**John Doe v. Jane Doe**

**CD\*\*\*\*\*\*\*\*\*\***

**PARENTING PLAN**

**June 9, 2017**

**Proposed Parenting Plan of**  **Mother**  **Father**  **Both Parents**

**Court Ordered Parenting Plan**

**By Stipulation**

**Without Stipulation**

**Preliminary**

**Final Judgment**

**1. Parents**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Name** | **Address** | **Phone** | **E-Mail** |
| **Father** |  |  |  |  |
| **Mother** |  |  |  |  |

**2. Minor Child(ren)**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Name** | **Date of Birth** | **Age** |
| **Child 1** |  |  |  |
| **Child 2** |  |  |  |
| **Child 3** |  |  |  |
| **Child 4** |  |  |  |

**3. Jurisdiction**

The jurisdiction bases for this court to enter judgment herein regarding legal and physical custody of the minor child(ren) is:

The State of Iowa is the child(ren)’s home state for purposes of the State of Iowa’s Uniform Child Custody Jurisdiction and Enforcement Act and The Hague Convention on the Civil Aspects of International Child Abduction, implemented pursuant to 42 USC §11601, and following.

Father and Mother declare and stipulate that the United States is the country of habitual residence of the child(ren).

Father and Mother declare and stipulate that the State of Iowa has the most significant contacts with the child(ren).

Father and Mother declare and stipulate that the State of Iowa is the most appropriate forum for addressing custody and visitation orders regarding their child(ren).

Since , the United States has been the child(ren)’s country of habitual residence.

Since , the child(ren) have been and are domiciled in and have been and are residents of, and have been and are citizens of the United States of America.

Since , the child(ren) have been and are domiciled in, have been and are residents of the State of Iowa, and have been and are citizens of the State of Iowa.

Since , Father and Mother have been and are domiciled in, have been and are residents of, and have been and are citizens of the State of Iowa.

Since , Father and Mother have been and are domiciled in, have been and are residents of, and have been and are citizens of the United States of America.

Iowa is the appropriate forum, Venue in the County of .

Father and Mother each declare that there are no child custody proceedings pending in any other jurisdiction at the time this application is made.

Father and Mother each declare that no one, other than they, has made a claim or has a claim to custody of the child(ren) subject to this order in any jurisdiction, other than in the case in which this application is made.

Mother / Father (circle one) filed an action, Case Number CD\*\*\*\*\*\*\*\*\*, in County, State of Iowa, United States of America to determine the child(ren)’s legal and physical custody.

Mother / Father (circle one) appeared in Case Number CD\*\*\*\*\*\*\*\*\* on , 20 , by .

Attached are any prior orders affecting the legal and physical custody of the child(ren).

Father and Mother consent to the court’s jurisdiction over the legal and physical custody of their child(ren).

Mother / Father (circle one) was given notice of and opportunity to be heard before this application was made.

**4. Decision-making Rights and Responsibilities**

**4.1 General Principles**

The parents, after giving due consideration to all relevant factors, believe that it is in the best interests of their unemancipated child(ren) that the parents have shared decision-making responsibility for major decisions that affect the child(ren).

Each parent shall make decisions regarding the day to day care and control of the child(ren) while the child(ren) are with that parent. Either parent may make emergency decisions affecting the health or safety of the child(ren) who are currently with that parent.

The parents shall confer with each other and share decision-making authority with a view toward arriving at major decisions that promote the best interest of their child(ren).

Neither parent shall unreasonably withhold consent in making such joint decisions or shall either parent make a major change in the child(ren)’s situation without agreement of the other parent.

The parents wish to designate one party to make specific decisions. These decision-making areas shall be listed below.

The parents understand that a failure to agree permits either of them to initiate the dispute resolution measures (Section 18) agreed to by the parents in this Parenting Plan.

The parents agree that it is in the best interest of the child(ren) that Mother / Father (circle one) will have sole authority to make major decisions for the child(ren).

Mother / Father (circle one) shall have sole authority to make the following decisions:

All other major decisions shall be made jointly.

Each parent shall have access to medical and school records pertaining to the child(ren) and be permitted to independently consult with any and all professionals involved with the child(ren). The parents shall cooperate with each other in sharing information related to the health, education and welfare of the child(ren) and they shall sign any necessary documentation ensuring that both parents have access to said records.

Each parent shall be responsible for getting records and reports directly from school and medical care providers.

Both parents shall have equal and independent authority to confer with the child(ren)’s school, daycare, medical care providers, and other programs with regard to the child(ren)’s educational, emotional and social progress.

Both parents shall be listed as “emergency contacts” for the child(ren).

Parents shall always let each other know their current addresses, home, work and emergency telephone numbers and shall notify each other in writing within 24 hours of any changes.

**4.2 Education**

The child(ren) shall be enrolled in the following programs:

Child care:

Pre-school:

Elementary School:

Middle School:

High School:

College:

Before or after school care:

Study abroad:

Summer school:

Special education or tutoring or enrichment program:

Home school:

Other:

No changes in enrollment or participation shall be made without the consent of both parents.

**4.3 Medical**

Unless otherwise noted, the parents shall confer with each other concerning non-emergency medical, psychological, counseling, optical, dental or orthodontic care.

If there is a dispute regarding the medical, psychological, counseling, optical, dental, or orthodontic care of the child(ren), the parents shall defer to the child(ren)’s present health care provider and follow his/her advice, including the selection of other health care providers.

The parent arranging a routine medical examination shall give the other parent days notice in advance of the appointment so that the other parent can attend the examination if desired.

If either parent has any knowledge of any illness, accident, hospitalization or other circumstance seriously affecting the health of the child(ren), that parent shall immediately notify the other parent.

