

## PARENTING PLAN WORKSHEET FOR CO-PARENTING, MEDIATED OR COLLABORATIVE DIVORCES

Parents are encouraged to each complete this worksheet in as much detail as possible, to facilitate their developing a parenting plan. This document may be used in discussion with your Mediator(s), Collaborative Coaches, Collaborative Child/Adult Child Specialist and/or Co-parenting Specialists. This document is not suitable for resolving litigated divorce/custody disputes, as they are guided by existing laws that may not cover the terms herein, such as religious training, and college/trade school tuition. Some *litigating* co-parents do review this and include some of the language from this document in their final judgments. When mediating or using collaborative divorce/custody processes, you can agree to whatever you wish, including values that guide your parenting decisions, as long as agreements are agreed to and formally submitted to the court. The more specific the agreement, the more enforceable it is.

Mental Health Professionals have included here many of the issues that co-parents who are court-ordered to co-parenting therapy typically struggle with, during or long after their litigated co-parenting/custody disputes. When conflict between co-parents is high, the greater detail provided can help avoid future disputes. The clearer you are about your values and other parenting matters *now*, the less such disputes will arise in the future, and the less tension and discord will be experienced by your children. Children recover from divorce *in direct proportion* to their parents' ability to communicate effectively, and to free their children from marital/post-marital conflict, discord and background tension. Some families hold to many of the same conditions agreed to here regarding holidays, for example, even after children go to college/trade school to prevent even adult children from feeling torn.

Your agreed-upon language and edits here will be largely respected by the collaboratively-trained family law attorney writing up the agreement for formal inclusion in your final judgment submitted to the court, unless the attorney feels more clarification is needed. **As long as you can both agree, you may each request to alter anything in this document. Remember, you're aiming for win-win solutions for both of you, and for the wellbeing of your child(ren).** Expect to need to clarify how your proposal satisfies YOUR desires as well as your co-parent's.

We recommend that you read this over first, and then type your comments, questions and suggested changes in different colors *on your own copy*. **Orange** for Parent 1 (P1), **Blue** for Parent 2 (P2), and **Green** for agreements. You can save time/money by working together, depending on your ability to communicate respectfully, on the phone/zoom. To the extent you agree on ANYTHING – highlight these sections in **green**.

Start with whatever you can agree to, including items that don't offer a place to "check a box." If you can't communicate effectively with your co-parent, one of you can offer to go first (e.g. P1) to **review a shared copy of the document** and highlight in YOUR color (blue or orange) all the issues *without* check boxes that you agree with. Then, (P2) can go through *that same document*, and highlight in **green** all the areas P2 agrees to as well.

When you start by operating from a shared document this also saves you tons of time and money so we don't have to charge to cross-check your separate documents. **When you have differences** – put these in your color **on your private document**, so your mediator(s) can review these and make sure your proposals

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are positively stated and apply for both of you, before you share. DO NOT offer changes or separate proposals without the help of your mediator/co-mediator.

**When together, immediately skip whatever it's clear you can't/won't agree on, don't let any conflict get started, and quickly make a note that *you need help making respectful win-win proposals from your mediator/co-mediator for that item*.** Try to do this on your private doc in your color ink. Although there are several items without an opportunity to "check a box" you may offer alternatives in *every instance*, or add an "X" in your color to indicate agreement. When there is disagreement, we'll review these comments during individual and joint appointments with your professional(s).

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

Parent 1

Parent 2

Names:

Addresses:

Cities:

State, Zip:

Telephones:

Cells:

E-mails:

This plan has been developed through the following process:

Agreed Co-parenting Mission Statement:

Blame-free Short Divorce Story agreed to by the Co-Parents to keep the child(ren) from feeling torn or put in the middle of adult concerns (also the "party line" for extended family and friends to allow for good will in both households):

This parenting plan applies to the following children:

Name

Birth Date

Child 1

Child 2

Child 3

Child 4

**JOINT LEGAL CUSTODY**

The parents shall have joint legal custody, which means that both parents shall share in the right and responsibility to make decisions and must confer in making decisions on matters, including but not limited to the following:

- Enrollment in or leaving a particular private or public school,
- Participation in extracurricular activities,
- Beginning or ending of psychiatric, psychological, or other mental health counseling or therapy, and
- Selection of a doctor, dentist, or other health professional, except in emergency situations or as specified below.

In all other matters related to exercising joint legal custody, the parents may act alone, as long as the action does not conflict with any orders herein or concerning the legal custody of the child. When those rights and responsibilities require mutual consent, failure to obtain mutual consent prior to implementation may result in civil or criminal penalties and/or result in a change to the legal and physical custody of the child(ren). In the event of disagreement, the parents will resolve the matter within 2 weeks and a maximum of 1 month’s time from the time either parent requests and both parents agree to either a mediated or collaborative process with agreed-upon professionals, and the parents shall maintain the child(ren) with the provider, school, activity, etc. pending further mediated or collaborative resolutions, and only after mediation or collaborative resolutions have failed, as a final resort, an order of the court.

**RESIDENTIAL SCHEDULE**      Key: Use “P1” for Parent 1, and “P2” for Parent 2

**For Residential Times:** During a parent’s time with the child(ren), when that parent asks the other parent to watch the child(ren) for any reason, or the other parent has the child(ren) for additional time/days due to having the “right of first refusal,” these additional days of care for the child(ren) are not to be counted as any “extra” holiday or vacation days stipulated for child support in this agreement.

Week 1	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning							
Afternoon							
Evening							
Night							

Week 2	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning							

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Afternoon							
Evening							
Night							

Description:

Location of pick-ups:

Location of drop-offs:

**TRANSPORTATION ARRANGEMENTS**

Transitions to/from school whenever possible relieve children of the experience of leaving one parent for the other which can cause more distress. Similarly, it can be hard on children to leave fun, social activities to go be with the other parent. Also consider that if you have regular work or other meetings in the evenings as a parent, you'll need regular weekly schedule rather than one that changes week-to-week.

Transportation arrangements for the children between the parents at the change of parenting schedule will occur as follows:

- The parent ending her/his residential time with the children transports to the school or other parent.
- P1  P2 always transports the children
- Other:

**DAILY NEEDS**

When each child is in the care of a parent, that parent will ensure that the child will be properly groomed, fed, clothed and supervised. The child(ren) will be given effective physical care, health care, including mental health care, daycare and qualified adult supervision to ensure the child's best interests are furthered. Failures to do so risk being deemed "child neglect." To ensure a stable, consistent and peaceful context for raising their child(ren), both parents agree to complete the following:

- P1 & P2 both agree to take the 10 class course in basic parenting (research-based and trauma-informed) and complete the certificate prior to ending this mediation and submitting to an attorney for write-up: EchoParenting.org (\$99).
- P1 & P2 both agree to require their caregiver/respective parents to take the 10-class course in basic parenting, and to complete the certificate prior to ending this mediation and submitting to an attorney for write-up: EchoParenting.org (\$99).
- P1 & P2 both agree to take the 12 class course in Co-parenting and to complete the certificate prior to ending this mediation and submitting to an attorney for write-up: HighConflictInstituute.com (\$139).

### **DAY-TO-DAY DECISIONS**

Each parent will make decisions regarding the day-to-day care and control of each child while the child is residing with that parent, in accordance with the agreements herein. Regardless of the allocation of decision-making in the parenting plan, either residential parent may make *emergency* decisions directly affecting the health and safety of the children.

### **TRANSITIONS: CHILDREN'S TOYS, CLOTHES & OTHER BELONGINGS**

1. The parents recognize that the children may have particular attachments to certain belongings and will respect the children's right to have such belongings transfer with them between parents/households.

2. Both parents similarly understand that the child(ren) are not to blame or be held responsible for the divorce and what this imposes on children. Most children require several months to develop the skills needed to learn to plan, prepare and transport their academic and other stuff between households. Help *them* think it through and prepare, make lists, etc. (e.g. "What else do you think you'll need?" versus spelling it out *for* them) and at the same time, expect to make more than one trip as they forget things for a while. Children feel less anxious, the more competent and skilled they are, and the better they are supported to plan and anticipate what will be happening next.

3. Online Calendar: In order to reduce the stress for children of any transitions between households, and to retain as much continuity as possible across households, when the child turns 8 both parents agree to teach the child(ren) to use a shared family online calendar to help them track homework assignment/project due dates (working backwards to figure out how much they need to do daily to meet deadlines), extracurricular activities, doctor's appointments in both households, playdates, etc.

Children who know how to manage their own time, and know, in advance, when things will occur are significantly less stressed and anxious. Parents agree to teach their child(ren) to learn to use the online calendar to share events, manage parenting plan transitions, manage homework assignments and test preparation, help keep both parents informed, etc.

4. Neither parent will prevent the child from communicating with the other parent or any other family member, *unless* it violates basic house rules such as bed time, homework time, meal time, being grounded, etc. Both parents agree to require the child to work out things with the residential parent when there has been an upset with that parent, *before* the child may call the non-residential parent to "tattle" or ask for help. If a parent is for any reason unable to resolve issues with a child, a child therapist specializing in divorce who understands related dynamics will be employed immediately to ensure the child is able to voice his/her concerns respectfully, and effectively work through any challenges directly with the parent in question. Each parent will in every way, directly and indirectly support the children's having a loving, trusting and respectful relationship with the other parent.

### **SCHEDULE FOR SPRING, THANKSGIVING & WINTER BREAKS**

To allow each parent time for extended, enriching travel with the child, each parent is given the opportunity to have an entire school break, including the holidays falling within a given school break, in alternate years. Parents and children often sustain the Holiday Schedule throughout and beyond college or trade-school options, to ease holiday planning and relieve adult children from any pressure to accommodate one parent at the expense of the other.

For example, in even years, children reside with Mom for Spring Break and Winter Break, and with Dad for the Thanksgiving Break, prior to Winter Break, and the Spring Break following Winter Break. In odd numbered years, the child resides with Dad for Spring Break and Winter Break, and with Mom for Thanksgiving Break and the following Spring Break. The term “residential parent” refers to the parent with whom the children are residing for that particular school break.

### **SCHEDULE FOR WINTER BREAK**

1. When either parent wishes to travel during Winter Break, in odd years, child(ren) may travel with Parent 1  Parent 2, and in even years, child(ren) may travel with Parent 1  Parent 2 for all of Winter Break.

- Parents will notify one another of the intent to travel during Winter Break by **October 1**, prior to the Winter Break.
- When the residential parent opts to travel for *less* than the entire Winter Break, the remaining days will be divided by mutual agreement to share the remainder of the time over the entire Winter Break.
- The non-residential parent will have the option to travel with the children during **Thanksgiving Break before Winter Break, and the Spring Break** following Winter Break.

2. When both parents are in town for most of the Winter Break: (this option doesn't share time equally)

- In odd years,  Parent 1  Parent 2 has child(ren) from the beginning of Winter Break through Xmas eve at \_\_\_\_\_.
- In even years,  Parent 1  Parent 2 has child(ren) from the Xmas -day at 10:30 am through the end of Winter Break

The children will reside with  Parent 1  Parent 2 during the Winter Break; or

The children will reside with P1 for the first half and P2 for the second half of Winter Break in even years  odd years and the reverse in alternate years; and/or

- Christmas Eve
- Christmas Day

- New Year's Eve
- New Year's Day

If either parent travels for the Winter Break,  P 1  P 2 will have the option to travel for the entire Winter Break in odd years, and  P1  P2 in even years.

