|  |  |
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| **WHO IS FILING THIS** | |
| **NAME** |  |
| **ADDRESS** |  |
| **EMAIL** |  |
| **PHONE** |  |
| **ROLE IN THE CASE** |  |
| **WHERE ARE YOU FILING** | |
| **COUNTY** |  |
| **CASE NUMBER** |  |
| **ASSIGNED JUDGE** |  |
| **WHAT ARE YOU FILING** | |
| **DOCUMENT TITLE** | PROPOSED PARENTING PLAN |

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| --- |
| **PROPOSED PARENTING PLAN** |

1. **PARTIES:**

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| --- | --- | --- |
| **NAME** | **PARTY/ROLE** | **ADDRESS** |
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1. **CHILD(REN):**

|  |  |  |  |
| --- | --- | --- | --- |
| **CHILD** | **AGE** | **GRADE** | **SCHOOL** |
|  |  |  |  |
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1. **ORDER OF PROTECTION (CHECK IF APPLICABLE):**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **DATE ISSUED** | **DATE SERVED** | **PROTECTED PARTY** | **RESTRICTED PARTY** | **COURT/**  **CASE #** | **SPECIFIC RESTRICTIONS** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. **LEGAL DECISION-MAKING: Select 1:**

|  |  |  |
| --- | --- | --- |
| **X** | **TYPES OF DECISION-MAKING** | **DESCRIPTION** |
|  | **Joint Legal Decision Making**  *Ex: Mom wants the child to attend a new charter school, and Father disagrees; the child may not be enrolled in the new school.* | The parties will make all decisions together. (Both parties must agree to a change or a decision to proceed on any given item). |
|  | **Joint Legal Decision Making with Response Time**  *Ex: Mom wants the child to attend a new charter school. She sends a message to the father in the co-parenting application. The father does not agree within 72 hours. The child may be enrolled in the new school.* | The parties will make all decisions together. (Both parties must agree to a change or a decision to proceed on any given item). However, if a response is not received within 72 hours, the requesting parent may take consent as implied. |
|  | **Joint Legal Decision Making with Defer to Providers**  *Ex: Mom wants the child to attend a new charter school, and Father disagrees. The child’s current school believes that the child would do better in the charter school due to better programming. The parties would follow the school's recommendation and enroll the child in the Charter school.* | The parties will make all decisions together. (Both parties must agree to a change or a decision to proceed on any given item). If the parties cannot agree, they shall follow the provider's or school's recommendation. |
|  | **Joint Legal Decision Making with a Parenting Coordinator**  *For example, the mother wants the child to attend a new charter school, but the father disagrees. The child’s current school believes that the child would do better in the charter school due to better programming. The parties would submit the issue to the Parenting Coordinator for assistance in resolving the dispute.* | This option requires both parties to agree to use a Parenting Coordinator. The coordinator is appointed for one year, and the parties will generally share the cost. The parties will make a good-faith effort to come to an agreement. If they cannot agree, they may seek input from providers or the school. They will submit the matter to the Parenting Coordinator for resolution if they still cannot agree. |
|  | **Joint Legal Decision Making with Final Say to <INSERT PARTY ROLE>**  *Ex: Mom wants the child to attend a new charter school and Father disagrees. The child’s current school believes that the child would do better in the charter school due to better programming. After considering the father’s perspective, if the mother had the final say, the child could be enrolled in the new school.* | The parties will make all decisions together. If the parties cannot agree, they may consult providers or schools. If they still cannot agree, one party shall make the decision. |
|  | **Sole Legal Decision Making to <Insert Party Role>: Consultation**  *For example, if the mother wants the child to attend a new charter school, the father disagrees; the child may be enrolled in the new school if the mother makes sole legal decisions.* | One parent makes the decision solely. They should still consult with the other parent but are not obligated to follow their guidance. |
|  | **Sole Legal Decision Making to <Insert Party Role>: Notification**  *Ex**: Mom wants the child to attend a new charter school; the child may be enrolled in the new school if the mother has sole legal decision-making.* | One parent makes the decision solely and must only notify the other parent. |

1. **CONSISTENCY OF TREATMENT PROVIDERS/ SERVICES/ MEDICATION:**
2. The parties understand consistency is critical to a child's stability and agree to use their best efforts to maintain current treatments, as noted in the chart below.

