❑District Court ❑Juvenile Court _____ County, Colorado Court Address: In re: ❑The Marriage of: ❑Parental Responsibilities concerning: _____ Petitioner: and Co-Petitioner/Respondent:	▲ **COURT USE ONLY** ▲
Attorney or Party Without Attorney (Name and Address): Phone Number: E-mail: FAX Number: Atty. Reg. #:	Case Number: Division Courtroom

PARENTING PLAN

You **must** submit to the Court some form of **written Parenting Plan** addressing all of the issues which are relevant to the facts of your case. The written Parenting Plan must contain provisions for the allocation of parental responsibilities including decision-making and parenting time. You may use this form as a Parenting Plan to submit to the Court. This standard form **does not** include every possible issue that may be relevant to the facts of your case. A section entitled "Other Terms" is available for you to identify unique issues that you may have in your case. **If you need more space than is provided, attach additional pages to the form. Any additional pages must include notarized signatures.**

To promote agreement among parties where the children are involved, parties may jointly create a written Parenting Plan. If you do not enter into a joint written Parenting Plan, you must each file your own written Parenting Plan. Without an agreement, the Court **must** enter its own plan which may be a plan filed by one of the parties or may be entirely different. Whether the Court approves your plan or enters its own, the Parenting Plan will become a Court Order.

This is a:

❑**Full Joint Parenting Plan** (we agree to everything and the plan is signed by both parties.)

❑**Partial Joint Parenting Plan** (we agree to some things and the plan is signed by both parties.)

❑**Parenting Plan prepared by one party** (no agreement).

If this is a partial joint Parenting Plan or a Parenting Plan prepared by one party, please complete and file with the Court **JDF 1129 - Pretrial Statement** to identify issues that you have not agreed on. **This is a required form if you have any issues that you cannot agree on. A hearing may be necessary to address the issues.**

The Petitioner is the child(ren)'s:

❑**Father** ❑**Mother** ❑**Other Party** (state relationship to child(ren) _____

The Co-Petitioner/Respondent is the child(ren)'s:

❑**Father** ❑**Mother** ❑**Other Party** (state relationship to child(ren)_____

The child(ren) are:

Full Name of Child	Present Address	Sex	Date of Birth

Section A: Allocation of Parental Responsibilities (Decision-making)

1. The parties understand that day-to-day decisions such as minor training or correction, minor medical and dental care, curfew, chores, allowance, clothing, hygiene, etc. will be made by the party who has the child(ren) at the time such decisions are necessary.

2. Each party will inform the other party of any changes with their address and/or phone numbers in advance.

3. Both parties will provide the names, addresses, and telephone numbers of all medical, dental, and mental health care providers. Either party may authorize emergency care, but if possible both parties agree to contact the other party first.

4. Unless otherwise ordered by the Court for good cause shown, state law provides that both parties have access to the records of the child(ren) including school, medical, dental, and mental health records, pursuant to §14-10-123.8, C.R.S.

5. For purposes of school attendance only, the child(ren)'s residence will be with the:
❑**Mother** ❑**Father** ❑**Other Party**

We have identified below whether the major decisions (Education, Medical/Dental Mental Health, and Religious) will be joint or will be made by one party. If major decision will be made by someone other than one of the parents, check the "Other Party" column. **Note:** The Other Party must be named in the case as the Petitioner, Co-Petitioner/Respondent or an Intervenor to be included in this Parenting Plan.

Type of Major Decision-Making	Joint	Mother	Father	Other Party
Educational, if needed specify:	❑	❑	❑	❑
Medical/Dental/Mental Health, if needed specify:	❑	❑	❑	❑
Religious, if needed specify:	❑	❑	❑	❑
Extracurricular and Recreational Activities, if needed specify:	❑	❑	❑	❑
Other (please identify):	❑	❑	❑	❑
Other (please identify):	❑	❑	❑	❑
Other (please identify):	❑	❑	❑	❑
Other (please identify):	❑	❑	❑	❑

Section B: Allocation of Parental Responsibilities (Parenting Time)

Parties are encouraged to create a Parenting Plan that meets the needs of the child(ren) and individual needs of their family. If you have any unique issues, please identify them under "other" or provide an attachment to this Parenting Plan. If a party fails to comply with a provision of this plan, child support is not affected, unless the Child Support Order is modified and then only with respect to future payments of child support.

