



In The Circuit Court  
For The Seventh Judicial Circuit of Illinois  
Sangamon County, Springfield, Illinois

\_\_\_\_\_  
(Petitioner)  
  
vs.  
  
\_\_\_\_\_  
(Defendant)



Case No. \_\_\_\_\_

**JOINT PARENTING AGREEMENT**

\_\_\_\_\_ and \_\_\_\_\_ each agrees and enters into the following Joint Parenting Agreement as a part of this Judgment relative to their child/children, who are as follows:

\_\_\_\_\_ d/o/b \_\_\_\_\_  
\_\_\_\_\_ d/o/b \_\_\_\_\_  
\_\_\_\_\_ d/o/b \_\_\_\_\_

stating and acknowledging:

- a) The residential circumstance of each parent favors an award of joint custody;
- b) \_\_\_\_\_ and \_\_\_\_\_ possess the ability to cooperate effectively and consistently with each other towards the children's best interests;
- c) The maximum involvement and cooperation of both parents regarding the children's physical, mental, moral and emotional well being is in the children's best interests.

**1) EDUCATION**

- a) Both parents shall exercise their best efforts to agree on any changes in the school which the children will attend. In the event the parties are not able to agree with regard to this issue, \_\_\_\_\_ shall have the final say in determining the school each child will attend.
- b) Each parent shall take the necessary actions with the school authorities of the schools in which each child is enrolled to:
  - i) List each parent as the children's parent.
  - ii) To direct each school and day care which each child attends at all times hereafter to release to the other parent any and all information concerning each child pursuant to and in accordance with Section 10-21.8 of the School Code, 105 I.L.C.S. 5/10-21.8
  - iii) To insure that each parent receives copies of any Notices regarding each child which are not forwarded by the school or day care pursuant to Section 3.a.(ii) hereof.

- c) Each parent shall produce to the other parent, upon receipt thereof, any and all information received concerning parent-teacher meetings, school club meetings, school programs, athletics schedules and any other school activities in which may be engaged or interested.
- d) Each parent shall furnish to the other, upon receipt thereof, a photocopy of each child's grade cards or report cards and copies of any other reports concerning each child's individual or joint status or progress.
- e) Each parent shall, when possible, arrange appointments for parent-teacher conferences at a time when the other parent can be present, and whenever possible they shall be attended by both parents.

## 2) MEDICAL AND HEALTH CARE

Both parents shall exercise their best efforts to agree on medical, dental and mental health treatment for each child. In the event the parties are not able to agree with regard to this issue, \_\_\_\_\_ shall have the final say in determining the medical, dental and mental health treatment each child will receive.

- a) Each parent shall promptly inform the other parent of any serious illness of the child which requires medical attention.
- b) Elective medical treatment, including therapy and counseling, shall only be performed after agreement between both parents. In the event both parties cannot agree, said decision shall be submitted to mediation and, at the option of either party, to a Court of competent jurisdiction.
- c) Emergency surgery necessary for the preservation of a life or to prevent a further serious injury or condition may be performed without consultation with the parent who does not then have physical custody of the children when same is necessary for the preservation of life or to prevent a further serious injury, provided however, that if time permits, the other parent shall be consulted and in any event informed as soon as reasonably possible of said condition and all relative factors thereof.
- d) Each parent shall inform the other of any medical or health problems which arose while they had physical custody of the child when the information of said medical or health problems could reasonably be found to aid the other parent in care and treatment of the children.
- e) Each parent shall provide the other with all prescriptive medications which the children are taking at the time of the transfer of custody and with sufficient information to allow the parent assuming custody to obtain refills of that medication.
- f) Each parent shall, when requested, provide information to the other parent regarding the names, addresses, telephone numbers and other necessary facts concerning the providers of any medical or health care to the children.
- g) Each parent shall at all times conduct himself or herself in a manner which promotes the cooperation and involvement of the other parent on all matters which concern the medical and health care of the children, keeping in mind that the cooperation and involvement of both parents on issues regarding medical and health care of the children are in the best interests of the children.

