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*Plaintiff*

vs.

*Defendant*

***SUPERIOR COURT OF NEW JERSEY***  
***CHANCERY DIVISION***  
***FAMILY PART***  
***COUNTY***  
***Docket No. FM- 00-000-00***  
***CIVIL ACTION***  
***CUSTODY AND VISITATION***  
***PARENTING PLAN***

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The parties agree to the following terms and conditions related to the parenting of their minor children. This Parenting Plan shall determine the legal and physical custody of the minor children and provide procedures for their day-to-day care. This Custody and Parenting Plan shall survive the entry of the Final Judgment of Divorce.

**I) GENERAL INFORMATION**

Parent’s A Address and Employment Information:

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Parent’s B Address and Employment Information:

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Dependent Child Information:

\_\_\_\_\_ born \_\_\_\_\_  
\_\_\_\_\_ born \_\_\_\_\_

**II) TYPE OF CUSTODY AND REASON FOR SELECTION**

1. The parties have carefully weighed the question of custody of the children. In doing so, they have been guided solely by the welfare and best interests of the child. The parties may choose one of the following custody arrangements:
  - a. Sole Custody (use different sample for this choice),
  - b. Joint legal Custody with Parent A or B as Parent of Primary Residence (PPR) and the other as Parent of Alternate Residence (PAR), or
  - c. Joint legal custody and joint physical custody

### **III) RESIDENTIAL SCHEDULE**

2. The following provisions set forth where the children shall reside each day of the year and what contact the children shall have with each parent. The plan shall commence effective with the full execution of this Parenting Plan. Notwithstanding the effective date of this Parenting Plan, neither party will be required to leave the marital home during the other party's parenting time while the parties continue to reside together within the marital home.
3. Certain assumptions were relied upon by the Parent A and B in reaching the Plan set out herein: Example: Parties reside in a certain County or within a certain radius.
4. If at any time after the execution of this agreement either party moves from \_\_\_\_\_ County, the parties agree that modifications to the within plan will be required concerning the location to pick up and drop off the children and the times of those events. In the event of a move by either party to any other county, the parties will attempt to negotiate a place approximately halfway between the new location(s), with each party being responsible to transport the children one way to and from that location at the start and end of the scheduled parenting time.
5. Parent B will have parenting time with the minor children as follows:
  - (a) Alternate weekends from Friday at 3:30 pm until Sunday evening 7:30 pm.
  - (b) Every Wednesday at 5:30 pm to 7:30 pm dinner visit.
6. Each party shall be responsible for any homework or other school/sports or other regular activities scheduled while the children are in that parent's custody.
7. Unless otherwise stated, Parent B shall be responsible for picking up the children from Parent A's home at the start of their parenting time and Parent A shall be responsible for picking the children up from Parent B's home at the conclusion of Parent B's parenting

time provided the parties live in same County.

8. Each party shall personally care for the children when that party has custodial time with the children as stated herein to the extent reasonably possible and not use babysitters or child care for extended periods of time except for work purposes. Also, see "Other Parent as Babysitter" provision of this Agreement.

## **OTHER**

9. Neither party shall intentionally schedule any activities for the child on days that the other parent has the child with him or her, without prior written consent, via email, of the other party.
10. Each party shall be entitled to attend all of the children's sporting and extracurricular activities no matter whose parenting day they might fall on. Each parent will keep the other advised of all such activities and schedules in order that they might both continue to actively co-parent the child.
11. Neither party shall make any commitment for the children that will obligate the other party financially without the prior written consent of that party.
12. Neither party shall enter in or linger at the other party's home when picking-up, dropping off or otherwise transporting the children, unless invited to do so by the other party. Neither party shall return to the other parent's home when it is not his or her scheduled parenting time with the children, without prior consent of the other parent. If there are any delays in pick-up or drop-off by either party, the delayed party must contact/advise the other party within sixty (60) minutes of the scheduled time.
13. In the event a child has an acute or serious illness or injury, each party shall have the right to visit the child at the place where the child is then residing or domiciled during the period of the illness or the injury at a mutually agreed upon date and time. In the event a child has an acute or serious illness or injury or school closes due to inclement weather, the parent exercising parenting time on that day is responsible for covering the child's care.
14. The children should not be privy to scheduling discussions.
15. Pending the entry of the Judgment of Divorce, the parties will not introduce the minor



School Winter Vacation	Odd	Even
School Spring Vacation	Even	Odd
Mother's Birthday	Every	
Father's Birthday		Every

19. Unless otherwise stated or agreed upon, Holidays shall start at 9:00 am and end at 7:00 pm. The "New Year's Eve/Day" holiday shall start at 5:00 pm on New Year's Eve until noon on New Year's Day. Christmas Eve shall start at 5:00 pm on Christmas Eve until noon on Christmas Day. Christmas Day shall start at noon on Christmas Day until noon on the day after Christmas Day. The New Year and Christmas holiday schedules shall supersede the sharing of Winter Break.

