

# PARENTING PLAN

State of \_\_\_\_\_

County of \_\_\_\_\_

This Parenting Plan Agreement ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by and between:

## Parent A:

Full Name: \_\_\_\_\_

Role: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_

AND

## Parent B:

Full Name: \_\_\_\_\_

Role: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_

PARENT A and PARENT B are hereinafter known through this Agreement as the "Parents" and may be referred to individually as the "Parent".

WHEREAS the parties have the following minor child(ren):

1. Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

2. Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

3. Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

4. Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

The child(ren) shall hereinafter be collectively referred to as the "minor child(ren)".

WHEREAS it is the mutual desire and intent of the Parents that the custody and care of the minor child(ren) be conclusively established through this Agreement.

NOW, THEREFORE, the undersigned Parents do hereby freely and voluntarily agree to the terms, conditions, and provisions set forth in this Parenting Plan Agreement. In consideration of the mutual promises and commitments contained herein, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parents agree to the following:

## TERMS AND CONDITIONS

### I. LEGAL CUSTODY

The Parents hereby indicate and agree upon the following arrangement regarding the legal custody of the minor child(ren): (Check one that applies)

☐ **Parent A** shall have sole legal custody and shall have the exclusive authority to make all major decisions regarding the child(ren)'s upbringing.

☐ **Parent B** shall have sole legal custody and shall have the exclusive authority to make all major decisions regarding the child(ren)'s upbringing.

☐ The Parents shall **share joint legal custody**. Each Parent shall have equal rights and responsibilities in making major decisions regarding the child(ren)'s upbringing. Both Parents shall consult one another and make reasonable efforts to reach mutual agreement on these matters.

☐ The Parents agree to **divide legal custody** as follows:

## II. PHYSICAL CUSTODY

The Parents hereby indicate and agree upon the following physical custody arrangement for the minor child(ren): (Check one that applies)

☐ **Primary Physical Custody** shall be granted to ☐ Parent A ☐ Parent B, with the other Parent receiving reasonable parenting time as agreed upon by the Parties or as set forth in this Agreement.

☐ **Sole Physical Custody** shall be granted to ☐ Parent A ☐ Parent B, who shall have full-time residential custody of the child(ren), subject to any visitation rights specified in this Agreement.

☐ **Joint Physical Custody** shall be shared between the Parents, with the child(ren) residing with each Parent according to a mutually agreed-upon schedule that promotes frequent and continuing contact with both Parents.

### a. Regular Weekly Schedule

The minor child(ren) shall reside with each Parent according to the following weekly schedule, which reflects the agreed-upon routine designed to promote the best interests of the child(ren).

| Days      | Parties | Details |
|-----------|---------|---------|
| Monday    |         |         |
| Tuesday   |         |         |
| Wednesday |         |         |
| Thursday  |         |         |
| Friday    |         |         |
| Saturday  |         |         |
| Sunday    |         |         |

This schedule shall continue on a weekly basis unless modified by mutual agreement of the Parents or by court order.

### b. Holiday Schedule

(Check one that applies)

☐ The Parents agree that a separate holiday parenting schedule is not necessary at this time. All holidays shall follow the regular weekday and weekend parenting time schedule as outlined above, unless otherwise mutually agreed to in writing by both Parents.

☐ The Parents agree to divide holiday parenting time as follows, based on the best interests of the child(ren) and with the intent to ensure meaningful time with both Parents during special occasions. The following holiday schedule shall apply:

| Holidays                   | Even Years                                                          | Odd Years                                                           | Begin/End Time |
|----------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------|----------------|
| New Year's Day             | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B |                |
| Martin Luther King Jr. Day | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B |                |
| President's Day            | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B |                |
| Spring Break               | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B |                |
| Easter                     | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B |                |
| Mother's Day               | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B |                |
| Memorial Day               | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B |                |
| Father's Day               | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B |                |
| Independence               | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B |                |
| Labor Day                  | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B |                |
| Thanksgiving Day           | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B |                |
| Hanukkah (if observed)     | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B |                |
| Christmas                  | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B | <input type="checkbox"/> Parent A <input type="checkbox"/> Parent B |                |

### III. VACATION TIME

Each Parent shall be entitled to \_\_\_\_ weeks of vacation time with the minor child(ren) each year. The Parent intending to exercise vacation time shall provide the other Parent with at least \_\_\_\_ days' advance written notice. Vacation time shall be coordinated in a manner that promotes the best interests of the child(ren) and does not unreasonably interfere with the other Parent's scheduled parenting time, unless otherwise agreed upon by both Parents.

