

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS.

IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT
KENDALL COUNTY, ILLINOIS

IN RE THE MARRIAGE OF)
)
██████████,)
)
 Petitioner,)
)
 and)
)
)
██████████,)
)
 Respondent.)

No. ██████████

ALLOCATION JUDGMENT
PARENTING PLAN AND ALLOCATION OF PARENTAL RESPONSIBILITIES

Petitioner, “MOTHER” and Respondent, “FATHER”, submit the following to the Court by agreement as a proposed plan and allocation of parental responsibilities. The terms to be incorporated in a subsequent Court Order are as follows:

WHEREAS, the parties were lawfully married on September 8, 2000 in Wheaton, Illinois.

WHEREAS, during the course of their marriage, two (2) children were born to the parties: M.R., born in 2002, now age 14, and M.R., born in 2005, now age 11; no children were adopted by them, and the Petitioner is not now pregnant.

WHEREAS, the Petitioner has filed against the Respondent an action for dissolution of marriage in the Circuit Court of Kendall County, case number ██████████, and that case remains pending and undetermined before this honorable court.

WHEREAS, the Petitioner has employed and had the benefit of counsel of JENNIFER S. WIESNER, as her attorney, and the Respondent is representing himself, pro se. The parties have been advised of their legal rights and responsibilities as parents of their minor children.

WHEREAS, the parties expressly state that they have freely and voluntarily entered into this Parenting Plan of their own volition, free of any duress or coercion, and with full knowledge

of each and every provision contained in this Parenting Plan and the consequences thereof. Each party states that he or she believes the provisions set forth hereinafter for the allocation of parental time and responsibilities as to their minor children are in the best interests of their minor children.

WHEREAS, each party expressly states that after carefully considering the terms of this Parenting Plan, state that they do not regard it to be unconscionable; and further intend to be bound by same.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual and several covenants herein contained, the parties do hereby freely and voluntarily agree by and between themselves as follows:

ARTICLE 1

ALLOCATION OF PARENTAL RESPONSIBILITIES

General Expressions of Intent

1. Both parties acknowledge that in matters of major concern (including, without limitation: education, religious training, extraordinary medical care and extra-curricular activities) they will consult with each other and make every effort to reach vital decisions jointly, and shall share in the joint allocation of parental responsibilities.
2. The parties agree that MOTHER shall be the majority parent, and be named residential parent of the minor child for purposes of school registration and anything else requiring said designation.
3. When the children are under the care of the MOTHER, she shall apprise the FATHER of the necessity of making such a vital decision and the FATHER shall do likewise when the need for a decision arises while the child is in his care. In case of emergency, where time does not allow consultation with the other parent, the parent with the physical possession of the child shall take whatever emergency action is necessary to meet the health care or other need. As soon as possible thereafter, the parent making such emergency decision will advise the other parent of same.

4. It is the intent of both MOTHER and FATHER to establish a relationship through this Agreement that gives the children the maximum love, respect and security they need to develop into happy and fulfilled adults.
5. Both parties agree that they shall set aside issues and feelings of mutual antipathy toward each other for the sake of cooperation in raising the children. Both parties want the other to have a continuing and deepening parental relationship with the children.
6. All provisions of this Agreement should thus be interpreted to facilitate and enhance a strong parental bond between the parties and their children.
7. Both parties shall participate in rearing and guiding the children, and to that end shall share all information in connection with medical, dental and psychological needs, as well as the children's' education and progress in school. Medical and school records for the children shall be made available to both parents, and both shall be notified of consultations and invited to confer with teachers, counselors or medical professionals concerning their education and health care.

Education

8. The parties agree that the children's residence address for purposes of school enrollment is currently [REDACTED], Joliet, Illinois. The parties agree that the residence address for the purposes of school enrollment will be with the MOTHER. Neither party shall remove the minor children from their current school district unless agreed to by the parties.
9. The parties agree that each parent shall be afforded access to the school and medical records of their minor children. The parties further agree that, to the extent required by either a school district in which the children are enrolled, or a provider of medical services to the minor children, either parent shall be authorized to (i) have access to

information concerning the child, and/or (ii) release information concerning the minor children to any third party.