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| **PROVIDER** | **CHILD** | **TREATMENT TYPE** | **FREQUENCY** |
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1. **CONSISTENCY OF MEDICATION:**

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| --- | --- | --- | --- |
| **MEDICATION** | **DOSE** | **CHILD** | **FREQUENCY** |
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1. **ADDITIONAL DECISION-MAKING TERMS:**

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| 1. **ADDITIONAL LEGAL DECISION-MAKING TERMS: MEDICAL** |
| NOTIFICATION OF MEDICAL INFORMATION:If either party has any knowledge of any illness, accident, or other circumstance that affects the health or general welfare of the minor child, that party shall promptly notify the other party of the circumstances.If a medical or dental emergency occurs during parenting time, the party must immediately inform the other parent but may act on the child’s behalf on an emergency basis.The parties shall inform each other of the names, addresses, and telephone numbers of all medical/dental practitioners by posting them and the child’s insurance card in the co-parenting application.COUNSELING:If either party believes the child needs counseling, both parties agree to maintain counseling for Minor Child so long as the provider recommends ongoing treatment.MEDICAL APPOINTMENT PROTOCOLS:If possible, the parties shall use a network provider when seeking medical services for the minor child.Medical-related appointments must be posted in the co-parenting application within 24 hours of making the appointment.Absent an emergent situation, the parties shall take turns taking the child to routine medical appointments.Only one parent shall attend the appointment absent a specialist or emergency. Third parties shall not be included in appointmentsWhere practical, parties should only set appointments during their parenting time.Medical care should take priority, so if a provider is only available during another parent’s time, the appointment shall be made. If the parent whose time it is cannot transport, the other parent may.The parent with the child in their care shall attend an appointment and post any updates within 24 hours in the co-parenting application.Where possible, appointments should be scheduled outside of school hours.SECOND OPINIONS:If either party wishes to obtain a second medical opinion, that party must notify the other party.The party seeking the second opinion may select the professional at his/her expense (less insurance coverage) after providing notice and disclosure to the other party.The requesting party may set an appointment for a minor child to be seen by a second-opinion professional.The second opinion professional shall be supplied with all relevant records that address the health care issue of the minor child. The second opinion professional shall be encouraged to confer with the diagnosing professional and the primary health care provider.A second opinion shall be issued in writing, provided to both parties, and forwarded to the diagnosing professional and the primary health care provider.ELECTIVE MEDICAL CARE:Neither party shall seek or obtain elective medical care for the minor child without the prior written consent of the other party, provided such consent shall not be unreasonably withheld.If either party procures elective medical treatment for the minor child without the other party’s written consent (provided such consent has not been withheld unreasonably), the procuring party waives the right of contribution from the non-procuring party toward the expenses of such treatment.Orthodontic expenses are reasonable and necessary. If a provider makes the referral, then it is reasonable and necessary. |
| 1. **ADDITIONAL LEGAL DECISION-MAKING TERMS:**   **EDUCATION** |
| ABSENCE:If the child cannot attend school or childcare on a particular day due to illness, holiday, or otherwise, it shall be the responsibility of the parent who has the children on the morning of that day to make arrangements for care until the time that school would have normally ended that day. b) If a child is absent or removed from school early, a parent must notify the other parent promptly of the reason for the absence. CONTACT WITH THE SCHOOL:Neither parent shall be permitted to enroll or disenroll a child from school without the other parent’s written consent unless one parent has authority under the decision-making provisions above.Both parties shall use the school’s websites and teacher emails to keep informed regarding matters about the minor child, including schedules and grades. Each party is responsible for signing up for school communications and making their own appointments for parent-teacher conferences.Under A.R.S. §25-403.06, each party shall have equal and unrestricted access to all the minor child’s educational and personal records. All educational institutions and social organizations shall be informed of this legal decision-making arrangement.SCHOOL EVENTS:Both parties have the right to participate in school conferences, events, extracurricular activities, and other activities and consult with teachers, school personnel, coaches, etc., unless otherwise restricted by other orders.Third parties may attend public events but not private meetings with school staff such as IEP/504 and parent-teacher conferences. |
| **LEGAL DECISION-MAKING TERMS:** **RELIGION (SELECT 1)** |
| * The child will continue to attend with . * Religious provisions do not apply. * Other: |
| **ADDITIONAL LEGAL DECISION-MAKING TERMS:** **MISCELLANEOUS** |
| Except as otherwise provided herein, each party is responsible for providing the minor child with food, clothing, and shelter during their scheduled parenting time and may make routine decisions concerning the child’s care. The parties shall ensure the children have requested toiletries and related supplies.The children shall not be left in the care of drug users or felons without the consent of the other parent. |