**4.4 Extracurricular activities**

Each parent shall determine the child(ren)’s non-recurring organized activities, special training and social events while residing with that parent.

Unless the parents otherwise agree, neither shall give permission to the child(ren) to engage in social activities that occur while the child(ren) are with the other parent.

The parents shall agree before enrolling the child(ren) in organized activities such as sports teams, lessons or special training which occur even partially during the other parent’s time with the child(ren).

Each parent shall make a good faith effort to give information to the other parent about events and organized activities in the child(ren)’s lives including school programs, concerts, award ceremonies, plays, sports events and other activities in which the child(ren) are participating.

The child(ren) shall be involved in the following activities:

The parents agree that each of them will insure the presence of the child(ren) at the agreed upon organized activities.

**4.5 Religion**

The child(ren)’s religious upbringing and training shall be as follows:

Each parent has the right to expose the child(ren) to a particular religion as he/she sees fit.

The parents wish to make these arrangements for future religious events in the child(ren)’s lives:

**4.6 Other issues**

The child(ren) shall be known only by the following names: If either parent wishes to use another name for the child(ren), the parents must  confer,  agree or  obtain a court order.

The parents shall be referred to as and

Other parties shall be referred to as

In order for the child(ren) to obtain a driver’s license, use a car, purchase a vehicle or use other vehicles such as motorcycles or all terrain vehicles, the parents must ☐ confer ☐ agree.

Before the child(ren) may use a firearm, engage in hunting or target practice, the parents must  confer  agree.

Before either parent may be designated as the representative of the child(ren) for purposes of legal action, the parents must ☐ confer ☐ agree.

Before the child(ren) enlist in the military, the parents must ☐ confer ☐ agree.

Before a parent consents to the marriage of a child who under state law is required to obtain parental consent, the parents shall ☐ confer ☐ agree.

Before either parent consents to cosmetic surgery, body piercing or tattooing, the parents must  confer  agree.

Before the child(ren) become employed, the parents must ☐ confer ☐ agree.

Before the child(ren) are allowed to view “R” rated movies or have unsupervised access to the internet, the parents must ☐ confer ☐ agree.

Other: , the parents must ☐ confer ☐ agree.

**5. Scheduling**. The responsibility for the physical care and immediate day to day supervision of the child(ren) is as follows:

**5.1 School Calendar**

No later than (date) of each year, Mother / Father (circle one) shall obtain the school calendar for the next year and shall mark it or another yearly calendar with Father’s time and Mother’s time for the school year, holidays, and summer under this agreement and give a copy to the other parent. The parents shall discuss any differences by (date) and the parents shall reach an agreement or use the dispute resolution provisions by (date). This is the calendar that shall be in effect for the following year.

**5.2 Conflicts in Scheduling**

Sometimes “holiday time” or vacation time may conflict with time set aside for the other parent. When this happens, the holiday time or vacation time shall be observed and take priority over all other schedules. For example, if it is one parent’s alternate weekend but the other’s Memorial Day weekend, the holiday weekend will take priority.

Following the change in schedule due to the “holiday time” or vacation time, the schedule will resume

without regard to the holiday time or vacation time.

anew with the parent who missed a scheduled time with the child(ren) receiving the next scheduled alternating period.

Other:

**6. Regular Schedule** The following schedule shall apply beginning

**6.1 Regular Schedule - Infants to Age 3 (or Older)**

The child(ren) shall be with Mother / Father (circle one) at the times listed below and with the other parent at all other times:

Tuesday/Thursday Eve and Saturday overnight

Tuesday p.m. to p.m.

Thursday p.m. to p.m.

Saturday p.m. to p.m.

Wednesday overnight/Saturday overnight

Wednesday p.m. to Thursday a.m.

Saturday a.m. to Sunday p.m.

Wednesday/Friday Eve and Saturday overnight

Wednesday p.m. to p.m.

Friday p.m. to p.m.

Saturday p.m. to Sunday p.m.

Wednesday Eve/Sunday daytime

Wednesday p.m. to Sunday p.m.

Other (please specify):

Future:

This custody schedule shall remain the same as the child(ren) get older unless the parents agree to modify it or a court modifies the custody order.

The custody schedule below shall apply when the child(ren) are older. The custody schedule shall change at the following time:

When the child(ren) now are age , becomes this agreement is subject to modification.

**6.2 Regular Schedule - At Least Age 3 thru School Age**

The child(ren) shall be with Mother / Father (circle one) at the times listed below and with the other parent at all other times.

If a weekend plan has been chosen, then on any “no school” days, such as teacher in-service days, the child(ren) will stay with the parent who had responsibility for care on the preceding overnight.

If school is canceled unexpectedly, the parent who was responsible for the child(ren) the preceding overnight shall continue to be responsible during that day when school would otherwise be in session.

If the child(ren) are ill, the parent who was responsible for the child(ren) the preceding overnight shall continue to be responsible during the time the child(ren) would otherwise be in school or daycare.

Alternate Weekends

Alternate weekends from Friday p.m. to Monday am/school.

Alternate weekends from Friday p.m. to Sunday p.m.

Alternate weekends from Saturday a.m. to Sunday p.m.

Alternate weekends from:

Three full weekends a month:

(“Full weekend” means a weekend with a Saturday and Sunday in that month.)

First three full weekends of every month from Friday p.m. to Monday a.m./school.

First three full weekends of every month from Friday p.m. to Sunday p.m.

First three full weekends of every month from Saturday a.m. to Sunday p.m.

First three full weekends of every month from:

Every weekend:

Every weekend from Friday p.m. to Monday a.m./school.

Every weekend from Friday p.m. to Sunday p.m.

Every weekend from Saturday a.m. to Sunday p.m.

Every weekend from:

Alternate weekends plus weeknight:

Alternate weekends from Friday p.m. to Monday a.m./school plus every from p.m. to p.m.