10. That both parties shall have access to any and all information concerning parent-teacher meetings, school club meetings, school programs, athletics schedules and any other school activities in which the children may be engaged or interested.
11. Both parties shall have access to the children's report cards and any other reports concerning the children's status or progress and both parents shall have equal access to the same.
12. The parties agree to cooperate in the arrangement of appointments for parent-teacher conferences at times when both parents can be present, facilitating attendance by both parents whenever possible.
13. The parties shall cooperate in transferring the children's homework assignments during parenting times. The parent responsible for and in possession of the children, when the homework needs to be completed, shall be responsible for making sure the children complete the homework assignments.
14. Both parents will be involved in the discussions, considerations and decisions concerning the children's college/post high school education. The parents will consult with each other, and confer with the minor children regarding such choices, and no parent shall act unilaterally with respect to the minor children's college or post high school education.

Lessons and Extracurricular Activities

15. MOTHER and FATHER agree that the children should be involved in lessons and extracurricular activities. The parties further agree that they will share responsibility for Major Decisions relating to said lessons and extracurricular activities, subject to the

following terms and conditions:

A. Scheduling

1. Individual Lesson and Extracurricular Activities

a. Each parent shall have the right to schedule individual lessons and extracurricular activities and events for the children on his or her own parenting time.

b. Each parent will contact the other and obtain the other's approval prior to scheduling any individual lesson or activity for the children, which that parent has reason to believe, might occur during the other's parenting time; moreover, neither parent will promise or commit the children to any such lesson or activity until the parent whose approval is sought has, in fact, given such approval. The parent whose approval is sought shall not unreasonably withhold consent or approval.

c. The parties agree to split the cost of extracurricular activities to those activities the children are currently involved and any additional extracurricular activities to which they both agree that the children be involved in.

d. Each parent may enroll the children in an activity at their sole expense if the other does not agree so long as the activity is on their own parenting time and not conflicting with the other's parenting time.

2. Team Extracurricular Activities

a. Each parent shall exercise his/her best efforts to avoid scheduling team extracurricular activities for their children during the other parenting time, however, the parties agree and acknowledge that certain team activities in which

the children may participate in are likely to have practices, games, banquets, scheduled sessions or other team obligations which may fall during both parent's parenting time. With that understanding, each parent will exercise his/her best efforts to have the children promptly attend their scheduled activities.

B. Notification

Both parents shall be entitled to duplicate schedules and/or notification regarding the children's lessons and extracurricular activities, as follows:

1. Each parent will apprise the other, by e-mail or text within 48 hours of his/her receipt of any such information, of the name(s) and telephone number(s) of the children's instructors, coaches, and so forth.
2. Thereafter, each parent shall independently contact the instructor(s) coach(s) and others regarding the children's lesson and extra-curricular activities; and
3. Each parent shall familiarize himself/herself with the children's lesson and extra-curricular activities by discussing same directly with them.

C. Attendance/Contact with Instructors and Coaches

1. Both parents shall be welcome to attend any or all of the children's activities and/or lessons and to independently contact and confer with any of their instructors and/or coaches.
2. Both parents (and/or their then significant other, current spouse and/or members of extended family) shall be welcome to attend any and all practices, games, or other events relating to any extracurricular activity, however, at all such activities, MOTHER and FATHER shall exercise their best effort to maximize the

children's comfort, as appropriate, by maintaining a respectful distance between each other and each other's significant other and/ or current spouse.

