

**In the 219th Judicial District Court
of the State of Texas
Scott J. Becker, Judge Presiding**

No.219 - _____ - _____

In The Matter Of The Marriage Of / In The Interest Of

And

PARENTING PLAN

This form may be used for several purposes. Please indicate below how this form is being used:

- A. This is a temporary plan permanent plan.
- B. There are are not any remaining disputed issues concerning the parenting plan. If disputed issues remain, please indicate the section number of the disputed issue(s):
- C. This is the parenting plan requested by _____
If the opposing party does not agree with this plan, he/she should file a separate one with the Court.

This form **does not** include every possible issue you may want to address. An "Other Terms" section has been provided for items you would like to add. If you need more space than is provided, attach additional pages to the form. If the form includes issues that do not apply to your situation, write "Not Applicable" or "N/A" in that section. However, you **must** submit to the Court some form of **written** Permanent Parenting Plan addressing all of the issues which are relevant to the facts of your case. If you do not, the Court **must** enter its own plan, and this may not be the plan you think is in the best interests of you or your child(ren). When the Court either approves your plan, or enters its own, the plan will become a Court Order.

SECTION 1. INFORMATION ABOUT THE CHILD(REN)

Name	Present Address	Sex	Date of Birth

SECTION 2. DECISION-MAKING

This parenting plan form reflects decision-making on major issues other than parenting time. In this plan, major decision-making does not include day-to-day decisions, which may be made by the current residential parent without the need to consult with the other parent, unless you make such decisions a part of your plan. Day-to-day decisions include, but are not limited to, minor training or correction, minor medical and dental care, curfew, chores, allowance, day-to-day decisions about clothing or hygiene during the time the child is with you.

The division of decision-making allows you to make several choices. You may decide that one parent should make all of the major decisions alone, OR you may decide that you and the other parent will make all major decisions together. The third option is to decide the major areas of decision-making and to decide which parent will have the responsibility for which decision.

SELECT ONLY ONE OF THE THREE FOLLOWING OPTIONS:

Option One MAJOR DECISION-MAKING BY ONE PARENT ONLY

The Mother Father (check one) will make all of the major decisions regarding the child(ren). You have now selected a decision-making plan. Go directly to complete Sections 3 -7 starting on page 4

Option Two ALL MAJOR DECISION-MAKING BY BOTH PARENTS

Both parties will make ALL major decisions regarding the child(ren) together. If the parents cannot reach an agreement on a decision, then they shall use the dispute resolution procedures in this parenting plan (Section 6). You have now selected a decision-making plan. Go directly to complete Sections 3 -7 starting on page 4

Option Three MAJOR DECISION-MAKING DIVIDED BETWEEN THE PARENTS

Complete A, B, C, D and E below before proceeding to complete Sections 3- 7

A. EDUCATIONAL DECISION-MAKING (includes daycare unless specifically excluded)

The parents will make all major educational decisions together. If the parents do not reach an agreement, then they shall use the dispute resolution procedure in this parenting plan.(Section 6) The current enrollment of the children shall not be changed without joint agreement. The child(ren) are currently enrolled as follows:

The Mother Father (check one) shall have the final decision-making responsibility regarding all major education decisions. However, if such decision involves additional expenses, the parties shall agree on the division of those expenses or, if they cannot agree, shall use the dispute resolution procedure in this plan. (Section 6)

Both parents may participate in school conferences, events, and activities, and may consult with teachers and other school personnel. For purposes of school attendance only, the child(ren)'s legal residence will be with the Mother Father (check one).

Other arrangements as to educational decision-making:

The parents have no agreement on this issue.

B. MEDICAL, DENTAL AND MENTAL HEALTH DECISION-MAKING

The parents will make the final decision regarding major medical/dental decisions for the child(ren) together. If the parents do not reach an agreement, then they shall use the dispute resolution procedures in this parenting plan. (Section 6)

The Mother Father (check one) shall have the final decision-making responsibility regarding major medical/dental decisions for the child(ren). However, if such decision involves additional expenses, the parties shall agree on the division of those expenses or, if they cannot agree, shall use the dispute resolution procedure in this plan. (Section 6)

Both parents agree that, under emergency circumstances, it is sufficient for either party to sign legal releases to get medical treatment or to take other necessary measures.

