

PARENTING PLAN

This Parenting Plan (this "Plan" or this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [FIRST PARENT FULL LEGAL NAME], residing at [FIRST PARENT MAILING ADDRESS] ("Mother"), and [SECOND PARENT FULL LEGAL NAME], residing at [SECOND PARENT MAILING ADDRESS] ("Father"). Mother and Father are each a "Parent" and together the "Parents."

Best Interests of the Child

The Parents affirm that every provision of this Plan has been crafted with the **best interests of the Child(ren) as the paramount and controlling consideration**. The Parents acknowledge that the best-interests standard governs custody and parenting-time determinations in every U.S. jurisdiction, and that a court retains inherent authority to modify this Plan if the best interests of the Child(ren) so require.

1. Child(ren)

This Plan governs the following minor child(ren) (the "Child" or "Children"):

| Name | Date of Birth | |---|---| | [CHILD 1 FULL LEGAL NAME] | |

2. Jurisdiction — UCCJEA

The Parents acknowledge that jurisdiction over custody and parenting-time matters concerning the Child(ren) is governed by the **Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA)** as enacted in the State of [STATE]. The Parents represent that the State of [STATE] is the Child(ren)'s "home state" within the meaning of the UCCJEA (the state where the Child(ren) have lived with a parent for at least six (6) consecutive months immediately prior to the commencement of this Plan, or since birth for children under six months old). The Parents acknowledge the continuing, exclusive jurisdiction of the home-state court over this Plan until a court of competent jurisdiction determines otherwise under UCCJEA principles.

Full faith and credit. The Parents acknowledge that the federal **Parental Kidnapping Prevention Act (28 U.S.C. §1738A)** requires every state to give full faith and credit to custody determinations of the home state, and that any relocation, interstate travel, or interstate enforcement of this Plan is subject to PKPA and UCCJEA principles.

3. Legal Custody (Decision-Making)

Legal custody confers the authority to make decisions concerning the Child(ren)'s **education, healthcare, religious upbringing, and all other significant matters** surrounding the Child(ren)'s welfare.

Joint Legal Custody. The Parents shall share joint legal custody. All significant decisions affecting the Child(ren) shall be made jointly after good-faith consultation. If the Parents cannot agree after such consultation, the matter shall be referred to dispute resolution under Section 13.

4. Physical Custody / Residential Schedule

Primary Physical Custody — Mother. The Child(ren) shall reside primarily with Mother. Father shall have parenting time in accordance with the schedule below.

4.1 Weekly Parenting-Time Schedule

Weekends. The non-primary Parent shall have the Child(ren) every other weekend from Friday at 6:00 p.m. through Sunday at 6:00 p.m. **Weekday dinner.** The non-primary Parent shall additionally have the Child(ren) one weekday evening per week (mutually agreed) from after school or 5:30 p.m. through 8:00 p.m.

4.3 Right of First Refusal for Childcare

If the Parent scheduled to have the Child(ren) will be unavailable to personally care for them for a period of more than **4 consecutive hours**, that Parent shall first offer the other Parent the opportunity to care for the Child(ren) during that absence before engaging any third-party caregiver. The offering Parent shall provide as much advance notice as practicable. If the other Parent declines or does not respond within a reasonable time, the offering Parent may arrange third-party childcare.

5. Holidays and Special Days

The holiday schedule shall override the regular weekly schedule. For the holidays elected below, the Parents shall alternate annually: Mother has the holiday in odd-numbered years and Father has the holiday in even-numbered years, with the assignments reversing the following year.

Holidays covered by this Plan:

- New Years
- Spring Break
- Mothers Day
- Fathers Day
- Independence Day
- Thanksgiving
- Winter Break
- Child Birthday

6. Transportation and Exchanges

Transportation responsibility. The Parent receiving the Child(ren) shall provide transportation and pick up the Child(ren).

Exchange location. Exchanges shall occur at the receiving Parent's residence.

Out-of-area travel. Neither Parent shall take the Child(ren) more than **100 miles** from either Parent's residence without the other Parent's prior written consent, except in the case of a documented emergency.

6.1 International Travel

Neither Parent shall take the Child(ren) outside the United States without providing the other Parent at least **30 days'** advance written notice, together with: (a) a complete itinerary including all flight numbers, lodging, and dates; (b) emergency contact information abroad; (c) a copy of the Child(ren)'s passport(s); and (d) written consent from the non-traveling Parent. The Parents acknowledge that international retention of a child in violation of a custody determination is subject to the **Hague Convention on the Civil Aspects of International Child Abduction** and the **International Child Abduction Remedies Act (22 U.S.C. §9001 et seq.)**. The Parents shall cooperate to ensure that both Parents hold copies of all passports and that neither Parent applies for new or replacement travel documents without the other Parent's knowledge.

