

## PARENTING PLAN WORKSHEET

Parents are encouraged to each complete this worksheet to facilitate their discussion and development of parenting plan. This document may be used in discussion with your Mediator or Collaborative Coaches and the Collaborative Child/Adult Child Specialist.

Date: \_\_\_\_\_

	Parent 1	Parent 2
Name	_____	_____
Address	_____	_____
City	_____	_____
State, Zip	_____	_____
Telephone	_____	_____
Cell	_____	_____
E-mail	_____	_____

This plan has been developed through the following process:

Co-parenting Mission Statement:

This parenting plan applies to the following children:

	Name	Birth Date
Child 1	_____	_____
Child 2	_____	_____
Child 3	_____	_____
Child 4	_____	_____

**RESIDENTIAL SCHEDULE**

Key: Use "P1" for Parent 1 and "P2" for Parent 2

Week 1	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning							
Afternoon							
Evening							
Night							

Week 2	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning							
Afternoon							
Evening							
Night							

Description:

Location of pick-ups:

Location of drop-offs:

**SCHEDULE FOR WINTER VACATION**

The children will reside with  Parent 1  Parent 2 during the winter vacation; or

The children will reside with P1 for the first week and P2 for the second week of winter vacation in  even years  odd years and the reverse in alternate years; and/or

- Christmas Eve
- Christmas Day

- New Year's Eve
- New Year's Day

Other:

**SCHEDULE FOR THANKSGIVING HOLIDAY**

The children will reside with Parent 1 Parent 2 during the THANKSGIVING HOLIDAY; or

The children will reside with P1 for the first half and P2 for the second half of Thanksgiving holiday in

even odd years and the reverse in alternate years; or

Other:

### **SCHEDULE FOR SPRING VACATION**

The children will reside with  Parent 1  Parent 2 during the spring vacation; or

The children will reside with Parent 1 for the first half and Parent 2 for the second half of spring vacation in even odd years and the reverse in alternate years, exchanging the children on this day: \_\_\_\_\_; or

Other:

### **SUMMER SCHEDULE**

Upon completion of the school year, the children will reside with the parents as follows:

- Same as school year schedule
- Same as school year schedule during summer activity/camp/extracurricular selected
- Same, until agreed-upon summer activity/camp/extracurricular selected is ended
- One week every month
- Two weeks every month
- One month
- Time following the extracurricular activity will be divided between the parents. In odd years  Parent 1  Parent 2 will be free to choose either the first or second half of the remaining time (after extracurricular plans, and before school starts) to travel. In even years Parent 1  Parent 2 will get first choice as to when to travel, and
  - Same school year schedule remains in place when no travel plans, and / or
  - Parent not travelling is time with child at home commensurate with time spent travelling with travelling parent

Other:

The parents shall determine the dates for the summer activity, vacations and shared parenting schedule each year no later than: \_\_\_\_\_ (Recommend April 1 before summer travel prices jump up significantly).

### **SCHEDULE FOR HOLIDAYS**

The residential schedule for the children for the holidays is:

- |                       |                             |                             |                                    |                                     |                                     |
|-----------------------|-----------------------------|-----------------------------|------------------------------------|-------------------------------------|-------------------------------------|
| 1. New Year's Day     | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 2. Martin Luther King | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 3. President's Day    | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 4. Easter Friday      | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 5. Easter Sunday      | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |

- |                      |                             |                             |                                    |                                     |                                     |
|----------------------|-----------------------------|-----------------------------|------------------------------------|-------------------------------------|-------------------------------------|
| 6. Passover          | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 7. Mother's Day      | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 8. Memorial Day      | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 9. Father's Day      | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 10. Fourth of July   | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 11. Labor Day        | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 12. Rosh Hashana     | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 13. Yom Kippur       | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 14. Columbus Day     | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 15. Thanksgiving Day | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 16. Hanukkah         | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 17. Christmas Eve    | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 18. Christmas Day    | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 19. Other _____      | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 20. Other _____      | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |

For purposes of this parenting plan, holiday times will begin and end as follows:

- Holidays which fall on a Friday or Monday will include Saturday and Sunday.