1. Weekday and Weekend Schedule during the School Year

The child(ren) will be in the care of the Mother. List the days of the week and times.

_____

_____

_____

_____

The child(ren) will be in the care of the Father. List the days of the week and times.

_____

_____

_____

_____

❑ The child(ren) will be in the care of _____ (name of Other Party).
Note: This party must be named in the case as the Petitioner, Co-Petitioner/Respondent or an Intervenor to be included in this Parenting Plan. Do not list babysitters and day care providers as the Other Party. List the days of the week and times.

_____

_____

_____

_____

Transportation and drop-off/pick-up arrangements will be as follows:

_____

_____

_____

_____

2. Summer Schedule

❑The weekday and weekend schedule above will apply for all 12 calendar months with no specific changes during the summer.

or

❑During the summer months, the child(ren) will be in the care of the Mother. List the days of the weeks and times.

_____

_____

_____

_____

❑During the summer months, the child(ren) will be in the care of the Father. List the days of the weeks and times.

_____

_____

_____

_____

❑The child(ren) will be in the care of _____ (name of Other Party).
Note: This party must be named in the case as the Petitioner, Co-Petitioner/Respondent or an Intervenor to be included in this Parenting Plan. Do not list babysitters and day care providers as the Other Party. List the days of the week and times.

_____

_____

_____

_____

Transportation and drop-off/pick-up arrangements will be as follows:

_____

_____

_____

3. Holidays and Special Occasions

The following schedule will take priority over the schedules in **Sections 1 and 2.** Please check all that apply, place the name of the party with whom the children will be spending the holiday in the appropriate box (odd/even/all years), and indicate the time and place of exchange. Identify any unique situations under "Other". If a box is not checked, the regular parenting time schedule will apply to that holiday event.

Event	Odd years	Even years	All Years	Time & Place of exchange
❑Spring Break				
❑Easter				
❑Mother's Day/Weekend				
❑Memorial Day/Weekend				
❑Father's Day/Weekend				
❑July 4th				
❑Labor Day/Weekend				
❑Halloween				
❑Thanksgiving Day/Break				
❑Christmas Eve				
❑Christmas Day				
❑Week 1 of Winter Break				
❑Week 2 of Winter Break				
❑Children's Birthdays				
❑Other (Identify)				
❑Other (Identify)				
❑Other (Identify)				

❑Other parenting time arrangements:

_____

_____

_____

4. **Number of Overnights:** Based upon the foregoing schedule(s), Mother will have ____ total overnights per year and Father will have _____ total overnights per year. **Note: These two numbers must equal 365.**

5. Telephone Access

❑Each party may have reasonable telephone contact with the child(ren) during the child(ren)'s normal waking hours.

❑Other:

_____

6. Travel and Vacation Plans

❑The parties agree that should either of them require out-of-state or any type of overnight travel with the child(ren), each party will inform the other party of such travel and vacation plans, including notice and contact information.

❑Other:

_____

_____

_____

Section C: Relocation

Relocation refers to moving the child(ren)'s residence so that the geographic ties between the child(ren) and the other party are substantially changed requiring a modification of allocation of parental responsibilities (decision-making and parenting time).

The parties understand that after the Decree or Final Order is issued, if a party wants to relocate, he/she must file a Motion with the Court, pursuant to §14-10-129, C.R.S. and obtain court permission to relocate, **unless** the parties have submitted to the Court a written agreement/stipulation (with verified signatures of all parties) allowing one of the parties to relocate with the minor child(ren) together with a new proposed parenting plan which addresses how the parties intent to address all the parenting issues given the fact that one of the parties is now relocating with the minor child(ren).