Alternate weekends from Friday p.m. to Sunday p.m. plus every from p.m. to p.m.

Alternate weekends from Saturday a.m. to Sunday p.m. plus every from p.m. to p.m.

Alternate weekends from plus night on the week when there is no weekend time.

Alternate weekends from p.m. to p.m. plus overnight from to .

Other:

Day visits only:

Every Saturday from a.m. to p.m.

Every Sunday from a.m. to p.m.

Every (day) from (time) to (time).

Other:

Split every week:

Mother / Father (circle one) from Saturday at p.m. to Wednesday drop off at school and the other parent from Wednesday after school until Saturday p.m.

Mother / Father (circle one) from Sunday a.m. to Wednesday drop off at school and the other parent from Wednesday after school until Sunday a.m.

Other:

Alternate weeks in each home:

Alternate weeks in Father’s home and Mother’s home with exchanges every Friday at p.m.

Alternate weeks in Father’s home and Mother’s home with exchanges every (day) at (time).

At the beginning of every calendar year, the child(ren) shall spend the first two weeks with the parent who has the first week in order to ensure that there is a variation in the weeks from year to year.

Other:

Alternate two weeks in each home:

Alternate two weeks in Father’s home and Mother’s home with exchanges every Friday at p.m. plus alternate Friday night from p.m. to Saturday .m. with other parent.

Alternate two weeks in Father’s home and Mother’s home with exchanges every Friday at p.m. plus alternate Friday night from p.m. to p.m. with other parent.

Alternate two weeks in Father’s home and Mother’s home with exchanges every (day) at (time) plus alternate (day) from (time) to with other parent.

Other:

Mid-week split and alternate weekends (2-2-5-5)

The schedule shall proceed as follows: The child(ren) shall be with Mother / Father (circle one) from Monday at until Wednesday at , and with Mother / Father (circle one) from Wednesday at until Friday at . The parents shall alternate each weekend from Friday at to Monday at . (It is suggested that the same time be selected for all of the beginning and ending times). During the time the child(ren) are with the a parent for a five-day block, the other parent shall have contact with the child(ren) on from until .

**6.3 Summer Schedule - At least age 3 through school age**

Same schedule as school year:

The same schedule shall continue through the summer.

The same schedule shall continue through the summer except that either parent may travel with the child(ren) for up to days for a vacation. No later than April 1st, the parents shall exchange proposed vacation schedules in writing. In odd years, Mother / Father (circle one) shall have preference. The parents must respond to the proposed schedules by April 15th. If the parent with preference for that year does not respond by April 15th, the other parent who has responded by April 15th shall have preference. A detailed itinerary, including locations and telephone numbers where the child(ren) and parent can be reached must be provided at least 10 days before travel.

Other:

Opposite schedule as school:

The summer schedule shall be exact opposite of the school year schedule for Father’s time and Mother’s time.

The summer schedule shall be exact opposite of the school year schedule for Father’s time and Mother’s time except that either parent may travel with the child(ren) for up to days for a vacation.

No later than April 1st, the parents shall exchange proposed vacation schedules in writing. In odd years, Mother / Father (circle one) shall have preference. The parents must respond to the proposed schedules by April 15th. If the parent with preference for that year does not respond by April 15th, the other parent who has responded by April 15th shall have preference.

A detailed itinerary, including locations and telephone numbers where the child(ren) and parent can be reached must be provided at least 10 days before travel.

Other:

Divided summer:

Father / Mother (circle one) shall have the child(ren) from one week after school is out until July 15th and Father / Mother (circle one) shall have the child(ren) from July 15th until 1 / 2 (circle one) weeks before school starts. The other parent shall have reasonable parental times arranged between the parents during the summer.

Father / Mother (circle one) shall have the child(ren) from the day after school is out until (date) and Father / Mother (circle one) shall have the child(ren) from (date) until the day before school starts. The other parent shall have reasonable parental times arranged between the parents during the summer as follows:

Father / Mother (circle one) shall have the child(ren) from one week after school is out until (date) and Father / Mother (circle one) shall have the child(ren) from (date) until one week before school starts. The other parent shall have the child(ren) every week from night at p.m. to morning at .

Other:

Travel during Summer Break

Either parent may travel with the child(ren) during his/her time under the above schedule.

Father / Mother (circle one) may travel with the child(ren) for the entire summer break in even years. Father / Mother (circle one) may travel for the entire summer break in odd years.

If either parent is going to exercise the “travel during summer break” option, he/she must provide notice to the other parent no later than of when and where he/she plans to travel with the child(ren). At least 10 days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers, where the child(ren) and parent can be reached during the trip.

Other:

**6.4 Holidays**

Winter School Break (December/January):

Winter break is defined as: .

Regular schedule or one parent:

Whichever parent the child(ren) is with that year under the regular parenting schedule shall have that portion of Winter Break.

Father / Mother (circle one) shall have all of Winter Break every year.

All of break alternate years:

Father / Mother (circle one) shall have all of Winter Break in even / odd (circle one) years.

Father / Mother (circle one) shall have all of Winter Break in even / odd (circle one) years.

One-half of break:

Father / Mother (circle one) shall have first half of Winter Break every year and Father / Mother (circle one) shall have the second half of Winter Break every year.

Father / Mother (circle one) shall have first half of Winter Break in even years and Father / Mother (circle one) shall have the second half of Winter Break. The schedule shall be the opposite in odd years.

Travel during Winter Break:

Either parent may travel with the child(ren) during his/her time under the above schedule.

Father / Mother (circle one) may travel with the child(ren) for the entire Winter Break in even years. Father / Mother (circle one) may travel with the child(ren) for the entire Winter Break in odd years.