### IV. EXCHANGE LOCATION

The Parents agree that the designated location for the exchange of the child(ren) shall be: \_\_\_\_\_. Both Parents shall ensure that all exchanges are conducted in a timely, respectful, and child-focused manner. Any changes to the exchange location must be mutually agreed upon in advance or ordered by the court.

### V. TRANSPORTATION

The Parents acknowledge and agree that all transportation of the child(ren), including for visitation, custody exchanges, extracurricular activities, and other scheduled parenting time—shall be conducted in a manner that prioritizes the child(ren)'s safety, comfort, and overall well-being. Responsibility for transportation-related costs, including travel expenses for visitation and exchanges, shall be allocated as follows: (check one)

- ☐ Equally shared by both Parents.
- ☐ Paid solely by Parent A.
- ☐ Paid solely by Parent B.
- ☐ Other (please specify): \_\_\_\_\_

## VI. RELOCATION

The Parents acknowledge that maintaining stability and consistency in the Child(ren)'s living arrangements is in their best interest. In the event that either Parent wishes to relocate, the following shall apply: (Check one that applies)

☐ **Relocation Permitted** – Either Parent may change their residence, provided that they give the other Parent no less than \_\_\_\_\_ days' advance written notice. The relocating Parent shall make reasonable efforts to revise the parenting time schedule, if necessary, to ensure ongoing and meaningful contact between the child(ren) and the non-relocating Parent.

☐ **Relocation Restricted** – Neither Parent may relocate more than \_\_\_\_\_ miles from the other Parent without first obtaining either the written consent of the other Parent or a court order authorizing the move. Any proposed relocation must be based on the best interests of the child(ren) and must allow for a parenting time arrangement that preserves the non-relocating Parent's relationship with the child(ren).

The Parents agree to communicate in good faith regarding any potential relocation and to work cooperatively—or through legal means, if required—to make any necessary adjustments to the parenting plan.

## VII. TRAVEL (OUT OF AREA)

The Parents agree that any travel with the child(ren) outside of the local area must be communicated and approved in advance to ensure the safety and well-being of the child(ren). For the purposes of this Parenting Plan, "out-of-area travel" shall mean travel exceeding \_\_\_\_\_ miles from either Parent's primary residence.

Each Parent shall provide the other with advance notice of any such travel, including a basic itinerary, destination, travel dates, and emergency contact information. The traveling Parent shall ensure that the child(ren) are returned in accordance with the established parenting time schedule, unless otherwise agreed to in writing by both Parents.

## VIII. COMMUNICATION

The Parents recognize the importance of maintaining healthy and consistent communication between themselves and the child(ren), as well as with each other, to support the child(ren)'s emotional and developmental needs, as outlined below:

### a. Between Parent and Child(ren):

The child(ren) shall have the right to communicate with each Parent as follows: (check all that apply)

- ☐ Any time                      ☐ Daily during reasonable hours, from \_\_\_\_\_ to \_\_\_\_\_
- ☐ On the following days: \_\_\_\_\_, during the hours of \_\_\_\_\_ to \_\_\_\_\_
- ☐ Other (please specify): \_\_\_\_\_

The following methods of communication are agreed upon: (check all that apply)

- ☐ Telephone      ☐ Text messaging      ☐ Email      ☐ Other: \_\_\_\_\_

### b. Between the Parents (regarding the Child(ren)):

The Parents agree to maintain open, respectful, and regular communication regarding the Child(ren)'s health, education, emotional well-being, and general welfare. Each Parent shall inform the other of significant events, appointments, school matters, and any other relevant issues related to the Child(ren) in a timely manner.

Each Parent agrees to provide and maintain up-to-date contact information, including their current residential address, phone number(s), and email address(es). Any changes to this contact information must be shared with the other Parent within \_\_\_\_\_ days of the change. In the event of an emergency or urgent matter involving the Child(ren), both Parents shall notify and communicate with each other as promptly as possible.

