

SAMPLE CO-PARENTING PLAN

1. Possession

If contacted by the school, day care facility, or activity sponsor in an emergency that requires a child to be picked up immediately, either parent is authorized to pick a child up from the school, day care or activity regardless of whether that parent is entitled to possession at that time and to retain possession of the child until the parent entitled to possession is available. The parent picking a child up under those circumstances shall notify the parent entitled to possession as soon as possible using all means available for communicating with that parent, including leaving messages on voice mail and at work. The parent entitled to possession shall pick the child up from the other parent.

Each parent will be expected to keep sufficient clothes, toiletries, over-the-counter medication, supplies and amusements for the children's use at their respective houses.

However, each party will cooperate in exchanging prescription medication, prescribed medical devices, eyeglasses, orthodontic appliances, educational materials, and special items needed for extracurricular activities, such as costumes, sports uniforms and sports equipment.

Exchange of Information

As part of each parent's duty to inform the other in a timely manner of significant information concerning the health, education, and welfare of the child:

Each parent will provide the other with a copy of each child's report cards, progress reports, and results of standardized testing within 3 days of receipt of the original unless the identical information can readily be obtained by the other parent online directly from the educational institution using then-existing computer and internet access. Each parent will promptly provide all codes and passwords required to access such information, if necessary.

Each parent will be ordered to notify the other immediately of any parent-teacher conference so both parents can attend.

Each party will keep the other promptly informed of the name, address and telephone number of the children's schools and day care facilities and of the sponsor of each ongoing

extracurricular activity, such as scouts, league sports, etc.

The parent enrolling a child in school, day care or an extracurricular activity will cause the other parent's name, address and telephone number to be included in those written records and, if necessary, will also list the other parent as an emergency contact.

If a parent is going to be more than 10 minutes late for an exchange of the children, that parent shall attempt to notify the other parent by phone immediately upon realizing that he or she will be late for the exchange.

Each parent will notify the other on each occasion that he or she is unable to exercise a regularly scheduled period of possession.

Each parent will notify the other immediately of any serious medical condition of a child and of any condition requiring emergency services, surgery or hospitalization that occurs during that parent's period of possession.

Each parent will be enjoined from taking a child to a mental health care professional for treatment or evaluation without first notifying the other parent of the name, address and telephone number of the professional; the date, time and place of the first appointment; and the general nature of the condition or circumstances causing the parent to seek treatment or evaluation for the child. The purpose of the notice is not to obtain the other parent's permission but to allow the other parent to participate in the child's treatment or evaluation on the same basis as the parent seeking treatment or evaluation.

Each parent who files a claim or suit on behalf of a child against a third party (other than a suit affecting parent-child relationship) shall immediately notify the other parent of the filing and nature of such claim or suit and shall promptly provide the other parent with a copy of each written claim or pleading and each response or responsive pleading or amendment thereto. The parent filing the claim or suit shall keep the other promptly informed of the progress of such claim or suit, including but not limited to settlements, settlement negotiations and offers. A parent entrusted with such information shall not disclose it to the opposing party unless required by law or authorized to do so by the parent who filed the claim or suit and shall assert all lawful privileges necessary to protect such information from disclosure to the opposing party. A parent entrusted with such information shall be deemed a person necessary to the representation for purposes of attorney-client

privilege and attorney work-product.

Mutual Respect and Consideration

Each parent shall respect the other parent's relationship with the children and treat each other with mutual respect and consideration for the sake of the children, including the following:

1. Neither parent will disparage the other parent to or in the presence or hearing of the children, whether in person, by telephone or in writing, or knowingly allow another to do so.
2. Neither parent will make any statement in the presence or hearing of the children or take any action that is primarily calculated to alienate a child from the other parent or incite a child against the other parent or knowingly allow another to do so.
3. Neither parent will refer to the other in an obscene, degrading, belittling, demeaning, insulting, ridiculing or threatening manner in the presence or hearing of the children or knowingly allow another to do so.
4. The parents recognize that providing food, clothing, education, housing, medical care, day care, transportation, recreation and cultural opportunities for the children depends on each parent's ability to maintain employment. For that reason, each parent should:
 - a. Make reasonable accommodations in possession schedules when necessary to allow the other parent to meet work requirements, such as work hours, work-related travel and continuing education.
 - b. Refrain from acts that jeopardize the other parent's employment or prospects for employment unless it is necessary to protect one's own legal rights or the rights of another person or it is warranted by a duty to report crimes, prevent fraud, protect safety, etc.
 - c. Refrain from contacting the other parent at work except in an emergency, especially if it violates employer policies concerning personal phone calls or use of business fax or email.
5. Neither parent will give a child permission to engage in social activities that occur during the other parent's periods of possession without the other parent's consent.
6. Each parent shall allow the parent not in possession to have reasonable telephone

