

**IN THE CIRCUIT COURT OF THE 15<sup>TH</sup> JUDICIAL CIRCUIT  
OGLE COUNTY, ILLINOIS**

IN RE THE MARRIAGE OF:

PARENT	)	
Petitioner,	)	
	)	
v.	)	No.
	)	
PARENT	)	
Respondent.	)	

**ALLOCATION JUDGMENT:  
ALLOCATION OF PARENTAL RESPONSIBILITIES  
AND PARENTING PLAN**

This cause coming on to be heard on the agreement of the parties pursuant to 750 ILCS 5/600 et seq; the Court having jurisdiction over the subject matter and the parties and being fully advised in the premises:

**BASED UPON THE STIPULATION OF THE PARTIES, THE COURT FINDS:**

1. On \_\_\_\_\_, MOTHER ("MOTHER") and FATHER ("FATHER") were lawfully married in \_\_\_\_\_ and their marriage was duly registered in the County of \_\_\_\_\_, State of Illinois.
2. Two children were born to the parties, namely, their DAUGHTER ("DAUGHTER"), born \_\_\_\_\_ and currently \_\_\_\_ years of age and SON ("SON"), born \_\_\_\_\_ and currently \_\_\_\_ years of age.
3. Pursuant to 750 ILCS 5/602.7, the parties acknowledge that they are each fit and proper parents to have Parental Responsibilities including significant decision making and allocation of parenting time.

4. MOTHER's residence address is: (address); phone number: (phone number); place of employment: (place of employment) and employment phone number: (employment phone number).
5. FATHER's residence address is: (address); phone number: (phone number); place of employment: (place of employment) and employment phone number: (employment phone number).
6. The parties expressly state that they have freely and voluntarily entered into this Final Parenting Plan of their own volition, free of any duress or coercion, and with full knowledge of each and every provision in this Final Parenting Plan and the consequences thereof. Each party states that he or she believes the provision set forth hereinafter for the allocation of parental responsibilities as to their minor child(ren) is in the best interests of the minor child(ren).
7. The parties have reached agreement regarding the child related issues in this cause and desire that said agreement be reduced to writing in this Allocation Judgment.

**IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED:**

**ARTICLE I**  
**ALLOCATION OF SIGNIFICANT**  
**DECISION-MAKING RESPONSIBILITIES**

The parents agree that each shall make decisions with regard to care taking functions as defined in 750 ILCS 5/600(c) during their parenting time as described below. The parties further agree that significant decisions, as defined in 750 ILCS 602.5(b) include those related to the minor child(ren)'s education, health, extracurricular and religion and shall be allocated as follows:

## **A. Education**

1. *Significant Decision-Making Responsibilities.* The parties shall be jointly responsible for major decisions relating to each minor child's education, subject to the following:
  - a. For the purpose of all State and Federal laws that require a designation or determination of custody, (PARENT) has been allocated the majority of parenting time and has the following address: (residence) (OR, For the purpose of all State and Federal laws that require a designation or determination of custody, the parties share an equal amount of time with the minor child(ren); (Parent)'s residence (state residence) shall be deemed the residence of the minor child(ren) for purposes of 105 ILCS 5/10-20.12b)).
  - b. The designation of a residence for school purposes as described above shall not affect parents' rights and responsibilities pursuant to this Parenting Plan.
2. *Parental Involvement:*
  - a. Each parent shall take the necessary actions with the school authorities of the schools in which each child is enrolled to:
    - i. List each parent as the children's parent;
    - ii. To direct each school and day care which each child attends at all times hereafter to release to the other parent any and all information concerning each child pursuant to and in accordance with Section 10-21.8 of the School Code, 105 I.L.C.S. 5/10-21.8.
  - b. To insure that each parent receives copies of any notices regarding each child if said notices are not otherwise forwarded by the school or daycare.
  - c. Each parent shall produce to the other parent, upon receipt thereof, any and all information received concerning parent-teacher meetings, school club meetings, school

programs, athletics schedules and any other school activities in which the minor child(ren) may be engaged or interested.