Medical

16. The party who carries the health/medical/dental/prescription insurance for the minor children agrees to always provide current copies of the benefit card (insurance card) to the other parent, for times when the need to use same may occur when the child is spending time with that parent.
17. The parties agree that both parents shall promptly inform the other parent of any serious illness of the children requiring medical attention. Elective surgery is to be performed only after consultation with both parents. Emergency surgery necessary for preservation of life or to prevent further serious injury may be performed without consultation with the absent parent; provided however, the other parent shall be consulted where time permits; and shall in any event be informed as soon as possible.
18. For purposes of this Agreement, the term "extraordinary medical, dental, orthodontic, optical and psychological/psychiatric expenses" includes, but is not limited to, expenses incurred on behalf of a child for operations, treatments, medications and services requiring hospitalization or extended care and treatment; psychiatric or psychological care and treatment; orthodontia and major dental work; and the like. Said term shall not include expenses incurred for routine medical or dental examinations, services and treatments; for services and medications required in the treatment of common or minor accidents, illnesses or conditions.
19. The parties shall notify the other prior to incurring any extraordinary medical, dental, orthodontic, optical or psychological/psychiatric expenses on behalf of the children, provided that advance notification shall not be required in cases of emergency where delay may imperil the health or safety of the children. Except in cases of emergency, either party may obtain a second opinion, at his or her own expense, as to the medical,

dental, orthodontic, optical or psychological/psychiatric needs of the children. In the event the parties are unable to agree upon the extent of their respective obligations under this Article, upon the appropriate classification of a medical, dental, orthodontic, optical or psychological/psychiatric expense incurred on behalf of the children, or upon the medical, dental, orthodontic, optical or psychological/psychiatric needs of the children, whether prior to or subsequent to the incurring of such an expense, said issue shall be submitted to a court of competent jurisdiction for determination upon proper notice, petition and hearing.

20. Each parent shall inform the other of any medical or health problems arising while the children are in his/her physical custody when such information would aid the other parent in the child's care and treatment. Each parent shall provide the other with medications the children are taking (at time of transfer of custody) together with information sufficient to obtain refills thereof.
21. When requested, each parent shall provide to the other information re: names, addresses, telephone numbers, etc., re: providers of any medical or health care to the children.
22. Each party shall notify the other of any non-emergency medical or healthcare appointments made for the children within 48 hours of scheduling of same. Each party shall have the right to attend any or all of the children's medical or healthcare appointments.
23. Each parent shall always conduct himself/herself so as to promote the cooperation and involvement of the other on matters concerning the medical and health care of the children, as being in their best interests.

Miscellaneous

24. MOTHER shall retain the passports for the minor children so that each party may travel with the minor children. MOTHER shall provide the passports to FATHER upon his

request for the purposes of facilitating his travel with the minor children and MOTHER shall not unreasonably withhold her consent to allow FATHER to travel with the children.

25. The parties agree to allow and encourage the children to have daily telephone, FaceTime, Skype and/or access to Facebook (when appropriate) to contact the parent who is not primarily parenting them that day, and to promptly (and never more than by the end of that day) return any phone calls of the other parent who is wishing to speak with the children.

ARTICLE II

ALLOCATION OF PARENTING TIME

General Expressions of Intent

1. The parenting time of either parent does not have to take place in that parent's home.
2. Both parties shall be entitled parenting time, taking into account each parent's health, the parents' schedules, the children's desires, the children's health, the children's school and work schedule (if applicable), and the children's activities. It is further agreed that both parents will encourage the children to participate in such parenting time. The parenting time shall be flexible but shall primarily consist of the schedule attached below.
3. The parties stipulate that they will continue to live in the same residence upon entry of Judgment for Dissolution of Marriage, and share jointly in parenting time with the minor children. Once FATHER moves out of the residence, they shall re-visit the parenting time schedule.