access to the children. However, neither parent shall place phone calls at unreasonable times or engage in repetitive or harassing telephone calls and shall respect bedtimes, mealtime, and the peace and quiet of the other parent's home.

7. Both parents recognize that consistent and effective discipline is essential to a child's safety, character, moral upbringing and emotional development and that grounding, financial penalties and the withdrawal of privileges (including use of a cell phone, audio or visual equipment, or a vehicle) may be required from time to time for the purpose of discipline or for the child's protection. However, each parent recognizes that such measures can cause expense or inconvenience to the other parent and may disrupt the other parent's household or plans. For that reason, each parent agrees to confer with the other parent about disciplinary measures that may affect the other parent.

Cell Phones

Neither parent will provide or allow a child to carry a cellular phone or similar device on a regular basis without first conferring with the other parent.

If a child does have a cellular phone or similar device for the child's regular use, both parents are entitled to the child's cellular phone number regardless of who is paying for the phone service.

Except in an emergency, a parent shall not use the child's cellular phone or similar device to make or receive calls, e-mail, text messages, or video images, etc., unless that parent is paying for the phone service.

A parent shall have the right to control the child's possession and use of any cellular phone or similar device during that parent's periods of possession, regardless of who is paying for the phone service. If a child brings a cellular phone or similar device with him or her at the beginning of a period of possession, the device shall be returned with the child at the end of the period of possession.

Neither parent shall request, encourage or knowingly allow a child to use a cellular phone, recorder or similar device to take pictures or movies or make recordings while in the possession of the other parent or to transmit the pictures, movies or recordings without the knowledge and consent of the other parent. Neither parent shall request, encourage or

knowingly allow a child to use a cellular phone, recorder, or similar device to embarrass, spy on or otherwise invade the privacy of the other parent.

Extracurricular Activities

Extracurricular activities that take place outside of normal school hours, including social events, jobs and organized activities, are an important part of a child's development. The parents should cooperate in allowing the child to participate fully in appropriate extracurricular activities without asking either parent to bear a disproportionate part of the expense, time, and transportation involved in these activities.

Neither parent shall give the child permission to engage in social activities that occur during the other parent's period of possession without the other parent's advance consent. Such consent should not be unreasonably withheld.

Neither parent shall give the child permission to become employed without conferring with the other parent. Neither parent shall give the child permission to accept employment that will occur during the other parent's periods of possession without the consent of the other parent.

Neither parent shall enroll a child in an organized activity such as team sports, lessons or special training that will take place even partially during the other parent's periods of possession without the consent of the other parent. Such consent shall not be unreasonably withheld.

If the parents agree to enroll a child in an organized or ongoing activity that takes place even partially in both parent's periods of possession, each parent shall make an effort to continue that activity unless both parents agree that it is in the child's best interest to stop.

Both parents are entitled to attend any extracurricular activity to which parents or the public are invited. Each parent will make a good faith effort to keep the other parent informed of events and organized activities in the child's life, including school programs, concerts, award ceremonies, plays, sports events, birthday parties and other activities in which the child is participating.

Tattoos, Cosmetic Surgery, Etc.

Neither parent will consent to the child receiving a tattoo or body piercing without the

advance consent of the other parent.

Neither parent will consent to uninsured, elective cosmetic surgery for the child before conferring with the other parent. A parent who consents to uninsured, elective cosmetic surgery for a child with the consent of the other parent shall bear 100% of the uninsured expense.

Driver's License

Neither parent shall permit a child to obtain a driver's license without conferring with the other parent.

Travel

Each parent may travel freely with the children during that parent's periods of possession.

If a parent travels out of state within the United States with the children, he or she shall notify the other parent of the destinations and the departure and return dates and shall provide a telephone number for emergency contact.

