

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT -- DOMESTIC RELATIONS DIVISION

In re the Matter of:	)	
	)	
Petitioner,	)	
	)	No.
and	)	
	)	
Respondent.	)	

**JOINT PARENTING AGREEMENT**

This Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2003 between \*\*\*\*\*, hereinafter referred to as Mother, and \*\*\*\*\*, hereinafter referred to as Father, regarding the custody of their minor child \*\*\*\*\* born \*\*\*\*\*, pursuant to 750 ILCS 5/602 - 602.1.

**WITNESSETH:**

**WHEREAS,** the parties agree that both parents are fit and proper persons to have custody of the minor child and that they possess the ability to cooperate effectively and consistently with each other towards the best interests of \*\*\*\*\*, and;

**WHEREAS,** the parties agree that the maximum involvement and cooperation of both parents regarding the physical, mental, moral, and emotional well being of the child is in the best interests of the child, and;

**WHEREAS,** the parties wish to give \*\*\*\*\* the clear message that the child is important to both of them and that s/he is loved and wanted by both parents; and

**WHEREAS,** each party understands that it is in \*\*\*\*\*'s best interest that they both continue to be involved and co-operate with each other in the rearing of \*\*\*\*\*; and

**WHEREAS,** the parties wish to share in the decision making involving \*\*\*\*\* and by this agreement produce an understanding of their rights and responsibilities concerning **her** personal care and, in so doing, continue to develop in the mind of their child the feelings of comfort, security, love, warmth and affection; and

**WHEREAS,** each party hereby acknowledges the child's need for continuing maximum involvement with both parents, which involvement will contribute to **her** physical, mental, moral and emotional well being; and

**WHEREAS,** the parties acknowledge the need for both parents to participate in the events and decisions affecting the life and well-being of their child and acknowledge that their involvement and co-operation is in the child's best interest. Accordingly, the parties agree to cooperate in scheduling and implementing the child's educational, religious, and social activities so as to allow maximum involvement of both parents and to provide the child with an environment which promotes healthy physical, mental, moral, emotional and social growth and development; and

**WHEREAS,** the parties agree to use their best efforts to foster \*\*\*\*\*'s love and affection for both parents and both parents will communicate with the goal of reaching an agreement between them on all important questions which require joint decisions by the parties. The parties agree that such decisions

include, but are not limited to, the areas of health care, education and religion.

**THEREFORE,** IN CONSIDERATION OF THE PREMISES RECITED ABOVE AND THE PROMISES AND COVENANTS THAT ARE CONTAINED HEREAFTER IN THIS AGREEMENT:

**IT IS HEREBY AGREED** by and between the Mother and Father that they shall share the joint legal custody of the child according to the following terms and conditions:

1. **PARENTAL RIGHTS AND RESPONSIBILITIES.** As to the rights, powers and responsibilities of the Mother and Father regarding major decisions affecting said child, the Mother and Father shall jointly decide all major issues such as education, health care and religious training.

2. **RESIDENCE/PARENTING TIME.** It is understood by the parties that the Mother shall be residing in Chicago, Illinois, and the Father shall be residing in Chicago, Illinois. The primary residence of the minor child, \*\*\*\*\*, shall be with the Mother, according to the schedule laid out herein. Both parents shall have the obligation of providing necessary supervision and parental guidance and making day-to-day decisions affecting said child without prior notification to or consent of the other party when the child is in his/her care.

3. **PARENTING TIME:** The Father shall have rights of maximum parenting time with the minor child which shall include, at a minimum, the following:

a. Alternate weekends beginning at 6 PM on Friday evening until 7 PM on Sunday evening.

- b. One evening each week for dinner;
- c. Alternating legal and school holidays;
- d. One half of the child's Spring break;
- e. One week at winter break, which shall begin immediately after Christmas visitation;
- f. Christmas Eve until 10 AM on Christmas day in alternate years.
- g. Thanksgiving, the day after Thanksgiving and the weekend which follows the Thanksgiving holiday in alternate years;
- h. Father's Day every year;

The Mother shall have visitation every year on Mother's Day. Holiday visitation shall begin the evening before the named holiday and continue until the day after the holiday so long as it does not interfere with school time. Holiday visitation shall take precedence over regular parenting time.

4. **SUPPORT.** The father shall pay 20% of his net income, which is \_\_\_\_\_ per \_\_\_\_\_. The Father has the affirmative duty to inform the Mother if he changes employment and shall send proof of his income to the Mother upon receiving his first pay check.

5. **TELEPHONE ACCESS.** Each party shall have the duty to maintain a working telephone at all times, so that the parents may communicate with the minor child on a regular basis. If the child is not available to talk to the parent when they call, the parent receiving the call shall make sure that the child calls the other parent at the first available opportunity. Unless otherwise agreed, the parents will not call more than once a day

to speak to the child. No messages will be left for either parent which denigrates the other parent's abilities as a parent.