1. **ROUTINE PARENTING SCHEDULE (SELECT 1):**

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| --- | --- | --- | --- |
|  | **NAME** | **DESCRIPTION** | **SPECIFIC TERMS** |
|  | WEEK ON/WEEK OFF | The parties shall share parenting time one week at a time. | Exchanges will occur on Wednesday at school |
|  | 2-2-5 | The parties will share parenting time, with one parent having Monday and Tuesday and the other party having Wednesday and Thursday. The parties will rotate on weekends. | M/Tu:  W/Th:  Start Date: |
|  | 2-2-3 | Parent 1 shall have the child Monday start of school to Wednesday return to school. Parent 2 shall have the child Wednesday pick up from school until Friday return to school. Parent 1 shall have the child Friday picked up from school until Monday Return to school. Parent 2 shall have Monday pick up from school until Wednesday, return to school, etc. | Parent 1 is:  Parent 2 is: |
|  | EVERY OTHER WEEKEND | One parent will have the child every Friday release from school to every Monday return to school.  *Optional: the weekend parent may also have dinner with the child one night per week on Wednesday from release of school to return to school the next day.* | Weekend Parent:  Primary Parent:  Week Night Dinner:   * YES * NO   If yes, which night: |
|  | SPLIT WEEK | One parent will have the children each week from Monday release of school to Thursday return to school. The other parent shall have the child from Thursday release of school until Monday return to school. | Weekday Parent:  Weekend Parent: |
|  | SUPERVISED | Due to safety considerations the parenting time of:  Shall be supervised meaning eyes and ears on the child at all times. | Supervised By:  When:  How Long:  If there is a cost who will pay? |
|  | NO CONTACT | Due to significant safety considerations, no contact should be allowed between the child and: | The following issues should be addressed before contact is considered: |
|  | OTHER: |  |  |

1. **HOLIDAY SCHEDULE:**

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| --- | --- | --- | --- |
| **HOLIDAY** | **DESCRIPTION** | **MOTHER** | **FATHER** |
| WINTER BREAK | Part 1: Release of School to 5 p.m. on December 27th  Part 2: 5 p.m. on December 27th to return to school | Part 1: Odd  Part 2: Even | Part 1: Even  Part 2: Odd |
| SPRING BREAK | Shall be divided in two weeks counting by the number of overnights from release of school until return to school. If there is an extra overnight, mother shall have it in even years and father in odd years. The exchange shall occur at 5 p.m. | Week 1 All Years | Week 2 All Years |
| FALL BREAK | Release of school to return to school | Odd | Even |
| SUMMER | One Week of Vacation  Exchange at 5 p.m. | The first Monday through Monday following the release of school. | The second Monday through Monday following the release of school |
| FATHER’S DAY/  MOTHER’S DAY | Release of school to return to school. If school is not in session, 5 p.m. on Friday to 5 pm on Monday. | Mother’s Day All Years | Father’s Day All Years |
| EASTER | Release of school to return to school | Even | Odd |
| THANKSGIVING | Release of school to return to school | Odd | Even |
| OTHER: |  |  |  |