## IX. TUITION EXPENSES

The Parents recognize the value of the child(ren)'s education and agree to share financial responsibility for tuition-related expenses. These expenses may include, but are not limited to, tuition fees, enrollment or registration fees, textbooks, and other required educational materials or supplies.

Responsibility for these expenses shall be allocated as follows: (check one)

☐ Equally divided between both Parents.

☐ Paid entirely by Parent A.

☐ Paid entirely by Parent B.

☐ Other (please specify): \_\_\_\_\_

The Parents agree to communicate in advance regarding any anticipated tuition-related costs and to collaborate in a timely manner to ensure that all educational expenses are addressed responsibly and without undue delay.

## X. HEALTH INSURANCE

The Parents acknowledge the importance of maintaining adequate health insurance coverage for the child(ren). Health insurance—whether provided through an employer-sponsored plan or obtained privately—shall be arranged as follows: (check one)

☐ Equally shared between both Parents.

☐ Provided and paid for by Parent A.

☐ Provided and paid for by Parent B.

☐ Other (please specify): \_\_\_\_\_

The Parents agree to exchange all relevant information regarding the child(ren)'s health insurance coverage, including policy details, insurance cards, and provider contact information. Each Parent shall promptly notify the other of any changes to the insurance status, including termination, modification, or change of provider.

Both Parents shall cooperate in ensuring that the child(ren) have uninterrupted access to necessary medical care, services, and treatment.

## XI. NON-COVERED MEDICAL EXPENSES

The Parents acknowledge their shared responsibility for the child(ren)'s health and well-being, including the payment of medical expenses not covered by health insurance. These non-covered expenses may include, but are not limited to, co-pays, deductibles, prescriptions, therapy, dental or vision care, and other out-of-pocket medical costs.

☐ Equally shared by both Parents.

☐ Paid solely by Parent A.

☐ Paid solely by Parent B.

☐ Other (please specify): \_\_\_\_\_

The Parents agree to communicate in a timely and respectful manner regarding any non-covered medical expenses. Receipts or appropriate documentation shall be provided to the other Parent within a reasonable timeframe. Both Parents shall make good faith efforts to ensure these costs are addressed fairly and that the child(ren)'s medical needs are met without unnecessary conflict or delay.

## XII. ADDITIONAL EXPENSES

The Parents agree to share financial responsibility for additional expenses related to the child(ren)'s well-being, development, and general care. These expenses include, but are not limited to, the following:

a. ☐ Extracurricular activities (e.g., sports, music, dance, etc.)

☐ Equally shared by both Parents.

☐ Paid solely by Parent A.

☐ Paid solely by Parent B.

☐ Other (please specify): \_\_\_\_\_

b. ☐ Clothing and personal items

☐ Equally shared by both Parents.

☐ Paid solely by Parent A.

☐ Paid solely by Parent B.

☐ Other (please specify): \_\_\_\_\_

c. ☐ Special events (e.g., birthdays, holidays, etc.)

☐ Equally shared by both Parents.

☐ Paid solely by Parent A.

☐ Paid solely by Parent B.

☐ Other (please specify): \_\_\_\_\_

d. ☐ Other: \_\_\_\_\_

☐ Equally shared by both Parents.

☐ Paid solely by Parent A.

☐ Paid solely by Parent B.

☐ Other (please specify): \_\_\_\_\_

The Parents agree to communicate in a timely and respectful manner regarding any additional expenses. Receipts or appropriate documentation shall be provided upon request. Both Parents shall make reasonable efforts to ensure that these costs are shared fairly and, in a manner, consistent with the best interests of the child(ren).

## XIII. CHILD SUPPORT

The Parents acknowledge their mutual responsibility to financially support the child(ren) and agree to the following arrangement regarding child support: (check one)

a. ☐ **No Child Support** – Neither Parent shall be obligated to pay formal child support. Each Parent shall be responsible for meeting the child(ren)'s needs during their respective parenting time, including but not limited to food, clothing, personal care, and day-to-day expenses.

b. ☐ **Child Support Payments** – Child support payments shall be made by: (Check one that applies)

☐ Parent A to Parent B.

☐ Parent B to Parent A.