Other:

### **SCHEDULE FOR THANKSGIVING BREAK**

In general, the child will reside for Thanksgiving Break with the parent who does not have the option to travel during Winter Break in the same year. The child will reside with and may travel with the residential parent during the entire school-scheduled Thanksgiving Break. Notice shall be given to the other parent of the intent to travel no less than one month from the school day when the Thanksgiving Break begins.

The child will for Thanksgiving Day reside with the parent who has the option to travel during Thanksgiving Break in a given year.

When the residential parent opts to travel for less than half of the Thanksgiving Break, both parents, , will share the time remaining over Thanksgiving Break, in the following way:

### **SCHEDULE FOR SPRING BREAK**

During Spring Break, the child(ren) will reside in odd years with  Parent 1  Parent 2; and in even years with  Parent 1  Parent 2. Notice shall be given to the other parent of the intent to travel no less than one month from the school day when the Spring Break begins.

When the residential parent opts not to travel, and the non-residential parent wishes to travel, and does not have the option to travel for the whole of Spring Break in that year:

- The children will reside with non-residential parent for the first half of Spring Break, from after school when the break begins, until noon on the mid-point day and may travel with the children during this time, and
- The children will reside with the residential from noon on the midpoint day, until school drop off at the end of Spring Break, up to and including Easter Sunday (and may travel with the children during that time).

When the residential parent travels for less than half of Spring Break, both parents, by mutual agreement, will share the time remaining over Spring Break, in the following way . . . ???

The children will reside with Parent 1 for the first half and Parent 2 for the second half of Spring Break in even odd years and the reverse in alternate years, exchanging the children on this day: \_\_\_\_\_;

The regular schedule shall be in effect during Spring Break.

Other:

### **SUMMER SCHEDULE**

The parents will mutually agree on summer school, camps, extracurricular activities, etc. during the summer to enrich, and follow the residential plan until the end of said activities. Both parents agree to prioritize these learning experiences, before making travel plans. Kids need to have identified and cultivated interests in a few sports/physical activities, arts and leadership by the time they finish middle school in order to qualify to pursue these interests in high school (e.g. may need to try out for sport and audition for band, choir, dance). **Note: For most summer camps etc. open enrollment begins around November of the preceding year, and ends by February of the same year as the Summer Break.**

The parents shall determine the dates for the summer activity, vacations and shared parenting schedule each year no later than: \_\_\_\_\_ (One suggestion: **April 1-15**, before summer travel prices jump up significantly, and after summer camps and activities are listed for enrollment).

Upon completion of the school year, the children will reside with the parents as follows:

- Same as school year schedule until summer extracurricular activity/camp begins
- Same as school year schedule during and until the end of the selected summer extracurricular activity/camp
- One week every month
- Two weeks every month
- One month

Summer Break Time will be defined as the summer time *following* the time required for extracurricular/learning activities (e.g. summer camp), and will be divided between the parents as follows.

- In odd years, the same Residential Parent for the past Winter Break,  P1  P2 will have first choice to select either the first or second half of the remaining time to travel (after extracurricular plans, and before school starts).
- In even years, the same Residential Parent for the past Winter Break,  P1  P2 will have first choice as to when to travel during the same time period, and
  - Same school year schedule remains in place when no travel plans,
  - Parent not travelling may have time with child(ren) at home commensurate with time child(ren) spend(s) with travelling parent
  - There is no limit on travel time during the summer, provided:
    - The children's extracurricular/summer learning activities are given priority (parents agree to work around this before making travel plans (e.g. needed SAT prep course), *and*
    - The other parent has commensurate time with child during the summer either at home or to travel.

Other:

### **MOBILITY**

The residence of each parent shall be delimited to a \_\_\_\_\_ mile radius of each other or of this location:

\_\_\_\_\_.

### **TRAVEL**

1. The minor children's passport(s) shall be stored by  Parent 1  Parent 2, and shall be available upon request by the other parent, without being unreasonably withheld.
2. For within-state and interstate travel, one week or less written notice will be provided.
3. The children shall not be taken outside of the country of the child's residence without the traveling parent informing the other parent, in writing, at least 1 month prior to the intended trip (barring a medical emergency for extended family residing outside the country). *Specific notification dates delineated for Winter, Spring and Summer breaks and any other holidays or dates regarding travel as specified above shall supersede this one month notice.*
4. The child shall not leave the country without being fully covered by appropriate medical insurance, recommended vaccinations and the written consent of the other parent, which consent shall *not be unreasonably withheld*.
5. The parent with whom the children are traveling shall provide the other parent with a general travel itinerary and contact number(s) to be used *only in the event of emergency*, where a message can be left or where the child(ren) can be reached.  The other parent's cell phone number shall be sufficient.

### **SCHEDULE FOR OTHER HOLIDAYS**

*For all holidays and breaks from school: When either parent asks the other parent to watch the child(ren) as a favor for any reason, or the other parent has the child(ren) for additional days due to having the*

*“right of first refusal,” (See under #7 of Childcare section below) these additional days of care for the child(ren) will not to be counted as “extra” holiday or vacation days stipulated in this agreement.*

It is understood that holidays and vacations “trump” the regular schedule unless otherwise agreed to by the parents, unless otherwise specifically agreed to here:

The residential schedule for the children for the following holidays is: [Please check your school district or school calendar to ensure you know which holidays are regularly scheduled for your child(ren.)]

- |                             |                             |                             |                                    |                                     |                                     |
|-----------------------------|-----------------------------|-----------------------------|------------------------------------|-------------------------------------|-------------------------------------|
| 1. Martin Luther King       | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 2. President’s Day          | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 3. Washington’s B Day       | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 4. Lincoln’s B Day          | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 5. Easter Friday            | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 6. Easter Sunday            | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 7. Passover                 | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 8. Memorial Day             | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 9. Fourth of July           | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 10. Labor Day               | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 11. Veterans’ Day           | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 12. Rosh Hashana            | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 13. Yom Kippur              | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 14. Hanukkah                | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 15. Indigenous Peoples’ Day | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 16. Other _____             | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |
| 17. Other _____             | <input type="checkbox"/> P1 | <input type="checkbox"/> P2 | <input type="checkbox"/> Odd Years | <input type="checkbox"/> Even Years | <input type="checkbox"/> Every Year |

For purposes of this parenting plan, holiday times will begin and end as follows:

- Holidays which fall on a Friday or Monday will include Saturday and Sunday.

**MOTHER’S DAY & FATHER’S DAY**

1. Mother’s Day: Each child will be with the mother on Mother’s Day  for the Mother’s Day weekend. For same sex co-parents, in even years P1 will have the child on Mother’s Day, and in odd years, P2 will have the child on Mother’s Day.
2. Father’s Day: Each child will be with the father on Father’s Day  for the Father’s Day weekend. For same sex co-parents, in even years P1 will have the child on Father’s Day, and in odd years, P2 will have the child on Father’s Day.
3. Suggested as part of teaching child to invest and take time for family (e.g. including grandparents):
  - Each parent will support and ensure the child(ren) “write” or making a card for the other parent/grandparent, and/or
  - Making/purchasing a reasonable, child-appropriate “gift” with the child, for the other parent/grandparent.

**OTHER FAMILY OR EXTENDED FAMILY GATHERINGS**

- Both parents will make every reasonable effort to ensure that the children attend Family Weddings, Funerals, Celebrations of Life, Family Reunions, etc. to affirm the children’s connections to the other

parent’s family/extended family. The parent requesting that the children attend such events shall at the same time offer the accommodating parent commensurate time, on a schedule that works for both parents.

**BIRTHDAYS**

PARENT’S BIRTHDAY:

- 1. When the child is not already with the parent for his/her birthday, each parent shall have the option of  having the child on the parent’s birthday,  the day of the parent’s birthday celebration,  the weekend following the parent’s birthday or whichever of these options the parent prefers.
- 2. The timing of the child’s transition shall be arranged in writing with at least \_\_\_\_\_ days/weeks’ notice.
- 3. Suggested as part of teaching child to invest in family (e.g. including grandparents):
  - Each parent will support the child’s “writing” or making a card for the other parent/grandparents, and/or
  - Making/purchasing a reasonable, child-appropriate “gift” with the child, for the other parent/grandparents.

CHILD’S BIRTHDAY:

The child(ren)’s birthdays are special days in themselves and supersede the regular parenting schedule.

- 1. (Various Options:)
  - Alternate Birthday Arrangement: Both parents agree to celebrate the child’s birthday on the weekend after/before the actual date (*providing the other parent 1-2 months’ notice for planning purposes*), to ensure both parents can be present.
  - Parents will host birthday parties for the child in alternating years, with P1 hosting the party in even odd numbered years and P2 hosting the party in even odd numbered years.
  - The parent who holds the party will cover the expenses for the celebration. The non-host parent is responsible only for his or her own present(s) for the child, OR
  - Both parents collaborate in the planning, selection of the location, purchasing and hosting of each birthday party every year, sharing receipts, and with prior agreement regarding the budget. When disagreement occurs, the parent whose year it is (odd or even) will make final decisions.
- 2.  In accordance with agreements and provisions regarding the introduction of new partners below, both parents may attend with their partners and with extended family and friends. Numbers of attendees will be clearly communicated to the hosting parent. **The attending parent shall offer to cover the additional cost** of his/her extended family’s attendance **in writing, 1 month in advance** of the event, and both parents will determine and mutually agree to this additional cost.
- 3.  Regardless of who is hosting, parents agree to ensure the child has an equal experience in both parents’ homes (i.e. If one parent makes substantially less income, the parents work together to ensure the child doesn’t experience parties at that parent’s home as “poor.”).

4.  The non-host parent will be able to spend up to two (2) hours with the child before 5:00 p.m. on the child's actual birthday, provided that this has been arranged with the other parent at least \_\_\_\_\_ days/weeks in advance, in order to be convenient for both parents.
5. Other:

**MEDICAL MATTERS**

"Medical" is defined here to include: mental health, dental, orthodontics, optometry, ophthalmological assistance, physical therapy, occupational therapy, speech therapy, etc. Please note: failure to provide necessary mental health treatment, just as with physical ailments, may under certain circumstances be considered child neglect.

1.  Parent 1  Parent 2  Both parents will pay/ share the cost for the children's medical insurance coverage, until the age legally allowable by law (currently age 26), when insurance is not provided by either parent's employer.
2. Whichever parent's employment covers medical insurance will provide that insurance for the children. If there is an additional charge not covered by the employer, that cost will be shared by the parents for mutually agreed-to medical insurance or expenses.
3. The costs of all co-pays for mutually agreed-upon medical and mental health treatments not covered by insurance are to be paid for by  Parent 1  Parent 2  Shared equally by both parents.
4. The children shall be medically cared for by the following primary care providers and additional providers who shall be selected by  Parent 1  Parent 2  Both parents.

	Physician	Telephone Number
Child 1		
Child 2		
Child 3		
Child 4		
Child 5		

	Dentist	Telephone Number
Child 1		
Child 2		
Child 3		

Child 4

Orthodontist	Telephone Number
Optometrist	Telephone Number
Ophthalmologist	Telephone Number
Therapist	Telephone Number

4. Both parents shall have the right to participate in, consult with and be consulted by any practitioner and to agree regarding the selection of the practitioner, whose skills and experience are most aligned with and attuned to the child's specific needs and best interests, with respect for parents' financial limits.

