

IN THE SUPERIOR COURT OF \_\_\_\_\_ COUNTY  
STATE OF GEORGIA

\_\_\_\_\_

Petitioner,

Civil Action

and

Case Number \_\_\_\_\_

\_\_\_\_\_

Respondent.

**CONSENT PARENTING PLAN**

This is an agreement between \_\_\_\_\_ and \_\_\_\_\_,  
the parents of the minor child(ren) whose names and year(s) of birth are as follows:

CHILD'S NAME

YEAR OF BIRTH

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By signing below, the parties recognize that:

- A) a close and continuing parent-child relationship and continuity in the child(ren)'s life will be in the child(ren)'s best interest;
- B) the child(ren)'s needs will change and grow as the child matures;
- C) each parent shall make decisions regarding the day-to-day care of the child while that child is residing with that parent, including any emergency decisions affecting the health or safety of a child; decisions that affect the other parent's parenting time shall be communicated promptly; and
- D) both parents will have access to all of the child(ren)'s records and information, including but not limited to, education, health, extra-curricular activities and religious communications.

SET FORTH BELOW IS THE AGREEMENT OF THE PARTIES ON EACH OF THE ISSUES LISTED.

\_\_\_\_\_  
Petitioner's initials

\_\_\_\_\_  
Respondent's initials

**LEGAL CUSTODY** (choose one):

- with the mother
- with the father
- joint custody

**MAJOR DECISIONS**

If the parties have joint legal custody, the parties will consult each other and attempt to arrive at consensus on major decisions affecting the child(ren). Should they be unable to reach consensus, final decisions will be made as follows.

- |                            |                                 |                                 |
|----------------------------|---------------------------------|---------------------------------|
| Education                  | <input type="checkbox"/> mother | <input type="checkbox"/> father |
| Non-emergency health care  | <input type="checkbox"/> mother | <input type="checkbox"/> father |
| Religious upbringing       | <input type="checkbox"/> mother | <input type="checkbox"/> father |
| Extracurricular activities | <input type="checkbox"/> mother | <input type="checkbox"/> father |
| _____                      | <input type="checkbox"/> mother | <input type="checkbox"/> father |
| _____                      | <input type="checkbox"/> mother | <input type="checkbox"/> father |
| _____                      | <input type="checkbox"/> mother | <input type="checkbox"/> father |

**PHYSICAL CUSTODY**

NAME	YEAR OF BIRTH	MOTHER	FATHER	JOINT
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**WEEKLY/REGULAR PARENTING TIME**

If the parties cannot otherwise agree during the term of this parenting plan, the non-custodial parent, or in joint custodial arrangements, the mother or  father shall have at a minimum the following parenting time:

Weekend Time: **(choose one)**

- A.  first and third weekend of each month
- B.  first, third, and fifth weekend of each month
- C.  second and fourth weekend of each month.
- D.  every other weekend starting on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Petitioner's initials

\_\_\_\_\_  
Respondent's initials

E.  each \_\_\_\_\_ starting at \_\_\_\_\_ am/pm and ending at \_\_\_\_\_ am/pm

F.  Other: \_\_\_\_\_  
\_\_\_\_\_

**Weekday time: (choose one)**

A.  none

B.  every \_\_\_\_\_ evening.

C.  every other \_\_\_\_\_ evening during the week prior to a non-visitation weekend

D.  every \_\_\_\_\_ and \_\_\_\_\_ evening.

E.  Other: \_\_\_\_\_

For purposes of this Parenting Plan, a weekend will start at \_\_\_\_\_ am/pm on **(circle one)** on Thursday/Friday/Saturday/Other \_\_\_\_\_ **(circle one)** and end at \_\_\_\_\_ am/pm on Sunday/Monday/Other \_\_\_\_\_ **(circle one)**.

Weekday visitation will begin at \_\_\_\_\_ am/pm and will end at **(circle one)** 7:00/8:00pm/ \_\_\_\_\_ pm/when the child(ren) return(s) to school or day care the next morning/Other \_\_\_\_\_

**This parenting schedule begins (check one):**

\_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ am/pm OR

on the date of the Court's Order.