20. Martin Luther King Day/President's Day/Columbus Day: For any holidays such as Martin Luther King Day, President's Day, Columbus Day where the child is off from school the parent who has the child on the weekend attached to those holidays shall also have that holiday with the child unless agreed otherwise between the parties.

21. If a child's birthday falls on a weekend, the non-custodial parent shall be entitled to a four hour visit between 1:00 pm and 5:00 pm. If a child's birthday falls on a weekday, the non-custodial parent will celebrate during his or her regularly scheduled time with the children before or after said date.

22. Unless otherwise stated, vacations, school break sharing, holidays, and special occasions shall supersede the "Regular Schedule" and holidays always supersede any other time arrangement including vacations unless the parties mutually agree to do otherwise.

**TELEPHONE ACCESS**

23. Both parents may phone or Facetime/Skype (to be initiated by the non-custodial parent) the children at any reasonable time (between 9:00 am and 8:00 pm in the time zone where the children are), which at a minimum shall be once in the morning and once in the evening. Both parents shall be proactive in encouraging daily contact between the children and the parent who is not present. Neither parent shall use cell phones or other such devices to pry into the other's privacy. Neither parent shall use phone access to discipline the children.

## **VACATIONS**

24. The parties are entitled to two weeks (i.e., 14 days) of consecutive or non-consecutive (at that parent's discretion) vacation time during the summer with the children. Additional time may be agreed upon by the parties. The parties shall provide written notice of such vacations no less than 30 days in advance to the other party. The notice shall include the name, address and telephone numbers of the destinations at which the children will be lodged during the vacation. During the vacation parenting time the non-vacationing parent will be provided an itinerary and reasonable telephone access on a daily basis.
25. By their signatures on this Agreement, each party hereby gives his or her consent to the other to obtain a passport for the children. Each parent shall sign the necessary forms for the children to obtain passports. Neither parent shall travel with the child outside of the United States without the written consent of the other and this consent will not be unreasonably withheld. The consenting party shall sign the necessary paperwork to allow the other parent to travel with the child on airplanes and to other countries.

## **IV) ACCESS TO MEDICAL AND SCHOOL RECORDS**

26. Each parent shall be entitled to complete detailed information from any pediatrician, general physician, dentist, specialist, counselor or consultant attending their children or any reports and/or documents and/or communications rendered by such party.
27. Each party shall be entitled to complete detailed information from any teacher or school giving instruction to their children or any reports and/or documents and/or communications rendered by such party and shall be furnished with copies of same given to the other parent by the teacher or institution.

## **V) DECISION MAKING**

### **DAY-TO-DAY**

28. Each parent shall make decisions regarding the day-to-day care and control of the children while the children are residing with that parent.

### **MAJOR DECISIONS**

29. Each parent shall consult with each other with respect to all major decisions concerning the children, including but not limited to the health, education, religion, welfare and other

matters of similar importance affecting the children, whose well-being, education and development shall at all times be the paramount concern of the parents. The parties agree that they shall provide each other with all information concerning those matters for which joint decisions on behalf of the children are to be made, as soon as the information is available to or known by that party. Emergency decisions must be communicated immediately so that the other parent can be included in the decision. If that is not possible, the other parent should be notified of such emergency or decision as soon as possible.

## **VI) JURISDICTION**

30. Except as otherwise required by the applicable law, each of the parties hereby irrevocably consents and submits to the jurisdiction of the courts of the State of New Jersey concerning any action or proceeding relating to the children including by description but not limited to, the enforcement or modification of any provisions of this agreement entered into between the parties relating to the parenting of the children.

## **VII) OTHER PROVISIONS**

31. The parties agree that an affirmative duty exists on the part of each parent to enhance the mutual love and respect between the children and the other parent. It is expressly understood by both parties that neither shall do anything to alienate the children's affection for the other or color the child's attitude toward the other. On the contrary, both parties shall cooperate in every way to help the child better adjust to the circumstances as they now exist and may in the future exist. Both parties shall conduct themselves in a manner that shall be best for the interest, welfare and happiness of the children and neither party shall do anything that shall adversely affect the morals, health and welfare of the children.

32. The parties may decide different time arrangements other than those provided for in the Parenting Plan and make decisions for the children whenever they mutually agree to do so in writing. If for any reason the parties cannot agree, the terms of this Parenting Plan will be followed.

33. The parties recognize and agree that this Agreement is the product of meaningful discussions between both parties as to the needs and desires of the parties and the children. In accordance with same, this Agreement shall not be deemed to have been drafted by either party, but rather shall be considered to have been drafted by both. If any

subsequent interpretation of this Agreement is necessary, this Agreement shall not be interpreted against either parent on the basis that one or the other (or their respective counsel) drafted any part of this Agreement. Therefore, the doctrine of *contra proferentem* shall not apply to the interpretation of this Agreement.

\_\_\_\_\_  
\_\_\_\_\_, Parent A

\_\_\_\_\_  
\_\_\_\_\_, Parent B

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

Date \_\_\_\_\_