

## PARENTING PLAN

This Parenting Plan was mediated with \_\_\_\_\_ between \_\_\_\_\_, Mother and \_\_\_\_\_, Father.

The Mother and Father were never married/married in \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ has filed an action involving custody of the child/children in the District Court of \_\_\_\_\_ County, Iowa

Mother and Father have \_\_\_\_\_ minor child/children: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

Each parent is aware of his or her right to be represented by legal counsel and has had a full opportunity to seek counsel for purposes of entering into this Parenting Plan (the "Plan"); and

Mother and Father wish to have this Plan and the terms and conditions contained herein, approved by the Court and incorporated by the Court in the Final Decree.

Mother and Father mutually agree as follows: (Use ones that apply)

- The best interests of the minor children will be maintained through appropriate involvement of both Mother and Father in each child's life.
- Mother and Father agree that each parent is a fit and proper person to be involved in the parenting of the child/children.
- Mother and Father will remain active and appropriately involved in maintaining a safe, stable consistent and nurturing relationship with their child/children.
- The overriding purpose of this Plan will be to establish custody, parenting time, visitation and other access arrangements to include apportionment of parenting time to be spent with Mother and Father and to provide provisions for a remediation process regarding future modifications of this Plan.
- Mother and Father understand the needs of each child/children may change as the child/children develop and they will interpret and apply this Plan in a way which best serves the evolving interests of each child/children.
- The parties understand that this Plan anticipates they will act in the best interest of each minor child/children as defined by Iowa Law.

Mother and Father shall have joint legal custody of the child/children which requires that they exercise mutual authority and responsibility for making final fundamental regarding each child/children's welfare and mutually participate in the responsibility of providing the parenting functions necessary for raising child/children.

We must share the rights and responsibility of raising the child/children. We will maximum continuing physical contact between the child/children and both parents. We will participate in decisions affecting the child/children's medical care, education, extra curricular activities and religious instructions. We will keep one another informed of all doctor's appointments, teacher conferences, sporting events, scouting events, plays and all other activities. We will share insurance cards and other insurance information.

We agree to use common courtesy and common sense when dealing with each other concerning child/children. We promise that we will not disparage the other in the presence of the child/children. We will observe the following ground rules: The child/children will not be used to communicate messages; disputes between us, will not be aired in front of the child/children; we will communicate directly with each other. New spouses or significant other will not be involved in communications concerning the child/children. We will each have reasonable telephone access to the child/children when they are with the other parent; we will promptly furnish to the other a copy of all sport schedules, school calendars, dance class schedules and other notices of activities, medical appointments, events and awards; We will keep the other informed of his/her current telephone number , and we will not abuse that telephone number by calling for any reason other than the child/children; we will keep the other informed of an address and phone number for any care providers who may watch the child/children.

In the event mutual decisions can not be reached then \_\_\_\_\_ shall have the authority to make a final decision.

The parties understand that this plan anticipates they will act in the best interest of each minor child/children as defined by Iowa Law.

\_\_\_\_\_ shall have legal custody of the child/children and shall maintain the legal responsibility and authority to make final fundamental decisions concerning a child/children's welfare and the parenting functions necessary for raising each child/children.

The principal residence of the child/children shall be with \_\_\_\_\_ subject to \_\_\_\_\_'s parenting time provisions set out in this plan. In the event either parent moves, the new address shall be provided to the other parent prior to the move.

The child/children's residence shall not be changed from the State of Iowa without prior written permission of Court.

Each parent shall have parenting time with the child/children as follows:

A. Weekends - every other weekend commencing from \_\_\_\_\_ on until Sunday/Monday at \_\_\_\_\_.

B. Weekdays – on from \_\_\_\_\_ until \_\_\_\_\_.

C. Summer - Each parent shall have \_\_\_\_\_ days uninterrupted parenting time during the summer. Each parent shall inform the other no later than May 1st of each year (alt)(or \_\_\_\_\_ days prior to) of the dates selected. Summer parenting time shall not infringe upon the other parent's holiday parenting time dates. Summer parenting time may not be tacked onto weekend parenting time or holiday parenting time without prior consent of the other parent. When summer parenting time includes leaving Iowa for out of state travel, telephone and address information shall be provided to the other parent.

Both parents may elect to designate up to seven (7) consecutive days for vacation time without the child/children by providing thirty (30) days advance notice to the other parent who shall have the option to exercise parenting time with the children during the other parent's regular parenting time.

D. Holidays - Holidays shall prevail over the regular schedule of parenting time.

E. Major Holidays:

1.) Easter: This holiday shall commence on Friday at \_\_\_\_\_ and conclude on Monday at \_\_\_\_\_.