If either parent is going to exercise the “travel during Winter Break” option, he/she must provide notice to the other parent no later than days prior to when and where they plan to travel with the child(ren). At least 10 days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers where the child(ren) and parent can be reached during the trip.

Other:

Christmas Eve/Christmas Day

The schedule chosen above shall apply.

In addition to the above schedule, the following applies:

One parent Christmas Eve, one parent Christmas Day - same year:

Father / Mother (circle one) shall have the child(ren) from a.m until p.m. Christmas Eveand Father / Mother (circle one) shall have the child(ren) from p.m. Christmas Eve until p.m. Christmas Day every year.

One parent Christmas Eve and one parent Christmas Day - alternate years:

Father / Mother (circle one) shall have the child(ren) from a.m until p.m. Christmas Eveand Father / Mother (circle one) shall have the child(ren) from p.m. Christmas Eve until p.m. Christmas Day in even years. The schedule shall be opposite in odd years.

One parent both Christmas Eve and Christmas Day - alternate years:

Father / Mother (circle one) shall have the child(ren) Christmas Eve from a.m to Christmas Day at p.m. in even years. The schedule shall be the opposite in odd years.

One parent both Christmas Eve and Christmas Day - all years:

Other:

Martin Luther King Day weekend

Defined as:

Whichever parent the child(ren) are with that year under the regular schedule.

Father / Mother (circle one) shall have Martin Luther King Day weekend every year.

Father / Mother (circle one) shall have Martin Luther King Day weekend in even years and the other parent shall have Martin Luther King Day weekend in odd years.

Other:

President’s Day weekend

Defined as:

Whichever parent the child(ren) are with that year under the regular schedule.

Father / Mother (circle one) shall have President’s Day weekend every year.

Father / Mother (circle one) shall have President’s Day weekend in even years and the other parent shall have President’s Day weekend in odd years.

Other:

Spring Break

Defined as:

Whichever parent the child(ren) are with that year under the regular schedule.

Father / Mother (circle one) shall have spring break every year.

Father / Mother (circle one) shall have spring break in even years and the other parent shall have spring break in odd years.

Father / Mother (circle one) shall have first half of spring break, the other parent shall have second half of spring break.

Other:

Travel during Spring Break:

Either parent may travel with the child(ren) during Spring Break during his/her time and shall give at least 30 days notice to the other parent and a detailed itinerary, locations, and telephone numbers where the child(ren) and parent can be reached at least 10 days before travel.

Other:

Either parent may travel with the child(ren) during his/her time under the above schedule.

Father / Mother (circle one) may travel with the child(ren) for the entire Spring Break in even years. Father / Mother (circle one) may travel for the entire Spring Break in odd years.

If either parent is going to exercise the “travel during Spring Break” option, he/she must provide notice to the other parent no later than days prior to when they plan to travel with the child(ren). At least 10 days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers where the child(ren) and parent can be reached during the trip.

Other:

Easter Sunday

Defined as:

Whichever parent the child(ren) are with that year under the regular schedule.

Father / Mother (circle one) shall have Easter Sunday every year.

Father / Mother (circle one) shall have Easter Sunday in even years and the other parent shall have Easter Sunday in odd years.

Other:

Mother’s day/Father’s day

If the child(ren) are not already with the Mother / Father on this day, then the Mother / Father shall be entitled to have the child(ren) for Mother’s / Father’s day from a.m. to p.m.

Other:

Memorial Day weekend

Defined as:

Whichever parent the child(ren) are with that year under the regular schedule.

Father / Mother (circle one) shall have Memorial Day weekend every year.

Father / Mother (circle one) shall have Memorial Day weekend in even years and the other parent shall have Memorial Day weekend in odd years.

Other:

July 4th

Defined as:

Whichever parent the child(ren) are with that year under the regular schedule.

Father / Mother (circle one) shall have July 4th every year.

Father / Mother (circle one) shall have July 4th in even years and the other parent shall have July 4th in odd years.

Other:

Labor Day weekend

Defined as:

Whichever parent the child(ren) are with that year under the regular schedule.

Father / Mother (circle one) shall have Labor Day weekend every year.

Father / Mother (circle one) shall have Labor Day weekend in even years and the other parent shall have Labor Day weekend in odd years.

Other:

Columbus Day weekend

Defined as:

Whichever parent the child(ren) are with that year under the regular schedule.

Father / Mother (circle one) shall have Columbus Day weekend every year.

Father / Mother (circle one) shall have Columbus Day weekend in even years and the other parent shall have Columbus Day weekend in odd years.

Other:

Halloween

Defined as:

Whichever parent the child(ren) are with that year under the regular schedule.

Father / Mother (circle one) shall have Halloween every year.

Father / Mother (circle one) shall have Halloween in even years and the other parent shall have Halloween in odd years.

Other:

Thanksgiving

Defined as:

Whichever parent the child(ren) are with that year under the regular schedule.

Father / Mother (circle one) shall have Thanksgiving every year.

Father / Mother (circle one) shall have Thanksgiving in even years and the other parent shall have Thanksgiving in odd years.

Father / Mother (circle one) shall have Wednesday/Thursday in odd years and Friday/Saturday in even years.

Father / Mother (circle one) shall have Wednesday/Thursday in even years and Friday/Saturday in odd years.

Other:

Passover:

Defined as:

Father / Mother (circle one) shall have the first night every year and Father / Mother (circle one) shall have the second night every year.

Other:

Hanukkah:

Defined as:

Father / Mother (circle one) shall have nights: 1 2 3 4 5 6 7 8 (circle which nights)

Father / Mother (circle one) shall have nights: 1 2 3 4 5 6 7 8 (circle which nights)

Yom Kippur:

Rosh Hashanah:

Other holidays and other school recesses: (please specify):

**6.5 Birthdays**

Father’s birthday is:

Mother’s birthday is:

Parent’s birthday

When it is Father’s or Mother’s birthday, the birthday parent shall be entitled to have the child(ren) for hours on their birthday and shall give notice to the other parent of his/her plan to exercise this option at least three (3) days in advance.