**6. MEDICAL INSURANCE.** The Father and Mother shall maintain health insurance and hospitalization insurance when it is available through their employment. The party or parties maintaining said insurance shall provide the other parent with all information, forms and cards that are necessary to use said insurance. Both parties shall be equally responsible for costs and expenses that are not covered under said insurance, unless one of the parties fails to maintain insurance when it is available. In the latter case, the party failing to maintain said insurance shall be responsible for all uncovered health costs for the minor child. Said medical insurance shall be maintained so long as the obligation to pay support or contribute to the post-high school education of the child continues, but no later than the twenty-third (23) birthday fo the minor child.

**8. LIFE INSURANCE.** The Father and Mother shall each maintain a Life Insurance Policy on their lives in the amount of \$50,000.00 naming the minor child as an irrevocable beneficiary of said policy. Each party shall name the other parent as a trustee of the child's portion of said life insurance policy. The parties shall have the obligation to maintain said insurance so long as their obligation to pay support or contribute to the post-high school education of the child continues, but no later than the twenty-third (23rd) birthday fo the minor child.

**9. EDUCATION.**

A. Any and all decisions regarding the school(s) attended by the child shall be made jointly by the parties.

B. The parents shall have joint and equal rights of access to the child's educational and medical records. The Mother and Father shall inform school authorities of their joint custody arrangement and direct said authorities to:

1. List the other Parent as a parent of the child;
2. Direct and authorize the school to release to both parents any and all information concerning the child;
3. Take all steps possible to see that both parents receive copies of any notices regarding the minor child;

C. Each parent shall, after receipt of same, furnish to the other parent a photocopy of the child's report card or grade cards and copies of any other reports concerning the child's status or progress unless it is determined that the school officials are sending duplicates to both parties.

D. Both parties shall cooperate with the school in seeing that the minor child does necessary homework during the time the minor child is with her Mother or Father.

E. The Mother shall inform the Father of the name, address and telephone number of all day care or after-school care providers for the child or programs in which the child is enrolled and shall inform said person or program of the Father's name, address and telephone number. The father shall be permitted to pick up the child from day care or after-school care on his designated visitation times.

F. At such time as the child is considering or applying

for college or vocational school and has the aptitude and desire to attend college or vocational school, both Mother and Father shall consult with one another and with the child in determining what school the child is to attend and the course of studies to be followed, at all times bearing in mind the best interest of the child and respecting the child's desires regarding the child's education

F. The Mother and Father shall contribute to the educational expenses of a college, university or vocational school in accordance with Section 5/513 of the Illinois Marriage and Dissolution of Marriage Act; said contribution shall be based upon their financial conditions and ability to contribute at that time, if and when the child enrolls in college but not beyond the age of twenty-three.

G. Both parties shall have the right to participate in any and all activities relating to the child including, but not limited to, extracurricular activities, school functions, and/or parent/teacher conferences and sporting events.

**10. MEDICAL AND HEALTH CARE.**

A. The Mother and Father agree to consult with and share with one another all medical, dental, psychological, optical, pharmaceutical, prosthetic and orthodontic care of the minor child. Each parent shall, in writing, be notified of and invited to consultations with medical professionals involved in Jackie's health care. Except in the case of life threatening or health endangering emergencies, neither parent shall commit to major medical, dental, optical, psychological, optical, pharmaceutical,

prosthetic and orthodontic care or surgery without the consent of the other. If there is a disagreement, the parties agree to utilize the dispute resolution methods outlined in paragraph 15 this agreement.

B. Each parent shall promptly inform the other parent of any serious illness suffered by the child during the time the child is with him or her and each parent shall provide the other parent with any necessary medication for the child.

**11. RELIGIOUS TRAINING.** The parties agree to consult and jointly decide all issues affecting the religious education and training of the minor child. Neither parent shall commit the minor child to regular attendance or membership in a church or other religious institution without consulting with the other parent.

**12. PARENTAL COOPERATION.**

A. The Mother and Father shall apply their best efforts to foster the respect, love and affection of the child toward each parent, encourage good moral and ethical character in the child and shall cooperate fully in implementing a relationship with the child that will provide the maximum feeling of security possible.

B. The parties shall cooperate fully in implementing the agreed upon parenting schedule while accommodating the child's educational, athletic, and social activities, and either or both parents may attend appropriately planned activities.

C. Each parent shall refrain from discussing the conduct of the other parent within the hearing or in the presence of the child except in a laudatory or complimentary way.

D. Under no circumstances shall the question of child support, either as to amounts, manner or transmission of payments, be raised in the presence or hearing of the minor child.

E. Neither parent shall threaten to withhold parenting time from the other parent because of non-payment fo child support or other reasons not related to the safety of the minor child. Payment of child support shall not be withheld because of denial of parenting time. Neither parent shall threaten to prevent or delay the return of the child after a period of parenting time.