7. Healthcare and Medical Expenses

Health insurance. Mother shall maintain health, dental, and vision insurance for the Child(ren) so long as such coverage is available at no or nominal cost through employment.

Uncovered medical expenses. Co-pays, deductibles, dental, vision, orthodontic, psychiatric, pharmaceutical, physical-therapy, and all other medical expenses not covered by insurance shall be split equally (50/50) between the Parents. The paying Parent shall submit a copy of the explanation of benefits (EOB) or receipt to the other Parent, who shall reimburse the submitting Parent within **30 days** of receipt.

National Medical Support Notice. The Parents acknowledge that, under the **Child Support Performance and Incentive Act (42 U.S.C. §666(a)(19))** and **ERISA (29 U.S.C. §1169)**, if child support is ordered through a state IV-D agency, a National Medical Support Notice (NMSN) may be issued to the carrying Parent's employer requiring enrollment of the Child(ren) in the employer-sponsored health plan, and such NMSN may override the allocation above.

8. Tax Dependency (IRC §152(e))

The Parents shall alternate claiming the Child(ren) as dependent(s): Mother in odd-numbered tax years, Father in even-numbered tax years.

IRS Form 8332. Under IRC §152(e), the dependency exemption and Child Tax Credit default to the custodial Parent (the Parent with whom the Child resides the greater number of nights during the year). To give effect to the allocation above when the non-custodial Parent claims the Child, the custodial Parent agrees to execute **IRS Form 8332 (Release/Revocation of Release of Claim to Exemption for Child by Custodial Parent)** for each applicable tax year, and the non-custodial Parent shall attach Form 8332 to the non-custodial Parent's federal income-tax return. Each Parent shall sign any additional documentation reasonably required by the IRS or state taxing authority to implement this allocation.

9. Child Support

Guidelines-based support. Child support shall be calculated in accordance with the child-support guidelines of the State of [STATE] and paid in the amount and frequency determined by the applicable state child-support agency or court. The Parents shall cooperate to calculate and memorialize the guideline amount in a separate child-support order or worksheet.

Termination of child support. Child support obligations under this Plan terminate upon the earliest of: (a) the Child's attainment of the age of majority under the laws of the State of [STATE]; (b) the Child's death; (c) the Child's valid marriage, entry into armed forces, or emancipation; (d) the Child's becoming self-supporting; or (e) further order of a court of competent jurisdiction.

Income withholding. The Parents acknowledge that, under **42 U.S.C. §666(b)**, child-support payments are generally subject to income withholding (wage garnishment) issued by the state IV-D child-support agency. Either Parent may request IV-D enforcement services at any time.

10. Educational Expenses

Post-secondary educational support is not addressed by this Plan and shall be governed by applicable law of the State of [STATE].

11. Relocation

Neither Parent shall relocate the Child(ren)'s primary residence more than **50 miles** from the Child(ren)'s current primary residence, or out of the State of [STATE], without providing the other Parent **at least 60 days' advance written notice**, including the intended move date, new address, and reason for the move. The non-relocating Parent may object and seek a modification hearing. Any relocation is subject to applicable state relocation statutes and the UCCJEA.

12. School, Records, and Information Sharing

Records access — FERPA and HIPAA. The Parents acknowledge that, under the **Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99)**, both Parents — regardless of custody designation — generally retain the right to inspect and review the Child(ren)'s education records, unless

expressly restricted by court order. Likewise, under the **HIPAA Privacy Rule (45 C.F.R. §164.502(g))**, each Parent's right to access the Child(ren)'s protected health information generally mirrors that Parent's legal-custody rights under state law. The Parents shall notify each Child(ren)'s schools and healthcare providers of these shared rights and shall not obstruct the other Parent's access to such records.

Mutual information sharing. Each Parent shall have access to, and each shall timely share with the other, the Child(ren)'s current address and phone number, education records, report cards, medical and dental records, government-agency records, psychological records, and law-enforcement records. Each Parent shall notify the other Parent of any emergency or substantial health change affecting the Child(ren) as soon as reasonably possible, and of any contact-information change within 72 hours. When the Child(ren) are away from their usual residence (e.g., summer camp, travel), the traveling Parent shall provide the other Parent with an emergency contact number.