**HOLIDAY PARENTING TIME:** Indicate whether the child(ren) will be with the parent in ODD or EVEN numbered years or EVERY year:

<b>Holiday</b>	<b>Odd-Numbered Years</b>	<b>Even-Numbered Years</b>
Winter Break/President's Day (February) (from the release of school until school resumes)		
Spring Break (April) (from the release of school until school resumes)		

\_\_\_\_\_  
Petitioner's initials

\_\_\_\_\_  
Respondent's initials

Mother's Day (from 9:00 A.M. until 5:00 P.M.)		
Father's Day (from 9:00 A.M. until 5:00 P.M.)		
Fall Break (usually in September or October) (from the release of school until school resumes)		
Thanksgiving Day and Friday (from 9:00 a.m. Thanksgiving day until 5:30 p.m. Friday)		
Christmas/New Year Break – first week (from the release of school until 5:30 p.m. on the eighth full day of the break)		
Christmas/New Year Break – second week (from 5:30 p.m. on the eighth full day of the break until return to school)		
Martin Luther King Day		
President's Day		
Mother's Day		
Memorial Day		
Father's Day		
July Fourth		
Labor Day		
Halloween		
Child(ren)'s Birthday		
School Free Days		
Mother's Birthday		
Father's Birthday		
Religious Holiday		

\_\_\_\_\_  
Petitioner's initials

\_\_\_\_\_  
Respondent's initials

**SUMMER PARENTING TIME:** The day-to-day schedule shall apply except as follows:

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\_\_\_\_\_ beginning on \_\_\_\_\_, 20\_\_\_\_.

NOTICE: Parents will confer with each other by \_\_\_\_\_ to determine summer parenting schedule.

**Parenting Time Schedule Conflicts:**

When holiday parenting times conflict with summer parenting time summer parenting time will prevail. If there is conflict between the regular schedule and the holiday schedule, the holiday schedule will prevail.

Other: \_\_\_\_\_

For the purposes of this parenting plan, the holiday will start and end as follows: (choose one):

Holidays that fall on Friday will include the following Saturday and Sunday.

Holidays that fall on Monday will include the preceding Saturday and Sunday.

Other: \_\_\_\_\_

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**TRANSPORTATION ARRANGEMENTS**

Unless otherwise agreed by the parties, the party beginning his or her custodial time shall pick up the children from school, camp or extracurricular activity, or the other party's residence, as appropriate.

OR

Exchanging the child(ren) between parents shall take place as follows:

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Payment of long-distance transportation costs, if applicable, will be paid by (choose one):

Mother     Father     both equally

\_\_\_\_\_  
Petitioner's initials

\_\_\_\_\_  
Respondent's initials

Long distance for purposes of transportation is defined as:

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Other transportation arrangement: (Ex: disabled parent, parent without valid driver's license, other approved transporters, etc.)

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Should the parent picking up the child(ren) exceed a \_\_\_\_\_ minute grace period without prior notification or alerting the other parent by phone of an unavoidable breakdown or delay en route, the parenting time for that period is forfeited.

Should either party repeatedly cause delay by not having the child(ren) prepared for exchange or being late for pick-up or return, a modification of parenting time may be sought. Repeatedly causing delay is defined as:

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### **RELOCATION**

If either parent decides to relocate more than \_\_\_\_\_ miles away from the other parent's home, the moving parent will give the other parent written notice of the intent to relocate no less than **(choose one)**:  30 days  60 days  90 days  180 days prior to the date of moving.

### **COMMUNICATION ACCESS**

The parents agree that when the child(ren) reside with one parent, the other parent will have the right to unimpeded telephone conversations with the child(ren) as follows: (check all that apply):

- Unrestricted telephone access during reasonable hours and of reasonable duration.
- \_\_\_\_\_ telephone calls to the child(ren) per day/week with the duration of each call not to exceed \_\_\_\_\_ minutes with the following time consideration:

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- The child(ren) are allowed to call either parent at any time.