It is understood that holidays and vacations "trump" the regular schedule unless otherwise agreed to by the parents.

**BIRTHDAYS**

PARENT'S BIRTHDAY:

1. Each parent shall have the option of having the child for \_\_\_\_\_ hour(s) on that parent's birthday or the day of celebration, if the child is not already with the parent on that day. The timing of the meeting shall be arranged with at least \_\_\_\_\_ days/weeks notice.
2. Each parent will have the child on the  day of the parent's birthday or  the day of the parent's birthday celebration.
3.  Each parent will support the child's "writing" a card and making/purchasing a reasonable, child-appropriate "gift" for the other parent.

CHILD'S BIRTHDAY:

The child(ren)'s birthdays are special days in themselves and supersede the regular parenting schedule.

1. The parents will hold birthday parties for the child in alternating years, with P1 holding the party in even odd numbered years and P2 holding the party in even odd numbered years.

2.  The parent who holds the party will cover the expenses for the celebration. The non-host parent is responsible only for his or her own present(s) for the child.
  - Parents agree to split agreed-upon expenses for the celebration, with receipts to ensure child has an equal experience in both parents' homes (i.e. if one parent makes substantially less income, the child doesn't experience parties at that parent's home as "poor.").
3.  The non-host parent may attend the birthday party,
  - With his/her partner (in accordance with agreements regarding the introduction of new partners in section below),
  - With extended family
  - With extended family/friends and will inform the hosting parent of these numbers
4.  The non-host parent will be able to spend up to two (2) hours with the child before 4:00 p.m. on the child's birthday, provided that this has been arranged with the other parent at least \_\_\_\_\_ days/weeks in advance, in order to be convenient for both parents.
5.  Other Birthday Arrangements: (e.g. celebrate the birthday on the weekend after/before the actual date, so both parents can be present; both parents can collaborate in the planning, purchasing and hosting of each birthday party with prior agreement regarding the budget)

**TRANSPORTATION ARRANGEMENTS:** Transportation arrangements for the children between the parents at the change of parenting schedule will be as follows:

- The parent ending her/his residential time with the children transports to the other parent.
- P1  P2 always transports the children
- Other:

**SCHOOL / DAYCARE**

ENROLLMENT / ATTENDANCE

The children will be enrolled and attend as follows:

	School	Grade
Child 1	_____	_____
Child 2	_____	_____
Child 3	_____	_____
Child 4	_____	_____

Child 5 \_\_\_\_\_

1.  P1  P2  Both to reside in the jurisdiction of the local school.
2. The children shall continue to attend such schools and/or daycare as long as the parents are agreed. No unilateral decisions will be made without discussion, and mediator facilitation will be engaged as needed.
3. In the event that the school authorities find that a child might be an exceptional student or a student with special needs, both parents shall have the right to attend and be informed of any pertinent meetings or testing.
4. The consent of  Parent 1  Parent 2  Both shall be needed before any special recommendations can be instituted, with the child(ren)'s best interests and school/professional recommendations taken fully into consideration.
5. With the consent of the school, both parents shall be provided by the school with separate notices of events and report cards. In order that this provision might be carried out, both parents shall provide the school with current contact information, including email and cell phone, for all communications during the year.
6. Both parents shall have the ability to share in the child's school activities. Both parents shall be informed of any school trips or activities, or extracurricular activities in which parental participation is desired, and they will discuss among themselves whether one or both of them will attend. If the parents are unable to decide which school or extracurricular-related activities they will attend, and/or only one parent may attend, they shall alternate with Parent 1 taking the first activity day in even numbered years, and Parent 2 taking the first the activity day in odd numbered years.
7.  Parent 1  Parent 2 shall be the primary liaison person with the school (often one may be required by the school), given greater immediate availability.
8.  Both parents agree to be civil, respectful and inclusive towards one another at school/extracurricular functions, and to present a united front at such functions (e.g. sports events, performances, graduations and other family-related functions) to free the children from the tension of experiencing divided co-parents and divided extended family/friend communities.  
  
