



Telephone Number: \_\_\_\_\_  
Employer(s) Name: \_\_\_\_\_  
Address(es): \_\_\_\_\_  
\_\_\_\_\_  
Employer Tel: \_\_\_\_\_  
**Respondent:** Street Number/ Apt: \_\_\_\_\_  
City, State and Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Employer(s) Name: \_\_\_\_\_  
Address(es): \_\_\_\_\_  
\_\_\_\_\_  
Employer Tel: \_\_\_\_\_

**II. Allocation of Significant Decision Making/ Parental Responsibilities**

**A. Designation of the Parent who Shall Be the Parent with the Majority of Parenting Time**

The parent of the child(ren) named above who will have the majority of parenting time under Section 606.10 of the IMDMA and Section 10-20.12b of the School Code is \_\_\_\_\_ **(Insert Name of Parent).**

Inserting the name of one parent in this section shall not affect either parents' rights or responsibilities under this parenting plan. Even in the event of an agreement or allocation of equal parental decision making responsibility, one parent's name must be inserted in this section to comply with State and Federal laws.

**B. Issues Related to Child(ren)'s Education**

Petitioner, Respondent or both (*circle one*) parents shall be allocated parental decision-making responsibilities as to education, including the choice of schools and tutors. In the event that both parents are allocated educational decision-making responsibilities, they shall exercise their best efforts to agree on any educational issues affecting the children. In the event the parties are not able to agree with regard to these issues

\_\_\_\_\_ **(Insert name of parent)** shall have temporary parental decision making responsibility concerning these issues pending completion of mediation or further order the Court. The parties are required to mediate any disagreement in this regard as required by this Parenting Plan.

1. The child(ren)'s residential address for the purposes of school enrollment is \_\_\_\_\_.

*If there is a history of domestic violence, an Order of Protection, Stalking No Contact Order or other similar Order involving the child(ren), the address(es) of the children should not be disclosed.*

2. The parent designated as the parent with the majority of parenting time shall take the necessary actions with the school officials in which each child is enrolled to:
  - a. List each child as the children's parent;
  - b. 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 an in accordance with Section 1—21.8 of the School Code, 105 ILCS 5/10-21.8;
  - c. To insure that the other parent received copies of any notices regarding each child which are not forwarded by the school or daycare.
  - d. Provide to the other parent, upon receipt thereof, any and all information received concerning parent-teacher meetings, school club meetings, programs, athletic schedules and and/or any other school activities in which the children are engaged;
  - e. Provide to the other parent, upon receipt thereof, a photocopy of each child's grade/ report cards and copies of any other reports concerning each child's individual or joint status/ progress;
  - f. 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.

### **C. Decisions/ Responsibilities Concerning Medical Treatment**

Petitioner, Respondent or both (*circle one*) parents shall be allocated parental decision-making responsibilities as to all health issues, including all decisions relating to the medical, dental, and psychological needs of the child(ren) and to the treatments arising or resulting from those needs. In the event that both parents are allocated health decision-making responsibilities, they shall exercise their best efforts to agree on any health issues affecting the child(ren). In the event the parties are not able to agree with regard to these issues

\_\_\_\_\_ (**Insert name of parent**) shall have temporary parental decision making responsibility concerning these issues pending completion of mediation or further order the Court. The parties are required to mediate any disagreement in this regard as required by this Parenting Plan.

- a. Each parent shall promptly inform the other parent of any serious illness of the child(ren) which requires medical attention;
- b. Elective medical treatment, including therapy and counseling shall only be performed after agreement between both parents. In the event the parties

- cannot agree, said decision shall be submitted to mediation and, at the option of either party, for decision by 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 is not the primary residential parent 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 are/were the primary caretaker 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 prescription medications which the children are taking at the time of the transfer of parenting time and with sufficient information to allow the parent assuming parenting time and/or caretaking responsibilities for the child(ren) to obtain refills of the prescription(s).
  - 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 child(ren);
  - g. Each parent shall at all times conduct themselves 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 child(ren) are in the best interests of the child(ren);
  - h. Petitioner, Respondent or both (*circle one*) parents shall be permitted access to the health information, including the medical, dental and psychological records (subject to the application of the Illinois Mental Health and Developmental Disabilities Confidentiality Act), child care records, and school and extra-curricular records, unless otherwise prohibited by a Court order or other applicable law (*A parent who is not allocated parenting time (not denied parental responsibility) is not entitled to access to the child's school or health care records unless a court finds that it is in the child's best interests to provide those records to the parent.*);

