



**High Conflict Diversion Program™
Support for Parents in Conflict
Highconflict.net**

SAMPLE PARENTING PLAN AGREEMENT

Today's Date _____

MOTHER:

FATHER:

1. CUSTODY OF THE MINOR CHILDREN

Child's Name/DOB	Legal Custody	Physical Custody	Primary Residence
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. SHARED PARENTING SCHEDULE

- The goal of this parenting plan is to foster the best interests of their children in all decision making and parenting time moving forward through this transition of divorce.
- Each parent is a fit and proper person to be actively involved in the **parenting** of the minor children and will share, to a reasonable and practical extent, the rights and responsibilities of raising the minor children.
- Mother and Father understand the needs of the minor children may change as they mature and, if agreed upon, this **Plan** will be adjusted in a way which best serves the evolving interests of the minor children. Any changes will be documented in writing and signed off by both parents.

A. Agreed Upon Parenting Schedule is reflected as follows:

The parents agree to engage in the following schedule:

- € 2 / 2 / 5 – for pre-school children (50:50)
- € 3 / 4 – for elementary- and middle school-age children (50:50 or 40:60)
- € 7 / 7 – for middle school- and high school-age children (50:50)
- € Every other weekend from Friday after school back to school on Monday plus weekly mid-weekend exchange (35:65) – often good for traveling parents or geographical distance greater than 20 miles
- € Every other weekend from Friday 6pm through Sunday 6pm plus weekly mid-weekend exchange (20-30: 70-80)
- € Every other Saturday & Sunday from 9am-6pm plus weekly afterschool time, e.g. from 3-7pm (15:85)
- € Other variations exist, customizable to fit the needs of the family involved.

Example of a 3 / 4 schedule (50:50):

Mother: To pick up children daily from school and provide afterschool care from 3-6pm except 1-2 days per week when she is on call, and every other weekend from after school on Friday back to school on Monday.

Father: To pick up children from school on those 1-2 days when Mother is on call, and to provide care Sunday through Saturday, except every other weekend from after school on Friday back to school on Monday when the children are with the Mother as noted above.

Your verbiage to describe the exchanges to occur during your agreed upon parenting plan include the following:

Exceptions to the above referenced plan schedule include:

- € Vacation Schedules as outlined below
- € Holidays as outlined below, and
- € Other limited interruptions of the schedule based on mutual written agreement of the parents.

B. Summer Schedule – The parents agree to the following:

- € Return to parenting plan mediation in _____ to evaluate how the schedule is working to determine what adjustments may be necessary given the young age of the children.
- € Continue the regular parenting schedule through the summer.
- € Implement an alternate summery schedule for 8 weeks (specific dates to be determined) as follows:

- Every other week with neutral exchanges to be conducted on _____
- Every two weeks with neutral exchanges to be conducted on _____
- Other: Define here _____

C. Holiday Schedule – The parents agree that the holiday schedule takes precedence over any interim and/or regular schedules described above. The regular schedule shall resume after the holiday is over.

Holiday	Even Years	Odd Years	Beginning/Ending Times
Mother's Day	Mother	Mother	
Father's Day	Father	Father	
Thanksgiving*	Mother	Father	
Christmas Eve**	Father	Mother	
Christmas Day**	Mother	Father	
New Year's Eve & New Year's Day			
Easter***			
Children's Birthday			
Mother's Birthday	Mother	Mother	
Father's Birthday	Father	Father	

D. School Breaks – The parents agree to the following during school breaks:

- € The regular parenting schedule will be following during all school breaks.
- € The School Breaks will be alternated as follows:
 - ***Thanksgiving School Break: Split Week**
In EVEN years: _____ has the first half of the week from after school on Friday through Wednesday, 12n; _____ has the second half of the week from Wednesday, 12n through back to school on Monday, including **Thanksgiving**.
In ODD years, _____ has the first half and _____ has the second half to include **Thanksgiving**.
 - ***Thanksgiving School Break: Full Week**
In EVEN years: _____ has the entire week from after school on Friday through back to school on Monday, including **Thanksgiving**.

In **ODD** years, _____ has the entire week from after school on Friday through back to school on Monday, including **Thanksgiving**.

Optional Arrangements to be described here: _____

○ ****Winter/Christmas School Break:**

In **EVEN** years, _____ has the first half of the Winter break from after school to December 26, 12n, to include **Christmas Eve and Christmas Day**; _____ has the second half of the Winter break from December 26, 12n, through **New Year's Eve and New Year's Day** back to school.