 Both parents agree to coordinate, collaborate and share in the planning and work out of reasonable respective contributions to the costs of the celebration of graduations from High School or College or other similar celebratory events (e.g. Bar Mitzvah's, achieving Eagle Scout status, Weddings) with both families, and extended family/friend communities.

## **COLLEGE**

By September 1st of the child's sophomore year in high school, P1 and P2 will consult and communicate

with each other about which parent will:

- a) take the child as a tax deduction beginning in April of Junior year and important financial aid implications of this,
- b) the post high school education of the children, and
- c) related costs if not otherwise determined.

(Please discuss this with your Mediator/Collaborative professional for more information or referrals regarding financial aid options.)

- Both parents agree that a child attending college needs to be more invested in his/her college education than they are (barring disabilities that make attendance unreasonably taxing, or the exceptionally taxing curriculum of an Engineering degree, for example), and to prepare the child in high school to expect to work and sign his/her/their own college loans, and apply for applicable scholarships and work-study programs, without worrying or overwhelming the child.
- Both parents agree to educate the child(ren), starting at the beginning of high school, regarding the disadvantages of unwieldy student debt and the adverse consequences for the child of such debt upon graduation, as part of preparing the child for his/her future.
- Both parents agree to educate the child(ren) about the critical nature of paid/unpaid internships related to the child's field of study, prior to graduation, and to expect application/participation in said internships in order to increase the likelihood of employability at the time of graduation from college and/or admittance to graduate schools.
- Neither parent agrees to determine how or whether tuition costs will be divided among them (Note: most college financial aid departments will ask whether there is such an agreement. If applying for financial aid, it may be best for your child *not* to have an agreement in place).
- The higher wage earner/support provider agrees to have a separate life insurance policy to cover the children's educational expenses, child support and/or spousal support in the event of an untimely death.
- The higher wage earner/support provider agrees to have a separate life insurance policy to cover the children's educational expenses, child support and/or spousal support in the event of an untimely death.

### **SPECIAL EDUCATION AND/OR TUTORING**

The parents agree on the following regarding any special education or tutoring to ensure grade-level performance or above, or in preparation for college testing:

### **RELIGIOUS UPBRINGING**

- The children will attend \_\_\_\_\_ (place of worship) and the parents will continue, when possible, to attend with the children. Parents agree that the child shall obtain religious training at this place of worship at the appropriate age.
- Each parent may take the children to his or her place of worship during his or her residential time. The

parents agree that neither of them shall undermine the child(ren)'s or the other parent's observance of his or her religion with the child.

The parents shall confer in advance of developmentally-appropriate ages regarding religious training for the child.

Neither parent may enroll the child in religious training without the consent of other parent, or  Parent 1  Parent 2 shall decide on religious training if we are unable to agree.

Other:

**CULTURAL UPBRINGING**

1. For the sake of the child(ren)'s healthy identity development, both parents agree to clearly endorse the strengths and value of the child's learning about the other parent's, and/or the birth parent's known cultural /ethnic heritage, language and traditions.

2. Both parents also agree to avoid saying anything to devalue or reject such heritage, languages or traditions, given that children identify with both parents. The parents agree that neither of them shall undermine the child(ren)'s or the other parent's expressions of culture or cultural observances with the child. To do so, would be to undermine the child's sense of identity.

3. The same respectful approach holds true regarding a child's understanding of both parents' sexual identity, and/or orientation.

4. Both parents agree to become educated in order to effectively endorse the child's being "of" both parents, and to encourage, affirm and actively support the child's valuing the richness of his/her culture(s), as needed.

**EXTRACURRICULAR ACTIVITIES**

Both parents encourage the children to engage in the following extracurricular activities:

	Activity	Cost
Child 1	_____	_____
Child 2	_____	_____
Child 3	_____	_____
Child 4	_____	_____
Child 5	_____	_____

Costs for extracurricular activities to be shared as follows:  P1  P2  Both equally

Costs to be determined in Marital Settlement Agreement.

Other:

Neither parent will commit a child to activities that interfere with the other parent's time with the child, without consent.