#### **D. Decisions/ Responsibilities Concerning extracurricular activities**

Petitioner, Respondent or both (*circle one*) parents shall be allocated parental decision-making responsibilities as to all extracurricular activities of the child(ren) . In the event that both parents are allocated extracurricular activity decision-making responsibilities, they shall exercise their best efforts to agree on any issues regarding extracurricular activities for the child(ren). In the event that both parents are allocated extracurricular activity decision-making responsibility, neither shall unreasonably withhold their consent. In the event the parties are not able to agree with regard to these issues \_\_\_\_\_ (Insert name

of parent) shall have temporary parental decision making responsibility concerning these issues pending completion of mediation or further order the Court. The parties are required to mediate any disagreement in this regard as required by this Parenting Plan.

**E. Decisions/ Responsibilities Concerning Religion**

In the event the parents do not have an express or implied religious agreement or the parents' do not have a past conduct as to the child(ren)'s religious upbringing then you need not complete this section. Petitioner, Respondent or both (*circle one*) parents shall be allocated parental decision-making responsibilities as the religion of the child(ren). In the event that both parents are allocated religion decision-making responsibilities, they shall exercise their best efforts to agree on any issues regarding the religious activities for the child(ren). In the event the parties are not able to agree with regard to these issues

\_\_\_\_\_ (Insert name of parent) shall have temporary parental decision making responsibility concerning these issues pending completion of mediation or further order the Court. The parties are required to mediate any disagreement in this regard as required by this Parenting Plan.

**F. Travel Plans of the Parent(s) and Transportation Arrangements for Child(ren)**

- G. Each parent may take the child(ren) to another state for vacation or recreation or for other good reason not to exceed a period of \_\_\_\_\_ days, and provided that advance notice is given to the other parent. The traveling parent shall provide to the non-traveling parent an itinerary relative to the trip containing the (1) dates of the trip (2) destinations (3) flight numbers/ carriers/ times and (4) contact numbers/ addresses while traveling. **Provisions for Communications (including electronic communications) for the Parent(s) and the Child(ren)**

Each parent shall allow liberal and reasonable access to means of communication for the child(ren) to contact the other parent, including but not limited to telephone, text, email, and other electronic communicative contact. No parent shall prohibit or inhibit the child(ren)'s ability to communicate with the other parent, subject to the communication being reasonable in time, scope and duration and subject to any Order of the Court concerning same.

**OPTIONAL**

When the child(ren) is in the care of the Father, Mother shall be allowed to communicate with the child(ren) during the following times:

\_\_\_\_\_

When the child(ren) is in the care of the Mother, Father shall be allowed to communicate with the child(ren) during the following times:

\_\_\_\_\_

**H. Exercise of First Right of Refusal**

A "right of first refusal" means that if a party intends to leave the minor child or children with a substitute child-care provider for a significant period of time, that party must first offer the other party an opportunity to personally care for the minor child or children. If the court awards parenting time to both parents, the parties may agree to a right of first refusal. The petitioner, respondent or both (**circle one**) parents agree or do not agree (**circle one**) to a "first refusal" means that if a party intends to leave the minor child or children with a substitute child-care provider for a significant period of time exceeding \_\_\_\_\_ hours, that party must first offer the other party an opportunity to personally care for the minor child or children and specify the period of time when the child care is needed. If the requesting party does not hear back from the other parent within \_\_\_\_\_ minutes, the parent needing child(ren) care may use the services of a babysitter or third party caregiver. In the event a parent exercises the right of first refusal, transportation shall be provided by the parent needing/parent providing (**circle one**) child care.

**III. Child's Living Arrangements, Parents' Parenting Time and Schedule**

**A. Child(ren)'s Primary Residence**

For the purposes of complying with State and Federal law, \_\_\_\_\_ (**Insert Name of Parent**) is designated as the primary residential parent. Inserting the name of one parent in this section shall not affect either parents' rights or responsibilities under this parenting plan. Even in the event of an agreement or allocation of equal parental decision making responsibility, one parent's name must be inserted in this section to comply with State and Federal laws.