In **ODD** years, _____ has the first half of Winter break to include **Christmas Eve and Christmas Day**; _____ has the second half of Winter break to include **New Year's Eve and New Year's Day**.

Optional Arrangements to be described here: _____

○ *****Winter Break: Split Week**

In **ODD** years: _____ has the first half of the week from after school on Friday through Wednesday, 12n; _____ has the second half of the week from Wednesday, 12n through back to school on Monday, including **Easter**.

In **EVEN** years, _____ has the first half and _____ has the second half to include **Easter**.

○ ***Winter Break: Full Week**

In **EVEN** years: _____ has the entire week from after school on Friday through back to school on Monday.

In **ODD** years, _____ has the entire week from after school on Friday through back to school on Monday.

Optional Arrangements to be described here: _____

- *****Spring Break: Split Week**
In ODD years: _____ has the first half of the week from after school on Friday through Wednesday, 12n; _____ has the second half of the week from Wednesday, 12n through back to school on Monday, including **Easter**.
In EVEN years, _____ has the first half and _____ has the second half to include **Easter**.
- ***Spring Break: Full Week**
In EVEN years: _____ has the entire week from after school on Friday through back to school on Monday.
In ODD years, _____ has the entire week from after school on Friday through back to school on Monday.

Optional Arrangements to be described here: _____

Note: *The holidays can also be separated out from the Winter Break, i.e. keep the regular parenting schedule through the school breaks and exchange only for the actual holiday time.*

Three Day Holiday Weekend Schedule:

- € The regular parenting schedule will be followed.
- € Three-day holiday weekends shall be scheduled as follows:
 - *The parents agree to rotate so that _____ has President's Weekend and Labor Day on **EVEN** years while _____ has Martin Luther King Day Weekend and Memorial Weekend.*
 - *On **ODD** years, this rotates so that _____ has President's Weekend and Labor Day while _____ has Martin Luther King Day Weekend and Memorial Weekend.*
 - *Exchange time will begin upon conclusion of school on Friday and continue back to school on Monday.*
 - *Optional exchanges are as follows:* _____

D. Transportation/Exchanges

- € Parents agree to be primary drivers during transportation of the Children until the children are of legal driving age.

- € Parents may also designate alternative licensed and insured adult drivers, as listed on authorized emergency contact list on file at the children’s school, when unable to drive the Children personally.
- € Any vehicle must have age-appropriate safety restraint devices.
- € Illness on the part of the Children does not alter the scheduled parenting time for either parent, unless the Children are too ill to be transported; the parents agree to amicably address this as the need arises.
- € Other considerations: _____

E. Children’s Clothing and Personal Belongings

Each parent will maintain the following items for the Children at each household regardless of the parenting time involved

- € Clothing / Shoes
- € Toiletries
- € Toys
- € Electronics
- € Athletic equipment
- € Other _____

F. Travel with Children

- € The parents shall notify each other via email **at least 72 hours in advance** if they plan to travel outside of State of California during their scheduled parenting time for an overnight travel and exchange information regarding the date and time of departure/return and city of destination.
- € Should travel within the State of California involve air transportation, the traveling parent agrees to provide flight plan information **at least 72 hours in advance**, and provide any changes in travel plans in a timely manner.
- € Cell phones and texting are to be used to convey changes in information and for emergency contact purposes.
- € The purpose of notification is to simply keep the other parent informed of the children’s whereabouts and does not constitute the opportunity to deny or interfere with such travel.
- € **International** travel requires that the parent traveling with the Children will present at all times a **notarized letter** from the other parent authorizing travel outside of the United States for specific dates of travel and to specified locations. A request for a notarized letter, along with passports and birth certificates from the traveling parent must be submitted in writing **at least 30 days prior** to international travel; the parent providing the notarized letter must **respond within 7 days** of the request.
- € Appropriate means of communication shall be established by the traveling parent for the Children’s use with the non-traveling parent during the length of the

vacation, to include scheduled telephone and/or SKYPE sessions to be arranged prior to departure.

