

JOINT PARENTING AGREEMENT

THE FOLLOWING is submitted to the Court by Agreement of JOHN SMITH, (hereinafter referred to as "father") and SUSAN SMITH, (hereinafter referred to as "mother") as their Joint Parenting Plan. The parties believe that the terms of this agreement are just, fair and reasonable and are in the best interests of the children. The minor children involved in this proceeding are: SUZZIE SMITH, born January 1, 2000; and JOHNNIE SMITH, born January 1, 2002. The parties possess the ability to cooperate effectively and consistently with each other toward the best interests of the minor children. The parties therefore agree that in order to secure the maximum involvement and cooperation of both parents regarding the physical, mental, moral and emotional well-being of the minor children, both now and in the future, the parties agree that they shall request the Court to approve this agreement. The terms of this agreement shall be incorporated in the Judgment For Dissolution of Marriage entered in this case.

NOW THEREFORE, to accomplish the purposes sought, the parents hereto agree and the Court orders as follows:

1. **CUSTODY**. The parents shall share the joint legal custody of the parties' minor children; however, the children shall physically reside with Mother (the "Primary Residential Custodian") on a day-to-day basis, except for and subject to reasonable and seasonable visitation by Father (the "Non-Residential Custodian") as hereinafter specified in the Parenting Time Schedule. Mother's address shall be used for any registration or document on which the parties' minor children's addresses are listed.

2. **JOINT LEGAL CUSTODY**. Joint legal custody means that major decisions relating to the children's education, religious training, extraordinary medical care and extracurricular activities shall be made by the parents jointly. Routine and day-to-day decisions shall be made by the parent

with whom the children are residing that day. In case of emergency, where time does not allow consultation with the other parent, the parent with physical possession of the children shall take whatever emergency action is necessary to meet the health care or other necessary need. As soon as possible thereafter, the parent making such an emergency decision will advise the other parent of same.

3. **PARENTING TIME SCHEDULE**. The children shall physically reside with Mother (the “Primary Residential Custodian”) on a day-to-day basis, except for and subject to reasonable and seasonable visitation by Father (the “Non-Residential Custodian”) as follows. The parties agree that Father shall have parenting time with the minor children specifically to include the following:

A. Father currently has two consecutive days off from his employment weekly (Saturdays and Sundays). Father may if he chooses have parenting time with the parties’ minor children every other weekend. The exchange times shall be agreed upon between the parties and the parties shall cooperate to maximize Father’s parenting time with the parties’ minor children as set forth herein.

B. Father’s Holiday parenting time shall be alternated yearly and be agreed upon by the parties within 30 days of the entry of the Judgment of Dissolution of Marriage. If the parties are unable to agree on Father’s holiday parenting time, then they agree to attempt to resolve this issue through mediation.

C. In addition to the above, Father shall have parenting time every Father’s Day, Father’s birthday, and on alternating birthdays of each child; but Mother shall have the children every Mother’s Day and Mother’s birthday, despite the fact that Mother’s Day and Mother’s birthday may otherwise fall during scheduled parenting time of Father.

D. In addition to the above, Father shall have parenting time annually of two (2) vacation periods of seven days each; but Mother shall have the children annually of two (2) vacation periods of seven days each, despite the fact that such vacation periods may otherwise fall during scheduled parenting time of Father. Vacation shall supercede the routine parenting time schedule but not holidays. Unless otherwise agreed vacation weeks shall not be consecutive.

E. Father shall have additional parenting time on a reasonable and seasonable basis upon terms and conditions that are mutually agreeable.

F. The parties further agree to cooperate and accommodate the children's school and extra-curricular activity schedule.

4. **COOPERATION**. Both parties will use their best efforts to enhance and encourage the respect, love and affection of each child toward each parent and shall cooperate fully implementing a relationship with each child that will give each child the maximum feeling of security that may be possible.

5. **NOTICES**. Both parties shall keep each other informed as to the exact place where each of them resides, the phone numbers of their residences and cellular phones, their places of employment, the phone numbers of their places of employment, and if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination and provide a phone number where he or she can be reached.

6. **DUTY TO ADVISE AND ACCESS**. Each party shall advise the other parent of any information regarding the children's scholastic grades, progress in school, health, and welfare, and both parties shall be given direct access to the minor children's medical, dental, school, and other professional reports. Both parties shall have direct access to the children's doctors, dentists, teachers, and any other professionals who contribute to the children's development and well being.

Each party may make such arrangements to allow them to obtain such information directly from such professionals.

7. **EDUCATIONAL MATTERS.** The parents shall take the necessary action with the school authorities of any school in which the children become enrolled in order to:

- A. List both parents of the children.
- B. Authorize the school to release to both, any and all information concerning the children.
- C. Insure that each receives copies of any notices regarding the children, as well as the report cards and other reports concerning the children's status or progress in their school and education.

8. **DUTIES REGARDING MEDICAL & HEALTH CARE.**

A. The parents shall promptly inform one another of any serious illness of the children which shall require medical attention. Elective surgery shall only be performed after consultation and agreement with one another. Emergency surgery necessary for the preservation of life or to prevent a further serious injury or condition may be performed without consultation with the parent who does not have physical possession of the children when necessary for the preservation of life or to prevent a further serious injury, provided that if time permits, the other parent shall be consulted and in any event, informed as soon as is reasonably possible.