In the following manner:

Monthly payments of \$\_\_\_\_\_ shall be made on or before the \_\_\_\_\_ day of each month, beginning on \_\_\_\_\_ ("Child Support").

Child support shall continue until the earliest occurrence of the following events:

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The Parents agree to comply with all applicable state laws regarding child support. In the event of a substantial change in circumstances, either Parent may seek a modification through the appropriate legal channels.

#### XIV. MILITARY SERVICE

In the event that either Parent is called to active military service, deployment, or temporary duty assignment, the parenting and custody arrangements shall be adjusted accordingly. The Parent who receives the military orders shall notify the other Parent as soon as possible and provide documentation of the anticipated service dates.

The Parents agree to collaborate in good faith to develop a temporary modified parenting plan that accommodates the service-related obligations of the deployed Parent while maintaining the best interests of the minor child(ren).

If the Parents are unable to reach an agreement regarding the temporary parenting schedule, the matter shall be submitted to mediation. If mediation fails or is unavailable, the issue may be resolved through the appropriate court of jurisdiction. Upon the returning Parent's release from military service, the original parenting plan shall resume unless otherwise modified by written agreement or court order.

#### XV. TAX EXEMPTIONS

The Parents agree to allocate tax-related benefits associated with the child(ren) as follows: (check all that apply)

☐ **Parent A** shall claim the following Child(ren) as dependents for tax purposes:

- |                      |                      |
|----------------------|----------------------|
| 1. Child Name: _____ | 2. Child Name: _____ |
| 3. Child Name: _____ | 4. Child Name: _____ |

☐ **Parent B** shall claim the following Child(ren) as dependents for tax purposes:

- |                      |                      |
|----------------------|----------------------|
| 1. Child Name: _____ | 2. Child Name: _____ |
| 3. Child Name: _____ | 4. Child Name: _____ |

☐ The Parents shall **alternate years** for claiming the Child(ren) as dependents:

- |                                                          |                                             |                                   |
|----------------------------------------------------------|---------------------------------------------|-----------------------------------|
| 1. Child Name: _____                                     | <input type="checkbox"/> Parent A           | <input type="checkbox"/> Parent B |
| Claimed in <input type="checkbox"/> even- numbered years | <input type="checkbox"/> odd-numbered years |                                   |
| 2. Child Name: _____                                     | <input type="checkbox"/> Parent A           | <input type="checkbox"/> Parent B |
| Claimed in <input type="checkbox"/> even- numbered years | <input type="checkbox"/> odd-numbered years |                                   |
| 3. Child Name: _____                                     | <input type="checkbox"/> Parent A           | <input type="checkbox"/> Parent B |
| Claimed in <input type="checkbox"/> even- numbered years | <input type="checkbox"/> odd-numbered years |                                   |
| 4. Child Name: _____                                     | <input type="checkbox"/> Parent A           | <input type="checkbox"/> Parent B |
| Claimed in <input type="checkbox"/> even- numbered years | <input type="checkbox"/> odd-numbered years |                                   |

Each Parent agrees to timely sign and provide any documentation necessary to allow the other Parent to claim the Child(ren) as dependents, as permitted by the Internal Revenue Service (IRS) or any applicable state taxing authority. Both Parents further agree to cooperate in good faith to maximize any available tax credits, deductions, or benefits related to the Child(ren), including but not limited to the Child Tax Credit, Earned Income Credit, and dependent care credits.

In the event either Parent fails to comply with this provision, the other Parent shall have the right to seek appropriate relief through the court, including but not limited to an order compelling compliance, and reimbursement for any resulting damages, court costs, or reasonable attorney's fees.

## **XVI. PARENTAL CONDUCT**

Each Parent agrees to conduct themselves in a manner that upholds the best interests, safety, and well-being of the child(ren). Both Parents shall refrain from any behavior, language, or actions—whether verbal, physical, or psychological—that may cause harm to the child(ren) or undermine their emotional development. The Parents further agree to make every reasonable effort to foster and support a positive, respectful, and loving relationship between the child(ren) and both Parents. Neither Parent shall speak negatively about the other Parent in the presence of the child(ren), nor shall they permit others to do so.