**B. Allocation of Parenting Time (formerly called "visitation")**

The parties are directed to attempt to reach agreement from time to time with regard to the issue of allocation of parenting time (formerly called "visitation" under the law) to the parent not having primary residential responsibility for the child(ren). In the event no agreement is reached concerning the issue of allocation of parenting time, the following schedule is submitted to the Court for its consideration and approval:

Regarding the parent who is *not* the primary residential parent, the child(ren) shall reside with that parent on the following days/ times:

- Weekdays/ Weeknights:** Each (list day or days of the week and times proposed and whether these days will include overnight stays included for the parenting time):

Sunday	Monday	Tuesday	Wednesday	Thursday
_____ a.m. to _____	_____ a.m. to _____	_____ a.m. to _____	_____ a.m. to _____	_____ a.m. to _____

____ p.m.	____ p.m.	____ p.m.	____ p.m.	____ p.m.
Overnight?	Overnight?	Overnight?	Overnight?	Overnight?

2. **Weekends:** Each (list day or days of the weekend and times proposed and whether these days will include overnight stays included for the parenting time):

Friday	Saturday	Sunday
____ a.m. to	____ a.m. to	____ a.m. to
____ p.m.	____ p.m.	____ p.m.
Overnight?	Overnight?	

EVERY OTHER WEEKEND? \_\_\_\_\_ EVERY WEEKEND? \_\_\_\_\_

3. **Non-Regular Parenting Time (In the event the above tables do not apply or are impractical due to the circumstances of the parties and or the child(ren)):**  
 Parents will use the following formula to determine parenting time:

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4. **Long-Distance Parenting Time:**

Petitioner, Respondent (*circle one*) shall have parenting time subject to the following transportation arrangements as follows:

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5. **Holiday Parenting Time Schedule:**

a. **Summer Vacation:** Each party shall be entitled to \_\_\_\_ week(s) consecutive/nonconsecutive (*circle one*) each summer uninterrupted by parenting time of the other parent. In even numbered years

\_\_\_\_\_ (Insert Name of Parent)

shall be entitled to first choice and in odd numbered years

\_\_\_\_\_ (Insert Name of Parent)

shall be entitled to first choice of the \_\_\_\_\_ weeks in which extended parenting time will be exercised. The party with first choice shall exercise that choice on or before April 15, and the party with second choice shall exercise that choice on or before May 1 of each year.

**b. Holiday Parenting Time:**

During even-numbered years \_\_\_\_\_ (Insert Name of Parent) shall have and during odd-numbered years

\_\_\_\_\_ (Insert Name of Parent) shall have parenting time

with \_\_\_\_\_ (Insert Names of Child(ren)) on the following holidays:

- Thanksgiving weekend from Friday at \_\_\_\_\_ p.m. to Monday morning delivery to school, home, or day care provider (or alternatively) Thanksgiving Day from \_\_\_\_\_ a.m. until \_\_\_\_\_ p.m.
- Memorial Day weekend from Friday at \_\_\_\_\_ p.m. until the following Tuesday delivery to school, home or day care provider (or alternatively) Memorial Day from \_\_\_\_\_ a.m. until \_\_\_\_\_ p.m.
- July 4 from \_\_\_\_\_ a.m. until \_\_\_\_\_ a.m. the following morning (or alternatively) July 4 from \_\_\_\_\_ a.m. until \_\_\_\_\_ p.m. Christmas from \_\_\_\_\_ a.m. until December 29 at \_\_\_\_\_ a.m. (or alternatively) Christmas from \_\_\_\_\_ a.m. until December \_\_\_\_ at \_\_\_\_\_ .m.
- New Year's Eve from \_\_\_\_\_ a.m. until \_\_\_\_\_ a.m. the following morning.

During odd-numbered years \_\_\_\_\_

(Insert Name of Parent) shall have and during even-numbered years \_\_\_\_\_ (Insert Name of Parent) shall

have parenting time with \_\_\_\_\_ (Insert Names of Child(ren)) on the following holidays:

- Thanksgiving from Wednesday at \_\_\_\_\_ p.m. until Friday at \_\_\_\_\_ p.m. (or alternatively) Thanksgiving from \_\_\_\_\_ p.m. until \_\_\_\_\_ p.m.
- Christmas Eve from \_\_\_\_\_ a.m. until \_\_\_\_\_ a.m. Christmas morning.
- December 29 at \_\_\_\_\_ a.m. until January 3 at \_\_\_\_\_ a.m.



- New Year's Day from until the following morning delivery to school, home or day care provider (or alternatively) New Year's Day from \_\_\_\_\_ a.m. until \_\_\_\_\_ p.m.
- Labor Day weekend from Friday at \_\_\_\_\_ p.m. until the following Tuesday delivery to school, home or day care provider (or alternatively) Labor Day from \_\_\_\_\_ a.m. until \_\_\_\_\_ p.m.