Other:

Child(ren)’s birthday

When it is the child(ren)’s birthday, the child(ren) will be with Father / Mother (circle one) in even years and with Father / Mother (circle one) in odd years.

The parents will hold a joint birthday celebration every year with Father / Mother (circle one) organizing it during even years and Father / Mother (circle one) organizing it during odd years.

Alternate birthdays with each parent in the case of multiple child(ren).

Other:

**6.6 Schedule Changes:** Time spent with the child(ren) is both a right and a responsibility.

A parent making a request for a change shall make the request:

in person,  by phone,  in writing,  by e-mail,  any method acceptable.

A parent making a request for a change shall make the request as soon as possible, but in any event, not less than hours before the change is to occur.

A parent receiving a request for a change shall respond as soon as possible, but in any event, not less than hours after receiving the request.

A parent receiving a request shall respond:

in person,  by phone,  in writing,  by e-mail,  any method acceptable.

A parent requesting a change of schedule shall be responsible for any additional child care or transportation costs resulting from the change.

If a parent fails to care for the child(ren) during scheduled time that parent shall be responsible for finding alternative care for the child(ren). The other parent may provide care.

If one of the parents must incur expenses to provide care for the child(ren) when it is the responsibility of the other parent to do so, the parent initially responsible shall bear the expense of the alternative care.

**7. Transportation and Exchanges of Child(ren)**

**7.1 Transportation**

The parent receiving the child(ren) shall transport the child(ren).

Father / Mother (circle one) shall provide all the transportation between parents.

The parent receiving the child(ren) is responsible for transportation.

The parent transferring the child(ren) to another location shall be responsible for the transportation.

Other:

**7.2 Exchanges**

Exchanges shall be at Mother’s and Father’s homes unless another place is agreed upon.

Exchanges shall be at unless another place is agreed upon.

When school is in session, all exchanges shall occur at the child(ren)’s school.

When school is not in session, exchanges shall take place at (location) at (time, if not previously specified in the plan).

Exchanges shall occur on time. Each parent shall be on time for the drop off and pick up of the child(ren) and shall have the child(ren) ready. If a parent is more than late without contacting the other parent to make other arrangements, the parent with the child(ren) may proceed with other plans and activities for the child(ren).

Each parent shall give the other parent information about the child(ren)’s homework, school projects, appointments and activities that need attention while the child(ren) are with the other parent.

Each parent will talk to the other parent about the child(ren)’s sleep and eating schedule, any medications or health matters and their general condition before exchanges.

When exchanging the child(ren), the parents shall neither discuss other issues nor fight, nor be sarcastic nor demonstrate anger during the exchange.

Other:

**8. Special Circumstances**

**8.1 Domestic Violence, Child Abuse and Neglect:** The parents agree to the following because of past circumstances involving domestic violence or child abuse and neglect.

All reports and records made available to Father / Mother (circle one) shall not include the address of the other parent or the child(ren) if residing with the parent with the confidential address.

All caregivers shall be notified of any restrictions regarding contact with the child(ren).

Father / Mother (circle one) shall have supervised visits with the child(ren). The visits shall be held at (specify time) the following times: and under the following conditions: The length of visits shall be (specify):

The visits shall be supervised by:

The costs of the supervised visits (if any) shall be paid as follows:

Confirmation of the willingness to supervise visits shall be obtained in the following manner:

Father / Mother (circle one) shall not have visits with the child(ren) at this time.

He/she may maintain contact with the child(ren) through:

phone,  letter,  mail,  e-mail on a daily / weekly (circle one) basis.

Father / Mother (circle one) shall not have contact with the child(ren) at this time.

Father / Mother (circle one) agrees to seek counseling. At the completion of the counseling, the provider shall submit a statement by affidavit acknowledging:

the parent’s fitness to resume contact;

a recommendation for unsupervised visitation;

a recommendation for continued supervision under specified conditions.

**8.2 Alcohol or Substance Abuse:** The parents agree to the following:

All reports and records made available to Father / Mother (circle one) shall not include the address of the other parent if the address has been given protection with an order of confidentiality.

Father / Mother (circle one) shall continue to attend a 12 step or similar program and provide evidence to the other parent of such attendance.

Father / Mother (circle one) agrees to seek counseling. At the completion of the counseling, the provider shall submit a statement by affidavit acknowledging:

the parent’s fitness to resume contact;

a recommendation for unsupervised visitation;

a recommendation for continued supervision under specified conditions.

Father / Mother (circle one) shall modify his/her behavior in the presence of the child(ren) in the following ways:

He/she shall not operate a motor vehicle within hours of consuming drugs or alcohol;

He/she shall not consume alcohol or drugs within hours of visiting with the child(ren);

He/she shall not consume alcohol or drugs while the child(ren) are in his/her care;

He/she shall not allow others to consume alcohol or drugs in the presence of the child(ren);

He/she shall submit to a drug and alcohol screening performed by certified laboratory on a basis for a period of months.

Father / Mother (circle one) shall have supervised visits with the child(ren). The visits shall be held at (specify time) the following times:

and under the following conditions:

The length of visits shall be (specify):

The visits shall be supervised by:

The costs of the supervised visits (if any) shall be paid as follows:

Confirmation of the willingness to supervise visits shall be obtained in the following manner:

Father / Mother (circle one) shall not have visits with the child(ren) at this time.

He/she may maintain contact with the child(ren) through:

phone,  letter,  mail,  e-mail on a daily / weekly (circle one) basis.