- d. Each parent shall furnish to the other, upon receipt thereof, a photocopy of each child's grade cards or report cards and copies of any other reports concerning each child's individual or joint status or progress, unless said reports are available electronically through the school.
- e. Each parent shall furnish to the other parent any passwords necessary to access on-line information about the minor child(ren) if the school only allows one account/ password per child.
- f. Each parent shall, when possible, arrange appointments for parent-teacher conferences at a time when the other parent can be present, and whenever possible they shall be attended by both parents.

## **B. Medical and Health Related Issues**

- 1. *Significant Decision-Making Responsibilities.* The parents shall be jointly responsible for major decisions relating to each minor child(ren)'s health, including, but not limited to, all decisions relating to medical, dental, and psychological needs of the child and to the treatment arising or resulting from those needs.
- 2. *Conduct of the Parties*
  - a. Each parent shall inform the other of any medical or health problems which arose while they had the minor child(ren) when the information of said medical or health problems could reasonably be found to aid the other parent in care and treatment of the children.
  - b. Each parent shall provide the other with all prescriptive medications, which the minor child(ren) are taking at the time of the transfer of the minor child(ren). If possible, the

medicine bottle/box, which provides the name of the medication, the dosage and frequency shall be transferred with the minor child.

- c. Each parent shall provide information to the other parent regarding the names, addresses, telephone numbers and other necessary facts concerning the providers of any dental, medical or mental health care providers to the minor child(ren).
- d. Each parent shall at all times conduct himself or herself in a manner which promotes the cooperation and involvement of the other parent on all matters which concern the dental, medical and health care of the minor child(ren), keeping in mind that the cooperation and involvement of both parents on issues regarding medical and health care of the children are in the best interests of the child(ren).

3. *Pediatrician (also add specialists if necessary)*. The minor child(ren) are currently under the care of (name of pediatrician or specialists) as their primary care giver. (or if specialist, list) The parents agree that the minor child(ren) shall continue to be treated by (name of doctor), unless both parties agree to seek an alternate provider or the provider is no longer available. In the event the parents elect an alternate provider or the provider is no longer available, (PARENT) shall choose the provider (or the parties shall agree on an alternate provider and in the event that they are unable to agree, they shall seek mediation pursuant to paragraph \_ herein.)

4. *Access to Medical, Dental and Psychological Records*. Each parent shall have the right to access the minor child(ren)'s medical, dental and psychological records (subject to the Mental Health and Developmental Disabilities Confidentiality Act). Each parent shall inform all medical, dental and mental health care professionals for the minor children that the

other parent may have access to the minor child(ren)'s medical, dental and mental health care records.

5. *Notification*

- a. Each parent shall immediately inform the other parent of any injury to or illness of the minor child(ren) that requires medical treatment other than routine medical attention. If the child is being taken to a medical facility for said injury and illness, the name and location of the facility shall be given to the other parent.
- b. (Optional) Each parent shall inform the other parent of any routine dental, medical or mental health appointments within 24 hours of scheduling the appointment. Each parent may attend all routine appointments.

6. *Treatment and Procedures*

- a. Elective medical treatment, including therapy and counseling, shall only be performed after agreement between both parents. The parents shall consult with the minor child(ren)'s primary care giver and give appropriate weight to his/her recommendations. Either parent may also seek a second opinion. In the event both parties cannot agree, said decision shall be submitted to mediation and, at the option of either party, to a Court of competent jurisdiction.
- b. Emergency surgery necessary for the preservation of a life or to prevent a further serious injury or condition may be performed without consultation with the parent who does not then have parenting time with the children when same is necessary for the preservation of life or to prevent a further serious injury, provided however, that if time permits, the other parent shall be consulted and in any event informed as soon as reasonably possible of said condition and all relative factors thereof.

7. *Insurance.* Whichever parent is required to provide Insurance for the child(ren) shall provide to (Parent) a copy of or a duplicate insurance card or document allowing that parent to take the minor child(ren) to the doctor or dentist.

### **C. Religion**

*Significant Decision-Making Responsibilities.* (This is only a sample paragraph – note that in accordance with 602.5, the court will not allocate any aspect of the child’s religious upbringing if it determines that the parents do not or did not have an express or implied agreement or if there has not been a course of conduct). FATHER was raised in (faith) faith and MOTHER was raised in the (faith) faith. The parents agree that the minor child(ren) will be raised in the (faith) faith. (Modify if necessary i.e. the children can go to two different churches etc.) The parents shall be jointly responsible for major decisions relating to the religion of the minor child(ren).