\_\_\_\_\_  
Petitioner's initials

\_\_\_\_\_  
Respondent's initials

Other agreed provisions for telephone/email access: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**OTHER PARENTING TIME PROVISIONS/AGREEMENTS**

Each parent shall promptly notify the other parent of a change of address, phone number or cell phone number so that the other parent may exercise their parenting time, notify the other parent as needed, and reach the child(ren) while they are in the other parent's household.

When making childcare arrangements while the child is with them, parents agree to the following (ex: age before child(ren) will be left alone, appropriate caregivers, right of first refusal to provide care, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Excluding any agreed limitations on access rights below, both parents will have access to child(ren) records and information, including but not limited to, education, health, extracurricular activities, and religious communications. Agreed limitations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mother      Father will notify school authorities where child(ren) are enrolled each year to list both parents to receive all notifications, reports.

Each parent shall promptly notify the other parent of any information received through the child(ren) concerning parent meetings, reports or school activities in which the child(ren) may be engaged or interested.

Parents will consult with each other prior to scheduling any activity that will impact time the other parent spends with the child(ren).

Additional agreements:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Petitioner's initials

\_\_\_\_\_  
Respondent's initials

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**SUPERVISED PARENTING TIME**

A. Supervised parenting time shall apply during the day-to-day schedule as follows:

Place: \_\_\_\_\_

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Person/Organization supervising: \_\_\_\_\_

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Responsibility for cost:     Mother     Father     both equally

Any transition to alter supervised parenting would require: \_\_\_\_\_

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**MODIFICATION OF PLAN**

Over time, as the child(ren) and families circumstances/change, parties may, by mutual agreement, vary the parenting schedule. Such altered agreement shall not be a binding Court Order and custody shall only be modified by Court Order.

Prior to involving the Court in resolving disagreements, parties will attempt further mediation, consultation with a child specialist/family counselor or \_\_\_\_\_

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**PARENTS' CONSENT**

A. We recognize that a close and continuing parent-child relationship and continuity in the Minor Children's lives is in their best interest.

Mother's Initials: \_\_\_\_\_      Father's Initials: \_\_\_\_\_

\_\_\_\_\_  
Petitioner's initials

\_\_\_\_\_  
Respondent's initials



B. We recognize that each Minor Child's needs will change and grow as he or she matures; we have made a good faith effort to take these changing needs into account so that the need for future modifications to the parenting plan are minimized.

Mother's Initials: \_\_\_\_\_ Father's Initials: \_\_\_\_\_

C. We recognize that the parent with physical custody will make the day-to-day decisions and emergency decisions while the child is residing with such parent.

Mother's Initials: \_\_\_\_\_ Father's Initials: \_\_\_\_\_

We knowingly and voluntarily agree on the terms of this *Consent Parenting Plan*. Each of us affirms that the information we have provided in this Plan is true and correct.

I have read, understand and agree to each of the provision of this Parenting Plan Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PETITIONER

I have read, understand and agree to each of the provision of this Parenting Plan Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
RESPONDENT

## **Common Compromises**

Below are some examples of how couples have resolved various parenting issues. All of these provisions are in agreements accepted by the court. You can use these as guides for developing your parenting plan.

### **Parenting Time Schedule**

**Example 1:** Children are in elementary school

#### **GENERAL CO-PARENTING SCHEDULE**

Each parent shall maintain the children in a safe, wholesome and nurturing environment.

Each party shall have 50/50 parenting time with the minor children. The parents shall alternate physical custody of the children on Wednesday evenings at 6:00 p.m.

Each parent acknowledges that as a child gets older the child will become more involved in school activities and other extracurricular activities. Each parent shall use his or her best efforts to avoid scheduling such events during the other parent's parenting time unless he or she has made a reasonable attempt to confer with the other parent and obtain consent to schedule such event or activity. The other parent's consent shall not be unreasonably withheld.