5. Each parent shall have the right to give consent to *emergency* medical/dental care during times that the child(ren) are in his/her care and control.

6. The residential parent shall inform the other parent of the children's onset, nature and extent of any illness, the extent and nature of any medical/dental emergency and/or treatment, as soon as is practically possible, and **no later than 3 hours after** an emergency event occurs, or no later than 1 hour after emergency treatment is secured.

7. The parenting plan will remain in effect regardless of illness, barring a medical emergency that makes the parenting plan impossible to carry out.

8. The other parent shall be informed by the parent who schedules the appointment and invited to attend any regular medical, dental, orthodontia, ophthalmologist appointments the child(ren) have. Parents' behavior towards professionals and one another shall be respectful and civil to protect children any co-parenting conflict or distress.

9. When child(ren) turn 9, both parents agree to have child(ren) seen by an orthodontist to track the impact of incoming permanent teeth and wisdom teeth, the possible need for spacers, etc. and/or braces. Both parents agree to share any orthodontia costs.

10. When school or another professional recommends the child(ren) attend to possible mental health needs, both parents agree to confer, research and select an agreed-upon therapist and the form of mental health treatment *best suited to the child's specific needs*. If there is a need for the child to be referred to a practitioner licensed and skilled in social, emotional or behavioral problems, as suggested by school professionals or one or the other parent, the consent of  Parent 1  Parent 2  Both parents shall be needed to select the practitioner.

*The form that parental participation or consultation with parents will take shall be left to the judgment of the clinician selected as most effective for the wellbeing of the child. To the extent there is any ongoing conflict or lack of effective communication between co-parents, both parents shall ensure that any child therapist is trained as a divorce specialist and demonstrates 5 years of training and experience in Resist-Refuse dynamics, if these are occurring. Otherwise, a child therapist is likely to not fully understand the relational context the child is experiencing.*

11. Both parents shall have the right to receive from and give information to a medical professional (that includes other health care professionals such as nurses, physiotherapists, occupational therapists, social workers, psychologists and others).
12. Each parent shall consult the other *before* authorizing any non-emergency medical procedure, equipment, prescription or device not covered by insurance.
13. The parent who is the primary contact for a given health professional agrees to ensure that the other parent has all contact information for that professional, and *ensures that that the health care professional:*
  - Knows clearly that custody is legally joint,
  - Has all contact information for the other parent,
  - Reaches out and solicits relevant information from the other parent, especially for intakes/assessments, and
  - Reliably provides the other parent with copies of any relevant data/reports.
14. If the child needs to be referred to a medical or dental sub-specialist, the consent of  Parent 1  Parent 2  Both parents shall be needed for such a referral.
15.  Parent 1  Parent 2 shall be the primary liaison with the child’s doctor.
16.  Parent 1  Parent 2 shall be the primary liaison with the child’s dentist/orthodontist.
17.  Parent 1  Parent 2 shall be the primary liaison with the child’s optometrist/ophthalmologist, allergist and/or ENT .

**VACCINATIONS**

Because parents can differ widely on the need for or concerns about various vaccinations, when parents cannot agree on this issue, we ask you both to provide credible research (results that are reliable and have been validated with sufficiently large samples, providing conclusions that are reliably replicated in other studies) to support your proposal, one way or the other. The focus of any discussion must assume you are *both* invested in your child’s wellbeing, while you each have different ideas about how to secure that wellbeing.

**COVID – 19 PROTOCOLS**

Both parents agree to research, inform themselves and follow updated, CDC health and safety protocols for any given time.

1. Both parents will find online videos teaching children about Covid-19 handwashing procedures – including the sides of the hands and between the fingers – Those videos using dye to help the children see the spots most often missed are most effective.
2. Parents/caregivers will wear and have children wear masks, as prescribed by the CDC, have hand-sanitizer available for any outings, and repeatedly remind the children about the need for 6 feet of social distancing, while this is CDC required in the state of residence.
3. Parents and intimate partners (if also travelling) will have themselves and children tested before/after travel, and will quarantine according to CDC recommendations after travel, with commensurate time granted to the non-travelling parent as soon as possible, convenient and effective for the non-travelling

parent.

4. When visiting extended family members on road trips, or when extended family or friends visit the residential parent's home and there are no clear and concrete indications that they have been fully quarantined, vaccinated or similarly cautious, family members, friends and children will keep their masks on and maintain social distance.
5. Travelling parent will determine Covid-19 case numbers, and provide data links/sources for the area to which children are travelling, as well as providing the city/county precautions being taken and recommended for that area.
6. Parents will plan ahead to ensure if children travel and, upon return, state borders are blocked (as they were in March 2020) or travel is impeded for *any* reason, the travelling parent will ensure the children receive equal time with the non-travelling parent, as soon as possible and at a time convenient and effective for both parents.
7. If either child or parent tests positive for Covid, the residential parent shall provide said results immediately (within 3 hours) to the non-residential parent who will, along with any intimate partner, also get tested immediately.
8. If the children test positive and neither parent tests positive for Covid, both parents agree to alternate care for the children in accordance with the custody schedule.
9. If one parent tests positive for Covid, the other parent will assume care for the children, until the sick parent recovers and takes commensurate time with the children at a time that works for both parents.
10. Both parents agree that it is their responsibility to ensure their intimate partners take the precautions listed herein for Covid-19 protocols.

### **FAMILY EMERGENCY PLAN**

Living in the USA requires that co-parents consider and think through exactly what they will do to reconnect and provide for their children's safety during an earthquake or other natural disaster, school shootings, terror attacks and other tragedies. Trying to figure out who will pick the child(ren) up during an emergency is often impossible for co-parents to navigate in the midst of a crisis, when phone lines are down or flooded. Both parents agree to review and update information for the plan *in a separate document (not here!), at least annually, on October 1* and to review the plan with your child(ren). Please present this plan to your mediator(s).

Parents agree to copy and paste this list of needed information into a separate document that their children's school administration has for safe keeping, as well as each parent's out-of-town contact person, and their child(ren)'s extended family and significant others. **The specific information would not be included in the Judgment. However the agreement to share and update this specific information is included in the Judgment.**

#### 1. Household Information:

- In an emergency, identify the persons whom both parents shall authorize to pick up your children from school or another location when you are not able to pick them up. This will be your "Emergency Co-Parenting Team." Provide their names and contact information here:
  - 
  - 
  -
- Both parents agree to ensure that all members of your Emergency Co-parenting Team are signed up to receive emergency information from local and state governments. See this the link

provided by FEMA: [fema.gov/media-library-data/0e3ef555f66e22ab832e284f826c2e9e/FEMA\\_plan\\_parent\\_508\\_071513.pdf](https://www.fema.gov/media-library-data/0e3ef555f66e22ab832e284f826c2e9e/FEMA_plan_parent_508_071513.pdf)

- We agree to make sure our emergency co-parenting team members are signed up for this by October 1.
- Both parents agree to teach all the children (especially if they are without phones) to know how to take and follow the directions of teachers, the principal or other caregivers and authorities.
- Both parents agree to provide updated copies of the following with their Emergency Co-Parenting Team:

2. Remember to Text, Not Talk During a Crisis – Texts often have an easier time getting through and you help keep the lines clear for emergency workers. For Your One, Agreed-upon Out-of-Town Contact when local connections are down, please identify:

- Name
- Home Address
- Cell Phone Number
- Landline Number
- Email Address
- Twitter
- Facebook

3. Both parents agree to Identify the safest places in each of your homes for the child(ren) to take refuge during fire, earthquake, home invasion, etc.

- Fire? (Touch doors before opening, stuff fabric below door, wet towels/blanket over face/body, etc.)
- Earthquake – in each room?
- Home invasion?

4. Safe, Neighborhood Meeting Place for parents to find one another when they are not able to communicate otherwise within 3 hours of a disaster, when the child is in residence at either home (e.g. in case of home fire – park, church, library or community Center):

5. Regional (Outside your Neighborhood) Meeting Place where your family can take shelter if forced to evacuate (e.g. family friend or relative):

6. Workplace Information for Each Parent:

Parent 1

Parent 2

Workplace:

Address:

Phone:

Facebook:

Twitter:

Evacuation Location:

7. School for Each Child:

Child:  
School Name:  
Address:  
Phone:  
Facebook:  
Twitter:  
Evacuation Location:

Child:  
School Name:  
Address:  
Phone:  
Facebook:  
Twitter:  
Evacuation Location:

Child:  
School Name:  
Address:  
Phone:  
Facebook:  
Twitter:  
Evacuation Location:

8. Family Information for each family member:

Name:  
DOB:  
Social Security Number:  
Medical Insurance Policy Number and Phone:  
Important Medical Information:

Name:  
DOB:  
Social Security Number:  
Medical Insurance Policy Number and Phone:  
Important Medical Information:

Name:  
DOB:  
Social Security Number:  
Medical Insurance Policy Number and Phone:  
Important Medical Information:

Name:

DOB:

Social Security Number:

Medical Insurance Policy Number and Phone:

Important Medical Information:

9. Medical Professionals for children and pets:

- Doctor's Names & Phone(s):
  
- Pediatrician Name & Phone:
  
- Specialist Name & Phone:
  
- Dentist Name & Phone:
  
- Orthodontist Name & Phone:
  
- Optometrist Name & Phone:
  
- Ophthalmologist Name & Phone:
  
- Therapist Name & Phone:
  
- Pharmacist Name & Phone:
  
- Veterinarian/Kennel Name & Phone:
  
- Other: Name & Phone

10. Homeowner's/

Phone:

Policy Number:

Renter's Insurance Company:

**Each parent agrees to have a copy of the pink slip to your car(s), the deed to your home(s), and any critical Trust & Estates documents in the care of someone you trust *outside your home, and possibly outside your State* (if you both live near each other). In the event of a statewide emergency, records offices may not have originals or even scanned copies.**

**OTHER ISSUES OR SPECIAL CONCERNS**

e.g. Visiting Extended Family in Country of Origin, any Special Needs . . .

**CHORES and ALLOWANCE IN EACH HOME**

While these issues are really values issues, they are concerns that co-parents frequently disagree about post-divorce. Self-care, sharing the work in a household (in developmentally appropriate ways) as well as money management are actually critical skills for effectiveness in trade school/college and in life. Getting clear about these values now, ensures that agreed-upon values guide parenting in both households. Both parents agree that part of children's social and emotional development involves their being empowered to take independent responsibility for:

1. Age-appropriate Self-care (in each household) - e.g. By a given time: picking up their own rooms, picking up their dishes from the table, washing them, loading the dishwasher, washing their own clothes and putting them away, feeding/caring for any pets that are theirs, preparing their backpacks the night before to make sure the next day's homework is where it belongs, posting assignments on the family calendar. This is preparation for launching effectively and/or for college/trade school (being effective roommates).
  
2. Sharing responsibility for household chores (in each house) in age-appropriate, family-unifying, affirming and collaborative ways (important preparation for living with others later, in college/trade school, and feeling responsible to/for impact on others, etc.), such as: taking out the trash, combining all the in-house trash into the kitchen trash and taking it out; watering potted plants; clearing the whole table; washing dishes; planning and preparing/helping to prepare balanced meals a few times each week (mainly vegetables, then protein, complex carbohydrates and fruit); packing their own lunches (also balanced) – most 5-6 year-olds can make their own lunches and make more than one lunch at a time and can also be included in buying groceries/making a grocery list; doing a load of family laundry, folding it and putting things in people's rooms; vacuuming, sweeping, etc. Parents agree to teach and follow through with ensuring their children learn these and similar skills in both households, and to *get help as needed* to ensure children establish a reliable chores schedule that works for all household members, in each home.
  