For the purposes of this Parenting Plan, the designations "Parent A" and "Parent B" are used solely for clarity and convenience. These terms do not imply any difference in rights, responsibilities, or legal standing. Such designations refer exclusively to the biological or legal Parents and shall not extend to third parties, including stepparents, partners, or other individuals.

The child(ren) shall retain their current legal surname(s) unless changed by court order. Neither Parent shall encourage, request, or permit the child(ren) to assume or use the surname of a subsequent spouse, partner, or third party without the express written consent of both Parents or a valid court order.

## **XVII. PARENT'S DEATH**

In the event of the death of either Parent, legal or physical custody of the child(ren) shall be granted to the surviving Parent, unless a court of competent jurisdiction determines that the surviving Parent is unfit to assume custody.

If both Parents are deceased, custody of the child(ren) shall be granted to the legal guardian(s) designated in either Parent's valid will or estate planning documents. If no such designation exists, or if the designated guardian(s) are unable or unwilling to assume custody, a court of competent jurisdiction shall determine custody in accordance with the best interests of the child(ren).

Both Parents agree to maintain updated wills or estate planning documents that clearly reflect their intentions regarding the care and custody of the child(ren) in the event of their death. Each Parent further agrees to notify the other of any material changes to such documents that may impact guardianship or related matters concerning the child(ren).

## **XVIII. SEVERABILITY**

If any term, condition, or provision of this Parenting Plan is determined by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining provisions. All other terms of this Parenting Plan shall remain in full force and effect and shall be interpreted and enforced to the maximum extent permitted by law, in a manner consistent with the best interests of the child(ren).

## **XIX. DISPUTE RESOLUTION**

In the event of a disagreement between the Parents regarding any matter affecting the child(ren), the Parents agree to first engage in good faith discussions in an effort to reach a mutually acceptable resolution that prioritizes the best interests of the child(ren).

If the dispute cannot be resolved through direct communication, the Parents agree to participate in mediation with a qualified, neutral third-party mediator, unless otherwise directed by a court. Mediation shall take place in a timely manner, with the shared objective of reaching a cooperative resolution that supports the well-being of the child(ren).

Nothing in this provision shall prevent either Parent from seeking relief through the court in cases where mediation is unsuccessful, unavailable, or inappropriate due to the nature or urgency of the dispute.

## XX. GOVERNING LAW

This Parenting Plan Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of \_\_\_\_\_. The Parents agree that any legal action concerning the interpretation, enforcement, or modification of this Agreement shall be filed in a court of competent jurisdiction within that state. The Parents further acknowledge that all provisions of this Agreement are subject to the applicable family law statutes, court rules, and public policy of the governing jurisdiction.

## XXI. ADDITIONAL PROVISIONS

The Parents agree to the following additional terms to support the well-being of the Child(ren) and ensure effective co-parenting:

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## XXII. MODIFICATION OF AGREEMENT

Any modifications or amendments to this Parenting Plan Agreement must be made in writing and signed by both Parents to be valid and enforceable. No verbal agreements or informal arrangements shall alter the terms of this Agreement unless reduced to writing and signed by both Parents, or unless modified by order of a court of competent jurisdiction. Until such time as a written modification is properly executed or a court order is issued, the existing terms of this Agreement shall remain in full force and effect.

## XXIII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parents regarding the custody, care, and parenting of the child(ren), and supersedes all prior verbal or written agreements, discussions, or understandings relating to the same subject matter.

No additions, deletions, or modifications to this Agreement shall be valid or enforceable unless made in writing and signed by both Parents, or ordered by a court of competent jurisdiction. Any future changes or agreements must expressly reference this Parenting Plan to be considered binding and enforceable.

## SIGNATURES

By signing below, the Parents acknowledge that they have read, understood, and voluntarily agree to the terms and conditions set forth in this Parenting Plan Agreement. Both Parents affirm that this Agreement reflects their mutual intention to act in the best interest of the child(ren) and agree to abide by its terms.

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Parent A Signature

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Date

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Parent B Signature

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Date

**Disclaimer:**

This template is provided for general informational purposes only and does not constitute legal advice. Some documents have significant legal implications; therefore, it is highly recommended that you consult with a qualified attorney to draft a document that is tailored to your specific needs and fully compliant with the applicable laws and regulations in your jurisdiction.



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