1.  To the extent that one parent is not willing to participate in the funding of any extracurricular activity, then the other parent will have the sole decision-making authority with respect to that activity and the non-funding parent will not object.
2.  There will be no comment made to child(ren) or to those in the child's community who could potentially share information regarding the financial non-contribution of one parent in the provision of extracurricular activities by the other.
3.  Neither parent will enroll a child in extracurricular activities which will result in the exclusion, whether intentional or unintentional, of the other, without the consent of the other.
6.  As the children enter teenage years, the children will be permitted to attend social functions sponsored by their school or church, as well as private parties, provided both parents are satisfied that alcohol and drugs are not available at those functions, and adequate adult supervision is provided. The parents shall consult each other regarding any such function and will, when possible, reach a joint decision on whether the children may attend.  
  
 Given that parties and dances begin in Middle School, by the time the children turn 11, both parents agree to educate the children regarding specific safety criteria and expected safety responses. The children will be expected to consider and demonstrate knowledge regarding how to respond for themselves to safety concerns (e.g. Ask themselves: Is there adult supervision? Are drugs and alcohol being served or any other illegal activity? Is sexual/petting behavior occurring? Is there any social pressure to do things they could be ashamed of later? What are the academic/legal consequences? How do you expect them to respond reasonably to ensure their own safety in any such situations, verbally and in action? How can they do this respectfully without unnecessarily alienating peers? What does the ample research say is most effective? How will they make sure one of you will be available to pick them up in the event of unforeseen events? Etc.)  
  
 Both parents agree that the best preparation for the teenage years is early, rehearsed practice in effective judgment and the parental trust the child earns – a trust that is rooted in that rehearsed practice of effective judgment.
5.  In the event that there is any disagreement with attendance at extracurricular activities or social functions,  P1  P2  the Residential Parent will make the decision, in accordance with the above provisions.

### **USE OF AN AUTOMOBILE**

The parents will consult regarding driving decisions, driving lessons and insurance. If the parents are unable to reach an agreement,  P1  P2 will make the decision.

## **PARENTAL BEHAVIOR**

Parent 1 and Parent 2 will conduct themselves with respect toward each other and the children so as to provide a loving, stable, consistent and nurturing relationship with the children even though they, themselves, may no longer co-habit.

To that end, they will not speak derogatorily of each other or the members of the family/extended-family/friend community of the other, will not cause the children to be drawn into any dispute regarding decisions affecting the children, and will not attempt to curry favor with the children to the detriment of the other.

At all times each parent will model effective legal behavior and judgment regarding alcohol, smoking, drug use, sexual and aggressive behaviors toward each other or others, as well as self-care and the care/safety of the residence where children abide. They will ensure to protect the children from exposure to any abuses of the aforementioned listed behaviors.

To this end, they agree to use alcohol or other substances only when “off-child duty” [or only in very clear, unimpaired moderation when “on-child duty.”] They will both ensure that there is always at least one completely unimpaired adult present in case of any emergency involving the children. They agree not to drink/use and drive, under any circumstances, including when the children are present, and to inform the other parent immediately if a related arrest is made.

Parents agree to respect the prevailing rating systems regarding movies, music, TV and video games, and to provide supervision in line with current research about the impact of said media and screen time (during the week/weekends/length of screen time/nature of content) on developing brains.

## **EXPECTATIONS AROUND PARENTAL DATING AND NEW RELATIONSHIPS**

Parent 1 and Parent 2 agree to protect the children in regards to parental dating and new relationships. To that end, they will not introduce the children to a new relationship until it has become a committed relationship of \_\_\_\_\_ duration (one year is usually the recommended time).

In addition, they agree to notify the other parent before the children are informed or introduced to a new relationship.

Both parents will refrain from introducing the child(ren) to casual dates in an effort to model stable relationships and discriminating attachments to significant others, and to prevent the child’s experiencing attachments to “dates,” that then “disappear” from the child’s life.

If either *parent establishes a relationship* with a person who is becoming their “significant other” s/he will *inform the other parent*, as soon as practicable, *before introducing this person to child*.