€ The **Children's passports and original birth certificates** will be maintained by _____; documents shall be returned to _____ within **fourteen (14) days upon completion of travel.**

€ Other considerations: _____

G. Vacations

Each parent may elect to take a vacation of up to

- 🍏 ten (10) consecutive days each year.
- 🍏 one full week during the summer months
- € two consecutive weeks during the summer months
- 🍏 three weeks interspersed throughout the year, not to interfere with regular school attendance

The parents agree to the following parameters of vacation time to include the following:

- € The parent must notify the other parent in writing of their vacation plans a minimum of _____ (**thirty (30) days is recommended**) in advance.
- € Each parent is to provide a basic itinerary, **within** _____ (**48 hours is recommended**) **of departure**, that includes dates of departure and return, destination(s), and an emergency contact telephone number.
- € The purpose of a basic itinerary is to inform the non-traveling parent of the children's whereabouts but does not constitute any right of that parent to interfere, object and/or deny the traveling parent's plans.
- € Provided the above notification requirements are met, each parent shall honor the vacationing parent's request and shall facilitate the Children's participation regardless of what the other parent's plans or desires are.
- € Whoever schedules their vacation first has first rights for the requested dates. However, should there be conflict in scheduling or the parents' vacation dates conflict, the _____ (e.g. Father) shall have preference for ___ his ___ her dates in **EVEN** numbered years and the _____ (e.g. Mother) shall have preference for ___ her ___ his dates in **ODD** numbered years.
- € Vacation time shall not interrupt **school** attendance unless mutually agreed upon by the parents and school personnel; any interruption of school shall not exceed an absence from school greater than _____ days unless there are

extenuating circumstances such as death and/or illness or some other unforeseen event.

€ Other considerations: _____

H. Notification of Residential Address

- € Each parent shall notify the other parent of a change in residential address and telephone number(s) within **24 hours** prior to any change as it pertains to where the children will be residing.
- € Neither parent has the right to inspect and/or enter the other parent’s residence unless invited.
- € Neither parent shall move to a location that disrupts the Children’s ongoing attendance within the _____ School District.
- € Should a relocation be required outside of San Diego County, neither parent may relocate the children without **an order of the Court** granting the move OR written agreement with the non-moving parent must be secured at least **90-days in advance of the move.**
- € Other considerations: _____

I. Communication Guidelines and Professional Conduct

Appropriate lines of communication shall be established and maintained while the Children are with either parent.

- € The parents agree to utilize telephone and text communication with each other for **EMERGENCY** purposes **ONLY**.
- € The parents agree to utilize telephone and text communication with each other for when communicating time-sensitive, critical parenting issues.
- € The parents agree to communicate routine information regarding the Children via email.
 - Recommended email protocols include acknowledging receipt of the email within 24 hours while allowing 48-72 hours for a response.
 - For time-sensitive but routine matters, the parent sending the email shall also send a text message advising the other parent of an “email alert” so that the matter may be responded to in a time-appropriate manner.
- € Mother and Father agree to conduct themselves in a **professional, business-like** manner both verbally and in writing. This includes using business like notes, without inappropriate personal comments, to exchange information related to the

- health, education and welfare issues that arise during their parenting time with the Children.
- € The parents agree to mutually monitor the Children’s communications via text, emails and social media. Guidelines from the American Academy of Pediatrics are recommended: <http://www.parenting.com/gallery/social-media-monitoring-kids>.
 - € **Both parents agree to refrain** from making, or allowing others such as extended family members and/or friends, to make **negative or disparaging comments** about the other parent or the other parent’s past or present relationships, family or friends within hearing distance of the Children.
 - € The parents will communicate directly with each other via text and/or email concerning the Children and shall **not use the Children as a messenger** between them.
 - € Guidelines for email communication are attached to this plan in **Attachment B**. Both parents agree to **refrain from questioning the Children about the personal life** of the other parent or allowing anyone else to do so.
 - € Neither parent shall **expose the Children to court papers or disputes** between the parents. Each parent shall make every possible effort to ensure that other people comply with this order.
 - € Both parents shall **exercise appropriate parenting and decision-making** when the Children are in their parenting time without interference from the other parent, provided the safety and well-being of the Children are not compromised.
 - € Other considerations: _____

J. Right of First Option/Refusal of Children’s Care / Canceled Parenting Time

- € In the event that either parent requires care for the children **for a period of time greater than ____** (8 is typically recommended) **hours**, the other parent shall be given first opportunity to provide alternative care.
- € Notice of 72 hours or more, or as much prior notice as possible, from the parent requiring the care shall be given to the other parent before other arrangements can be made with extended family members or external care providers.
- € The non-scheduled parent is not obligated to provide care or change his/her personal/business plans when requested should other commitments exist. It remains the responsibility of the scheduled parent to arrange (and pay) for the alternative care. If the non-scheduled parent agrees to provide care in the absence

of the other but then becomes unavailable, it is the scheduled parent's responsibility to arrange for alternative care to cover the time intended.