### **D. Extracurricular Activities and Lessons**

1. *Significant Decision-Making Responsibilities.* The parents shall be jointly responsible for significant decisions relating to each minor child(ren)’s participation in extracurricular activities. The parents shall take into consideration the minor child(ren)’s wishes, desires and aptitude for extracurricular activities.
2. *Conduct and Parenting Time.*
  - a. Each parent shall provide the other parent with the schedule(s) for the extracurricular activity.
  - b. Each parent shall provide the other parent with contact information for the instructor, teacher, coach etc.

- c. Each parent shall inform the instructor, teacher, coach etc. the of the other parent’s right to access information regarding the activity and communicate with the instructor, teacher, coach etc.
- d. Each parent may attend extracurricular activities of the minor child(ren).
- e. Each parent shall ensure that the minor child(ren) attends all practices, recitals, games etc. unless otherwise agreed.

**ARTICLE II**  
**ALLOCATION OF PARENTING TIME**

**A. Parenting Schedule**

Unless the parties otherwise mutually agree in writing, the allocation of Parenting Time shall be as follows:

1. *Weekly Schedule:*

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2. *Mother's Day/Father's Day:* Father shall have parenting time with the minor child(ren) every Father's Day and Mother shall have parenting time with the minor child(ren) every Mother's Day. Father's Day and Mother's Day shall be celebrated from 9:00 a.m. until 8:00 p.m. on that day.

3. *Spring Break*: (Parent) shall have in odd-numbered years and (Parent) shall have in even-numbered years parenting time for spring break. Spring break shall be defined as the day they get out of school at (time) until returning them to school on the next school day.
4. *Easter*: If Easter does not fall within spring break, (Parent) shall have in odd-numbered years (Parent) and shall have in even-numbered years parenting time on Easter from (time) until (time).
5. *Memorial Day*: (Parent) shall have in even-numbered years, and (Parent) shall have in odd-numbered years parenting time on Memorial Day from 8:00am on the holiday until delivery to school the next day, or if no school 8:00a.m.
6. *Summer*: Each party shall be entitled to two one-week periods of parenting time during the summer months. Each one-week period shall be defined as a seven-day period and shall include their weekend. Each party shall make the selection of their one-week periods in writing to the other party. In even-numbered years, (Parent) shall have priority of preferred dates, and in odd-numbered years, (Parent) shall have prior of preferred dates. The party with priority shall submit their selected weeks by \_\_\_\_\_ of each year, and the party without priority shall submit their weeks by \_\_\_\_\_ of each year.
7. *Independence Day*: (Parent) shall have in even-numbered years, and (Parent) shall have in odd-numbered years parenting time on Independence Day from noon on the Fourth of July until noon on the fifth of July.
8. *Labor Day*: (Parent) shall have in even-numbered years, and (Parent) shall have in odd-numbered years parenting time on Labor Day from 8:00am on the holiday until delivery to school the next day, or if no school 8:00a.m.

9. *Columbus Day*: (Parent) shall have in even-numbered years, and (Parent) shall have in odd-numbered years parenting time on Columbus Day.
10. *Veteran's Day*: (Parent) shall have in even-numbered years, and (Parent) shall have in odd-numbered years parenting time on Veteran's Day from 8:00am on the holiday until delivery to school the next day, or if no school 8:00a.m.
11. *Thanksgiving*: (parent) shall have in even-numbered years, and (Parent) shall have in odd-numbered years parenting time on the Wednesday after school until Thanksgiving Day at 6:00 p.m. (Parent ) shall have in even-numbered years, and shall (Parent) have in odd-numbered years parenting time on Thanksgiving Day at 6:00p.m. until Friday at 6:00p.m. at which time the weekly schedule shall commence.
12. *Christmas*: (Parent) shall have in even-numbered years, and (Parent) shall have in odd-numbered years parenting time on December 23 at 6:00pm until December 24 at 6:00pm. (Parent) shall have in even-numbered years, and (Parent) shall have in odd-numbered years parenting time on December 24 at 6:00pm until December 25 at 6:00pm.
13. *Winter Break*: The parties shall equally split winter break from school.