F. Each parent shall work with the other parent to arrange visitation schedules that take into account the child's educational, athletic and social activities.

G. Each parent shall prepare the child both physically and mentally for the time scheduled with the other parent.

H. The minor child shall be made available at the time mutually agreed upon for parenting time. The party having parenting time shall make every effort to be punctual in picking up and returning the child and the other party shall prepare the child for said parenting time. All arrangements for parenting time and any deviation from the agreed upon schedule shall be discussed and resolved between the parties and without the involvement of the minor child.

I. Ech parent shall advise the other parent as soon as possible if there is a conflict which may make them unable to meet their parenting time commitments.

J. Neither parent shall question the child regarding the activities or personal relationships of the other parent.

K. Neither parent shall expose the child to any immoral conduct between the parent and any member of the opposite sex or the same sex.

L. Neither parent shall drink alcohol to excess or use illegal drugs at any time either before or during their parenting time.

M. Neither parent shall discipline the child by spanking, hitting, neglecting, cursing or screaming at the child.

N. Neither parent shall attempt to visit the child at unreasonable hours when the child is in the other parent's custody.

O. Both parents shall, at all times, conduct themselves in a manner which promotes the beneficial effect on the minor child of parenting time with the other parent.

P. When the child is in residency with a parent, the other parent shall be allowed to communicate with the child by telephone, and the child shall be allowed to call and receive telephone calls at all reasonable times from the other parent, pursuant to paragraph five of this agreement.

Q. Each party shall keep the other informed as to the exact place where each of them resides, the telephone numbers of said residence, his or her place of employment, the telephone numbers of said place of employment and if either party travels out of the town where they reside for any period of time, then such person shall notify the other of his or her destination or

shall provide a telephone number through which he or she can be reached in the case of an emergency.

R. The parties shall continue to be involved in the child's activities and continue their present degree of participation, and they shall cooperate with each other in this regard taking into consideration the child's desires, aptitude and schedule.

S. The parties shall cooperate in dividing the transportation responsibilities between their residences to effectuate the above residential parenting and parenting time schedule. Also, each parent, when he or she has the child, shall be responsible for transporting the child to and from school and to and from activities, lessons, therapy, etc.

**13. TAX EXEMPTION.** The parents shall be entitled to claim the minor child as a dependant exemption on their Federal and State income tax returns in alternate years. The Mother shall be permitted to claim the child for such purposes for even numbered tax years, beginning with the year **200X**. The Father shall be permitted to claim the child for such purposes for odd numbered tax years, beginning with the year **200X**.

**14. MODIFICATION.** Either party wishing to modify this agreement, including a change in primary residence of the child shall submit their modification proposal in writing to the other parent prior to any action being taken in accordance with the Dispute Resolution clause in paragraph sixteen herein.

**15. REVIEW.** The parties shall confer from time to time to review this agreement as to its adequacy, feasibility, and

appropriateness in view of the child's age and developmental progress. Unless otherwise agreed, these conferences will take place every six months within a week of the child's birthday and six months thereafter. Such conferences will also be scheduled if either parent changes employment, moves more than two miles or remarries.

**16. DISPUTE RESOLUTION.** If any conflicts arises between the parents as to any of the provisions of this **JOINT PARENTING AGREEMENT AND ORDER** or the implementation thereof, the complaining parent shall first notify the other parent of the nature of the complaint and both parents shall make reasonable attempts to negotiate a settlement of the conflict. Wherever practicable under the circumstances, said complaints shall be made in written form and given to or mailed to the other parent.

The parent receiving said complaint shall, when practicable, reply to the complaint in a similar manner in written form. If the parties are unable to resolve their conflict within a reasonable period of time, OR cannot agree as to any vital, non-emergency, major decision affecting the child's welfare, the parties agree to attempt to avoid the expenses and acrimony of formal court proceedings. Accordingly, all such disputes shall first be submitted to mediation by any mediator on whom both parties agree. If they cannot agree on a mediator, the parties shall seek a referral from the Marriage and Family Mediation Service, Richard J. Daley Center, Chicago, Illinois (312) 603-1540. or seek the services of the court to provide the names of three qualified mediators and select one of the three by lottery.

Both parties will participate in the mediation process before seeking relief from a court. The parties will also consider submitting their dispute to binding arbitration (but are not required to) if mediation fails. If there is an immediate and present danger to the child, the parties may seek court assistance without mediation unless so ordered by the court.

If mediation is unsuccessful either party may file a Petition for Relief in the court of proper jurisdiction.

**17. TRAVEL OUT OF STATE FOR VACATION.**

Each party shall have the right to travel with the child for vacation purposes. In such events, the party so traveling shall advise the other parent, in writing, of the relevant dates, locations, and telephone number of the child's accommodations during said vacation.

APPROVED: \_\_\_\_\_  
\_\_\_\_\_

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