In the event of a dispute about the necessity of or type of medical treatment for the minor child(ren), the parent in possession of the child shall be allowed to obtain necessary medical treatment for the minor child(ren).

Both parents agree to advise/inform the other parent immediately regarding:

- emergency medical/dental care sought for the child(ren)
- names, addresses, and telephone numbers of all medical/mental health care practitioners
- any health matter pertaining to the child(ren).

Other arrangements as to medical and/or dental decision-making:

The parents have no agreement on these issues.

C. RELIGIOUS DECISION-MAKING

The parents will make all major religious decisions for the child(ren) together. If the parents do not reach an agreement, then they shall use the dispute resolution procedures in this parenting plan.

The Mother Father (check one) will have the authority to make decisions concerning the religious practices of the child(ren).

Other agreements regarding religious decisions:

The parents have no agreement on this issue.

D. EXTRACURRICULAR AND RECREATIONAL ACTIVITIES

The parents will make the final decision regarding extracurricular and recreational activities together.

The Mother Father (check one) will have the right to make all decisions concerning extracurricular and recreational activities for the child(ren). However, if such decision involves additional expenses, the parties shall agree on the division of those expenses or, if they cannot agree, shall use the dispute resolution procedure in this parenting plan. (Section 6)

Each parent has final decision-making authority for activities that occur only during that parent's parenting time and shall be solely responsible for transportation for and expenses of participation in those activities that occur only during that parent's parenting time.

Each parent has final decision-making authority to enroll the child in _____ (number) activities. Both parents will keep the other informed about the scheduled activities and will

ensure that the child attend the activities.

Other agreements regarding extracurricular and recreational activities:

The parents have no agreement on this issue.

E. OTHER SIGNIFICANT DECISIONS (General Welfare, Driving, Car, Car Insurance, College, etc.)

You may use this section to document any agreements made between the parties that are not required by law to be addressed such as post-secondary education, automobile access or insurance, or any other agreements affecting the general welfare of the child(ren). **NOTE: Agreements made under this provision, if approved by the court and made a part of the final decree of dissolution, become enforceable by the court.**

Choose one of the following to indicate how significant decisions other than those specified in this plan will be made:

The parents will make the final decision regarding other significant decisions involving the child(ren) together. If the parents do not reach an agreement, than they shall use the dispute resolution procedure in this parenting plan.

The Mother Father (check one) shall have the final decision-making responsibility regarding other significant decisions regarding the child(ren).

The parents have no agreement on this issue.

Significant decisions to be made by the parties are: (attach extra sheets as necessary)

SECTION 3. FINANCIAL SUPPORT FOR CHILD(REN):

A. CHILD SUPPORT:

The Mother Father will pay child support, in accordance with the Texas Family Code Child Support Guidelines, in the amount of \$ _____ per month Beginning the _____ day of _____, 20____.

Deviations:

A 'Wage Withholding Order' shall be issued in every case.

The parties affirmatively acknowledge that Court approval must be obtained before child support can be reduced or modified, unless such payments are automatically reduced or terminated under the terms of the Parenting Plan.

***ATTACH SWORN STATEMENT OF INCOME IF THIS IS A PROPOSED PLAN.**

You should furnish information sufficient to accurately identify your income; and produce complete unredacted copies of income tax returns for the past two years, a financial statement, and pay stubs for the past three months.

B. TAX DEDUCTION:

The Mother Father shall receive the tax deduction for the child(ren), so long as the child support is current on the 15th day of January of each year in:

- alternate years starting _____
- each year
- other: _____
- There is no agreement. Federal regulations shall apply.

C. TAX RETURN NOTICE:

The parent(s) paying child support shall send to the other parent by or before April 15 of every year [OR August 15, if an extension is sought], a copy of their respective W-2(s), 1099(s), and the first two (2) pages of their tax return.

D. HEALTH INSURANCE:

The Mother Father will maintain major medical/dental/hospital insurance on the minor child(ren) and he/she shall provide proof of continuing coverage annually.

Uncovered medical expenses, which include deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, will be paid by the:

- Mother Father **OR** divided equally by the parties.
- Other: _____

After insurance has paid its portion, the parent receiving the bill will send the bill and Explanation of Benefits to the other parent within 10 days of the receipt of the Explanation of Benefits. The other parent will pay his/her share within thirty (30) days of receipt of the bill and Explanation of Benefits.