**B. Right of First Refusal**

1. The parents acknowledge that it is in the best interests of the minor child(ren) for there to be a first right of refusal pursuant to 750 ILCS 5/602.3. In the event either parent intends to leave the minor child(ren) with a substitute child-care provider for (state the specific significant period of time) or more hours during any of his or her assigned parenting time, that parent must first offer the other parent an opportunity to personally care for the minor child(ren).

2. The parent that cannot personally care for the minor child(ren) shall give the other parent notice of his or her scheduled absence immediately upon learning of it. That parent shall then have (number of hours/days/ or immediately) to accept or decline to care for the minor child(ren).
3. If a parent declines the right to care for minor child(ren) during the other parent's absence, it will still be the responsibility of the parent that normally had that parenting time to make suitable arrangements during his/her absence for the children's care.
4. The parent with the normal scheduled parenting time shall provide the transportation to and from the other parent's residence (or specific location). (Modify if necessary)
5. If the parent who would otherwise have parenting time will not be back to care for the minor child(ren) until after 9:00pm( modify if necessary) and the other parent has elected to accept the first right of refusal, then the first right of refusal shall extend into the next day until 8:00am (modify if necessary).

### **C. Change of Residence**

Either parent changing their residence shall provide at least 60 days prior written notice of the change to the other parent, unless such notice is impracticable or unless otherwise ordered by the court. If such notice is impracticable, written notice shall be given at the earliest date practicable. The notice shall contain (a) the intended date of the change of residence; and (b) the address of the new residence.

### **D. Transportation (750 ILCS 5/602.10(f)(10))**

1. The parents contemplate that the parent receiving the minor child(ren) for their parental allocation of time, shall provide the transportation.

2. Each parent shall provide the transportation of the minor child(ren) to school and all activities during their parental allocation of time.
3. Either parent may designate an agent with a valid driver's license, car insurance, and an age-appropriate car seat, to provide transportation of the minor child(ren) if they are otherwise unable to provide the transportation. Notice shall be given that an agent instead of the parent will be providing the transportation.

**E. Communication with minor child(ren) (750 ILCS 5/602.10(f)(11))**

Each parent shall be entitled to reasonable electronic (phone, text, email, skype/facetime and the like, etc.) contact with the minor children prior to 8:00 p.m. when the other parent has parenting time. Under no circumstances shall the child be prohibited from contacting the parent not then exercising parenting time. Neither party shall listen in on or otherwise eavesdrop on the conversation between a child or the children and the other parent. Voice mails left on the phones of a parent shall be returned within 24 hours of receipt of same.

**F. Future Relocation (750 ILCS 5/602.10(f)(12))**

1. If either parent plans to relocate, the parents shall comply with the provisions as set forth in 750 ILCS 5/609.2.
2. The term relocation as it pertains herein is defined as a change of residence from the child's current primary residence to a residence outside of the borders of Illinois that is more than 25 miles from the current primary residence or a change of residence within Illinois that is more than 50 miles from the child's primary residence.

**G. Modification (750 ILCS 5/602.10(f)(13))**

In the event that either parent wishes to modify this agreement, and mediation has failed if applicable, the parents shall comply with the provisions as set forth in 750 ILCS 5/610.5.

## H. Parental Duties

1. The parties acknowledge that they anticipate there will be times subsequent to the Judgment for Dissolution of Marriage in which the parties will be required to participate in family weddings, funerals and other special family functions. Each of the parties shall be entitled to have the minor child(ren) with them during such times as there are funerals, weddings or other special family events. The parties shall cooperate so as to allow the minor child(ren) to participate in the said family events.
2. The parties recognize that this schedule is subject to the activities of the minor child(ren), the parties' work schedule, etc. The parties shall be free to adjust the time allocation between them selves in order to facilitate the schedules of the parties.
3. That the holiday and special parenting time periods as set forth above shall take precedence over any of the other parenting time periods in the event of any conflict.
4. The parties shall adhere to the following rules with respect to the minor child(ren) :
  - a. Each parent shall refrain from discussing the conduct of the other parent in the presence of the minor child(ren) except in a laudatory or complimentary way, and each parent shall be responsible to remove the child from any situation in which the child is being exposed to others who are making negative or derogatory comments about the other child, including viewing such comments electronically or on social media.
  - b. Each parent shall refrain from discussing child support or any court proceedings in the presence of the minor child.
  - c. Parenting time with the minor child(ren) shall not be withheld because of the non-payment of child support. The payment of child support shall not be withheld because of the refusal of a parent to return the minor child(ren).