In the event of a Monday school holiday, the person whose weekend precedes the holiday shall have

\_\_\_\_\_

\_\_\_\_\_ (insert names of child(ren)) Sunday overnight to Monday at \_\_\_\_\_ p.m.

\_\_\_\_\_ (Insert Name of Parent) shall have parenting time on Father's Day weekend from \_\_\_\_\_ at \_\_\_\_\_ .m. until \_\_\_\_\_ at \_\_\_\_\_ .m.

\_\_\_\_\_ (Insert Name of Parent) shall have parenting time on Mother's Day weekend from \_\_\_\_\_ at \_\_\_\_\_ .m. until \_\_\_\_\_ at \_\_\_\_\_ .m.

Petitioner, Respondent or both (*circle one*) parents shall have parenting time on the minor child(ren)'s birthday as follows:

\_\_\_\_\_

\_\_\_\_\_

Petitioner, Respondent or both (*circle one*) parents shall have parenting time on the minor child(ren)'s spring break as follows:

\_\_\_\_\_

\_\_\_\_\_

Petitioner/Respondent (*circle one*) shall have the following restrictions on their parenting time:

\_\_\_\_\_

\_\_\_\_\_

Holiday parenting time shall take precedence over all other parenting time.

**6. Transportation for Parenting Times and Location of Exchange(s)**

\_\_\_\_\_ (Insert Name of Parent) shall be responsible for transportation (including all costs thereof) at the beginning of parenting time and \_\_\_\_\_ (Insert Name of Parent) shall be responsible for transportation (including all costs thereof) at the end of parenting time.

The location for exchange of the child(ren) at the beginning of parenting time shall be:

\_\_\_\_\_  
The location for exchange of the child(ren) at the end of parenting time shall be:  
\_\_\_\_\_

**7. Requirement to Mediate Conflicts Concerning Parenting Time/ Responsibilities**

Mediation addressing any proposed reallocation of parenting time or regarding the terms of allocation of parental responsibilities is *not* required if one parent is allocated all significant decision-making responsibilities.

In the event both parents are allocated significant decision-making responsibilities if any conflicts arise between the parents as to any of the provisions of this Parenting Plan, or further Order of the Court which may adopt the terms of this Parenting Plan or to the implementation thereof, the complaining parent shall first notify the other parent in writing and by hand delivery or U.S. mail of the nature of the Complaint and both parents shall make reasonable attempts to negotiate a settlement of the conflict.

The parent receiving the Complaint shall reply to the Complaint in similar manner in written form. If the parties are unable to resolve the conflict within a reasonable period of time, not to exceed ten days after receipt of the Complaint/ Reply, the parties agree to mediate the conflict by a court approved mediator mutually agreeable to the parties, in all matters which do not involve any immediate danger to the physical, psychological or emotional health of the minor children.

The cost of mediation shall be shared equally by the parties, subject to apportionment by the Court upon proper request by a party. The parties must first attempt mediation prior to seeking redress from the court on any issues addressed by this Parenting Plan unless the issues involved present a serious danger to the physical, mental, moral or emotional health of the child(ren), in which event the parties may proceed directly to file the proper motions with the Court seeking emergency relief.

**IV. Provisions Concerning Potential Future Relocations of Parent(s)**

A parent's relocation constitutes a substantial change in circumstances for purposes of allocating parental responsibilities. In the event that the party who has been allocated the majority of parenting time or either parent who has been allocated equal parenting time wishes to

“relocate” with the child(ren) to a distance *more than 50 miles* from the current primary residence of the child(ren), the party intending to relocate shall do the following:

1. Provide written notice of the relocation to the other parent. A copy of the written notice shall also be filed with the Clerk of the Court. The court may waive or seal some or all of the information required in the notice if there is a history of domestic violence.
2. The written notice must be given to the other parent at least 60 days’ before the planned intended relocation unless the notice is not practical, in which case written notice shall be given at the earliest practicable date, unless otherwise ordered by the Court.
3. The written notice shall provide, at a minimum, the following information:
  - a. The intended date of the parent’s relocation;
  - b. The address of the new intended address, if known;
  - c. The length of time the intended relocation will last, if the relocation is not for an indefinite or permanent period.
4. If the non-relocating parent signs the notice that was provided as above, and the relocating parent files the notice with the Court, relocation shall be permitted without any further Court action. The Court will modify the Parenting Plan as needed and according to the stipulation.
5. If the non-relocating parent objects to the relocation, fails to sign the notice or the parents cannot agree on modification of the parenting plan or allocation judgment, the parent seeking relocation must file a Petition seeking leave to relocate the child(ren) prior to relocating the child(ren).