3. Ensuring a modest/reasonable and regular allowance is offered for Money Management (budget) learning purposes -- *not* for doing what children need to do to care for themselves or their families anyway. For example, children learn that they will have X amount for after-school drinks or meals with friends, as well to buy birthday gifts for their friends. If they don't save it or budget they don't have as nice a gift to offer their friends. In general, *it is unwise to pay kids for doing what no one else would pay them for* (e.g. their self-care or family chores – they learn to think they are doing *you* a favor rather than it being a part of *their* responsibility to contribute to the household) *or for getting good grades* (they learn to get the grades for the money or to please *you*, instead of investing in their own learning which is what you need to avoid nagging and effective participation in college/trade school when you may not be around later).
  

Ideally, both parents agree on what this total weekly sum will be. Both parents agree to help their children learn to manage a reasonable weekly allowance to cover specific expenses, and to consult one another about the expenses the children will cover. Suggestion: Ensure children are required to *save* their allowance for other expenses as well (e.g. birthday gifts for friends), and learn to do without, to *some* extent, as they learn to budget. When a child asks to "borrow" money from a parent, both parents agree to ensure the child thinks through how this will be paid back ahead of time, and to follow through with ensuring the child *does* pay this amount back, or forfeits asking for loans in the future.

  
4. If the child wants something "extra" and parent(s) feel the child needs to invest in earning part of this, they will pay the child for "extra" work that *actually benefits the parent* (e.g. pulling weeds, mowing the lawn if no gardener, bathing and grooming the family dog, washing a parent's car inside and/or out, babysitting a younger sibling). Both parents agree to teach the child(ren) to do work that is *beyond* their usual responsibilities (for self-care/sharing in family chores) if they wish for extra money to purchase something bigger than usual.

## **SCHOOL / DAYCARE**

## ENROLLMENT / ATTENDANCE

The children will be enrolled and attend as follows:

	School	Grade
Child 1		
Child 2		
Child 3		
Child 4		
Child 5		

1.  P1  P2  Both parents agree to reside in the jurisdiction of the local school.
2. The children shall continue to attend such schools and/or daycare as long as the parents are agreed. No unilateral decisions will be made regarding matriculation or changing schools without discussion, mutual agreement, and both parents agree that mediator facilitation will be engaged as needed.
3. In the event that the school authorities find that a child might be an exceptional student or a student with special needs, both parents shall have the right to attend and be informed of any pertinent meetings or testing.
4. The consent of  Parent 1  Parent 2  Both shall be needed before any special recommendations can be instituted, with the child(ren)'s wellbeing and school/professional recommendations taken fully into consideration.
5. With the consent of the school, both parents shall request and be provided by the school with separate notices of events and report cards. In order that this provision might be carried out, both parents shall provide the school with current contact information, including email and cell phone, for all communications during the year.
6. Both parents shall have the ability to share/participate in the child's school activities, with respect for the school's limits and recommendations regarding parental participation. Both parents shall be informed of any school trips or activities, or school-based extracurricular activities in which parental participation is desired, and they will discuss among themselves to determine whether and when one or both of parents will attend.

If the parents are unable to agree on which school-based extracurricular activities they will each attend, and/or only one parent may attend, they shall alternate with P 1 taking the first activity day in even numbered years, and P 2 taking the first activity day in odd numbered years.

7.  P1  P2  Both shall be the primary liaison person with the school (often one may be required by the school), given greater immediate availability. If the school requires that one parent be the primary contact, that parent shall be  P1  P2, based on that person working closer to the child's school or being more available in the event of an emergency.
8.  Both parents agree to be civil, respectful and inclusive towards one another at school/extracurricular functions, and to present a united front at such functions (e.g. sports events, performances, graduations and other family-related functions) to free the children from the tension of experiencing divided co-parents and divided extended family/friend communities.
9.  Both parents agree to coordinate, collaborate and share in planning and to work out reasonable, shared contributions to the costs of the celebration of graduations from High School or College/Trade School, or other similar celebratory events, **and to share such events so as to relieve stress for the children** (e.g. Bar Mitzvah's, achieving Eagle Scout status, Middle School/High School/College/Trade School graduations, Wedding Showers, Weddings, Baby Showers) *with both families, and extended family/friend communities.*
10. Neither parent shall exclude the other or the other's extended family from attendance at any celebrations marking major developmental hurdles, e.g. Graduations, Bar Mitzvah's, Wedding Showers, Weddings, Baby Showers, etc. The added cost of said attendance shall be mutually agreed-upon by the parents.

### **SPECIAL NEEDS, EDUCATION AND/OR TUTORING**

The parents agree on the following regarding any special education, treatment or tutoring needed to ensure grade-level performance or above, or to prepare for college/trade school-admissions testing:

1. Both parents agree and understand that children with special needs of any kind *must* be adequately diagnosed by specialists to receive free public school treatment, guidance and accommodations by the children's school districts. The earlier diagnostics are performed, the better the prognosis for your child(ren). Both parents agree to grant permission for such testing, and to support IEP's, 504 Letters, etc. Note: when children are diagnosed by school district professionals, and test results fall within what the district determines is a "normal range," *these results may not be normal*, or indicate that your child has no special needs.

"Normal," as designated by schools, can simply mean that your child's test results are not *poor enough* to warrant the district's willingness to pay for/invest in additional services for your child(ren). Both parents agree and understand that children with special needs of any kind must be adequately diagnosed by specialists to receive free treatment, guidance and accommodations by the children's school districts. Furthermore, diagnoses while allowing for free district services, need not "unnecessarily label" children: Children who receive services early enough often outgrow their diagnoses, including diagnoses identifying children as being on the Asperger's spectrum.

School districts are often not equipped to provide sufficient therapies or help to pay for adequate treatment that helps ensure child(ren) are skilled enough to function effectively by age 18 as independent, self-sustaining, young adults. Children with special needs will likely need services beyond those the school district will test for or provide. Any costs for agreed-upon therapies needed beyond those assessed and covered by the district, will be paid for in accordance with provisions under "Medical Matters" below.

2. Both parents agree that, if the child(ren) are diagnosed to have special needs of any kind, and the parents are not fully knowledgeable about the district's legal responsibilities in such cases, an Advocate/Educational Consultant, who knows special education laws and can ensure the district is held accountable for legal requirements, will be hired to advocate for the child with the district (e.g. attend IEP's, record IEP's, help you get out-of-school treatments covered, know when and if you need a lawyer). An Advocate/Educational Consultant is hired to advocate for the child and the child's family with the district. Both parents understand that school districts may be required to subsidize diagnostic tests and therapy for children *outside* of the school, and that an Educational Consultant can help ensure that a district does so. Parents will agree on an Advocate/Educational Consultant, when needed, and related costs will be paid for in accordance with "Medical Matters" below.

3. Both parents agree to seek mutually agreed-upon treatments and therapies, as recommended by specialized professionals they both select to provide thoughtful guidance and recommendations, with respect for each parent's family budget. Both parents further agree to provide said treatments *as early as possible* to prevent the accumulation of further developmental delays, *whether or not children qualify for districts typically low standards for diagnoses/subsidized care*. The cost for such treatments will be paid for in accordance with provisions in the "Medical Matters" section below.

4.  Both parents agree and understand that the child(ren) with special needs will need a trust to provide for their long-term future needs, *beyond the parents' lifetimes*, and will work to create and sustain said trust with an attorney specializing in these concerns to ensure said child(ren) is sufficiently cared for. This trust will be a priority to be completed *within 6 months and a day* of completing and filing the divorce/custody Judgment with the court.

### **RELIGIOUS UPBRINGING**

The children will attend \_\_\_\_\_ (place of worship/religious tutoring) and the parents will continue, when possible, to attend with the children. Parents agree that the child shall obtain religious training at this place of worship.

Each parent may take the children to his/her place of worship during his or her residential time. The parents agree that neither of them shall undermine, and both will fully support the child(ren)'s or the other parent's observance of his or her religion or religious practices/participation with the child.

The parents shall confer and agree in advance of developmentally-appropriate ages regarding specific religious training for the child.

Neither parent may enroll the child in religious training without the consent of other parent, or  Parent 1  Parent 2 shall decide on religious training when parents are unable to agree.

The children will choose their own religion and spiritual/religious practices following High School, and will be allowed to explore and educate themselves about other spiritual practices throughout High School and beyond.

Other:

### **CULTURAL UPBRINGING**

1. For the sake of the child(ren)'s healthy identity development, both parents agree to clearly endorse the strengths and value of the child's learning about the other parent's, and/or the birth parent's known cultural /ethnic heritage, language as well as each family's secular/nonsecular traditions.
2. Both parents also agree to avoid saying anything to devalue or reject such heritage, languages or traditions, given that healthy children identify with *all parents*. To avoid undermining the child(ren)'s sense of identity, the parents agree that neither of them shall undermine and both shall support and affirm the child(ren)'s or the other parent's expressions of culture or cultural observances, and family traditions shared with the child.
3. The same respectful approach holds true regarding a child's understanding of both parents' sexual identity, preferences and/or orientation.
4. Both parents agree to specifically educate themselves in order to effectively endorse the child's being "of" both parents, and to encourage, affirm and actively support the child's education such that the child learns to value and understand the richness of his/her ethnicities, culture(s) and family traditions in both households.

**EXTRACURRICULAR ACTIVITIES**

Both parents agree to support the children's engaging in extracurricular activities, aware that these may change over time depending on the age(s) of the child(ren):

Activities	Cost
Child 1	
Child 2	
Child 3	
Child 4	
Child 5	

1. Costs for mutually agreed upon extracurricular and pre-college/trade school activities described below to be shared as follows:  P1  P2  Both equally OR  Depending on support determined and/or costs determined in Marital Settlement Agreement
2. Both parents recognize and agree to follow and support the children's interests in pursuing extracurricular activities, while also *encouraging them to venture outside their comfort zones* when their areas of interests are particularly narrow.
3. Both parents similarly agree to support their children following through with commitments and to learn to be *mindful of their impact on others*, such as when they resist or "don't feel like" finishing out a season or class they signed up for (e.g. team sports requiring players to attend practice, plays requiring actors attend rehearsals, 3 months of lessons).

4. Both parents agree to support their child achieving and learning to *independently* manage life/work balance (e.g. social time, sufficient sleep, healthy eating habits and exercise alongside their academic and extracurricular commitments). For example, both parents might agree to set a bedtime, and not allow the children to do homework past that bedtime, so the children learn to manage time, and care for themselves (e.g. involves allowing children to “fail” if homework isn’t completed on time – obviously earlier failures teach more effectiveness when not turning in homework on time can impact grades, college/trade school admission, etc.). For younger grade school children, creative playtime with friends is essential to learning, to their social development and to their wellbeing.

5. Both parents agree to support child’s working towards grades/report cards indicating that child has *at least* age-appropriate social skills (e.g. two-year old’s have age-appropriate conflict resolution skills as well as being able to speak up for what they want rather than complaining or judging when they don’t like something) as well as academic motivation and mastery, i.e. the ability to persist on school work independently, and to invest in their own learning.