Parenting time schedule

The parties agree that the Parties shall have the following periods of parenting time with the minor children:

4. FATHER shall enjoy Parenting time as follows:
- a. Alternating weekends beginning Friday after school, or by 5:00 p.m., whichever is earlier, and ending on Sunday evening by 7pm.
 - b. Two weeknights, to be determined a week prior, after school, or by 5:00pm, whichever is earlier, and ending the next morning drop off at school, or 9:00am during summer vacation, or anytime the children are not in school.
 - c. Any additional time mutually agreed upon between the parties.
 - d. MOTHER shall enjoy parenting time at all other times except for the Holidays as set forth below.

HOLIDAY	ODD YEARS	EVEN YEAR
Easter (9am to 2pm, 2pm to 9pm Easter Sunday)	FATHER (Easter morning)	MOTHER (Easter Morning)
Memorial Day (Monday 9am until Monday 9pm)	MOTHER	FATHER
Independence Day (9am to 9pm)	FATHER	MOTHER
Labor Day (Monday 9am until Monday 9pm)	MOTHER	FATHER
Thanksgiving Day (Thursday) (starting at 9 a.m.- ending at 5pm)	MOTHER	MOTHER
Thanksgiving Evening (Thursday at 5pm- whole next day)	FATHER	FATHER

Christmas Eve (Christmas Eve to 12:00pm Christmas Day)	MOTHER	MOTHER
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Christmas Day (Starting at 12:00pm Christmas Day)	FATHER	FATHER
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Birthdays (Both parents shall have time with their children on the child's respective birthday.)	FATHER/MOTHER	FATHER/MOTHER
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Halloween	MOTHER	FATHER
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4. In addition to each parent's regularly scheduled parenting time, each party shall be entitled to two (2) non-consecutive weeks of summer vacation parenting time with the minor children each summer. For purposes of this Agreement, a week shall be defined as from Sunday evening at 6:00 p.m. through Friday evening at 6:00 p.m. (which allows each parent to exercise regular weekend parenting time). If the extended period is attached to a holiday or special period, then the total consecutive days shall not exceed ten (10) days. The summer vacation parenting time shall be selected by each parent, in writing, with the right to select first to alternate between the parties, as follows: in even numbered years, MOTHER shall have the exclusive right to select her extended summer periods with the minor children first, and in odd numbered years, FATHER shall have the exclusive right to select his extended summer periods first. Each party's selection shall be provided to the other no later than June 1 each year.
5. MOTHER shall have parenting time on Mother's Day commencing at 6:00pm on the Saturday before Mother's Day through 6:00pm on Mother's Day. MOTHER shall have parenting time on MOTHER's birthday every year commencing at 9:00 a.m. to 8:00 p.m., unless otherwise agreed by parties. If MOTHER's birthday falls during the school year, she shall have parenting time from after school until 8:00pm.

6. FATHER shall have parenting time on Father's Day commencing at 6:00pm on the Saturday before Father's Day through 6:00pm on FATHER's Day. FATHER shall have parenting time on FATHER's birthday every year commencing at 9:00 a.m. until 8:00 p.m., unless otherwise agreed by parties. If FATHER'S birthday falls during the school year, he shall have parenting time from after school until 8:00pm.
7. *Winter Break.* The parties shall equally divide the minor children's Winter Break each year by equally dividing the total number of days of the school break, excluding 10:00 a.m. on December 24th through 10:00 a.m. on December 26th. For the purposes of this paragraph, a day shall be defined as from 6:00 p.m. to 6:00 p.m. the following day. MOTHER shall have the first half of the Winter Break in even numbered years and FATHER shall have the first half of the school break in odd numbered years. On New Year's Eve and Day, the minor children will be with whichever parent has them pursuant to the Winter Break Schedule.
8. *Spring Break.* For the purposes of this Agreement, the Spring Break vacation period shall be defined as from 6:00 p.m. Sunday through 6:00 p.m. Friday. This schedule allows each parent to attach their regular weekend parenting time to the Spring break vacation period, and prevents a parent from missing their regular weekend parenting time. The minor children shall be with MOTHER for Spring break in odd numbered years and with FATHER in even numbered years.
9. Each request for extended parenting time shall be responded to within 7 days of such request.
10. With respect to FATHER and MOTHER'S parenting time with the children, both parties shall cooperate in implementing such parenting time, and where necessary, be flexible and reasonable and accommodate the social, religious, school and extra-curricular commitments of the children, as well as consider the health of the children, as circumstances exist and reason dictates.