**V. Provisions for Potential Future Modifications of this Plan**

In the event the parties wish to modify the provisions of a Parenting Plan adopted and ordered by the Court, and the parties are able to agree as to the substance of the modifications, the parties may file an “agreed” motion setting forth the terms of the proposed modification. In the event the proposed agreed modifications are reasonable and in the bests interests of the child(ren), the Court will likely approve the modifications. In the event the parties cannot agree on the terms of a proposed modification offered by one or both parties, the moving party shall file a Motion (subject to Ordered mediation as set forth herein) with the Court setting forth each and every reason the party(ies) believe justify modification. It is the burden of the moving party to set the matter for hearing and to provide written notice of the hearing on the Motion to the non-moving party no fewer than 3 days in advance of the hearing, except in instances that constitute a *bona fide* emergency concerning the physical, emotional or psychological health of the child(ren).

## DEFINITIONS OF RELEVANT TERMS IN THIS PARENTING PLAN

**“SIGNIFICANT DECISION-MAKING”** means decision-making on issues of long-term importance to the child(ren). These significant decisions include, but are not limited to:

- Education, including choice of schools and tutors
- Health, including medical, dental and psychological needs
- Religion, including choice of religion or denomination, religious schooling, religious training, and participation in religious customs or traditions.
- Extra-curricular activities

**“PARENTING TIME”** means the time during which a parent is responsible for exercising non-significant decision-making responsibilities and the following care-taking responsibilities for the child(ren):

**“CARE-TAKING RESPONSIBILITIES”** include, but are not limited to:

- Feeding the child(ren), managing bed-time and wake-up, caring for the child(ren) when the child(ren) is sick or injured, attending to the child(ren)'s hygiene needs, playing with the child(ren), making sure child(ren) attends extra-curricular activities, protecting the child(ren)'s physical safety, and providing transportation for the child(ren).
- Directing the child(ren)'s developmental needs, including, motor and language skills, toilet training, self-confidence and maturation.
- Providing discipline, assigning chores, and attending to the child(ren)'s need to control his or her behavior.
- Ensuring child(ren) attends school and any other special services, communicating with teachers and counselors and supervising homework.
- Helping the child(ren) develop and maintain appropriate relationships with family and friends.
- Ensuring the child(ren) attends medical appointments, medical follow-ups, and providing any necessary medical care in the home.
- Providing moral and ethical guidance for the child(ren).
- Arranging alternative care for the child(ren) by a third party, including investigating the alternatives, communicating with providers and supervising such care.

The parent caring for the child(ren) may also direct, arrange, and supervise third parties who may perform such care-taking duties for the child(ren) subject to the first right of refusal outlined above. During his or her parenting time, the parent caring for the child(ren) shall have the sole responsibility for making routine decisions with respect to the child(ren) and for emergency decisions affecting the child(ren)'s health and safety at the time.

**“RIGHT OF FIRST REFUSAL”** means that before either parent can use the services of a babysitter or other third-party caregiver, the other parent must first be given the opportunity to care for the child(ren) during that time.

**“RELOCATION”** constitutes a substantial change in circumstances and is defined as:

- A change of residence from the child(ren)'s current primary residence in the county of Cook, DuPage, Kane, Lake, McHenry or Will to a new residence within this State that is more than 25 miles from the child(ren)'s current residence;
- A change of residence from the child(ren)'s current primary residence located in a county not listed in paragraph (1) to a new residence within this State that is more than 50 miles away from the child(ren)'s current primary residence; or
- A change of residence from the child(ren)'s current primary residence to a residence outside the borders of this State that is more than 25 miles from the current primary residence.

**READ BEFORE SIGNING:** The undersigned hereby agree to each and every provision of this Parenting Plan and agree to abide by the terms of any Court order incorporating the terms of this Parenting Plan.

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

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

**IF THIS IS AN AGREED PROPOSED PARENTING PLAN, BOTH PARTIES ARE TO SIGN THIS PAGE. IF THIS PROPOSED PARENTING PLAN IS SUBMITTED BY AN INDIVIDUAL PARTY, THE INDIVIDUAL PARTY SHALL SIGN ABOVE.**

The terms of the above parenting agreement are hereby ratified as a court order and shall have the full force and effect of a court order.

Enter: \_\_\_\_\_  
Judge