6. Both parents agree to support the child(ren)’s participation in the activities below (see #10) using parental skills (or *proactively learning to use skills*) that empower and support children cultivating their self-motivation and self-determination, rather than being motivated by fear, threats or the need for approval/to please parents. (The latter is not likely to produce self-motivated, independent and responsible college/trade school students.)

7. Both parents agree to support the child’s participation in the activities below using parental skills (or proactively learning to use such skills) that empower and support children cultivating their self-motivation and self-determination, rather than being motivated by fear, threats or the need for approval.

(If interested, please talk to your Mediator/Collaborative Coach about the idea that children need to be more invested in their own school work than you are, and how to teach them to do this. It is important that children understand that as parents you get *nothing* from their academic success. Parents support children and carry a certain amount of weight financially (and otherwise) *for them, as long as* they are invested *in their own learning effectiveness*. If they opt not to do this, parents can offer options that allow them to carry more of their own weight in other arenas, such as getting odd jobs and paying for more of their sundries at home.)

8. Both parents recognize and agree to support the child(ren)’s participation in the following activities, given that admissions of children to enter most reputable / desirable schools, or later to college/trade school, heavily weigh the following *cumulative* skills and experiences:

Both parents understand that barring learning or other disabilities, straight “A’s,” for example, do not make a child smarter or necessarily more successful financially in the long run. At the same time, the child’s ability to enter most desirable/reputable schools and colleges/trade schools (with big endowments able to provide substantial financial aid as needed):

i. Depends highly on their having the *skills*, focus, persistence on tasks and motivation to give teachers what they want for an “A.” The skills needed to achieve higher grades, including kids’ learning to be responsible for their own learning/follow through, are skills that are best and most easily learned *very* early, ideally when there is limited homework in the early grades.

ii. Throughout K-12 schooling, children typically need parental support to create a peaceful time to focus and learn at home, and to strengthen independent learning skills at home (e.g. ability to focus,

persist on tasks, invest in the quality of work, manage time/projects). Teachers typically endorse this home-based skills-building, as it impacts future learning effectiveness. Both parents agree to support such independent learning skills at home, and to seek help with teaching these skills, as needed. If only one parent chooses to do supportive learning activities with the child at home, the other parent will support and not express negative perspectives about this that can discourage the child from in-home learning.

- iii. Both parents understand that with college/trade school tuition rising to ridiculous rates, the lack of funding for new UC and California State colleges/local trade schools, and the increased competition for spots in reputable/desirable schools, having straight “A’s” is more *the norm* than ever when kids hope to get a foot in the door for consideration at a UC or a highly desirable private college/trade school. (It is also true that there are great books about how to get your kids into private colleges/trade schools that take kids with lower grades, although you’re likely to pay a higher tuition rate and get less financial aid because these schools are not as well endowed.)
  - iv. Both parents agree to offer tutoring for child(ren) for an agreed-upon period of time, whenever the child(ren) fall below grade level or struggle for *no longer than a month* with a particular subject.
  - v. (Ideally in pre-school or grade school:) Both parents agree to pursue parent coaching that can be critical in making sure your children learn how to be self-motivated and pursue their own learning, without parents spending their lives pushing, nagging and cajoling their children uphill.
  - vi. Each parent will seek parenting help when and if power struggles with child(ren) become entrenched, and child(ren)’s self-motivation is challenged. Each parent agrees to pay for his/her own parenting help with this issue. When this parenting help involves in-home parent coaching, the other parent shall give and not withhold consent to have the child(ren) present during such coaching.
  - vii. Both parents recognize and agree to support the child’s participation in the following activities, given that admissions of child(ren) to enter most desirable/reputable schools, or later to colleges/trade schools, heavily weigh the following cumulative skills and experiences (See #9 & #10 below):
9.  Both parents agree to research and share the cost of tutoring and/or outside training from organizations specializing in test preparation for up to a year before the child(ren) expect to take the test, given that Standardized Test Scores can be raised significantly by preparation. Test-taking is a skill (e.g. ISEE for entrance into private schools at any grade prior to college; SAT is first taken typically in freshman year and there are typically phenomenal scholarships for kids who score high on the “practice” test or PSAT, and Trade Schools requiring admissions tests). Furthermore, John Hopkin’s Center for Talented Youth has opportunities for gifted kids who take the SAT as 10-year old’s, and some kids start taking SAT prep courses at that age in order to qualify.). Both parents agree to share any related expenses.
10.  Both parents agree to support extracurricular activities in at least the following categories during grade school through pre-college/trade school years. Without earlier prior experience (e.g. grade school, middle school), they are not likely to qualify in high school for certain activities/positions:
- i. Leadership - e.g. Boy/Girl Scouts, Student government, Debate Team, Model United Nations participation, Peer Mediation at the Western Justice Center (Middle School students), ACLU training for high school students in different areas of advocacy. For elementary school children, leadership activities may involve, for example, a 10 year old enrolling all classrooms in Trick-or-Treating for

UNICEF at Halloween, raising funds to that end, ensuring classrooms have what they need, and counting the money after Halloween. *Colleges/Trade Schools want to see a child's ongoing commitment to make a difference and contribute to his/her community, and to demonstrate leadership in their ability to solicit and enroll stakeholders within the community to do the same.*

- ii. Volunteer learning/internships - e.g. Red Cross certifications obtained to provide emergency assistance at the Rose Parade, becoming Red-Cross certified to babysit in Middle School, regular tutoring for after school programs, internship working for local vet/animal shelter, (for older kids: Suicide prevention center/rape crisis hot line training and volunteer work, unpaid/minimally paid internships at an auto-mechanic shop or on construction site), Peer mediation training/provision through Western Justice Center (grade and middle school children), reading to children in Domestic Violence shelters, Homeless shelter soup kitchen service, Candy striping, etc.

As children approach High School, they need help pursuing “high yield” volunteer experiences that align with their specific interests and talents so that they have some viable “work experience” *before* they reach college/trade school. They will need this work experience to pursue “work-study” jobs after high school graduation, on college/trade school campuses that are also linked to their interests and talents, rather than being assigned to say, being a cashier in the cafeteria for “work study.” These college/trade school “work study jobs” and/or “internships” during college/trade school are the basis for their work-place preparation after graduation. Kids who graduate with a degree or certificate *without* solid work experience in their field *prior to graduation*, are far less likely to find or qualify for viable jobs after college/trade school.

- iii. Sports/physical activities (more than one/seasonal, for all 4 years of high school, based on their various experiences prior to high school) - e.g. swimming, competitive horseback riding, dressage, seasonal team sports, track and field, fencing, martial arts.
- iv. Arts activities (more than one, ongoing) - e.g. dance, choir, drama, fine arts, mastery of an instrument.
- v. Consistency of Participation and Mastery over time in above interests – Admissions are often looking for the demonstrated, historical ability to persist on tasks, with the independent motivation to achieve mastery in multiple arenas beyond the classroom. This is a recipe for success in any area.

### **OTHER EXTRACURRICULAR MATTERS**

*Neither parent will commit a child to activities that interfere with the other parent’s time with the child, without the other’s consent.*

1. To the extent that one parent is not willing or able to participate in the funding of an extracurricular activity, then the other parent will have sole decision-making authority with respect to that activity and the non-funding parent will not object. At the same time, the non-funding parent will be included in all parental activities related to that activity.
2. There will be no comment made to child(ren), or to those in the child’s community who could potentially share information with the child, regarding the lower wage-earning parent’s financial non-/limited contribution to the provision of certain extracurricular activities.

3. Neither parent will enroll a child in extracurricular activities that will result in the exclusion, whether intentional or unintentional, of the other parent, without the written consent of the other parent.

4. **Social Functions** (All suggestions.)

i. As the children enter teenage years, the children will be permitted to attend social functions sponsored by their school, place of worship, as well as private parties, **provided:** The residential parent solicits adequate information and is satisfied that alcohol and drugs are not available at those functions, and that adequate adult supervision is provided at the event. *The residential parent shall inform the other parent regarding any such function and will be open to respectful suggestions offered by the other parent about the child(ren)'s attendance.*

ii. Given that parties and dances begin in Middle School by the time the children turn 11, both parents agree to educate the children regarding specific safety criteria and expected safety responses. The children will be expected to consider and demonstrate knowledge regarding how to respond for themselves to safety concerns that will arise when neither parents is present (i.e. Will be able to ask themselves: Is there adult supervision? Are drugs and alcohol being served or any other illegal activity? Is sexual/petting behavior occurring? Is there any social pressure to do things they could feel ashamed of later? What are the academic/legal consequences? How do you expect them to respond reasonably to ensure their own safety in any such situations, *verbally and in action*, in age-appropriate ways? How can they do this respectfully without unnecessarily disrespecting or alienating peers? What does the ample research say is most effective? How will they make sure one of you will be available to pick them up in the event of unforeseen events? etc.)

iii. Both parents agree that the best preparation for the teenage years is early, rehearsed practice in effective judgment and the parental trust the child *earns* – a trust that is rooted in that early (pre-teen) *rehearsed practice of effective judgment* at the end of Elementary School and the beginning of Middle School. Both parents agree to teach their children to be thus prepared.

5. In the event of any disagreement with the children's attendance at social functions, the Residential Parent (suggestion) at the time the event occurs will make the decision, in accordance, *with all of the above agreed-to provisions and preparations.* The Residential parent agrees to remain mindful that children need even divorced parents to present a united front, and to avoid granting the child(ren) the ability to divide parents on key issues.

**USE OF AN AUTOMOBILE**

1. The parents will consult regarding driving decisions, driving lessons and insurance. If the parents are unable to reach an agreement regarding the terms and conditions of driving,  P1  P2 will make the decision, or  They will return to mediation to resolve the issue.

2.  If child(ren) is impulsive, and/or has strong emotion dysregulation challenges that occur even irregularly and which therefore risk *biologically* compromising the child's safety and/or judgment, both parents agree to enroll the child in a protocols-adherent Dialectical Behavior Therapy (DBT) program, or a similar mutually agreed-upon evidence-based therapeutic program designed to specifically address impulsivity, emotion regulation, and distress tolerance *no later than his/her 14<sup>th</sup> birthday*, for 2 years prior to driving age (takes 2 years to complete most such programs). DBT, at the time of this writing, is the only evidence-based therapy that teaches kids (and adults) specific evidence-based emotion regulation, distress tolerance, mindfulness and interpersonal effectiveness skills. DBT costs to be covered as indicated in provisions under "Medical Matters" below.

3.  If a child is receiving mental health treatment at the age 14, both parents agree to have conversations with the treating therapist, or a mutually agreed-upon therapist, regarding at least the following: child's readiness to begin driving, any specific treatment/interventions and skills mastery needed prior to driving age, including DBT, and/or the possible need to delay the child's driving until child demonstrates a specified level of mastery (determined by the therapist) of emotion regulation and distress tolerance skills, as well as a measure of reduced impulsivity and anxiety.

4.  Other:

### **COLLEGE/TRADE SCHOOL**

By **September 1st of the child's sophomore year in high school**, P1 and P2 will consult and communicate with each other about:

- The parent with the higher debt to income ratio claiming the child(ren) as dependents, and taking the child(ren) as a tax deduction no later than April of Junior year,
- The potentially critical financial aid implications of this deduction,
- The post high school education options of the children, and
- Related costs if not otherwise determined.

(Please discuss this with your Mediator/Collaborative professional or a College/Trade School Counselor for more information or referrals regarding financial aid options.) All of the matters below are suggestions rooted in experience.