**Example 2:** Children are in middle school and high school

A. Regular Parenting Schedule.

i. Alternating Weekends. Father shall have parenting time with the Children every other weekend, beginning Friday at 6:00 p.m. until Sunday evening at 5:00 p.m. Mother and Father may agree to exchange custody of a Child or Children at any mutually agreed upon place, but in the event there is not a mutual agreement, then Father shall timely pick up the Children from Mother's residence at the beginning of his parenting time and shall timely transport the Children to Mother's residence at the conclusion of his parenting time.

ii. Weekday Dinner. Father shall also have the right to exercise parenting time with the Children on every other Tuesday during Mother's regular parenting time from 5:00 p.m., at which time Father shall timely pick up the Children from Mother's residence, and keep them until 8:00 p.m. on that same evening, at which time he shall return the Children to Mother's residence. Father's Tuesday dinner shall be the Tuesday immediately preceding Father's next scheduled weekend parenting time.

B. Summer. The Alternating Weekend schedule above shall control, except that each party shall have two (2) non-consecutive one (1) week periods (equal to seven consecutive nights) of summer parenting time with both Children ("Summer Weeks") For purposes of this Parenting Plan, the beginning and end of summer shall be defined by the Children's school schedule.

In even years, Father's selection of Summer Weeks shall take precedence and Father shall select his dates by March 15th, with Mother selecting her dates by March 30th. In odd years, Mother's selection of Summer Weeks shall take precedence and Mother shall select her dates by March 15th, and Father shall select his dates by March 30th. Should the Party scheduled to choose his or her Summer Weeks first fail to notify the other Party of his or her choices for that year by the date specified above, that Party shall forfeit his or her right to choose first for that year, and the other party may choose his or her Summer Weeks first. When choosing Summer Weeks both Mother and Father agree to take into account the Children's usual summer camp activities and make every effort not to choose Summer Weeks which will conflict with summer camp.

**Example 3:** Children are in high school

The parties shall share physical custody of Child 1 and Child 2 in a repeating two-week cycle as follows (referred to as the "Regular Schedule"): During Week 1, Mother shall have Child 1 and Child 2 each week from Saturday afternoon at 3:00 p.m. until the end of school on Wednesday and Father shall have Child 1 and Child 2 from school dismissal on Wednesday until 3:00 p.m. on Saturday. During Week 2, Mother shall have Child 1 and Child 2 each week from Saturday afternoon at 3:00 p.m. until the end of school on Tuesday and Father shall have Child 1 and Child 2 from school dismissal on Tuesday until 3:00 p.m. on Saturday. In the event that Child 1 and/or Child 2 is ill or otherwise not in school, then the party who had custody of such Child or Children that morning before school started shall be deemed the custodial party for purposes of caring for such Child or Children until the other party's custodial time begins.

**Example 4:** Child is in elementary school

Beginning September 12, 2018, Father shall have regular parenting time with the minor child every other weekend. Said parenting time shall begin Wednesday after school or at 3:00 p.m. if school is not in session and continue until Monday, dropping the minor child off at school, or 9:00 a.m. if school is not in session.

Beginning September 6, 2018, during Father's "off" weeks, Father shall also have parenting time on Thursday after school or 3:00 p.m. if school is not in session, until Friday, dropping the minor child off at school or 9:00 a.m. if school is not in session.

**Example 5:** Child is in elementary school

During the term of this parenting plan the non-custodial parent shall have at a minimum the following rights of parenting time:

The weekend of the first, third and fifth Friday of each month.

In addition to the non-custodial parent's weekend parenting time, he shall have a dinner visit on the Wednesday following his weekend parenting time from the time school, daycare, or camp releases, or 6:00 p.m. if no school, daycare or camp, until 8:00 p.m. that evening.