2.) Memorial Day Weekend: This holiday shall commence on Friday at \_\_\_\_\_ and conclude on Monday, Memorial Day at \_\_\_\_\_.

3.) Fourth of July: This holiday shall commence on July 4<sup>th</sup> at \_\_\_\_\_ and conclude on July 5<sup>th</sup> at \_\_\_\_\_.

4.) Labor Day Weekend: This holiday shall commence on Friday at \_\_\_\_\_ and conclude on Monday, Labor Day at \_\_\_\_\_.

5.) Thanksgiving: This holiday shall commence on Wednesday at \_\_\_\_\_ and conclude on \_\_\_\_\_ at \_\_\_\_\_.

6.) Christmas Eve: This holiday shall commence on the day the child/children are released from school at \_\_\_\_\_ and conclude on December 24<sup>th</sup> at \_\_\_\_\_.

7.) Christmas Day: This holiday shall commence on December 24 at \_\_\_\_\_ and conclude on December \_\_\_\_ at \_\_\_\_\_.

8.) New Year's Eve: This holiday shall commence on December 31<sup>st</sup> at \_\_\_\_\_ and conclude on January 1<sup>st</sup> at \_\_\_\_\_.

9.) New Year's Day: This holiday shall commence on January 1<sup>st</sup> at \_\_\_\_\_ and conclude on the day before school is to begin at \_\_\_\_\_.

F. Other:

1.) The child/children shall be returned to \_\_\_\_\_ at the conclusion of each holiday. (alternative provision) (The parent commencing parenting time shall pickup the children.)

2.) In even-numbered years Petitioner/Respondent, \_\_\_\_\_ shall have the child/children for the following holidays: Easter, Fourth of July, Thanksgiving, Christmas Day, and New Year's Day.

Petitioner/Respondent, \_\_\_\_\_ shall have the children for the following holidays: Memorial Day Weekend, Labor Day Weekend, Christmas Eve, and New Year's Eve.

3.) In Odd-numbered years Petitioner/Respondent, \_\_\_\_\_ shall have the child/children for the following holidays: Memorial Day Weekend, Labor Day Weekend, Christmas Eve, and New Year's Eve.

Petitioner/Respondent, \_\_\_\_\_ shall have the child/children for the following holidays: Easter, Fourth of July, Thanksgiving, Christmas Day, and New Year's Day.

G. Mother's/Father's Day: The child/children will spend Mother's Day with Mother. The child/children will spend Father's Day with Father. For Mother's Day and Father's Day only, the holiday shall commence on \_\_\_\_\_ at \_\_\_\_\_ and conclude on \_\_\_\_\_ at \_\_\_\_\_.

H. Any vacation parenting time or holiday parenting time that results in a parent having two (2) consecutive weekends shall reset the alternating weekend schedule such that the other parent shall have parenting time on the third (3<sup>rd</sup>) weekend and the weekend and week day parenting times shall alternate according to the plan from the end of that weekend parenting time.

(alternative provision) (Because of the parents' work schedule, the alternating weekends shall remain the same even if one parent receives three weekends consecutively as a result of vacation or holiday parenting time.)

I. Other holidays, birthdays, and significant dates may be celebrated by mutual agreement of Mother and Father consistent with the best interests of the child/children.

J. The above terms concerning parenting time and access to each child may be adjusted or temporarily modified in length, timing, or terms upon reasonable advance notice, communication and agreement between Mother, Father, and child/children when appropriate.

K. Both parents acknowledge the responsibility to exercise and provide parenting time and that time is of the essence in exercising and providing parenting time. Each parent shall use reasonable diligence to notify the other in a timely manner when he or she will be delayed, late, or unable to exercise or provide parenting time within the time frames provided by this agreement. Fifteen minutes is a reasonable time for a parent to wait in order to pickup or return the child/children.

L. Each parent shall be responsible for providing his or her parents and extended family with access time to the child/children during that parent's time with the child/children.

One parent may not plan or schedule activities for a child/children during the parenting time of the other parent, without reasonable notice and consent of the other parent.

The Mother and Father agree that each child/children will have access to telephone and email contact with the other parent. Each parent shall have the same degree of telephone access with each child/children. The parent with whom a child is staying at any one time will assist in initiating calls to or receiving calls from the other parent and will not unreasonably interfere with such access. Telephone access will be exercised each (day) \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_ A.M./P.M. and \_\_\_\_ A.M/P.M.