- d. Neither parent shall threaten to withhold the minor child(ren) or prevent or delay the return of the minor child(ren) to the other parent after a parenting time period.
- e. Each parent shall prepare the minor child(ren), both physically and mentally, for parenting time with the other parent. The minor child(ren) shall be available at the beginning of parenting time.
- f. Each parent shall advise the other parent as soon as possible if the parent is unable to exercise a planned parenting time with the minor child(ren).
- g. Both parents shall refrain from unreasonably questioning the minor child(ren) regarding the activities of the other parent.
- h. Either parent may temporarily take the minor child(ren) to another state for vacation or for other good reason.
- i. Each parent shall work with the other parent to arrange their schedules, which shall take into account the children's education, athletic and social activities as well as each parent's opinion regarding the best interest of the children and each parent's desire to independently interact with the children.
- j. Each parent shall take the children to extra-curricular activities that have been scheduled during their parenting time.
- k. Each parent may attend the children's planned school, athletic and social activities regardless of the allocation of parenting time.
- l. In the event either parent takes the children for an extended period to a location other than their residence, said parent shall inform the other parent of the children's whereabouts in writing with the name address, telephone number and all other relevant information concerning the person caring for the children.

- m. In the event either parent travels with the child, other than in an automobile, that parent shall advise the other of departure times, arrival times and mode of transportation including flight number, train number etc.
- n. Each of the parties shall keep the other party informed as to a day and night time telephone number where the minor child(ren) or the other party may be reached at their residential address.
- o. Neither party shall drink alcoholic beverages and drive thereafter with a child or the children in the vehicle. Neither party shall use a cell phone (Bluetooth excepted) or engage in text messaging while driving with a child or children in the vehicle. Neither parent shall drink excessively during their parenting time with the children.
- p. Neither party shall allow a child or the children to address anyone other than the parties as "mother" and "father," or any variations of those terms of address.
- q. The parties acknowledge that the minor children's surname is \_\_\_\_\_ and no other surname or hyphenated name shall be used either formally or informally in private or public school or any other records, appointments or reservations.

**I. Modification of Agreement**

The parties, by written agreement, shall have the right to alter, modify and otherwise arrange for other specific parenting time periods than those shown above, and on such terms and conditions as are conducive to the best interests and welfare of the minor. In the event a parenting time period is made unavailable by virtue of a serious illness or injury, the parties shall cooperate to implement a reasonable substitute parenting time period, bearing in mind the best interest of the minor child(ren).

## **J. Mediation**

1. If any conflicts arise between the parents as to any of the provisions of this Parenting Plan or to the implementation thereof, including but not limited to the reallocation of parenting time or allocation of parental responsibilities (if one parent has been assigned all parental responsibilities, then do not add last phrase) the complaining parent shall first notify the other parent in writing of the nature of the complaint and both parents shall make reasonable attempts to negotiate a settlement of the conflict.
2. Complaints shall be made in written form and given to or mailed to the other parent.
3. The parent receiving said complaint shall, reply to the complaint in a similar manner in written form. If the parents are unable to resolve their conflict within a reasonable period of time, not to exceed ten (10) days after delivery of the complaint to the other parent by the complaining parent either by mail or personal delivery, the parents agree to mediation of their conflict by an individual mutually agreeable at the time the conflict arises, in all matters which do not involve any immediate danger to the physical, psychological or emotional health of the minor child(ren).
4. In the event the parties are not able to agree to a mediator, the parties shall make application to the Circuit Court for the appointment of a mediator.
5. The cost of mediation shall be shared equally between the parties.
6. The parties may not seek redress from the Court on any issue covered by this Parenting Plan unless and until mediation has been attempted and the mediator agreed upon by the parents has certified that further attempts at mediation are not practical and are not likely to succeed, unless the dispute between the parents seriously endangers the physical, mental, moral or

emotional health of the minor child(ren), in which event the parents may proceed directly to the Circuit Court for emergency relief.