The child may inadvertently meet or be introduced to a person who eventually may become a “significant other” to either parent. In this case, if either parent establishes a relationship with a person who may be known to child, before that parent introduces this person as a “significant other” to child, the other parent will be informed (not for permission, but in order to spare the child from the other parent’s possible spontaneous response – e.g. weeping, anger, if the child is left to inform the other parent,

perhaps inadvertently).

Child will be introduced to the significant other gradually, with the initial introduction occurring in a neutral public setting.

The parent in question will use discretion in displaying affection or other signs of affection in front of the child, mindful of the impact on the child.

Overnight stays will not occur until there is observable evidence the child(ren) is/are comfortable with the new relationship.

Feedback regarding the child's response will be exchanged between parents at any time and at intervals during the process of introducing a new, close adult into the child(ren)'s life.

Parents agree to reserve the terms Mommy, Daddy, Mom, Dad, Mother and Father, or culturally/familial equivalent terms, for biological/legally adoptive parents.

Parents will seriously consider outside counseling support for child if necessary to aid in the adjustment of "significant others" in his/her life.

Cohabitation, engagement or plans to marry will be *conveyed to the other parent before informing child* (to increase the likelihood of the other parent's ability to support the child and not being in shock/informed by the child) and it will be the *right of the initiating parent to inform child*, following research into best practices/developmentally appropriate guidelines for such disclosures.

The role of the stepparent will be discussed between the biological/legally adoptive parents.

The biological/legally adoptive parents and the stepparent will make every effort to foster a respectful, supportive relationship between the stepparent and the other biological/legally adoptive parent.

Stepparent(s) will leave the parenting and parenting decisions to the biological/legally adoptive parents, with the exception of medical emergencies - at which point both biological/legally adoptive parents will be contacted immediately.

Information and *knowledge of half-siblings, pregnancies or plans of adoption of siblings will be conveyed to the other parent before informing the child* and it will be the *right of the initiating parent to inform the child*, following research into best practices/developmentally appropriate guidelines for such disclosures.

Both parents and stepparent(s) will educate themselves regarding step-parenting information, and will request at least some such information from the Mediator.

### **DAY-TO-DAY DECISIONS**

Each parent will make decisions regarding the day-to-day care and control of each child while the child is residing with that parent. Regardless of the allocation of decision-making in the parenting plan, either parent may make emergency decisions affecting the health and safety of the children.

### **MEDICAL**

The children shall be medically cared for by the following primary care providers and additional providers

who shall be selected by  Parent 1  Parent 2  Both parents.

	Physician	Telephone Number
Child 1	_____	_____
Child 2	_____	_____
Child 3	_____	_____
Child 4	_____	_____
Child 5	_____	_____

	Dentist	Telephone Number
Child 1	_____	_____
Child 2	_____	_____
Child 3	_____	_____
Child 4	_____	_____
Child 5	_____	_____

Other:

1. Both parents shall have the right to give consent to emergency medical/dental care during times that the child is in his/her care and control.
2. Each parent shall inform the other parent of the extent and nature of any emergency and treatment thereof as soon as is reasonably possible.
3. The parent who has the care of the child while the child becomes ill will inform the other parent of the nature and extent of the illness as soon as is practically possible.
4. Both parents shall have the right to be informed by the parent who schedules the appointment and to attend any regular medical, dental or orthodontia appointments that the child might have.
5. Both parents shall have the right to receive from and give information to a medical professional (that includes other health care professionals such as nurses, physiotherapists, social workers, psychologists and others).
6. If the child needs to be referred to a medical or dental sub-specialist, the consent of  Parent 1  Parent 2  Both parents shall be needed for such a referral.

7.  Parent 1  Parent 2 shall be the primary liaison with the child's doctor.
8.  Parent 1  Parent 2 shall be the primary liaison with the child's dentist.
9.  Parent 1  Parent 2 shall be the primary liaison with the child's orthodontist.
10. If there is a need for the child to be referred to a practitioner skilled in social, emotional or behavioral problems, as suggested by school professionals or one/the other parent, the consent of  Parent 1  Parent 2  Both parents shall be needed for such a referral.