Mother and Father shall inform one another reasonably in advance of each child/children's events where a parent may participate in the child/children's activities or events (for example, school plays, teacher conferences, sporting events, music recitals, et cetera). Notice shall be provided in such a way that the other parent has the maximum opportunity to attend that activity or event.

Mother and Father acknowledge the responsibility to provide each child/children with regular and continuous school attendance and progress. Both parents shall assist each child/children to the maximum extent possible to assure a quality education. Each parent will provide the other parent with information related to educational achievements and deficiencies of each child/children. Mother and Father will provide each other reasonable advance notice of any events, occurrences or decisions relevant to the child/children's education, to include without limitation: content of curricula or curricula changes, changes of school, testing related to post high school education, and events related to the decision or selection of college education.

All school, medical, dental, counseling, and other records will be reasonably available and accessible to both Mother and the Father. The names of each parent shall appear on all medical and school records. Each parent is responsible for notifying the school that he or she is to be included on mailing lists and be notified of conferences and events, provided report cards, progress notes and other pertinent information.

Either Mother or Father may authorize emergency medical procedures in situations affecting the immediate health or safety of each child/children.

Decisions of the moment regarding day-to-day care of each child/children will be made by the parent with whom each child/children is residing at the time.

Mother and Father shall assist each child/children in maintaining a positive relationship with the other parent and with other family members. Neither parent shall engage in conduct which tends to disparage the other parent or other family members; which tends to develop or maintain a negative relationship toward the other parent or other family members; or which tends to encourage a child/children to violate this plan or be uncooperative in implementing it. All communications about each child/children shall be conducted between the biological parents only, regardless of future relationships.

To resolve future changes or conflicts regarding parenting functions, parenting time or this plan, the parents shall first seek solutions through mutual agreement by identifying the issues, providing an opportunity for exchange of information, and providing an opportunity for the consideration of proposed solutions to the issues in a way which minimizes the exposure of each child/children to parental conflict. The parents shall attempt to minimize repeated litigation and utilize judicial intervention as a last resort by use of the mediation process, prior to resorting to the court system.

Mother and Father agree that continued, meaningful and frequent communication between them and each child/children is a necessary and appropriate element to this plan. In this regard Mother and Father will encourage and foster communication between themselves and the child/children in order to define and meet the "parenting functions".

(alternative provision)  (Mother and Father agree that face to face communication between them is not a reasonable method for appropriate issue resolution. They agree further not to exchange information through the child/children.

The parents' primary method of communication shall be by e-mail. The e-mail communications shall be made in a business like manner without language that is sarcastic, derogatory, inflammatory, demeaning, judgmental, accusatory, or digress with

an historical statement of past problems or failures to cooperate. Neither parent will engage in name-calling. E-mails shall be direct and short with consideration of **one** (1) issue per communication.

A. The initiation of any communication shall clearly and briefly state:

1. The single issue or topic to be considered;
2. A short statement or explanation;
3. A proposed resolution without comment on a possible response by the other parent; and
4. Use multiple e-mails for multiple topics.

B. The responding parent shall:

1. Acknowledge receipt of the e-mail and state when an answer will be provided;
2. Answer in a timely manner;
3. Request any clarification or state any questions; and
4. Limit response to the issue presented and to any proposed resolution.

C. Discussion may continue until an agreement is reached or until one of the parents declares the issue closed, once either parent says **STOP**, the discussion must terminate.

D. Resolved issues shall be confirmed by each parent and unresolved issues will be referred to mediation.

E. In the event that time constraints require quicker consideration of an issue than e-mail will allow, then telephone communication may be by means of voice mail only, with the same rules as e-mail.)

This Plan may be modified by mutual, written agreement of the parties and such modification shall be subject to approval by the Court before being incorporated into a court order.

This Plan shall expire when its terms are no longer effective with respect to any individual child/children. It may be terminated prior to a child/children reaching the age of majority only upon agreement of Mother and Father and with approval of the Court.



**ACKNOWLEDGMENT OF PARENTING PLAN**

**By signing this Parenting Plan, we ask the Court, subject to approval by attorneys and subject to Mediation Rules adopted by the Fourth Judicial District, paragraph 9, to approve the terms and conditions of our agreement, and to incorporate those terms in the final Decree. We represent that we believe the Parenting Plan as set forth above is in the best interests of each of our children. We each have agreed to this Parenting Plan with full understanding and without undue influence, fraud, coercion, or misrepresentation. Our full agreement is set forth herein, and there are no secret or undisclosed terms. We agree to abide by the general principles set forth herein.**

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

Petitioner's attorney: \_\_\_\_\_

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

Respondent's attorney: \_\_\_\_\_