13. Communication and Parental Conduct

Parent–Child communication. Each Parent shall permit and facilitate reasonable telephone, video, and electronic communication between the Child(ren) and the other Parent during the Child(ren)'s time with the first Parent, without monitoring or interference, during reasonable hours.

No use as messengers. The Parents shall not use the Child(ren) as messengers to communicate between Parents and shall not discuss adult disputes, litigation, or the other Parent's conduct in the Child(ren)'s presence.

Non-alienation. Neither Parent shall alienate, attempt to alienate, or in any way diminish the Child(ren)'s love, affection, or respect for the other Parent. Each Parent shall foster a positive relationship between the Child(ren) and the other Parent.

No surname change. The Child(ren)'s surname shall not be changed without the written consent of both Parents or an order of a court of competent jurisdiction.

13.1 Social Media and Digital Conduct

Posting of images. Neither Parent shall post photographs, videos, or identifying information about the Child(ren) on public social-media accounts without the other Parent's consent. Private sharing within a Parent's own family and close friends is permitted.

Device monitoring. Neither Parent shall install surveillance, tracking, or monitoring software on the Child(ren)'s devices for the purpose of monitoring the other Parent. Age-appropriate parental controls applicable equally during both Parents' parenting time are permitted and encouraged by mutual agreement.

Screen-time coordination. The Parents shall make good-faith efforts to apply consistent screen-time and content-access rules across both homes.

14. Dispute Resolution

Tiered dispute resolution. The Parents adopt the following tiered process: (1) **direct negotiation** for fourteen (14) days; (2) **mediation** with a neutral family mediator (mutually selected or court-ADR-appointed); (3) **parenting coordinator** (if one is designated under Section 14.1) for binding resolution of minor scheduling and logistical disputes; and (4) **court** for resolution of any remaining disputes or matters beyond the parenting coordinator's authority. The Parents shall not skip tiers absent emergency.

16. Death of a Parent

On the death of one Parent, custody of the Child(ren) shall pass to the surviving Parent, unless the surviving Parent is determined by a court of competent jurisdiction to be unfit. On the death of both Parents, custody shall be governed by the Parents' respective wills, trusts, and testamentary guardianship designations, subject to the court's overriding authority to act in the Child(ren)'s best interests. Each Parent agrees to maintain a current will and to notify the other Parent of material changes to testamentary guardianship designations.

17. State-Specific Compliance

18. Domestic-Violence Safety Disclosure

REQUIRED NOTICE. If either Parent has experienced domestic violence, sexual assault, stalking, or coercive control by the other Parent, that Parent should consult with an attorney or a domestic-violence advocate before signing this Plan. Several states (including California under Cal. Fam. Code §3044) impose rebuttable presumptions against awarding custody to a perpetrator of domestic violence, and a privately negotiated parenting plan may inadvertently waive important statutory protections. Resources: **National Domestic Violence Hotline 1-800-799-7233**. By signing below, each Parent acknowledges having read this disclosure.

19. Modification of This Plan

This Plan may be modified only by: (a) a written instrument signed by both Parents (and, for court-ordered plans, approved by the court); or (b) a court order upon a showing of substantial change in circumstances materially affecting the Child(ren)'s best interests. Unilateral modification is not permitted and may constitute contempt.

20. General Provisions

Governing Law. This Plan is governed by the laws of the State of [STATE], without regard to conflict-of-laws principles, and subject at all times to the jurisdictional rules of the UCCJEA and PKPA.

Severability. If any provision of this Plan is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Entire Agreement. This Plan constitutes the entire agreement of the Parents concerning the custody, parenting time, and support of the Child(ren) and supersedes all prior agreements on these matters.

Parent designations. The designations of Parent used in this Plan refer to the biological, adoptive, or legal parents of the Child(ren). Stepparents, new partners, and other household members are not "Parents" under this Plan, regardless of how any Child refers to them.

Counterparts; Electronic Signatures. This Plan may be executed in counterparts. Electronic and digital signatures are valid under the federal **ESIGN Act (15 U.S.C. §7001 et seq.)** and applicable state law.

Signatures

The Parents execute this Parenting Plan voluntarily, with full knowledge of its terms, having had the opportunity to consult independent counsel.

Mother

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Father

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Notary Acknowledgment

State of [STATE] County of _____

On this _____ day of _____, 20, before me, the undersigned notary public, personally appeared [**FIRST PARENT FULL LEGAL NAME**] and [**SECOND PARENT FULL LEGAL NAME**], proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the foregoing Parenting Plan, and acknowledged that they executed the same voluntarily for the purposes therein contained.

Notary Public: _____ My commission expires: _____ [Notary Seal]