- € Both parents agree to extend effort to schedule work-related and/or adult social-related obligations during their non-parenting related times as much as reasonably possible. In the event that either parent is unable to exercise parenting during the scheduled time, including illness, he or she must notify the other parent at the earliest possible opportunity. There is no obligation to make up the time between the parents when such is lost.
- € The parents both agree to be reasonable in the frequency and purpose of their application of the First Right of Option as well as be reasonable in the use of alternative childcare (for 8 hours or less) during their respective parenting time.
- € Other considerations: _____

K. After school Children Care:

- € Full-time, after school care is agreed upon up through the 6th grade with the costs to be equally shared between the parents.
- € It is each parent's responsibility to arrange for reasonable childcare (i.e. 8 hours or less), afterschool activities and/or transportation during their scheduled parenting time. This does not preclude the scheduled parent from contacting the unscheduled parent to assist when and where available.
- € The parents agree that the children may be home alone as follows: 5-6th grade – no alone time; 7-8th grade – up to two hours alone; 9-10th grade – up to 3 hours alone.
- € Other considerations: _____

L. Extracurricular activities and Interactive School Events

- € To the extent that it is appropriate and feasible, while continuing the children's relationships with both parents, **the children's educational and extracurricular activity schedules shall be disrupted to the least extent possible.**
- € If the **scheduled parent elects not to attend** the event for whatever reason, the **other parent has the first right of option** to facilitate the Children's participation in relevant school and/or extra-curricular activities pertaining to the Children's interests. Both parents may attend events when possible; if there is a

limitation as to how many people can attend, the option remains with the parent who has the scheduled parenting time.

€ **Neither parent shall deliberately plan an activity which will interfere with the time of the other with the children;** however, this does not mean that activities will not occur during the time the other parent is scheduled to be with the children. This means that both parents will work together to agree to and coordinate these schedules so that the children suffer the least adverse impact.

€ Exceptions may include special family events that are outside of their scheduling control. When such special events occur, the parent with the event shall provide at least 72 hours' notice, if not more, for such events to be honored.

€ Other considerations: _____

M. Alcohol / Substance Abuse / Weapons

€ Both parties agree to maintain a drug-free environment for themselves as well as other family members and to refrain from allowing the Children to be in the presence of individuals (themselves and/or others) who have consumed an excessive amount of alcohol or any illegal drugs.

€ Both parents agree to refrain from driving a vehicle with the children present after the consumption of alcohol.

€ The parents agree to keep alcohol in a safe and inaccessible location from the Children, particularly as the Children age into middle and high school.

€ The Children will not be exposed to secondhand cigarette smoke while in the home or car of either parent.

€ In the event of weapons maintained by either parent, each agrees to adhere to the guidelines set forth by the State of California as found here: <http://oag.ca.gov/firearms/tips>.

€ Other considerations: _____

N. Medical / Health / School Information

MEDICAL

€ The parents agree to maintain full medical health insurance for each of the children through the required age of 26.

€ Which parent carries the children on his or her policy and how the payment of medical expenses and co-payments that exceed the terms of coverage is to be determined in the marital settlement agreement.

- € Each parent may have access to medical records pertaining to the Children and may consult with any professionals involved with the Children.
- € Each parent shall notify the other in advance of any scheduled medical/dental appointment, verify the purpose of the medical/dental visit, the costs associated with the appointments, and to **communicate the outcome** of such appointments to the other parent in a timely fashion, i.e. **within 24 hours** of scheduled appointment.
- € Scheduling of urgent (non-routine) appointments will be done according to the availability of the medical provider; if the appointment falls on a parent's scheduled parenting time, and the parent is unable to facilitate attendance to the appointment, that parent is responsible for rescheduling as needed.
- € The other parent may elect to be available to facilitate keeping regularly scheduled appointments if schedules permit.
- € If a child is taking medication at the time of shared access, the medication shall be provided along with written instructions as to when it should be given again and the need for any follow up care.
- € Each parent will be designated as an emergency contact with medical providers.
- € Each parent is authorized to take any and all actions necessary in an emergency situation to protect the health and welfare of the Children. The parent authorizing such emergency treatment must notify the other parent as soon as possible of the emergency situation and of all procedures or treatment administered to the Children.
- € Other considerations: _____