**Holidays**

**Example 1:** Holidays. The parties shall have holiday parenting time as provided below:

<b>Holiday</b>	<b>Odd-Numbered Years</b>	<b>Even-Numbered Years</b>
Winter Break (February) (from the release of school until school resumes)	<b>Father</b>	<b>Father</b>
Spring Break (April) (from the release of school until school resumes)	<b>Father</b>	<b>Mother</b>
Mother's Day (from 9:00 A.M. until 5:00 P.M.)	<b>Mother</b>	<b>Mother</b>
Father's Day (from 9:00 A.M. until 5:00 P.M.)	<b>Father</b>	<b>Father</b>
Fall Break (October) (from the release of school until school resumes)	<b>Mother</b>	<b>Father</b>
Monday Before Thanksgiving (from 9:00 A.M. until 5:00 P.M.; provided, however, if Father has parenting time pursuant to the Regular Schedule on the immediately preceding weekend, then this day shall be added to that parenting time)	<b>Father</b>	<b>Mother</b>
Thanksgiving (from 5:00 P.M. on the Monday before Thanksgiving until Friday afternoon at 5:00 P.M. at which time the Regular Schedule shall resume)	<b>Father</b>	<b>Mother</b>

Christmas/New Year Break – first week (from the release of school until 5:00 P.M. on the eighth full day of the break)	<b>Mother</b>	<b>Mother</b>
Christmas/New Year Break – second week (from 5:00 P.M. on the eighth full day of the break until 5:00 P.M. on the sixteenth full day of the break at which time the Regular Parenting Time Schedule shall resume)	<b>Father</b>	<b>Father</b>

D. Children’s Birthdays. The parties shall endeavor to spend time with the Children together on each of the Children’s birthdays. However, if the parties cannot agree on same, the Regular Schedule shall control.

E. Conflicts. If there is a conflict in the parenting time schedule set forth herein, the order of priority is as follows: 1) Holidays, 2) Summer, 3) Regular Parenting Time Schedule.

F. Other School Holidays. If a teacher work day, holiday, or other school free day, not specifically outlined above, falls on a day immediately following a party’s parenting time pursuant to the Regular Parenting Time Schedule, such party shall be awarded parenting time on such teacher work day, holiday, or other school free day until 5:00 P.M. on such other school holidays.

**Custody Exchange**

**Example 1:** All custody exchanges shall take place at a mutually agreed upon location. In the event the parties are unable to agree on a place to exchange custody, custody exchanges shall take place at Father’s residence.

**Example 2:** Unless otherwise agreed in advance by the parties, all exchanges of the children shall occur at the residence of the party currently having custody of the children or at an alternate location as may be mutually agreed by the parties. Each party shall have an affirmative duty to ensure that the children are ready to be exchanged and actually exchanged and/or returned on time for each and every scheduled or agreed upon co-parenting period. Each parent may designate, from time to time, a responsible adult to assist them in transporting the children.

**Example 3:** For visitation exchanges that do not take place at the children’s school, Father shall be responsible for picking up the children from Mother’s residence, or anywhere else

the parties mutually agree, and Mother shall be responsible for picking up the children at Father's residence, or anywhere else the parties mutually agree.

**Example 4:** All exchanges shall be at camp, school or daycare and the parent beginning his or her parenting time shall be responsible for picking up the minor child. However, if school, camp or daycare is not in session, the parties exchange custody of the minor child at a mutually agreeable location halfway between their respective locations. In the event the parties cannot agree on a meeting place they shall use meetways.com to determine the halfway point.

**Example 5:** For visitation, the Mother and Father shall meet at an agreed upon location halfway between their residences in order to effectuate the exchange of the minor child. If the parties are unable to agree on such location, the exchange shall take place at the McDonald's restaurant closest to the halfway point. Each party shall bear their own transportation costs. The parties shall agree on an exchange location at least 24 hours prior to the exchange.

### **Communication with Children**

**Example 1:** The minor child shall have the right to initiate communication with either parent at any time he wants. Each parent is entitled to establish communication by telephone with the minor child at reasonable times and for reasonable durations each day without interference from the other parent. "Reasonable times" shall be defined as between the hours of 6:00 p.m. and 8:00 p.m. If a parent calls or texts during said time and the minor child is unable to talk due to an activity, the custodial parent shall make sure that the minor child returns the call as soon as possible or that the minor child returns the call before going to bed that evening.