## 3) RELIGIOUS TRAINING

Both parents shall exercise their best efforts to agree on the religious training for each child. In the event the parties are not able to agree, \_\_\_\_\_ shall have the final say in determining each child's religious training.

#### 4) PHYSICAL CUSTODY

The parents are to exercise his and her best efforts to reach agreement with regard to the times each child will reside with each parent. In the event the parties are not able to agree, the parties agree that they will follow the custodial schedule that is attached to this agreement.

- a) Each parent agrees to facilitate the transfer of the minor children to the other in accord with the custody schedule.
- b) Each parent shall adhere to the following rules with respect to the physical custody of the visitation with the minor children.
- c) Each parent shall refrain from discussing the conduct of the other parent in the presence of the children except in a laudatory or complimentary way.
- d) Under no circumstances shall the question of child support either as to amount, manner or transmission of payment, be raised in the presence of the children.
- e) Physical custody with the minor children shall not be withheld from one parent by the other because of the nonpayment of child support.
- f) The payment of child support shall not be withheld because of the refusal of the custodial parent to grant physical custody to the non-custodial parent.
- g) Neither parent shall threaten to withhold physical custody from the other parent.
- h) Neither parent shall threaten to prevent or delay the return of the children to the other parent after a period of physical custody.
- i) Each parent shall prepare the children, both physically and mentally, for physical custody with the other parent.
- j) The children shall be available at the time mutually agreed upon between the parties for the beginning of physical custody.
- k) Each parent shall advise the other parent as soon as possible if the parent is unable to keep a planned physical custody with the children.
- l) Each parent shall refrain from unreasonably questioning the children regarding the activities of the other parent.
- m) Neither parent shall request physical custody of the children at unreasonable hours.
- n) Each parent shall work with the other parent to arrange physical custody schedules which shall take into account the children's education, athletic and social activities as well as each parent's opinion regarding the best interest of the children and each parent's desire to independently interact with the children.
- o) Each parent may take the children to appropriately planned activities.
- p) Each parent may attend the children's planned school, athletic and social activities at such times as the children are in the custody of the other parent.
- q) Each parent may temporarily take the children to another state for vacation or for other good reason not to exceed fourteen (14) days with reasonable Notice to the other parent.
- r) In the event either parent takes the children for an extended period to a location other than their residence, said parent shall inform the other parent of the children's whereabouts in writing with the name address, telephone number and all other relevant information concerning the person caring for the children.

- s) Each parent shall, at all times, conduct himself or herself in a manner which promotes the beneficial effect on the minor children of physical custody with other parent.

**5) MEDIATION OF CONFLICTS**

- a) If any conflicts arise between the parents as to any of the provisions of this Joint Parenting Agreement or to the implementation thereof, the complaining parent shall first notify the other parent in writing of the nature of the Complaint and both parents shall make reasonable attempts to negotiate a settlement of the conflict.
- b) Complaints shall be made in written form and given to or mailed to the other parent.
- c) The parent receiving said Complaint shall, reply to the Complaint in a similar manner in written form. If the parties are unable to resolve their conflict within a reasonable period of time, not to exceed ten (10) days after delivery of Complaint to the other parent by the complaining parent either by mail or personal delivery, the parties agree to mediation of their conflict by an individual mutually agreeable at the time the conflict arises, in all matters which do not involve any immediate danger to the physical, psychological or emotional health of the minor children.
- d) In the event the parties are not able to agree to a mediator, the parties shall make application to the Clerk of the Circuit Court for the appointment of a mediator.
- e) The cost of mediation shall be shared equally between the parties.
- f) The parties may not seek redress from the Court on any issue covered by this Joint Parenting Agreement unless and until mediation has been attempted and the mediator agreed upon by the parties has certified that further attempts at mediation are not practical and are not likely to succeed, unless the dispute between the parties seriously endangers the physical, mental, moral or emotional health of the children, in which event the parties may proceed directly to the Clerk of the Circuit Court for emergency relief.

**6) REVIEW OF AGREEMENT**

The parents agree that they will review the terms and conditions of this agreement within every two (2) years, within thirty (30) days of the anniversary date of the agreement.

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Petitioner	Date
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	Defendant