SHORT-TERM THERAPY

- € The parents agree to make available short-term counseling as needed for the Children when appropriate and as evidenced by any behavioral issues. This is anticipated as short-term and not ongoing, i.e. less than six months.
- € Both parents will ensure every effort to facilitate the Children's attendance at any scheduled sessions.
- € The cost of the Children's therapy will be shared equally by the parents and/or using available health insurance coverage when possible.
- € Other considerations: _____

SCHOOL ACCESS

- € Each parent may have access to school records pertaining to the Children and may consult with any professionals involved with the Children.
- € Both parents shall instruct the child's schools to list each parent and their respective addresses and telephone numbers on the school's records.

- € Each parent will maintain contact with the children’s schools to find out about the children’s needs, progress, grades, scheduling of parent-teacher conferences, and other special events.
- € If not provided directly by the school, the parent receiving the children’s report cards shall provide to the other parent copies of each of the children’s report cards for every report period, including interim report cards.
- € Both parents have the responsibility to ensure placement on any school and extracurricular activity mailing lists.
- € Both parents shall be actively involved in supporting the children’s timely completion of schoolwork and school-related projects.
- € Should tutoring be needed at any time to maintain sufficient grades and progress, the parents agree to share equally in the costs.
- € Each parent will be designated as an emergency contact with school personnel.
- € Each parent is authorized to take any and all actions necessary in an emergency situation to protect the health and welfare of the Children.
- € Other considerations: _____

O. Parenting Coursework

- € Both parents shall complete the Collaborative Parenting program on-line (4 hours) in good faith to demonstrate their commitment to the best interests of the Children and to ensure their understanding of the dynamics of parenting in a post-divorce world. www.collaborativecoparenting.com. The parents agree to complete this program by _____ and provide verification of completion to each other.
- € The parents also agree to engage the High Conflict Diversion Program, a 9-week program designed for families in divorce, www.highconflict.net, to be completed not later than _____ (within 60 days is recommended). Each is responsible for their share of the program. The family agree to take the program concurrently

P. Future Disputes

- € In the event of future disputes and/or compliance challenges with this parenting plan, the parties agree to return to private mediation for resolution of those specific issues prior to obtaining relief from the courts.
- € Either party may initiate the request for mediation, and once requested, both parties shall comply with the request without objection.
- € Both parties shall share equally in the costs of any future mediation services, due and payable at the time of such services.

3. Agreement to the Plan

The above parenting agreement represents a fair and accurate representation of the efforts made by the parties during the mediation process. It also represents the parties' determination of what represents the Children's best interest. Once this Parenting Plan Agreement has been signed by both parties, it may be considered by the Court even if one of the parties later disagrees with one or more of the terms.

The terms and conditions of this order may be added to or changed as the needs of the Children and parents change. Such changes shall be in writing, dated and signed by both parties.

MOTHER: _____ Date: _____

(print) _____

FATHER: _____ Date: _____

(print) _____

Facilitated by: _____ Date: _____

ATTACHMENT A

(Insert Option #1-3 here)

ATTACHMENT B

COMMUNICATION GUIDELINES

- Maximum one email per day unless emergency or time sensitive
- Maximum one topic per email
- Everything written must be child-focused, informative, and polite
- Refrain from talking about the past, making accusations or personal attacks, call names or otherwise blame the other
- Maximum 40 words per email; ideally less than 20 are preferable
- Responses are made within 24-48 hours, except in cases of emergencies or time-sensitive matters. Refrain from immediate responses, particularly less than 3 hours.
- Frame your requests in terms of a “proposal” – consider your response in terms of “I’ll think about it” before saying “Yes” or “No”
- Acknowledge receipt of an email and identify a timeframe for when you will respond, e.g. “acknowledging receipt of your email; will respond within 24-48 hours”
- If you can’t say “yes” to a request, respond with a counter-proposal. If agreement can’t be reached within 1-2 proposals and counter-proposals, take it back to counseling and/or mediation for guidance.

ATTACHMENT C

Both parents agree that neither shall introduce the Children to a new significant other until after the dissolution of the marriage, and that the new relationship has existed for nine months.

Both parents agree that neither shall have someone in an intimate relationships stay over in their respective homes while also parenting the Children until after the dissolution of the marriage and the new relationship is in existence for at least one year. This is considered to be in the best interest of the Children.