**Example 2:** When the minor child is in the physical custody of one parent, the other parent shall have the right to contact the minor child via telephone, text message, FaceTime, Skype or any other form of social media at least once a day between the hours of 8:00 a.m. and 9:00 p.m.

**Example 3:** When the child or children are in the physical custody of one parent, the other parent shall have the right to contact the child or children as follows:

1. By Telephone
2. Other: Video, Chat, Skype, etc.
3. Additional Considerations: Each parent shall have the right to telephone and video chat with the minor child at all reasonable hours and times. Should the parties be unable to agree to what is reasonable, the parent not exercising parenting time shall be permitted to telephone or video chat with the child one time each day between the hours of 6:00 p.m. and 8:00 p.m. The parent exercising his or her right of communication shall determine the method of communication. If the non-custodial parent must leave a message, the custodial parent shall have the child return the

phone call as soon as possible, but at a minimum, before the child's bedtime. Each parent shall allow the child to use the telephone or landline or cell phone. Each parent shall be permitted to speak to the child for at least five minutes without the other parent present or eavesdropping. The parties acknowledge that the child has a cell phone. Each party shall be allowed to communicate freely with the child directly.

### **Resolving Decision-Making Authority Disputes**

**Example 1:** If after a good-faith consultation, should the parties be unable to come to a mutual decision regarding the care, control, welfare, or other major issue in the life of the children, then the decision-making is as follows: Mother shall have final decision-making authority regarding the areas of extracurricular activities and choice of schools and education and Father shall have the final decision-making authority regarding the areas of religion and non-emergency health and dental care. In the event the parties are unable to come to a mutual decision regarding any other issue not listed above then Mother shall make the final decision in that regard.

**Example 2:** If the parties are unable to agree upon a major decision affecting the minor child (such major decisions shall include those as to education, non-emergency healthcare, extracurricular activities, and religious upbringing), then there shall be an obligation to confer and consult in good faith. If, after the good faith conferral, the parties are still unable to agree upon a major decision affecting the minor child, then the final decision-making authority shall be allocated as follows:

1. Religion: Father.
2. Education: Mother.
3. Non-emergency healthcare: Father.
4. Extracurricular activities: Mother.

### **Educational Issues**

#### **Example 1:**

1. Education: Subject to the following provisions, Father shall have final decision-making authority:
  - (i) The parties agree that it is their desire for the Children to continue to attend any Atlanta public school which is part of the Midtown High School Cluster. So long as at least one parent's residence entitles the Children to attend such schools, the Children shall continue to attend Springdale Park Elementary or other elementary, middle or high school in the Midtown High School Cluster; and
  - (ii) In the event one party moves more than seven (7) miles outside the Midtown High School Cluster school district, that parent shall be responsible for transporting the Children

to and picking the Children up from the other parent at the beginning and end, respectively, of the other parent's custodial time.

(iii) In the event one parent enrolls one or both Children in private school, the other shall not be obligated to pay for any part of the private school tuition or expenses unless such parent voluntarily agrees to do so.

(iv) In the event Father determines that either Child requires an academic tutor, the parties agree to share equally the cost of reasonably necessary tutoring services.

**Example 2:** Husband and Wife agree that it is important for Child to complete her high school education at Harrison High School. Wife agrees that she will not move out of the Harrison High School district unless Child will still be eligible to attend Harrison High School.

**Example 3:** Husband agrees to pay for each of the parties' children while such child is enrolled in college, up to Ten Thousand Dollars (\$10,000.00) annually for such child's sorority dues and other college and living expenses which are not qualified educational expenses for purposes of such child's 529 plan. Husband shall maintain records of all such payments sufficient to document the expenditures he pays pursuant to this subparagraph (b), and Wife shall be entitled to copies of such records upon request.