1. **EXCHANGE PROTOCOL:**
2. All exchanges shall occur at the children’s school unless otherwise agreed by the parties OR the exchanges shall occur at .
3. If there is a dispute about when an exchange shall occur it shall be release of school when school is in session and 5 p.m. when school is not in session.
4. The parties or their designee shall remain in their vehicles with the windows up at all exchanges.
5. The parties or their designee shall not engage in any communications verbal or gesturing at exchanges.
6. The parties shall not park in such a way that it impedes the other vehicles ability to leave the exchange.
7. If a child needs assistance at the exchange, only the party whose time is ending may exit the vehicle.
8. **COMMUNICATION:**
9. METHOD:
   * AppClose: Free Co-Parenting Application
   * Our Family Wizard: Paid % by Father and % by Mother
   * Other:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **X** | **MECHANISM** | **FREQUENCY** | **DURATION** | **AUDIENCE** |
|  | * CO-PARENTING APP   -or-   * OTHER | As needed but no more than two messages per day | See Communication Guidelines | Parents |
|  | Phone/Text | Medical Emergency Only |  | Parents |
|  | Phone/Text/Video Call  Specific app name if applicable: | Every Sunday before Bed  or  OTHER: | Determined by the child  Children cannot be grounded from calls.  The children shall be provided with privacy for calls, such as in their rooms.  The calls shall not be moniroted. | Child |
|  | Phone/Text/Video Call |  |  | Half or Step Siblings |

1. All communications shall be posted in the co-parenting application following the protocols:
   1. Only about the child
   2. One topic per message
   3. Positive and future-focused
   4. No commentary, critique, or criticism
   5. No name-calling or accusations
   6. Responses within 24 hours unless an alternative deadline is noted
   7. Communication is solely between the parents and not third parties
   8. No commentary about the other parent, the party's history, or assumptions about the other parent’s motivations
2. The parties shall take the FIT Program no later than : <https://families-in-transition.com/>
3. Neither party shall place the minor child in the middle of any unresolved problems, and each will discuss these problems directly with the other party. The parties shall not present any claims or disputes to the minor child.
4. Neither party shall make negative, disparaging, or derogatory comments or statements about the other party or his or her family in the presence of the minor child or engage in any conduct whatsoever that could reasonably be calculated to interfere with the other party's relationship with the minor child.
5. The parties will update each other on vital information regarding roommates and significant others, including their names, addresses, and dates of birth.
6. **EXTRACURRICULAR ACTIVITIES:**
7. The parties agree that the child may participate in no less than one activity per year.
8. The parties will share in the cost of those activities equally.
9. The parties agree that they will always discuss enrolling the minor child in an activity before signing up or discussing it with the minor child.
10. The parties will ensure that both parents are on the enrollment forms.
11. The parent initiating enrollment shall post the schedule in the Co-parenting calendar. If one parent cannot take the child to the activity, the other parent shall have the first right of refusal to take them.
12. Extra-curricular activities may not unreasonably infringe on the other parent’s routine parenting time.
13. If a party proceeds with enrolling the minor child in an extracurricular activity not approved by the other party, the party who enrolls a minor child in such extracurricular activity shall be solely responsible for the entire cost of that activity.
14. **DISCIPLINE:**
15. The parties shall honor the other party's parenting style with the minor child, provided there is consistency in the rules and expectations for them.
16. Neither party, nor anyone caring for the child shall engage in corporal punishment.
17. The parties agree to use only age-appropriate discipline.
18. Disciplinary actions shall be posted in CO-PARENTING APP.
19. The parties shall take the following course no later : <https://www.positiveparentingsolutions.com/course-details>
20. If the children have cell phone or other devices both parents shall have access to tracking/monitoring, passwords, and restrictions. Any changes to these shall be posted in the co-parenting application within 24 hours.
21. **TRAVEL:**
22. WITHIN THE UNITED STATES:
    1. If a parent is planning on traveling with the children out of the Phoenix Metropolitan area, the traveling parent will notify the other parent by providing the destination(s) and telephone contact numbers in case of an emergency.
23. INTERNATIONAL TRAVEL:
    1. If a parent is traveling out of the country with the minor children, they must provide an itinerary within 30 days of travel.
    2. The parties agree to maintain passports for the child and share equally in the costs of renewal including postage.
    3. Mother will hold the passports in even years and Father will hold passports in odd years.
    4. Passports and the consent to travel (if granted) shall be provided no less than 14 days prior to travel.
    5. If a party wants to travel out of the country with the child, they must get written consent.
    6. The custodial parent shall be provided a reliable means of telephonic access to the traveling parent should an emergency arise as well as an itinerary.
24. TRAVEL WITHOUT THE CHILD:
    1. If the other parent will be traveling without the child out of the state, they shall provide the duration of the absence and an emergency phone number.
25. **EXPENSE REIMBURSEMENT:**

|  |  |  |  |
| --- | --- | --- | --- |
| **When** | **How** | **When** | **How** |
| Within 30 days of incurring the charge | Post the request in the app with receipt if available | Reimbursement shall be made within 14 days of posting the notice | Reimbursement shall be made via Coparenting App |