Both parents shall have the absolute right to participate in, consult with and be consulted by such a practitioner and to agree regarding the selection of the practitioner, whose skills and experience are most aligned with the child's specific needs and best interests. The form that such participation or consultation with parents will take shall be left to the judgment of the clinician selected as most effective for the best interest's of the child.

**DAILY NEEDS**

When each child is in the care of a parent, that parent will insure that the child will be properly groomed, fed, clothed and supervised. The child will be given effective physical care, health care, including mental health care, daycare and adult supervision so as to ensure the child's best interests are furthered.

**MOBILITY**

The residence of each parent shall be restricted to a \_\_\_\_\_ mile radius of each other or of this location:  
\_\_\_\_\_.

**TRAVEL**

1. The children's passport(s) shall be stored by \_\_\_\_\_, but shall be available upon request by the other parent.
2. The children shall not be taken outside of the state of the child's residence without the traveling parent informing the other parent, in writing, one week before the intended trip.
3. The child shall not leave the country without being fully covered by appropriate medical insurance and the written consent of the other parent, which consent shall not be unreasonably withheld.
4. The parent with whom the children are traveling shall provide the other parent with a travel itinerary and contact number(s) where a message can be left or where he or she can be reached. There will be \_\_\_\_\_ advance notice of trips.

**CHILDCARE**

1. Both parents shall consult about the provision of ongoing, stable childcare for the child and of any related qualifications/ possible impairments (e.g. CPR training, fingerprinting or other qualifications) relevant to adequate childcare. Both parents understand and agree that irregular, ongoing, varying caregivers with whom the child does not have a stable, trusting relationship are not recommended for healthy development.

2. Each parent shall be responsible for making their own childcare arrangements for the temporary alternate care of the child, when such care is needed, with the exception of the conditions set out below.
3. Each parent shall have the right to communicate from time to time with the person who is providing alternate care for the child.
4. If the parent with whom the child is spending time is going to be absent for a period of \_\_\_\_\_ hours, the other parent shall be given the **right of first refusal** to care for the child.

### **CHANGE OF NAME**

Neither parent shall change the given name or surname of the children without the written consent of the other biological/legally adoptive parent.

### **CHILDREN'S TOYS, CLOTHES AND OTHER BELONGINGS**

The parents recognize that the children may have particular attachments to certain belongings and will respect the children's right to have such belongings transfer with them between parents.

Both parents similarly understand that a divorce is not the child(ren)'s fault or responsibility and that it will take most children some months to develop the skills needed for children to learn to plan, prepare and transport their academic and other stuff between households. Help *them* think it through and prepare, and expect to make more than one trip for a while.

### **OTHER RELATIONSHIPS**

Parents will encourage and foster relationships of each child with other parent's children, family members and extended family/friend members.

If either of the parents becomes incapacitated by reason of illness or misfortune, or if either of the parents dies, the remaining parent will ensure that the children shall continue to have contact with the extended family and friends of the affected parent.

- If one parent is the greater income-earner, that parent will grant the other parent whatever information/ tests may be necessary to purchase a life insurance policy on the primary earner, to ensure the child(ren)'s needs are covered in the event of the death of the primary earner.

Exceptions:

### **OTHER ISSUES OR SPECIAL CONCERNS**

### **OTHER PROVISIONS FOR DECISION-MAKING WHEN CONDUCT IMPAIRS JUDGMENT**

The following special provisions apply to decision-making:

If either parent is impaired by drugs, alcohol, fatigue, illness or any other untended condition that may impact parental responsibility, judgment or caregiving in a manner that affects or seriously risks affecting the well-being of the children, then the other parent may assume sole decision-making authority for the duration of the impairment.

The parents agree to consult with a neutral third party as soon as possible to assist in resolving the particular conduct in question.

If either parent subjects the children to harm through neglect or abuse, including the withholding of mental health treatment recommended by authorities in the child(ren)'s life as well as the other parent, then the other parent shall assume sole decision-making authority until the situation of neglect or abuse has been fully addressed, and until such a time as there are reasonable grounds to assume that any skills missing have been sufficiently learned and rehearsed to be mastered, with the help of professionals as needed, such that similar situations or behaviors are not likely to re-occur.