Either parent will be authorized to apply for a passport for a minor child as provided by the laws of the United States. A parent who applies for a passport shall notify the other parent immediately upon making the application. On reasonable notice, the parent in possession of the child's passport shall provide the child's passport to the other parent to allow the other parent to travel freely with the child during the other parent's periods of possession. In the absence of extraordinary circumstances affecting the safety and welfare of the child, each parent is expected to consent promptly to the issuance of a passport and to provide the other parent with any consent for travel forms required by the laws of the United States or any foreign country upon being given proper notice of international travel that will take place during the traveling parent's period of possession. "Proper notice of international travel" means furnishing the child's itinerary, a description of the means of transportation, and an effective means of contacting the traveling parent in the event of an emergency. "Extraordinary circumstances" justifying a refusal to consent to issuance of a passport or a refusal to consent to international travel means a serious risk of physical harm to the child, that the travel would involve a violation of state or federal law or this decree, and the like.

Resolving Disputes

Each parent will make a determined effort to shield the children from adult disputes, including but not limited to the following:

(a) Both parents will avoid raising or discussing potentially contentious issues during the exchange of the children.

(b) Neither parent will encourage or request a child to deliver messages to the other parent concerning adult disputes.

(c) Both parents will make themselves reasonably available to the other at convenient times and places to discuss co-parenting issues and attempt to resolve adult disputes in a civil manner outside of the presence and hearing of the children. Both parents will provide the other parent with current addresses, telephone numbers, cell phone numbers, and e-mail addresses so that adult disputes can be resolved by those means.

(d) Both parents will promptly return phone calls and promptly respond to polite written communications from the other parent to avoid the necessity of repeated calls or communications.

(e) In attempting to resolve adult disputes neither parent will indulge in rude, degrading, obscene, offensive, insulting or abusive language or gestures and neither parent will be expected to continue any discussion or interaction that involves such behavior.

Mediation

Except in an emergency involving a serious and immediate question concerning a child's safety or well being, the parents shall participate in mediation before proceeding to a contested hearing on any motion to modify court orders or the parenting plan.

The mere fact that school will start before mediation can be completed and a hearing held on a motion to modify shall not be deemed a serious and immediate question concerning a child's safety or well being.

The parent requesting the change shall notify the other parent in writing of the parent's specific requests for modification. Notice may be given by (1) certified mail, return receipt requested, addressed to the other parent's current residential address; (2) by e-mail to the

other parent's current personal e-mail address; or (3) by fax to the other parent's personal facsimile number. Notices shall **not** be sent to the address, e-mail address or fax number of a parent's employer unless the other parent has consented to the use of those addresses or numbers in writing.

If the parent paying support is requesting a decrease in child support, that parent shall attach copies of his or her **two** most recent tax returns and **three** most recent pay stubs to the request. If the parent paying support is self employed, he or she shall provide a sworn, itemized statement of the parent's gross receipts and business expenses since the end date of the last tax return provided.

If a parent is requesting a change in possession, that parent shall describe the specific change being requested.

The parties shall attempt to agree on a qualified mediator. The parent requesting mediation may suggest a qualified mediator in the written request for mediation. The parent receiving a request for mediation may suggest a different qualified mediator to the other parent in writing. Unless the parents agree otherwise, the mediator shall be the first qualified mediator suggested by a parent who is available for mediation in the county in which the other parent resides within 30 days after the request for mediation is received.

"Qualified mediator" includes a dispute resolution organization or an "impartial third party" as defined in Title 7, Chapter 154, Texas Practice & Remedies Code.

Each parent shall pay 50% of the mediator's fee in advance.

If a parent has failed to provide current contact information, fails to pick up properly-addressed certified mail concerning mediation, fails to provide multiple dates on which that parent could be available, fails to pay the mediator in advance, fails to attend a properly-scheduled mediation session, or otherwise fails to cooperate in good faith in scheduling or proceeding to mediation, the other parent shall be relieved of any further obligation to mediate that dispute and may proceed to a hearing. If no agreement is reached in mediation, either party may proceed to a hearing.

Agreed Modification of Court Orders

All agreements that modify current child support, confirm arrearages, or reduce or forgive

accrued child support arrearages must be in writing, must be filed with the court, and must promptly be incorporated in a court order.

Not all agreements require the modification of the court order. However, no agreement will have the effect of modifying the court orders unless it is in writing, is filed with the court, and is incorporated into an order of modification.