If the family qualifies for financial aid, both parents agree to donate a minimum of \$150 each to the college/university/trade school fund to ensure the institution experiences that both parents are willing to do their part. Both parents agree to remind their child(ren) to write an annual thank you note to the Financial Aid Director expressing gratitude, how they have already, and will continue to use the money and their talents to make a difference for their communities/others, and how they aim to reflect positively on the college/university/trade school that has invested in sustaining them.

Both parents agree to allow the parent with the higher debt to income ratio to take the child as a tax deduction in April of Junior year of High School. (Financial aid will consider both adult incomes in a single household.) If parents cannot agree which parent has the higher debt to income ratio, parents agree to secure a neutral, mediation and collaboratively trained, forensic CPA to calculate which household has the higher debt to income ratio, while keeping the each parent's finances separate and private. (These specific professionals are often easiest to locate in Collaborative Practice groups.)

Both parents agree that a child attending college/trade school needs to be more invested in and responsible for his/her college/trade school education than parents are (barring disabilities that make attendance unreasonably taxing, or the exceptionally taxing curriculum of an Engineering degree, for example), and to prepare the child in high school to expect to work and sign his/her/their *own college/trade school loans*, and apply for applicable scholarships and work-study programs, *without worrying, discouraging or overwhelming the child*.

Both parents agree to educate the child(ren), starting at the beginning of high school, regarding the disadvantages of unwieldy student debt and the adverse consequences for the child of such debt upon graduation, as part of preparing the child for his/her future.

- Both parents agree to educate the child(ren) about the critical nature of paid/unpaid internships throughout college/trade school, in areas related to the child’s interests/field of study. Both parents agree to expect their child(ren)’s application/participation in said internships in order to significantly increase the likelihood of employability at the time of graduation from college/trade school and/or admittance to graduate schools.
- Neither parent agrees herein to determine how or whether college/trade school tuition costs will be divided among them [Note: most college/trade school’s financial aid departments ask whether there is such an agreement before assigning financial aid. If applying for financial aid, it may be best for you and your child *not* to have such an agreement in place].
- The higher wage earner/support provider agrees to purchase a separate life insurance policy to cover the children’s educational expenses, child support and/or spousal support in the event of the higher wage earner’s untimely death, OR
- The higher wage earner/support provider agrees to cooperate and provide the insurance company selected by the purchaser with the needed information and medical exams to allow the lower wage earner to purchase a separate life insurance policy on the higher wage earner. Why? A life insurance policy on the higher wage earner would cover the children’s educational expenses, child support and/or spousal support in the event of the higher wage earner’s untimely death.
- Both parents agree to purchase life insurance on the other parent with the children as sole beneficiaries, and the Living Parent as Trustee until the children are 18 years of age, to ensure adequate help with child care, education/college/trade school, medical and any other expenses, exclusively for the children’s benefit, etc., in the event of the other parent’s death.
- Both parents agree to complete estate planning within 6 months from the date the divorce is finalized to ensure living trusts, wills etc. hold the child(ren) as primary beneficiaries.
- Both parents will consult appropriate professionals to understand whether 529 college savings accounts are first used and thereby limit college financial aid, and whether establishing whole life insurance policies in the children’s names may be more effective to save money for children’s college.

**COMMUNICATION BETWEEN CO-PARENTS**

1. Communications will be brief, informative, friendly and “professional” in tone, and relate only to the co-parenting issues at hand. Neither parent shall communicate in a discourteous, coercive or threatening manner with the other.
2. Each parent will make respectful requests for the specific behaviors s/he wants (rather than complaining, accusing, blaming or focusing on what s/he doesn’t want), and/or will politely propose win-win options that consider and can be viable for *both parents*.
3. Both parents agree and understand that children always have their own perspectives and partial narratives. Consequently, prior to making negative assumptions, both parents agree to “check” out a child’s partial narratives by asking the *other parent (not the child)*: “Child’s Name is saying X. I’m wondering if you can help shed some light on this given what s/he’s saying.” The purpose is: to avoid negative assumptions/judgments based on children’s partial narratives, to avoid the children learning to play one parent off the other, and to move towards clear, respectful proposals or requests for specific

desired behaviors from your co-parent in order to present a united front. (This item is also presented under “Agreements for Effective Co-Parenting Behaviors” section, #3, below.)

3. Parents will communicate with each other through:

- Telephone/Text      Parent 1: \_\_\_\_\_      Parent 2: \_\_\_\_\_
- Email      Parent 1: \_\_\_\_\_      Parent 2: \_\_\_\_\_

4.  Both parents will communicate by text for most logistical, day-to-day matters, and by email for more complex matters, or those matters that might involve conflict, *mindful of the tone of such communications and the recommendations above in this section.*

5. Shared Family Online Calendar: Both parents agree that by the age of 9, in order to reduce the stress of transitions between households, both parents will teach the children to use a mutually agreed upon shared family online calendar to help them track: homework assignment/project due dates (working backwards to teach child to think through how much s/he needs to do daily to meet deadlines), extracurricular activities, doctor’s appointments, parenting plan transitions, etc. Children who know how to manage their time, and *are prepared to know, in advance*, when things will occur experience greater autonomy, competence and self-confidence, while also being significantly less stressed and anxious. Both parents agree that this is a critical way to reduce the stress of divorce on kids, while also teaching them to self-organize and manage their time effectively. (When kids say/promise they’ll do something, or announce an event, then the questions for parents become: Is it in the calendar? It doesn’t exist unless it’s in the calendar. Whose job is that? So what’s on your schedule today?). Asking in ways that direct the child’s attention to what s/he already knows is *always* more effective than “telling,” “nagging,” or “bossing.”

6.  Other:

**PARENT BEHAVIOR**

1. Each parent will review and note all the dates and times agreed to herein in their calendars going forward, to avoid possible future failures to abide by the conditions set forth.
2. P1 and P2 will conduct themselves with respect toward each other and the children so as to provide a loving, stable, consistent and nurturing relationship with the children during transitions, and while the parents may no longer cohabit.
3. To that end, both parents will not speak derogatorily of the other or the members of the other’s family/extended-family/friend community, will not cause the children to be drawn into any dispute regarding adult decisions and issues affecting the children, and will not attempt to curry favor with the children to the detriment of the other parent. Parents agree to ensure children feel free to be fully loved by and to love both parents who are likely to invest in the child(ren)’s wellbeing in different ways. Negative narratives about the other parent are barred, either with or within earshot of the children.
4. Whenever either parent is visible *or within earshot of the children* (including during phone calls), that parent will ensure that s/he, and her/his friends and extended family are respectful and mindful to protect the children from *any* direct or indirect exposure to mocking laughter, criticisms, contempt, complaints or similar expressions made about the other parent. Children know that half of their DNA

belongs to both parents. When such exposure occurs, the offending parent will 1) Take notice, 2) Set limits with extended family/friends *in front of the children when possible* (e.g. “They don’t need to hear that. We need to support their feeling love and respect for *both* their parents!”), 3) Apologize to the children for the specific negative exposure, and 4) Affirm the children’s right to have both their parents respected and valued. If the nonoffending parent overhears said exposure and points it out neutrally (e.g. “If I can hear it, the girls can hear the mocking laughter about me in the background”), the offending parent will immediately put 1-4 into effect, in front of the offended parent.

5. At all times, each parent will model effective legal behavior and judgment regarding alcohol, smoking, drug use, sexual and aggressive behaviors toward each other or others, as well as self-care and the care/safety of the residence where children abide. Both parents agree to protect the children from exposure to any abuses of the aforementioned listed substances and behaviors by others as well. The focus here is on the child’s safety and each parent ensuring they do their parental duty to ensure the safety of their children, rather than finding fault or blaming the other parent.

If either parent has an ongoing history of alcohol abuse/substance abuse, or, in the absence of any related treatment there is cause for concern, that parent shall agree to support their co-parent’s doing their duty to ensure the children’s safety by: (e.g. use of Soberlink for a year’s time, drug testing, substantiate participation in X treatment???) [The goal is a safe, satisfying relationship with both parents that both parents can support. This, again, is not aimed at fault-finding. And, for a parent who has exercised poor judgment in the abuse of substances, or demonstrated behavior indicating addiction (whether you agree or not), please know that this is NOT about you – it’s about your co-parent’s feeling they’ve done *their* due diligence to ensure your child’s safety.]

6. Both parents agree to use Soberlink.com should either parent have an alcohol abuse history/current abuse that raises concerns for the other parent.

7. Both parents agree to use alcohol or other legal substances only when “off-child duty” or only in very clear, unimpaired moderation when “on-child duty,” i.e. no more than 2 drinks (less depending on the drinker’s body weight), including beer. Cigarette smoking will occur outside, and out of eye-shot of the children, with clear communication about regret regarding the addiction to cigarettes, and related health risks. Each parent will ensure that there is always *at least one* completely unimpaired, competent adult present in case of any emergency involving the children. Both parents agree not to drink/use and drive, under *any* circumstances, including when the children are present, and to inform the other parent immediately if a related arrest is made. If there is clear evidence of alcohol/drug abuse while children reside with a parent, the other parent may request that the using parent subscribe to Soberlink.com to rebuild trust regarding alcohol consumption, and the abusing parent agrees to comply for 6 months.

8. Parents agree to respect the prevailing age-appropriate rating systems regarding movies, music, TV and video games, and to provide supervision in line with current research about the impact of said media and screen time (during the week/weekends/length of screen time/nature of content) on developing brains. Parents further agree to ensure that any other children/adults in each household respect similar rating systems in front of the children.

9. Specific agreements across both households regarding rating systems and screen time exposure, include:

- The amount of time both parents agree the child may spend time watching TV, YouTube, etc. during school days, barring child's being bedridden due to illness, shall be based on American Academy of Pediatrics 2016 recommendation, namely:
  - For children ages 2 to 5 years, screen use will be limited to 30 minutes – 1 hour maximum per day of high-quality educational programming with parental supervision *at all times. Parents will co-view media with children to help them fully understand what they are seeing and apply the information to their lives and the world around them.*
  - For children ages 6 and older, consistent limits and parental supervision will be provided for time spent using media, determining the types of media, and to ensure media *does not take the place of: adequate sleep, physical activity, learning, social interactions, family interactions and other behaviors essential to the child's wellbeing and healthy development.*
- Either parent can revisit these recommendations and alter these by mutual agreement, as the children mature. Reviews will occur at age 12. Other? \_\_\_\_\_.
- The ages at which will the child(ren) be allowed to see PG, PG 13, or R movies/games/online content with adult pre-screening and/or adult supervision and discussion are: 12 – 16, depending on the child's maturity and the residential parent's ability and willingness to supervise/discuss content.
- Sexual/violent content will be specifically addressed and processed by each parent, by watching the screen content with the child(ren) and discussing what they are seeing and how this applies to their lives and the world around them. Such films will be paused as needed to ensure children's tension, emotion regulation, and physical and emotional distress is assessed and respected by the parent, and that the children are able to regulate, self-soothe and understand film content in a way that is meaningful and healthy for them.
- Time the child can spend watching TV, YouTube, etc. during school days, barring illness: (Suggestion: None unless child is bedridden.) \_\_\_\_\_ Time \_\_\_\_\_ School Days \_\_\_\_\_ Weekends
- Screen time will be restricted to weekends.
- Conditions for earning extra screen time on weekends: completion of specific chores, completion of specific homework, completion of preparations for coming school week, completion of preparations for transition to other household. .
- Parental controls on devices will be as follows: parental controls will be implemented on all devices to which the children have access, including smart TV's.
- **Covid-19 Considerations:** Children attending school online and parents having to work from home provide obstacles to the more developmentally ideal and restricted screen times above. During Sheltering In Place, parents will ensure that all screen time during the week is school-related or educational. Parents will research, identify and help children access and navigate very specific, age-appropriate, fun and *educational* online games (e.g. freerice.com), films, documentaries, YouTube instructional videos, etc. especially in areas of learning that are more challenging or of great interest to the children.
- Both parents agree to explicitly request and teach the children to monitor themselves by:
  - Asking friends and adults (e.g. on a play date/sleepover, or friend/adult guests in resident parent's home) the rating of movies/games, *before* watching/playing, and
  - Explaining respectfully that s/he/they are "*only allowed to watch/play \_\_\_\_\_-ratings.*"
- Both parents agree to help the child rehearse and practice how s/he/they will do this respectfully and graciously in and outside the home.
- Similarly both parents agree to ensure the child(ren) have alternative entertainment options for themselves, as well as for others, should, for example, the friend's family be already watching/playing a film or video game with ratings not allowed by P1 or P2. (Suggest having children rehearse at home and then practice offering alternative activities/games/movies that are allowed at home. Coming

prepared and ample rehearsal to offer alternatives and communicate parent limits allows children to be included and inclusive; This also avoids the child(ren)'s imposing parents' ratings restrictions on others and engendering resentment by peers or other families towards the child(ren).)