E. LIFE INSURANCE [OPTIONAL FOR PARENT NOT PAYING CHILD SUPPORT]:

Father shall insure his own life in the minimum amount of \$ _____, whole or term.

Mother shall insure her own life in the minimum amount of \$ _____, whole or term.

The policy(ies) shall name:

- the other parent.
- Other parent as trustee of the funds to serve without bond or accounting, as beneficiary for the support of the children.
- Other: _____

F. ORTHODONTIC CARE:

If available to either parent through their work, the Mother Father will maintain orthodontic care on the minor child(ren). Uncovered orthodontic expenses will be paid by:

- Mother Father divided equally by the parties.

SECTION 4. PARENTING TIME

A. WEEKDAY AND WEEKEND SCHEDULE

The Mother Father (check one) will have possession of the child at all times except as agreed between the parties and failing agreement, the other parent shall have possession of the child(ren) during the following periods of parenting time.

- Option One 1st, 3rd and 5th Fridays from after school 6:00 p.m. (check one) until Sunday at 6:00 p.m. Monday at school (check one) and Thursdays from after school 6:00 p.m. (check one) until Thursday at 8:00 p.m. Friday at school (check one)
- Option Two – (write your agreement or proposal here)

B. SUMMER SCHEDULE

- The weekday and weekend schedule above will apply for all 12 calendar months, with no specific changes during summer.
- During the summer months, the child(ren) will be in care of the Father (list days of the week and times):
- During the summer months, the child(ren) will be in care of the Mother (list days of the week and times):
- During the summer months, the Mother Father (check one) will have the month of July; the other parent will have all other summer days.
- Other:

C. EXCHANGES.

- Pick up at the beginning of possession shall be at Mother's Father's home.
- Delivery at the end of possession shall be at Mother's Father's home.
- Exchanges shall be at _____
- Exchanges shall occur on time. Each parent shall be on time for the drop off and pick up of the child/ren and shall have the child/ren ready. If a parent is more than ____ minutes late without contacting the other parent to make other arrangements, the parent with the child/ren may proceed with other plans and activities for the child/ren.
- Each parent shall give the other parent information about the child/ren's homework, school projects, appointments and activities that need attention while the child/ren is with the other parent.
- Each parent will talk to the other parent about the child/ren's sleep and eating schedule, any medications or health matters and their general condition before exchanges.
- When exchanging the child/ren the parents shall not discuss other issues nor fight, be sarcastic or demonstrate anger during the exchange.
- Other:

D. RE-INVOLVING A PARENT.

- Mother Father has not had frequent contact with our child(ren) for approximately _____, and wishes to begin more actively participating in our child(ren)'s life. To make this transition work for all of us, we agree: *(check all that apply)*
 - We shall both seek counseling to assist us in helping the child(ren) with this transition and to receive advice about how to make the transition work.
 - We shall begin contact with the child(ren) by having the following schedule of contacts:

 After the above schedule of contacts has been kept for _____(time), we shall increase the time the child(ren) spend with the other parent to the following schedule:
 - Other:

E. CHILD(REN)'S TRAVEL

- The parents agree that should either of them travel away from home with the child(ren), each parent will keep the other parent informed of travel plans, address(es), and telephone number(s) where that parent and the child(ren) can be reached.
- The parents have additional travel agreements regarding the children as follows:

 The parents have no agreement on this issue.

F. AIRPLANE TRAVEL.

- When the parents live in different communities where transportation will be by airplane, the parents agree to assist their child(ren) by considering jet lag, settling in times, and "best option in light of the price" schedules appropriate to our child(ren)'s age and needs.
- The parents shall split the cost of the travel for summer visitation as follows: Mother will pay _____%, Father will pay _____% Father Mother shall purchase the ticket and the other parent shall reimburse within 30 days. Transportation for other visits shall be paid by the away parent that does not live in the same community as the child(ren).
- Dad Mom shall purchase all roundtrip tickets for all trips and the other parent shall reimburse half of the cost of the child(ren)'s ticket within 30 days.
- The costs of roundtrip tickets shall be paid by each parent as follows:
 - Summer Dad Mom
 - Spring Break Dad Mom
 - Winter Break/Christmas Dad Mom
 - Other: Dad Mom

- If a parent cannot financially pay for transportation, then the other parent has the option of paying for the transportation for the visit to take place.
- The child(ren) may miss school half-day 1 day 2 days, if they are otherwise doing well in school, in order to accommodate travel arrangements and be with the other parent for the following visitations: Summer Spring Break
 Winter Break
 Other:
- Other:
- The parents will consult with each other about whether an escort is appropriate for the child(ren) when they are going to be making an airplane trip and comply with commercial airline regulations.