#### **K. Review of Agreement**

This Agreement shall be reviewed periodically by the parents, as may be necessitated by the age, school and extra-curricular activities of the child.

#### **L. Finality of Agreement**

This Parenting Plan shall be effective upon signature of both parties and entry of this Judgment pursuant to 750 ILCS 5/102-10 as an order of court. The parties stipulate and agree that the provisions of this Parenting Plan and Judgment are in the current best interests of the minor children. Further, upon advice of counsel, both parties understand that this is a final and appealable order pursuant to Supreme Court Rule 304(b) and they each acknowledge being advised of the legal ramifications of the finality of this order and understand Supreme Court Rule 304(b).

### **ARTICLE III** **DEFINITIONS**

- (a) "**Abuse**" has the meaning ascribed to that term in Section 103 of the Illinois Domestic Violence Act of 1986.
- (b) "**Allocation Judgment**" means a judgment allocating parental responsibilities.
- (c) "**Caretaking Functions**" means tasks that involve interaction with a child or that direct, arrange, and supervise the interaction with and care of a child provided by others, or for obtaining the resources allowing for the provision of these functions. The term includes, but is not limited to, the following:
  - (1) satisfying a child's nutritional needs; managing a child's bedtime and wake-up routines; caring for a child when the child is sick or injured; being

attentive to a child's personal hygiene needs, including washing, grooming, and dressing; playing with a child and ensuring the child attends scheduled extracurricular activities; protecting a child's physical safety; and providing transportation for a child;

(2) directing a child's various developmental needs, including the acquisition of motor and language skills, toilet training, self-confidence, and maturation;

(3) providing discipline, giving instruction in manners, assigning and supervising chores, and performing other tasks that attend to a child's needs for behavioral control and self-restraint;

(4) ensuring the child attends school, including remedial and special services appropriate to the child's needs and interests, communicating with teachers and counselors, and supervising homework;

(5) helping a child develop and maintain appropriate interpersonal relationships with peers, siblings, and other family members;

(6) ensuring the child attends medical appointments and is available for medical follow-up and meeting the medical needs of the child in the home;

(7) providing moral and ethical guidance for a child; and

(8) arranging alternative care for a child by a family member, babysitter, or other child care provider or facility, including investigating such alternatives, communicating with providers, and supervising such care.

(d) "**Parental Responsibilities**" means both parenting time and significant decision-making responsibilities with respect to a child.

- (e) "**Parenting Time**" means the time during which a parent is responsible for exercising caretaking functions and non-significant decision-making responsibilities with respect to the child.
- (f) "**Parenting Plan**" means a written agreement that allocates significant decision-making responsibilities, parenting time, or both.
- (g) "**Relocate**" or "**Relocation**" means:
- (1) to make a change of residence from the child's current primary residence located in the county of Cook, DuPage, Kane, Lake, McHenry, or Will to a new residence within this State that is more than 25 miles from the child's current residence;
  - (2) to make a change of residence from the child's current primary residence located in a county not listed in paragraph (1) to a new residence within this State that is more than 50 miles from the child's current primary residence; or
  - (3) to make a change of residence from the child's current primary residence to a residence outside the borders of this State that is more than 25 miles from the current primary residence.
- (h) "**Religious Upbringing**" means the choice of religion or denomination of a religion, religious schooling, religious training, or participation in religious customs or practices.
- (i) "**Restriction of Parenting Time**" means any limitation or condition placed on parenting time, including supervision.
- (j) "**Right of First Refusal**" has the meaning provided in subsection (b) of Section 602.3 of this Illinois Dissolution of Marriage Act.

(k) "**Significant Decision-Making**" means deciding issues of long-term importance in the life of a child.

(l) "**Step-parent**" means a person married to a child's parent, including a person married to the child's parent immediately prior to the parent's death.

(m) "**Supervision**" means the presence of a third party during a parent's exercise of Parenting Time.

Entered: \_\_\_\_\_

\_\_\_\_\_

Judge

\_\_\_\_\_

\_\_\_\_\_

(Parent), Petitioner

(Parent), Defendant