- Resident parent will be responsible for advising and ensuring other household members and guests abide by screen-time and rating agreements to prevent the child(ren)'s exposure to content not approved by both parents.

**AGREEMENTS REGARDING PARENT DATING,  
INTRODUCING NEW RELATIONSHIPS & STEP PARENTING**

1. P1 and P2 agree to protect and consider the psychological needs of their children regarding parental dating and new relationships. To that end, they will not introduce the children to a new relationship until it has become a committed relationship of 1 year duration (one year is usually the minimum suggested time). You are modeling what committed relationships look like for your children. The parents will help new partners to understand that this is a legal agreement designed to consider the best interests of the child(ren).

2. In addition, both parents agree to notify the other parent before the children are informed of or introduced to a new, committed relationship. If either parent establishes a relationship with a person who is becoming a "significant other" s/he will *inform the other parent*, as soon as practicable, *before introducing this person to child*. This is to prevent the other parent from having negative or difficult reactions *to the child*, if the child is left to deliver the information inadvertently.

3. Both parents will refrain from introducing the child(ren) to casual dates or uncommitted relationships in an effort to model stable relationships and discriminating attachments to significant others, and to prevent the child(ren)'s experiencing attachments to "dates," that then "disappear" from the child's life.

4. The child may inadvertently meet or be introduced to a person who eventually may become a "significant other" to either parent. In this case, if either parent establishes a relationship with a person who may be known to child, before that parent introduces this person as a "significant other" to the child, the other parent will be informed (not for permission, but in order to spare the child from the other parent's possible spontaneous adverse responses – e.g. weeping, anger, if the child were left to inform the other parent, perhaps inadvertently).

5. Child will be introduced to the significant other *gradually*, with the first introduction occurring in a neutral public setting.

6. The parent in question will use culturally-relevant discretion in displaying signs of affection in front of the child(ren), mindful of the timing, children's developmental stages and the impact on the child(ren), while modeling what the parent will expect the children to demonstrate in their own dating behaviors.

7. Overnight stays of partners or significant others while the child(ren) are present will *not* occur until there is an established commitment with the person, and observable evidence the child(ren) is/are comfortable with the new relationship (e.g. child engages with and converses easily with the significant other, smiles and seeks the significant other's attention or help. Child is not sullen, disengaged and unwilling to engage the significant other).

8. Feedback regarding the child's response will be shared in a nonjudgmental, civil and respectful way between parents, and "checked out" with the other parent at any time and at intervals during the process

of introducing a new, significant adult into the child(ren)'s life. (Please see #3 from Communication Between Parents" section below.)

9. The non-initiating parent shall endorse and proactively support the child(ren) having a healthy relationship with the other parent's significant other, and the initiating parent shall scrupulously follow the agreements herein regarding parental dating and the introduction of new relationships.

10. Parents agree to consider and provide outside counseling support for child(ren) to aid in the child(ren)'s adjustment to "significant others" in his/her/their life/ves, when the children are struggling in this arena. The therapist selected will be mutually agreed-upon by the parents, and will specialize in treating children in divorce-related matters, including blended families. Both parents will share payment for said services in accordance with the provisions for payment of "Medical Matters" herein. The child(ren) will continue in said therapy for at least once a week, for the length of time considered adequate and/or necessary *by the therapist*.

- The child(ren)'s therapist shall also be a divorce specialist qualified to assess for the multiple factors contributing to resist-refuse dynamics, including but not limited to estrangement and alienation.
- When this child(ren)'s therapist determines that co-parenting work is necessary for the children's wellbeing, the parents agree to concurrently attend co-parenting therapy, with one therapist or two who work together (depending on their assessment of the degree of parental conflict), and who specialize(s) in co-parenting work.
- Both parents agree to sign a release allowing the child(ren)'s therapist to consult with and exchange information with the co-parenting specialist(s).
- When moderate to severe resist refuse dynamics are formally assessed by the co-parenting therapist(s) to be present, the purpose of co-parenting therapy will be to cultivate and seek to develop the favored parent's capacity to take responsibility for his/her influence on the children, and to endorse and proactively support the child's developing a healthy relationship with the other parent and the other parent's significant other.
- Only when the favored parent's responsibility for influence and endorsement are secured, the child(ren) and child(ren)'s therapist will work together with the initiating parent and that parent's co-parenting therapist, as well as the initiating parent's significant other, the favored parent and the favored parent's co-parenting therapist, *in combinations deemed most effective and cost-efficient by the co-parenting and child therapists*.
- If the above therapies are assessed as insufficient and ineffective by the therapists, a more intense form of reunification work, such as Family Bridges, will be recommended and engaged by both parents and the children.

11. Cohabitation, engagement or plans to marry will be conveyed to the other parent before informing the child (to increase the likelihood of the other parent's supporting the child and to protect the child from any spontaneous adverse reactions to the child's delivering this information). It will be the right of the initiating parent to inform the child, following research into best practices/developmentally appropriate guidelines for such disclosures.

12. Parents agree to reserve the terms “Mommy,” “Daddy,” “Mom,” “Dad,” “Mother” and “Father,” or culturally/familial equivalent terms, *only* for the biological/legally-adoptive parents.

13. The biological/legally adoptive parents and the stepparent will make every effort to foster a respectful, supportive relationship between the stepparent and the other biological/legally adoptive parent.

14. Stepparent(s) will leave parenting and parenting decisions to the biological/legally-adoptive parents, with the exception of general care-giving and medical emergencies - when both biological/legally-adoptive parents will be contacted immediately. This ensures that the biological/legally-adoptive parents retain full responsibility for a step-parent’s behavior.

While step-parents often have a “parenting role” as caregivers in children’s lives, the nature and content of parenting decisions and the responsibility for those decisions shall rest with the biological/legally-adoptive parents.

15. The role of the stepparent will be further discussed and agreed upon between the biological/legally adoptive parents, or parents will seek co-parenting therapy and/or mediation to resolve related matters.

16. Information and knowledge of half-siblings, pregnancies or plans of adoption of siblings will be conveyed to the other parent *before* informing the child(ren), and it will be the right of the initiating parent to inform the child, following research into best practices/developmentally appropriate guidelines for such disclosures. Both parents agree to provide counseling for the child(ren) with an agreed upon mental health professional, if either parent considers the child may have difficulty with the addition of a new sibling(s). This counseling will be paid for in accordance with the “Medical Matters” section below.

17. Both parents and stepparent(s) agree to educate themselves regarding the enormous body of research on best step-parenting practices, and will research or request such information for self-study from the Mediator/Co-Parenting Specialist, or from other similarly qualified professionals (e.g. “Surviving and Thriving in Stepfamily Relationships,” “The Stepfamily Handbook: From Dating, to Getting Serious, to Forming a ‘Blended Family’”)

### **CHANGE OF NAME**

Neither parent shall change the given name or surname of the children without the written consent of the other biological/legally-adoptive parent.

### **CHILDCARE**

1. Both parents shall consult about the provision of ongoing, stable childcare for the child(ren) and of any related qualifications/ possible impairments (e.g. CPR training, fingerprinting or other qualifications) relevant to adequate childcare.

2.  Any contact by the non-residential parent with any of the residential parent’s caregivers will be exclusively to gather and exchange information pertinent only to the children’s *immediate* wellbeing. Questions or statements regarding *any* other matters regarding the children will be directed solely to the residential parent.

3.  The residential parent shall provide any caregiver and the non-residential parent with each other’s names and phone numbers, whenever:

- The residential parent leaves the child with a caregiver for any length of time, and
- The possibility exists that the residential parent may not be immediately available for emergency situations.

4.  Both parents agree that when a steady, ongoing childcare provider is desired by the residential parent, the non-residential parent shall:

- Receive the proposed caregiver’s full name, DL#, auto make, model & license plate number, as well as a copy of proof of auto insurance,
- Have the opportunity to meet the residential parent’s proposed caregiver, and
- Respectfully provide information about said caretaker, prior to the residential parent’s making a final decision.

When one parent has an established network of social/familial resources and related referrals for caregiving, and the other does not, the latter will be granted 2 months to interview and develop a list of trustworthy caregivers with whom the children can build trusting, long-term relationships.

5. Both parents understand and agree that irregular or varying caregivers with whom the child(ren) do not have a stable, trusting relationship are *not* recommended for healthy development.

6. Each parent shall be responsible for making their own childcare arrangements for the temporary alternate care of the child, when such care is needed, with the exception of the conditions set forth herein.

7.  Each parent shall have the right to communicate from time to time with the person who is providing alternate care for the child.

8. If the parent with whom the child is spending time is going to be absent for a period of 24 hours or longer, the other parent shall be given the **right of first refusal** to care for the child. However, the nonresidential parent agrees herein that any additional time with the child granted by virtue of the “right of first refusal” will not ever, at *any* future time be misused to calculate and claim additional time with the children, or used to calculate any future child support. The residential parent prefers to pay for childcare.

9.  Other:

### **OTHER RELATIONSHIPS**

1. Parents agree to encourage and foster the relationships of each child with other parent’s children, family members and extended family/friend members.

2.  For adopted children, there is a legal obligation to see birth parents, X & Y, if they so desire, at least X times/year a year, until the child(ren) are 18. In the event either birth parent desires such contact, P1 and P2 agree to share the cost to meet with a child therapist specializing in adoption to help prepare child(ren) for said mandated meeting. If before the age of 18, the child(ren) wish to have contact with either birth parent, . . . . ?