❑Neither the Mother or Father have current plans to relocate with the child(ren).

The ❑Mother ❑Father ❑Other Party is planning to relocate with the child(ren) to _____(city) _____ (state) on _____ (date) and we have agreed to the following terms:

_____

_____

_____

_____

Section D: Financial Obligations for the Benefit of the Child(ren)

1. **Child Support** (all child support agreements **must** be reviewed by the Court to see if the agreement complies with the child support guidelines):

   a. Child Support Calculation

   ❑Child Support shall be paid per a previously issued Administrative or Court Order in _____ (DHS number or case number) issued on _____ (date) in _____ (County).

   or

   ❑The amount of child support agreed to by the parties **is based** upon the attached Child Support Worksheet which reflects an amount of child support of $_____ per month.

   or

   ❑The amount of child support agreed to by the parties **is not based** upon the attached Child Support Worksheet which reflects an amount of child support of $_____ per month. Please identify the agreed upon amount and the reasons why you agree to deviate from the amount identified in the Child Support Worksheet. **(The Court must approve any deviation from the guideline amount and will do so only for compelling reasons if this amount is lower than the guideline amount.)**

   _____

   _____

   _____

   b. Child Support Agreement

   The ❑Mother ❑Father shall pay child support to the ❑Mother ❑Father ❑Other Party in the sum of $_____ per month beginning on _____ (date).

Child support payments shall be paid: (check one)

❑To the Family Support Registry (FSR), P. O. Box 2171, Denver, CO 80201-2171.
❑Directly to the ❑Mother ❑Father ❑Other Party

Child support payments shall be paid: (check one)

❑weekly ❑bi-weekly ❑twice a month ❑monthly ❑Other: _____ and will be paid on the _____ day of the ❑week ❑month.

It is the responsibility of the Obligee (the person receiving the payment) to complete the appropriate forms to activate an income assignment, pursuant to §14-14-111.5(3)(a)(II), C.R.S. Please see JDF 1801 - Instructions, if applicable.

2. Medical, Dental, Vision, and Mental Health Insurance and Extraordinary/Out-of Pocket Medical Expenses

❑Mother shall provide ❑medical ❑dental ❑vision ❑mental health insurance for the child(ren). If not all children, please identify the names of the children who will be receiving insurance:

_____

and/or

❑Father shall provide ❑medical ❑dental ❑vision ❑mental health insurance for the child(ren). If not all children, please identify the names of the children who will be receiving insurance:

_____

and/or

_____ (name of party) shall provide ❑medical ❑dental ❑vision ❑mental health insurance for the child(ren). If not all children, please identify the names of the children who will be receiving insurance:

_____

❑Extraordinary Medical Expenses are defined as uninsured expenses, including co-payments and deductible amounts in excess of $250.00 per child per calendar year. The parties agree that extraordinary medical, dental, vision, or mental health expenses for the child(ren) shall be divided with the Mother paying _____ %, the Father paying _____%, and the Other Party paying _____%.

❑Other:

_____

_____

A "Notice to Employer to Deduct for Health Insurance" (JDF 1809) can be completed by the Obligee (person receiving) and served upon the Obligor (person paying) and Obligor's employer.

3. Extraordinary Expenses (Private schools, school/sport/extracurricular activities, 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 private schools, extracurricular and recreational activities, 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 Decree or Order, become enforceable by the Court.**

❑The parties agree to the following:

_____

_____

_____

4. OPTIONAL - Post-Secondary Expenses (college, trade school, etc.)

You may use this section to document any agreements made between the parties that are not required by law to be addressed.

Post-secondary education expenses **cannot** be ordered by the Court without an agreement. If you agree that they should be paid by the parties, please indicate the terms of the agreement below.

NOTE: Agreements made under this provision, if approved by the Court and made a part of the Decree or Final Order, become enforceable by the Court.