Father / Mother (circle one) shall not have contact with the child(ren) at this time.

**9. Move by Parent - Notice and Future Schedule**

Each parent shall give at least days written notice to the other parent of any intent to move.

After receiving notice of a move, the parents shall review the parenting agreement to try to reach a modified parenting agreement that shall be best for the child(ren).

The child(ren) shall stay with the remaining parent until the parents reach a modified parenting agreement or the court orders a modification after a parent has filed a motion to modify custody.

The agreed-upon parenting schedule shall be maintained until a court has made a determination or there is an agreement in writing upon a modified parenting plan.

If is agreed that it is in the best interests of their child(ren) to maintain contact with both parents. For this reason, neither parent shall move more than miles or a minute drive from the other parent.

The parents agree that they will not seek to change the parenting schedule because of a move regardless of state law, unless the moving party can establish by a preponderance of the evidence that it is in the best interest of the child(ren) to do so.

**10. Vacations and Travel by Child(ren)**

Either parent may travel with the child(ren) during his/her custody time. The parent traveling with the child(ren) shall give the other parent at least days notice before traveling out of state unless there is an emergency, and shall provide the other parent with a detailed itinerary including locations and telephone numbers where the child(ren) and parent can be reached at least days before traveling.

The child(ren) may travel for an organized school, religious or social activity, as arranged by the parent the child(ren) are with during that parent’s time. If the child(ren) are involved in a special activity, the parents agree that it is in his/her/their best interest that the child(ren) travel during one parent’s time.

If the child(ren) are traveling for an organized school, religious, or social activity, or with relatives or similar travel for more than days, the parent who made the arrangements shall give the information to the other parent in advance of the travel.

When the child(ren) travel for more than days, the parent or person traveling with the parent or person traveling with the child(ren) shall have the child(ren) call the other parent every days.

Other:

**10.1 Foreign Travel**

The parents agree that the child(ren) may travel with the other parent out of the country. At least days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers where the child(ren) and parent can be reached during the trip. Each parent agrees to provide whatever documentation is necessary for the other parent to take the child(ren) out of the country.

If a parent wishes to travel to a foreign country, that parent shall:

Post a bond in the amount of $ , the proceeds of which shall be used to secure the child(ren)’s return.

That parent shall hold the child(ren)’s passport.

That parent shall surrender the child(ren)’s passports and other travel documents to .

That parent shall not apply for, or obtain, a new or replacement passport for the child(ren).

If a parent is permitted to leave the United States with the child(ren), that parent shall, days in advance of leaving, notify the relevant foreign consulate or embassy of of the following travel and passport restrictions on the child(ren)’s travel and shall serve proof of that notification days before leaving, filed with the above identified court and serve days before leaving the state of Iowa.

A parent shall not travel with the child(ren) to a foreign country that is not a signatory to the Hauge Convention on the Civil Aspects of International Child Abduction.

The Court reserves jurisdiction to restrict the right of the custodial or non-custodial parent to remove the child(ren) from the State of Iowa and/or the United States.

If a parent is permitted by this court to leave the state of Iowa and/or the United States with the child(ren), then as a prerequisite to allowing that parent to travel to the State of and/or the country of for visits, that parent shall obtain an order from (state or country containing terms identical to this custody and visitation judgment but directing that judgment not be modified or enforced pursuant to the laws of the other state/country).

If a parent is permitted to leave the State of Iowa or the United States with the child(ren), that parent shall, days before leaving, file with the court and serve the other parent:

A written travel itinerary of the child(ren).

Photocopies of round trip airline tickets for the child(ren) and parent.

Written list of addresses and telephone numbers where the child(ren) can be reached at all times.

If a parent is permitted to leave the State of Iowa or the United States with the child(ren), that parent shall provide the other parent with an open round trip airline ticket in case the child(ren) are not returned.

Law enforcement agencies where the child(ren) are located are autnorized to assist the other parent in the recovery of the child(ren) in the event the traveling parent does not return the child(ren) to the county of , State of Iowa.

Nothing in this judgment affects the applicability of any penal statute.

If a parent takes the child(ren) out of the State of Iowa, that parent shall have the child(ren) telephone the other parent upon arrival at his/her/their destination, have the child(ren) telephone the other parent every days, telephone the other parent before departure to return to the State of Iowa and telephone the other parent upon arrival to the State of Iowa.

**11. Parent Traveling**

If either parent is traveling for more than days or nights, he/she shall let the other parent know in advance where he/she can be reached in the event of an emergency or if the child(ren) want to contact that parent.

If either parent is traveling for more than days or nights, he/she shall leave information with another adult in the home where he/she can be reached in the event of an emergency or if the child(ren) want to contact that parent.

Other:

**12. Care of the Child(ren)**

**12.1 Parent remarks and Behavior**

The child(ren) have the right to be free of negative comments and behavior by one parent about the other. The parents shall not criticize or otherwise be disrespectful of each other in the presence of the child(ren) and shall not permit others to do this.

Other:

**12.2 Child(ren) as messengers**

All communication regarding the child(ren) shall be between the parents and the parents shall not use the child(ren) as messengers to convey information, ask questions or set up schedule changes.

The parents shall keep a notebook that goes back and forth with the child(ren) that gives information about the schedule, problems, eating, sleeping, cute stores, new experiences, medications, if any, and other information for the other parent. The parents will stop using the notebook when both parents agree.

Other:

**12.3 Discipline**

Either parent may use reasonable discipline techniques, but the parents shall not use physical discipline.

Either parent may use reasonable discipline techniques, with physical discipline as a last resort.

Either parent may use reasonable discipline techniques, including physical discipline.