### **Extracurricular Activities**

**Example 1:** Father shall pay 100% of the costs of Child's extracurricular activities and payment shall be made directly to the vendor when due or to Mother if she has incurred expenses related to such extracurricular activities. If Mother makes any payment for the cost of Child's extracurricular activities she shall provide proof of payment and request reimbursement from Father within 10 days of payment. Father shall reimburse Mother within 10 days of the date of the written request and reasonable proof of payment for the extracurricular activity. Father's obligation to pay for Child's extracurricular activities shall end upon Child's graduation from high school

**Example 2:** With respect to the Minor Children's extracurricular activities, Father shall be the final decision maker, and the final decision shall be binding on Mother. Notwithstanding the foregoing, Father's final decision-making authority shall not prohibit Mother from scheduling extracurricular activities which occur exclusively during her own parenting time and which do not interfere with any over which Father has final decision-making authority. In the event Mother schedules any said additional extracurricular activities, the expenses associated with same shall be borne by Mother.

### **Travel with Children**

**Example 1:** Travel. If either parent is traveling with the Children out-of-state, such parent shall provide the other parent with at least twenty-four (24) hours advance notice of the scheduled trip, the destination and the flight information for same, if applicable, and all



other relevant details about the upcoming travel to ensure that the non-traveling parent can continue to communicate regularly with the Children.

**Example 2: Travel with the Minor Child.** Both parents shall notify each other of any travel plans involving the minor child at least thirty (30) days in advance of said travel, or as soon as practicable after learning of said travel if less than thirty (30) days. The traveling parent shall provide the other parent with the city/cities traveling to, the means of travel, the dates of travel, and the means by which the non-traveling parent may speak with the minor child while the child is traveling.

### **Right of First Refusal**

**Example 1: Right of First Refusal.** In the event that either party is unable to care for one or both Children for a period of 4 hours or longer during his or her parenting time, s/he shall give the other party the right of first refusal to care for such Child or Children prior to arranging for childcare with a third party. Notice shall be provided at least forty-eight (48) hours in advance when possible, and the second parent shall promptly respond to the notifying parent within twelve (12) hours when possible. In the event the parent being offered the right of first refusal is unable to care for the Children, the parent who has the regularly scheduled parenting time shall be responsible for obtaining childcare for the Children. If the party being afforded the right of first refusal fails to respond within 12 hours, such party shall forfeit his or her right to exercise such right of first refusal.

**Example 2: Right of First Refusal:** Except as otherwise provided for herein, if a party is unable to care for the minor child during his or her parenting time due to travel for work, such party shall first offer the other party the “right of first refusal,” rather than hire a babysitter or allow the minor child to be cared for by any other third party. However, this provision shall not apply if a child is spending the night with a friend, or during the time periods that the minor child may be attending overnight camps during each party’s respective custodial time, or if the minor child is travelling with the custodial parent.

**Example 3: First Choice “Babysitter”:** Both of the parties hereto acknowledge that it is important for the Minor Children to spend time with a parent, rather than with a third-party caregiver, when one of the parents is available to care for the Minor Children. To that end, if the party who has custodial time with the Minor Children is to be away from the Minor Children overnight, then such party shall designate the other party as the “first choice babysitter.” For example, if a party is scheduled to be out of town without the Minor Children during his or her physical custodial period, such party would immediately advise the other party of his or her impending absence, and the party who would not ordinarily have physical custody shall have the right to have the Minor Children with him or her during this time. This paragraph is not intended to prevent either party from using a nanny or babysitter on a regular basis so that they can work, go to school or do routine daily activities.

The parent being offered the additional parenting time must respond within twenty-four (24) hours of notice of the other parent's offer of same. The foregoing right of first refusal shall also apply to occasions when Mother has to work early morning starting any time between 6:00 a.m. and 8:00 a.m., in that the Father shall be entitled to have the Minor Children the night before and be responsible for getting them to school the next morning. The same shall also apply to occasions when Father's work requires him to leave before 7:00 a.m., in that Mother shall be entitled to have the Minor Children the night before and be responsible for getting them to school the next morning.