3. If either of the parents becomes incapacitated by reason of illness or misfortune, or if either of the parents dies, the remaining parent will ensure that the children shall continue to have contact with the extended family and friends of the affected parent, especially but not limited to:

P1:

P2:

4. Exceptions:

**OTHER PROVISIONS FOR DECISION-MAKING  
WHEN PARENT CONDUCT or PHYSICAL DISABILITIES  
IMPAIR JUDGMENT**

The following special provisions apply to decision-making:

1. When either parent is impaired by drugs, alcohol, fatigue, illness or any other condition that may impact parental responsibility, judgment or caregiving in a manner that is determined to adversely affect or seriously risk the safety and/or well-being of the children, then the other parent may assume sole decision-making authority and physical custody for the duration of the impairment, or until there is no longer a risk to the children.

2. The parents agree to consult with a neutral third party mediator within 14 days, or as soon as physically possible for the impaired parent, to resolve any issues regarding the particular conduct, condition or illness in question. (See next section “Collaboration/Mediation for Parent Conduct or Disability Issues” for specific steps.)

3. If either parent subjects the children to harm through neglect or abuse, including the withholding of mental health treatment recommended by authorities in the child(ren)’s lives, then the other parent shall assume sole decision-making authority until the situation of neglect or abuse has been fully addressed and resolved. Neglect and abuse will be considered to be resolved when treating professionals determine that any skills that parent is missing (e.g. attuned attachment, emotion regulation, sobriety, regular ingestion of needed prescription drugs) have been sufficiently learned and rehearsed to be mastered (with the help of professionals, as needed), such that similar situations or parental behaviors are not likely to re-occur.

**COLLABORATION / MEDIATION for PARENT CONDUCT or DISABILITY ISSUES**

1. Either parent may determine if collaboration/mediation is necessary in order to resolve conduct or disability issues, and such parent shall give written notice that s/he intends to invoke this clause.

2. Both parents shall meet with the Collaborative Coaches/Mediator within 7 days of receipt of such a written notice, or earlier if appointments are available with that professional, and the physically disabled parent is able to meet.

3. The parent who first invokes the clause shall be responsible for the costs associated with the first meeting.

4. The Collaborative Coaches/Mediator shall discuss the matter with each parent, with a view to working out a mutually satisfactory resolution to conduct and/or disability issues. Both parents will offer win-win solutions to address a specific skills-building plan of action to remedy conduct issues, in

accordance with a course of action recommended by professionals specializing in the specific conduct or disability in question (e.g. alcohol abuse, anger management, parenting, emotion regulation, medication for specific diagnosis).

5. The parents herein agree to authorize any Collaborative Coaches/Mediator to collect such information from third parties as, at the discretion of the Collaborative Coaches/Mediator, will assist them in seeking solutions.

6. In the event that the conflict involves an issue, which is timely in nature (for example, a medical event other than ones anticipated above), the parents will consider professional advice, obtain a second opinion, if that is necessary, and follow the most prudent course with the child(ren)'s wellbeing as their top priority.

### **RIGHTS OF NON-RESIDENTIAL PARENT**

The following are the rights of a parent when a child is not in the care of that parent:

1. The right to unimpeded telephone conversations with each child at least 2 times a week at reasonable, scheduled times, and for reasonable duration, provided phone time is not used to disrupt or undermine time with the resident parent or to disrupt existing commitments, either by the other parent or the child.

2. The right to speak on the phone or communicate with the child via FaceTime, etc. privately, rather than on speakerphone, and to send mail or to email to each child, which the other parent will not open or censor.

3. The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of a child.

4. The right to receive directly from each child's school copies of each child's report card, attendance records, names of teachers, class schedules, standardized test scores and any other records customarily made available to parents, upon written request to the school.

5. The right to receive, directly from each child's physician and other health care providers, copies of each child's medical records, provided that a written request has been made to the provider with a current mailing address and shared payment for the reasonable cost of duplicating and mailing records.

6. The right to be free of derogatory remarks made about the parent or the parent's extended family and friends by the other parent to, or in the presence of, or within earshot of the child, or those likely to share information with the child, to ensure that each child feels free to love and respect both parents.

### **AGREEMENTS REGARDING EFFECTIVE CO-PARENTING BEHAVIORS**

1. Both parents understand and agree that the goal of any effective parenting plan is for children to have satisfying, healthy relationships with *both* their parents. More specifically, children need contact with stable, reliable parents (as long as there is no physical or emotional danger to the children). Consequently both parents agree to abide by the following behaviors, given that children need co-parents who:

- Are skilled or willing to learn to be skilled at managing their own emotions effectively,
- Can keep themselves from sharing adult concerns that flood and overwhelm children,

- Protect children from feeling responsible for (or guilty about) a parent’s wellbeing,
- Protect children from a parent’s depositing their own negative views, feelings and thoughts about the other parent, and
- Are skilled or *willing to learn to be skilled* at communicating effectively and respectfully with each other in ways that spill over and positively impact their relationships with their children.

2. In the long run, well-adjusted and resilient children become young adults who take responsibility for who they become, i.e. what they do with whatever is / isn’t given to them by their parents – either materially, by teaching or modeling. Well-adjusted children *also* learn to accept parents for who they are, and who they are not, with respect, and without demonizing or blaming either parent. Both parents agree to support their children taking responsibility for their own decisions and the consequences of those decisions, and accepting themselves and each parent, as they are, and as they are not. Accepting a parent is not the same as accepting that parent’s ineffective behaviors without respectfully protesting and offering alternative more effective behaviors.

3. Both parents understand and agree to provide for the healthy development of their children, by “mutually supporting” their co-parent, in the following specific ways:

- Even when parallel parenting (only limited interaction between parents), both parents must support and encourage the child(ren) to have as respectful, and healthy a relationship with the other parent as possible.
- Refrain from saying anything negative about the other parent (not only within the child(ren)’s hearing but *anywhere that can get back to the child*).
- Actively find specific, positive things to say about the other parent to the child, and about how each child may be like the other parent in those positive ways.
- Remember that half of your child’s DNA (or your child’s internalized experience of each parent, if child is adopted) and half of your child’s way of being is derived from the other parent. Support your child by affirming the half of the child that comes from that parent.
- Empathy is learned. *It is not innate*. Model, teach and encourage the ability to lean in and understand another, even when you have a different view, or find a person’s behavior unpleasant or upsetting. *There is considerable, solid research confirming that negative judgments are ineffective in life – they alienate us from ourselves and from others, and block understanding.*
- Communicate an understanding of your children’s *experience* with the other parent – *without* directly or indirectly agreeing with or endorsing negative judgments about your co-parent! Parents need to seek help understanding this, if it is not clear.
- Understand and respect that your children do *not* experience your co-parent in the same ways that you do.
- Respect that your children have an entirely different *kind* of relationship with your co-parent than you do/did.
- Grant your children the right to have a relationship with the other parent that is free of and unencumbered by your adult feelings, perspectives, histories and experiences.
- Trust yourself by allowing your children to have their *own* experiences and draw their own conclusions with and about each of you.
- *Reframe* negative things your child says to you, about the other parent (e.g. “Mom’s so mean!” Translation: “You didn’t like what she said.” Or “You didn’t like how she said that.”).
- Your children need you to encourage their ability to understand the other parent’s views, even when your child/ren might disagree with that parent (e.g. “Hmm. I wonder what Mom/Dad may have been thinking and/or feeling when s/he said that . . . “ “I wonder what would happen if you

asked him/her directly?" "Do you have any sense of what you may have done to trigger that reaction?")

- Actively hold your children responsible for *their part* of the quality of their relationships with each of you (and others) in age-appropriate ways. Understand their struggles, while also redirecting them to focus on what *they* can do, express and/or ask for more effectively.
- Expect your children to learn to communicate their needs and wants verbally, in respectful ways that will serve them in *and outside* your home (e.g. at school, with peers, in future jobs). Model the same with each other and with your children.
- Avoid "mind-reading"/anticipating their needs by requiring that they verbalize these. Your child will be hurt when others don't mind-read and will be unduly dependent on you. Children's self-esteem is enhanced by not expecting others to mind-read, and by being able to *speak* their own needs/desires respectfully.
- Avoid seeking confirmation from your children about your negative views about the other parent.
- Avoid inserting your own views, directly or indirectly, into your child's relationship with the other parent in ways that color your children's perceptions of the other parent.
- *Require* your children to approach the other parent to discuss any issues they may have with *that parent (unless that parent suffers from severe mental illness, is easily enraged or presents a direct threat to the child's safety)*. Examples of possible language:
  - "Your mother/father loves you very much and would want to know that you are feeling this way."
  - "I really want to encourage you to talk with her/him about that."
  - "What do you think you can say or do to express your understanding of your Mom's views, before making your own point?"
  - "Let's practice how you might express what you're feeling/thinking/wanting/asking in a respectful, non-judgmental way."
  - "Rather than complaining about what you *don't* want, I wonder what would happen if you ask respectfully for the behavior you *do* want?"
- Children always have their own perspectives and partial narratives. Consequently, prior to making negative assumptions/judgments, both parents agree to "check out" partial narratives by asking the other parent: "Child's Name is saying X. *I'm wondering if you can help shed some light on this given what s/he's saying.*" The purpose is: to avoid negative assumptions/judgments based on the children's partial narratives, to avoid the child's playing one parent off the other, and to move towards clear, respectful proposals or requests for specific desired behaviors from your co-parent in order to present a united front. (This item is also presented under "Communication Between Parents" section, #3 above.)
- Remember that how you model, teach *and expect* your children to express themselves with the other parent, and with you, is how you are teaching your children to relate to their own future partners, peers, teachers, and to their future employers and colleagues.

### **WHEN PROBLEMS ARISE:**

In the event that P1 and P2 are unable to resolve any particular issue, it is harder to seek agreement in the moment about who will help resolve the matter. Consequently, both parents agree to resolve the matter and share the cost through:

- Discussion with a friend or family member:

Collaboratively-trained Mediator: (Attorney? Financial specialist? Licensed Mental Health Professional(s)? . . . We have excellent referrals for these). Name(s):

Other:

**AGREEMENT**

Both parents agree to the terms above and will execute this memorandum as the basis for their parenting plan agreement in their final Judgment or revised Parenting Plan (Custody) Agreement to be formally submitted to the Court.

**WHEN AGREEMENT IS REACHED VIA MEDIATION**

When mediating this agreement with a collaboratively-trained Licensed Mental Health Professional, the parents understand that they *must* then submit this document to a neutral, collaboratively-trained, attorney mediator specializing in family law for inclusion in the final Judgment, and/or for formal legal submission to the Court. Expect your Attorney Mediator to respect your language *and* suggest/ask for language clarification to increase the enforceability of terms. Both parents agree to sign the paperwork to retain this attorney mediator within two weeks of signing this document.

When mediating the contents of this document with any Mediator, co-parents are always advised to consult with “mediation-friendly,” collaboratively-trained Consulting Attorneys who can provide independent legal advice specific to your needs (unlike a neutral mediator).

**WHEN AGREEMENT IS REACHED VIA COLLABORATIVE DIVORCE PROCESS**

When the contents of this document have been mediated by two collaboratively trained Divorce Coaches (licensed mental health professionals) or in the context of a Collaborative Divorce Process, each parent may consult with his/her consulting or collaborative attorney and decide which attorney will include the contents in the final Judgment and/or for formal legal submission to the Court, while respecting your carefully agreed-upon language.

The signatures below shall indicate that both parents agree to all the terms and conditions delineated above and agree to execute this memorandum as the basis for their Parenting Plan (Custody) Agreement to be formally submitted to the Court. This agreement supersedes all prior parenting plan agreements and divorce judgments.

\_\_\_\_\_  
Parent 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent 2

\_\_\_\_\_  
Date