Other:

**12.4 Other**

If the child(ren) forget his/her/their medication, sports gear (in case of a team event) or homework, and such medication, sports gear or homework is at the home of the other parent, the parent with the child(ren) shall notify the other parent and arrange for a time for the medication, sports gear or homework to be picked up/delivered. If the parent cannot be contacted by telephone, the parent with the child(ren) will leave the other parent a detailed message regarding the problem and indicating at what time the child(ren) will retrieve the mediation, sports gear or homework.

Except in the event of a medical emergency, or need to obtain forgotten medication, sports gear or homework, neither a parent nor the child(ren) shall, without giving advance notice, enter the home of the other parent when that parent is not present.

**13. Communication between Parents**

The parents shall communicate with each other:

in person,  by telephone,  by letter,  by e-mail

**14. Contact with the child(ren) when with the other parent**

**14.1 Telephone**

Each parent shall try to maintain an operable answering machine so that the child(ren) can leave and receive the other parent’s messages.

The child(ren) may telephone the other parent whenever the child(ren) want.

The parent the child(ren) are not with shall make an effort to talk at least times per week by calling the child(ren) at reasonable times.

If a message is left from the parent for the child(ren), the other parent shall assist the child(ren) in returning the call.

Reasonable times to call the child(ren) at the other parent’s home are:

between a.m. and p.m.

Telephone calls and other communication shall not be monitored by the other parent unless either believes in good faith that the child(ren) are having a problem.

Contact with the other parent shall not exceed minutes in a 24-hour period.

Other:

**14.2 Mail**

The child(ren) shall be given all mail and packages sent by the other parent. If any mail or packages are withheld, the other parent shall be informed immediately.

The child(ren) and the other parent may communicate by e-mail when computers are available.

Either parent may send audio tapes, including story tapes and video tapes, to the child(ren).

**15. Childcare by a non-parent**

Each parent may choose appropriate child care providers.

The parents will be the primary child care providers unless otherwise agreed.

Other:

**16. Grandparents and Extended Family**

Each parent agrees that each shall provide the child(ren) with access to the grandparents and extended family on his/her own side of the family as the parent decides is in the child(ren)’s best interest during his/her parenting time.

The parents will cooperate to help the child(ren) attend special events with grandparents and extended family by making reasonable requests of each other, considering the school situation and the child(ren)’s best interest and needs.

Other:

**17. Changes or Modifications of the Agreement**

This agreement may be varied for special events, changes in circumstances and to adjust to the child(ren)’s schedule when the parents agree. However, when the parents do not agree to change something, this agreement will remain in effect.

Either parent may file a motion to modify child custody with the court when the parent believes that there has been a substantial change in circumstances such that it is in the best interest of the child(ren) that the agreement is substantially modified by the court. Any dispute resolution provisions agreed to in Section 18 apply.

When the parents decide to make a substantial change in the agreement, such as the custody arrangement, it shall be put in writing an signed by both parents and filed with the court with a motion to modify.

Minor changes in the agreement, such as travel times or exchange times can be put in writing, signed by both parents, for clarification and for a record, but are not required to be filed with the court.

Any change in the agreement must be in writing and signed by both parents.

This plan will be reviewed: .

**18. Disputes**.

Whenever possible, the parents shall discuss the issues and attempt to reach an agreement based on what is best for the child(ren) at that particular time.

If the parents are unable to reach an agreement on an important issue about the child(ren) after discussing it with the other parent, either parent may initiate dispute resolution by:

Arranging for the parents to meet with a counselor to discuss and try and reach an agreement.

Arranging for the parents to meet with a mediator to try and reach an agreement.

Notification of a desire to institute dispute resolution processes shall be made by .

The parents shall share the costs of the mediation or counseling service .

If the dispute cannot be resolved within days, either parent may initiate legal action to seek judicial intervention.

These provisions shall not be applicable if immediate court action is necessary in an emergency situation to protect the child(ren) or one of the parents.

has agreed to be an arbitrator and after each of the parents presents what he/she thinks is best for the child(ren), the arbitrator shall make the final decision. (Where permitted by state law).

Other:

**19. Child Support**

The presumed correct child support amount is $ per month.

The parents agree that the presumed amount is accurate and agree that Father / Mother (circle one) shall pay that amount to the other parent.

An Order/Notice to Withhold Income for Child Support shall / shall not (circle one) be issued for the child support amount.

Said child support payments shall be made through the:

Collection Service Center, P.O. Box 9125, Des Moines, IA 50306-9125.

Clerk of Court, County Courthouse.

**20. Other Expenses**

**20.1 Health care**

Father / Mother (circle one) currently has available to him/her through his/her employment a health insurance plan which is available at a reasonable cost. It is in the best interest of the child(ren) that said parent be required to maintain said health insurance plan for the child(ren).

The name, address, and contact number of the plan is as follows:

Father / Mother (circle one) shall provide health insurance for the child(ren).

Father / Mother (circle one) shall provide dental insurance for the child(ren).

Father / Mother (circle one) shall provide vision insurance for the child(ren).

The parent providing the insurance agrees to provide necessary cards to the other parent and to provide verification of continued coverage by April 15th of each year.

The parents shall be responsible for paying any costs for hospital, medical, dental, vision, orthodontic, prescription, and counseling for the minor child(ren) that is not paid by any insurance coverage. These uninsured expenses shall be apportioned between the parents with Mother paying % and Father paying %.

If a particular hospital, medical, dental, vision, orthodontic, prescription and counseling procedure is for any reason a procedure which is not an insured procedure or expense, the parents shall pay all costs of that treatment or prescription so long as the procedure or prescription is prescribed by a licensed health care professional.

The parents agree that any single expenditure under this section or an uninsured expense not required by the child(ren)’s health care provider, in excess of $ or multiple expenses in excess of $ in a calendar year shall require the pre-approval of the other parent.