**WHEN PROBLEMS ARISE:**

In the event that Parent 1 and Parent 2 are unable to resolve any particular issue, they agree to resolve the matter through:

- Discussion with a friend or family member: \_\_\_\_\_
- Counseling with Collaborative coaches / Meeting with mediator: \_\_\_\_\_
- Other:

**COLLABORATION / MEDIATION for CONDUCT ISSUES**

1. Either parent may determine if collaboration/mediation is necessary in order to resolve conduct issues, and such parent shall give written notice that he or she intends to invoke this clause. Both parents shall meet with the Collaborative coaches/Mediator within 10 days of receipt of such a written notice, or earlier if appointments are available with that professional.
2. The parent who first invokes the clause shall be responsible for the costs associated with the first meeting.
3. The Collaborative coaches/Mediator shall discuss the matter with each party, with a view to working out a mutually satisfactory solution. Both parties will offer win-win solutions to address a specific skills-building plan of action to remedy conduct issues, in accordance with a course of recommended by professionals specializing in the specific conduct in question (e.g. alcohol abuse, anger management, parenting, emotion regulation, medication for specific diagnosis).
4. The parties herein agree to authorize any Collaborative coaches/Mediator to collect such information from third parties as, in the discretion of the Collaborative coach/Mediator, will assist in seeking solutions.
5. In the event that the conflict involves an issue which is timely in nature (for example, a medical event other than ones anticipated above), the parents will consider professional advice, obtain a second opinion, if that is necessary, and follow the most prudent course with the child(ren)'s best interests in mind.

**COMMUNICATION**

The parents will communicate with each other through:

- Telephone    Parent 1: \_\_\_\_\_                      Parent 2: \_\_\_\_\_
- Email            Parent 1: \_\_\_\_\_                      Parent 2: \_\_\_\_\_
- Online Calendar \_\_\_\_\_
- Other: \_\_\_\_\_

Communications will be brief, informative, friendly and “professional” in tone, and relate only to issues at hand. Neither parent shall communicate in a discourteous manner with the other. Both parents will make respectful requests for what s/he wants rather than complaining or focusing on what they don’t want, and propose options that can be viable for the other.

**RIGHTS**

The following are the rights of a parent when a child is not in the care of that parent:

1. The right to unimpeded telephone conversations with each child at least \_\_\_\_\_ times a day/week at reasonable times, and for reasonable duration, provided phone time is not used to disrupt or undermine time with the resident parent, either by the other parent or the child.
2. The right to send mail or email to each child, which the other parent will not open or censor.
3. The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of each child.
4. The right to receive directly from each child’s school copies of each child’s report card, attendance records, names of teachers, class schedules, standardized test scores and any other records customarily made available to parents, upon written request to the school.
5. The right to receive, directly from each child’s physician and other health care providers, copies of each child’s medical records, provided that a written request has been made to the provider with a current mailing address and shared payment for the reasonable cost of duplicating and mailing records.
7. The right to be free of derogatory remarks made about the parent or the parent’s extended family and friends by the other parent to, or in the presence of, or within earshot of the child, or those likely to share information with the child so that each child feels free to love both parents.

**UNDERSTANDING OF GUIDELINES FOR EFFECTIVE CO-PARENTING**

1. Both parents understand that the goal of any effective parenting plan is for children to have satisfying, healthy relationships with both their parents. More specifically, children need contact with stable, reliable parents (as long as there is no physical or emotional danger to the children). Consequently children need co-parents who:

- Are skilled or willing to learn to be skilled at managing their own emotions effectively,
- Can keep themselves from sharing adult concerns in ways that flood and overwhelm children,
- Protect children from feeling responsible for (or guilty about) a parent's wellbeing,
- Protect children from a parent's depositing their own negative views, feelings and thoughts about the other parent, and
- Are skilled or willing to learn to be skilled at communicating effectively and respectfully with each other in ways that spill over and positively impact their relationships with their children.