G. HOLIDAYS, VACATIONS, SPECIAL OCCASIONS, AND RELIGIOUS EVENTS

The following schedule will take priority over the regular weekday, weekend, and summer schedules discussed above. Please check all that apply and indicate the time and place of exchange, which party the child(ren) will spend time with, and the schedule, i.e. even/odd/all years, alternating events, etc.

Event	Name of party spending time with child(ren)	Odd numbered years	Even numbered years	All Years	Time & Place of exchange
New Year's Eve					
New Year's Day					
Spring Vacation					
Mother's Day					
Memorial Day					
Fathers Day					
July 4th					
Labor Day					
Thanksgiving Break					
Thanksgiving Day					
Winter Break					
Family Birthdays Children's Parties					
Religious Events					
Holiday Events					

- The parents have no agreement on this issue.

H. STANDARD PARENTING ORDERS:

Unless stated otherwise below, both parents are entitled to the following rights:

1. To unimpeded telephone conversations with the child at least once each week at reasonable times and for a reasonable duration;
2. To send mail to the child which the other parent shall not open and will not censor;
3. To receive notice and relevant information as soon as practical (but within 24 hours) in the event of hospitalization, major illness, or death of the child;
4. To receive directly from the school, upon written request, which includes a current mailing address and upon payment of reasonable costs of duplicating, copies of the child's report cards, attendance records, names of teachers, class schedules, standardized test scores, and any other records customarily made available to parents;
5. Unless otherwise provided by law, the right to receive copies of the child's medical, health or other treatment records directly from the physician or health care provider who provided such treatment or health care upon written request which contains a current mailing address and upon payment of reasonable costs of duplication.
6. To be free of derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child;
7. To be given at least forty-eight (48) hours notice, whenever possible, of all extra curricular activities, and the opportunity to participate or observe, including, but not limited to the following:
 - (i) School activities
 - (ii) Athletic activities
 - (iii) Church activities, and
 - (iv) Other activities as to which parental participation or observation would be appropriate.
8. To receive from the other parent, in the event the other parent leaves the state with the minor child(ren) for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency.
9. Access and participation in education, including the right of access to the minor child or children for lunch and other activities, on the same basis that is provided to all parents, provided the participation or access is reasonable and does not interfere with day-to-day operations or with the child's educational performance.

The following exceptions to the above standard orders should apply:

I. DOMICILE RESTRICTION

At the time of this agreement, the Mother Father neither parent is planning to relocate. The children's current residence is:

The domicile of children shall not be changed from Collin County or _____ without the written consent of both parents.

The parents have agreed on domicile and relocation plans for the child(ren) as follows:

The parents have not agreed on domicile restriction and relocation plans, and request that the Court make that determination.

If the parents do not have a written agreement or Court Order, the child(ren) may not move out of Collin County, Texas until further order of the Court. If Collin County is not their current residence, the children may not be moved from their present residence until further order of the Court.

J. ADDITIONAL ARRANGEMENTS *(Check all that apply and fill in appropriate information.)*

Each parent will inform the other parent of any changes of business or residential address and / or phone number in advance **OR** within ___ days ___ weeks of the change.

Both parents will consult with one another in advance of any change to the schedule that would affect either parent's access to the children. Without a signed agreement by both parents, with copies to each, no such change which violates the Court Order will be honored by the Court.

Both parents agree that all communications regarding the child(ren) will be between the parents and that they will not use the child(ren) to convey information or to set up visitation changes.

Both parents agree that they will not belittle or criticize the other parent in front of the child(ren).

SECTION 5. OTHER TERMS

Add any other items regarding the child(ren) you would like to include in your parenting plan. *(Use additional sheets if necessary).*