The parents shall pay the cost of counseling for the child(ren), including and not limited to counseling for the child(ren) in which either or both parents participate, which is a medical expense explicitly included as an expense to be paid by them regardless of whether or not it is an insured procedure.

The maximum cost shall, in any event, be limited to that amount charged by the provider, physician, or medical institution providing the services which is the ordinary and customary charge for the medical, dental, vision, orthodontic, prescription, or counseling service in the hospital or other medical facility where the procedure is performed. Any co-payment required by an insurance carrier shall be deemed an uninsured expense for purposes of this Parenting Plan.

The purchase by either parent of routine drug store, analgesic and other over the counter items are explicitly excluded from these provisions. The costs of such is to be paid by the purchasing parent.

The parent incurring the uninsured expense shall provide a copy of each bill, including co-payments to the other parent and submit covered expenses to the insurer for payment. Said bill shall be paid within 30 days of receipt of said bill, either by paying the medical provider or reimbursing the other parent.

The parent providing coverage shall provide the other parent with written notice of the identity of all insurers and the serial or other identifying numbers of said insurance and a card to use in obtaining health care for the child(ren).

If either parent receives a reimbursement check for an expense paid by the other parent, said reimbursement check will be turned over to the parent who paid the expense within days of the receipt of said reimbursement check.

**20.2 Extracurricular activities**

Father shall pay % and Mother shall pay % of the costs of lessons, fees, or tuition associated with activities outlined in Section 4.4.

The parent shall pay the entire cost of an activity that he/she enrolls the child(ren) in without the other parent’s consent.

Other:

**20.3 Educational expenses**

Father shall pay % and Mother shall pay % of the cost of

Private school tuition

Private school room and board

All other expenses associated with school activities including:  uniforms,  class trips,  activity fees,  book fees,  fees of A.P. classes,  transportation, shall be paid as follows:

The parents agree to pay for college expenses including:

tuition (up to a maximum of per year

tuition up to the amount charged by State University for the preceding year.

room & board,  application fees,  activity fees,  books,  sorority/fraternity dues,  computer, shall be paid as follows:

No single expense of $ for a school year shall be incurred by either parent without prior consent of the other parent for the expenditure.

The provision of educational expenses will be considered child support and enforceable as such.

**20.4 Pets**

Father shall pay % and Mother shall pay % of the cost of the expenses of pets and pet care including veterinarian services.

The parent who purchases or otherwise obtains the pet for the child(ren) and maintains it in the home shall pay the expenses associated with the pet.

**20.5 Special Events**

Father shall pay % and Mother shall pay % of the cost of special events such as birthday parties, wedding, and/or celebrations related to religious activities.

No single expense of $ for a school year shall be incurred by either parent without prior consent of the other parent for the expenditure.

**20.6 Life Insurance & Disability Insurance**

Each parent shall maintain a life insurance policy in the face amount of $ with the child(ren) named as irrevocable beneficiaries with each parent naming the other parent as trustee or having the right to select another adult person to act as trustee for the life insurance proceeds on behalf of their child(ren). Said policies shall be enforceable until the child(ren) are no longer minors under the law of the State of Iowa.

Each parent shall provide written proof of compliance with this agreement once a year upon the request of the other parent.

Each parent shall maintain a disability insurance policy in the amount of $ to cover the child support obligation in the event of a loss of income due to disability.

**20.7 Auto Insurance**

Father shall pay % and Mother shall pay % of the automobile insurance for the child(ren) when he/she/they receive a driver’s license and has access to a vehicle.

Other:

**20.8 Prior Approval of Expenses**

Except as otherwise provided in the Parenting Plan, neither parent can financially bind the other without the other parent’s express consent in writing.

**21. Taxes**

No agreements are made. Federal, state and local tax law applies.

Father / Mother (circle one) shall have all the tax benefits resulting from reporting the child(ren) on his/her income tax returns.

The parent has the right to report the child(ren) on his/her federal, state, and local income tax returns provided that he/she is current on his/her child support obligations on December 31st of that tax year as follows:

Child: Father / Mother (circle one)

Child: Father / Mother (circle one)

Child: Father / Mother (circle one)

Child: Father / Mother (circle one)

Child: Father / Mother (circle one)

Each parent agrees that in the event he/she shall no longer realize the benefit of the exemption, he/she shall notify the other parent by February 15th, and if that parent is providing more than one-half of the child(ren)’s support and with whom the child(ren) reside more than one-half of the year, that parent shall execute Internal Revenue Service form 8332 assigning the child(ren)’s FDE and F tax credit to the other parent.

**22. Designation for State and Federal Statutes**

The child(ren) named in this parenting plan are scheduled to reside the majority of the time with Father / Mother (circle one) solely for the purposes of any State or federal law that requires a designation of “custodian”. This designation shall not affect either parent’s rights under this parenting plan.

**23. Breach**

If a breach of this parenting plan results in the other parent employing an attorney to enforce the terms of this plan, then the parent breaching the parenting plan shall pay the reasonable attorney fees, costs and damages incurred by the other parent in the enforcement action.

No attorney fees shall be recovered unless the parent seeking enforcement shall have given the other parent a written notice of the alleged failure to perform and said failure was not cured within 5 days of receipt of the notice.

The breach of this parenting plan shall be construed by any court of competent jurisdiction as a substantial and continuing change of circumstances sufficient for the court to have jurisdiction to modify this agreement.

A violation of this judgment may subject the parent in violation to civil or criminal penalties, or both.

ACKNOWLEDGMENT

I understand that I am signing this agreement freely and voluntarily for the purposes states therein. I understand that if this agreement becomes an order of the court, it may be enforced by contempt, the penalties for which may include incarceration, civil monetary penalties, and/or community service.

Father Date

Mother Date