2. In the long run, well-adjusted children become young adults who take responsibility for who they become, i.e. what they do with what is / isn't given to them by their parents. Well-adjusted children *also* learn to accept parents for who they are, and who they are not, with respect, and without demonizing or blaming either parent.

To that end, both parents understand that for healthy development, children need to experience a "mutual support" between co-parents in the following ways:

- Even when parallel parenting (only limited interaction between parents), both parents must support and encourage the child(ren) to have as respectful, and healthy a relationship with the other parent as possible.
- Refrain from saying anything negative about the other parent (not only within the child(ren)'s hearing but anywhere that can get back to the child).
- Actively find specific, positive things to say about the other parent to the child, and about how each child may be like the other parent in those positive ways.
- Remember that half of your child's DNA (or your child's internalized experience of each parent, if adopted) and half of your child's way of being is derived from the other parent. Support your child by affirming the half of the child that comes from that parent.
- Empathy is learned. *It is not innate*. Model, teach and encourage the ability to lean in and understand another, even when you have a different view, or find a person's behavior unpleasant or upsetting. *There is considerable, solid research confirming that negative judgments are ineffective in life – they alienate us from ourselves and from others, and block understanding.*
- Communicate an understanding of your children's experience with the other parent – this is *not* the same as directly or indirectly agreeing with or endorsing negative judgments about your co-parent. Parents need to seek help understanding this, if it is not clear.
- Understand and respect that your children do *not* experience your co-parent in the same ways that you do.
- Respect that your children have an entirely different *kind* of relationship with your co-parent than you do.
- Grant your children the right to have a relationship with the other parent that is free of and unencumbered by your adult feelings, perspectives, histories and experiences.
- Trust yourself by allowing your children to have their *own* experiences and draw their own conclusions with and about each of you.
- *Reframe* negative things said to you by your child, about the other parent (e.g. "Mom's so mean!" Translation: "You didn't like what she said." Or "You didn't like how she said that.").
- Your children need you to encourage their ability to understand the other parent's views, even when your child/ren might disagree with that parent (e.g. "Hmm. I wonder what Mom/Dad may have been thinking and/or feeling when s/he said that . . ." "I wonder what would happen if you asked him/her directly?" "Do you have any sense of what you may have done to trigger that reaction?")

- Actively encourage your children to be responsible for *their part* of the quality of their relationships with each of you, and others in age-appropriate ways.
- Expect your children to learn to communicate their needs and wants verbally, in respectful ways that will serve them in *and outside* your home (e.g. at school, with peers, in future jobs). Model the same with each other and with your children. Avoid mind-reading/anticipating their needs without requiring that they verbalize these. Your child will be hurt when others don't mind-read and will be unduly dependent on you. A children's self-esteem is enhanced by not expecting others to mind-read, and by being able to *speak* their own needs/desires respectfully.
- Avoid seeking confirmation from your children about your negative views about the other parent.
- Avoid inserting your own views, directly or indirectly, into your child's relationship with the other parent.
- *Require* your children to approach the other parent to discuss any issues they may have with *that parent* (unless that parent suffers from severe mental illness, is easily enraged or presents a direct threat to the child's safety). Examples of possible language:
  - "Your mother/father loves you very much and would want to know that you are feeling this way."
  - "I really want to encourage you to talk with her/him about that."
  - "Let's practice how you might express what you're feeling/thinking/wanting/asking in a respectful, non-judgmental way."
  - "Rather than complaining about what you *don't* want, I wonder what would happen if you ask respectfully for the behavior you *do* want?"
- Remember that how you model, teach *and expect* your children to express themselves with the other parent, and with you, is how you are teaching your children to relate to their own future partners, peers, teachers and to their future employers and colleagues.

**AGREEMENT**

If the parents are in agreement with the terms as described above, they may execute this memorandum and use this form as the basis of their agreement, and submit it to a neutral attorney mediator for formal legal submission to the Court. Co-parents are advised to discuss the contents of this document with "mediation-friendly" consulting attorneys who can provide independent legal advice specific to you.

\_\_\_\_\_  
Parent 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent 2

\_\_\_\_\_  
Date