B. Both parents shall inform each other of any medical or health problem which arose while they had physical possession of the children, when the information of said medical or health problem would aid the other parent in the care and treatment of the children. Both parents shall provide each other with any medications which the children are taking at the time of the transfer of possession and with sufficient information to allow the parent assuming possession to obtain refills of that medication.

C. Both parents shall, when requested, provide information to the other parent regarding the names, addresses, telephone numbers and other necessary facts concerning the providers of any medical or health care to the children.

D. Both parents shall at all times conduct themselves in a manner which promotes the cooperation and involvement of the other parent on any matters which concern the medical and health care of the children, keeping in mind that the cooperation and involvement of both parents on issues regarding medical and health care of the children is in the best interest of the children.

9. **RULES REGARDING PARENTAL CONDUCT.** The parties shall adhere to the following rules with respect to the custody and visitation with the minor children.

A. Each parent shall refrain from discussing the conduct of the other parent in the presence of the children except in a laudatory or complimentary manner and are mutually refrained from making any negative comments about the other parent to the children.

B. Neither parent shall unreasonably question the children regarding the activities of the other parent.

C. Mother shall prepare the children both physically and mentally for the periods of parenting time with Father. The children shall be available at the time mutually agreed upon between the parties for the beginning and ending of said period.

D. Each party shall advise the other party as soon as possible, at least 48 hours in advance, except in cases of emergency, if a party is unable to keep the scheduled parenting time Father has with the children.

E. The children shall not travel outside the State of Illinois unless accompanied by one of the parents unless the parties agree otherwise. The children may not travel internationally with one parent without the prior written consent of the other parent.

F. Mother shall not threaten to withhold parenting time from Father nor shall Father threaten to prevent or delay the return of the children to Mother.

G. If any of Father's parenting time does not occur or cannot occur through no fault of a party, the parties shall arrange to implement a reasonable substitute schedule. The parties shall use their best efforts to schedule alternate periods, in light of the commitments, activities, and schedules of the parties and minor children. Neither party shall abuse the privilege of rescheduling Father's parenting time. The parents acknowledge that alternate parenting time is preferred but is not mandatory.

H. In the event that either party takes a child for an extended period to a place other than that parent's residence, the party shall inform the other parent of the child's whereabouts. Said notice shall include information such as the destination, phone numbers and itineraries as soon as such information is available.

I. Each parent will have the right to participate in all school activities of the children, including but not limited to, teacher-parent conferences and extra-curricular activities, and also any non-school activities, including but not limited to, athletic activities and the like.

J. The parties shall work together to arrange Father's parenting time schedules which shall take into account the children's educational, athletic and social activities.

K. Either parent may temporarily take the children to another state for vacation or for other good reason with reasonable notice to the other parent. No one will remove the children from the United States without the express written consent of the other party, and neither party shall unreasonably withhold such consent.

L. Neither parent shall expose the children to any inappropriate conduct between the parent and any member of the opposite sex.

M. Neither parent shall drink to excess or use illegal drugs in the presence of the children, nor expose the children to such behavior or use by any other person.

N. Both parents shall at all times conduct themselves in a manner which promotes the beneficial effect on the minor children of their time spent with each parent.

O. The parties shall not use the minor children to communicate or send messages to each other and instead shall communicate directly with each other in person, over the telephone, or electronically.

10. **TELEPHONE ACCESS WITH CHILDREN**. The parents shall each be allowed reasonable telephone contact with the minor children while the children are in the other party's care and such contact shall be unimpeded.

11. **MODIFICATION**. Either parent who wishes to subsequently modify this agreement shall submit the proposed modification to the other parent in writing and the parties shall consult before any mediation or court action is undertaken.

12. **MEDIATION**. In the event the parties cannot agree concerning modification of this agreement or as to any dispute or alleged breach of this agreement, this court shall retain continuing jurisdiction to adjudicate any disputed issue. The parties agree, however, to submit any such disputed issue for resolution to a mediator before applying to the court for relief. The mediator shall be a mediator to be appointed by the court in the event the parties cannot agree. In the event the mediation is unsuccessful, a court proceeding may be filed by either party. The parties agree to share equally the cost of the mediator to the extent that such expense is not covered by available insurance. If the mediation is unsuccessful, the cost of the mediator may be included in the petition for fees and costs in connection with any enforcement or modification proceedings.

SAMPLE ONLY – NOT FOR USE – CONSULT WITH AN ATTORNEY

13. **ATTORNEY FEES.** Notwithstanding the income and assets of the party, the other party also agrees to pay attorney's fees and costs for any action necessary and reasonable involved in the successful enforcement of any provision of this agreement following the approval of this agreement by the Court.

14. **GENERAL.** This agreement shall be submitted to the Court for its approval along with the Property Settlement Agreement, and if approved shall be made part of the judgment of dissolution of marriage by reference, and shall be of effect and binding only if a judgment of dissolution of marriage is entered in the said pending suit approving this agreement and the Property Settlement Agreement as submitted to the Court; otherwise this agreement shall be null and void and of no force or effect.

The parties hereto on behalf of their minor children respectfully submit the foregoing Joint Parenting Agreement for this court's approval and incorporation in the Judgment for Dissolution of Marriage to be entered herein.

Dated this _____ day of _____, 2012.

Father (John Smith)

Mother (Susan Smith)

Prepared by:
ATTORNEY XYZ