1. **GENERAL PROVISIONS:**
2. **Makeup Time****:** Unless specifically agreed upon between the parents in advance in writing (via text or email), a parent who is unable to exercise his/her time with the minor children as addressed above shall not be entitled to "make up time" from the other parent.
3. **Child Care Providers:** Each parent will employ their own sitter/care provider, and have the right to set that provider's schedule, rates, responsibilities, sole discretion to hire and fire, and otherwise direct them. As to any sitter/care provider hired, the hiring parent shall provide the other parent the provider's full name, date of birth, and/or make sure the other parent is on all forms
4. **Name to be Maintained*.*** Neither party shall at any time or for any reason cause a minor child to be known or identified or designated by any name other than the name presently on the minor child’s birth certificate(s).
5. **Identification of Party.** Neither party shall designate any other individual as a party of the minor child, other than Mother or Father. With respect to all official forms concerning the minor child, each party shall fully disclose the identity, residence, and telephone number of the other party, and shall not omit this information where called for on the form. Each party also shall be listed on any such forms as an individual who should be contacted in the event of an emergency before attempting to contact any other person.
6. **Sex Offenders.** The parties are aware of the notification requirements of A.R.S. § 25-403.05(B).
7. **Governing Law**. This parenting Plan shall be construed and enforced by the laws of the State of Arizona.
8. **Home State of the Child.** The State of Arizona is the “home state” of the minor child and was the “home state” of the minor child when this action commenced in the Maricopa County Superior Court. The term “home state” is defined in A.R.S. §§ 25-1002 *et seq*., and the Parental Kidnapping Prevention Act of 1980, 28 U.S.C.A. § 1738(A).
9. **Relocation.** Neither party shall relocate the residence of the minor child a distance greater than one hundred (100) miles from the current residential locations without compliance with A.R.S. § 25-408. Any findings that a party has failed to comply may result in sanctions against that party pursuant to the same statute. The parties further agree that any move that requires a commute in excess of thirty minutes shall be agreed upon by the parties prior to commencing.
10. **Current Address and Contact Information**. Each party shall keep the other party informed as to his or her current physical home and work addresses, email addresses, and telephone numbers and shall notify the other party within 30 days of a change in contact information unless otherwise protected by court order.
11. **Modifications in Writing.** Any changes in the terms and conditions of this Agreement, to be effective, shall be in writing: Submitted to the court by counsel.**,** Submitted to the court and signed by both parties, or an Exchange of messages in co-parenting application that clearly outline the change with a response stating, “Agreed to change of order.”
12. **Major Changes*.*** If the present Agreement is no longer satisfactory to either party for any reason, and if the parties are not able to agree upon modifications to this Agreement. No mediation is required. If the parties cannot agree, they are free to file for modification. Unless there is a major safety situation, the parties will not deviate from this plan absent further order of the court.
13. **Periodic Review**. The parties shall supplement and change the terms and conditions of this Agreement as the needs of the minor child changes. Every 24 month from the entry of the Decree. Upon the reasonable request of either party, Father and Mother shall review the status of this Agreement and in good faith discuss the necessity for any modification thereof.

**I CERTIFY THIS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE**

**NAME:**

**DATE:**

|  |  |
| --- | --- |
| DATE FILED |  |
| HOW DID YOU FILE |  |
| THE DATE YOU EMAILED IT TO THE JUDGE |  |
| EMAIL ADDRESS FOR JUDGE |  |
| DATE YOU EMAILED IT TO THE OPPOSING PARTY ANY |  |
| EMAIL ADDRESS FOR THE OPPOSING PARTY |  |
| DATE SENT TO OTHER PARTIES SUCH AS CAA |  |
| EMAIL ADDRESSES USED |  |