❑Post-secondary education expenses for the child(ren) shall be divided with the Mother paying _____% and Father paying _____% of every expense checked below. Post-secondary expenses include the following:

❑Tuition (indicate any restrictions or maximum monetary amounts)

_____

❑Room and Board
❑Books
❑Fees
❑Travel
❑Other: _____

Section E: Child Tax Exemption

Only one party may claim a deduction for each child on his/her income tax return. Both parties agree to prepare appropriate IRS forms, for example, Form 8332 "Release of Claim to Exemption for Child of Divorced or Separated Parents" IRS link to forms: **http://www.irs.gov/formspubs/index.html**

Note:

- **If there is no agreement, the dependency exemption will be divided in accordance with §14-10-115(12), C.R.S. These rights shall be allocated between the parties in proportion to their contributions to the costs of raising their children.**
- **A party shall not be entitled to claim a child as a dependent, if he or she has not paid all court-ordered child support for that tax year or if claiming the child as a dependent would not result in any tax benefit pursuant to §14-10-115(12), C.R.S.**

"M" = Mother "F" = Father "O" = Other party

Full Name of Child	Deduction to be claimed every year by:			Deduction to be claimed during odd years			Deduction to be claimed during even years		
	❑M	❑F	❑O	❑M	❑F	❑O	❑M	❑F	❑O
	❑M	❑F	❑O	❑M	❑F	❑O	❑M	❑F	❑O
	❑M	❑F	❑O	❑M	❑F	❑O	❑M	❑F	❑O
	❑M	❑F	❑O	❑M	❑F	❑O	❑M	❑F	❑O

❑Other: _____

_____

Section F: Other Terms

❑If the parties cannot reach an agreement in the future on any issues involving the child(ren), they agree to enter into ❑mediation ❑arbitration ❑parenting coordinator ❑decision-maker at their own cost.

❑The parties will exchange financial information on an annual basis, for example, income, verification of insurance and its costs.

❑Identify below any issues or agreements not already identified in this agreement.

_____

_____

_____

_____

Minor changes may be made at any time if both parties agree to the changes. A written agreement to modify child support, the primary caretaking party, or other substantial changes to the parenting plan should be filed with the Court along with a proposed order for the Court to approve the modification.

Please re-read this document carefully to make sure it accurately reflects your entire agreement. Items agreed upon outside of this document may not be enforceable.

Your signature below indicates that you have read, understand, and agree with all terms of this agreement. This document should be signed in the presence of a notary public or court clerk.

_____
Petitioner's Signature Date

_____
Signature of Attorney, if applicable Date

_____
Petitioner's Address

_____
City, State, Zip Code

_____
(Area Code) Home Telephone Number

_____
(Area Code) Work Telephone Number

Subscribed and affirmed, or sworn to before me in the County of _____, State of _____, this _____ day of _____, 20 ____.

My Commission Expires: _____

_____
Notary Public/Clerk

_____
❑Co-Petitioner's ❑Respondent's Signature Date

_____
Signature of Attorney, if applicable Date

_____
Co-Petitioner/Respondent's Address

_____
City, State, Zip Code

_____
(Area Code) Home Telephone Number

_____
(Area Code) Work Telephone Number

Subscribed and affirmed, or sworn to before me in the County of _____, State of _____, this _____ day of _____, 20 ____.

My Commission Expires: _____

_____
Notary Public/Clerk

IF ONLY ONE PARTY SIGNS THE PARENTING PLAN,
COMPLETE THE CERTIFICATE OF SERVICE BELOW.

I certify that on _____ (date) a true and accurate copy of the ***PARENTING PLAN*** was served on the other party(ies) by:

❑Hand Delivery, ❑E-filed, ❑Faxed to this number: _____, **or**

❑by placing it in the United States mail, postage pre-paid, and addressed to the following (include name and address):

To: _____

_____

_____

To: _____

_____

_____

_____
Your signature