11. Rights of parenting time and rights of support shall be treated as independent covenants and shall be enforced accordingly.
12. The parties agree that neither parent will permanently move the children's residence more than 25 miles from the other parent unless agreed to by the parties or order of court.

ARTICLE III
MISCELLANEOUS PROVISIONS

General Rules of Parental Conduct

1. Both parties shall keep each other informed as to the exact place where each of them resides and the telephone numbers of their places of employment.
 - a. MOTHER's residence address is: [REDACTED], Joliet, Illinois
 - b. MOTHER's phone number is: [REDACTED]
 - c. MOTHER's place of employment: N/A
 - d. FATHER's residence address is: [REDACTED], Joliet, Illinois
 - e. FATHER's phone number is: [REDACTED]
 - f. FATHER's place of employment: [REDACTED]
2. If a parent wishes to change his or her residence address, the parent changing residences shall provide the other parent sixty (60) day notice of his or her intent to do so, unless such notice is impracticable or otherwise ordered by the Court. If such notice is impracticable, notices shall be given at the earliest date possible. Notice of intent to change personal residence shall contain the intended date of the change and the new residence address.
3. MOTHER and FATHER agree to adhere to the following rules with respect to the parenting of the minor children, their interaction with the minor children, and each other:
 - a. Each parent and third parties associated with each parent (i/e grandparents, aunts, uncles and friends) shall refrain from discussing the conduct of the

other (except in a laudatory or complimentary manner) in the presence of the children.

- b. Neither parent shall threaten to withhold parenting time from the other parent. Neither parent shall threaten to prevent or delay the return of the children to the other parent after parenting time periods.
- c. Each parent shall prepare the children both physically and mentally for parenting time with the other parent. The children shall be available at the time mutually agreed upon between the parties for the beginning of parenting time.
- d. Each parent shall advise the other parent as soon as possible, if unable to keep a planned parenting time.
- e. Neither parent shall unreasonably question the child regarding the activities of the other parent.
- f. Neither parent shall visit the children at unreasonable hours.
- g. Both parents shall work with each other to arrange parenting time schedules which accommodate the children's educational, athletic and social activities. Either parent may take the children to appropriately planned activities.
- h. Either parent may take the children temporarily to another state (for vacation or other good reason), with reasonable advance notice to the other parent, providing it is during their scheduled parenting time, or by agreement of the parties.
- i. If either parent takes the children for an extended period (in excess of 48 hours) to a place other than the parent's residence, he/she shall inform the other of the children's whereabouts and provide a telephone number to contact the children and the other parent in case of emergencies.
- j. Compensatory parenting time shall be arranged at the earliest practicable time for any parenting time missed through no fault of the parent.

- k. At all times, both parents shall conduct themselves so as to promote the beneficial effects of parenting time.
- l. Each parent shall refrain from discussing the conduct of the other parent in the presence of the children except in a laudable or praiseworthy way.
- m. No issues of child support, either as to amount, manner or transmission of payments, shall be raised within the presence or hearing of the minor children.
- n. The FATHER must provide 24 hours' notice if he must cancel his parenting time, if he fails to do so then he shall pay the expenses the MOTHER incurs as a result of this cancellation including, but not limited to, the cost of providing a babysitter. In the event of an emergency, the FATHER must notify the MOTHER, as soon as practicable, if he must cancel his parenting time.
- o. The MOTHER must provide 24 hours' notice if she must cancel her parenting time, if she fails to do so then she shall pay the expenses the FATHER incurs as a result of this cancellation including, but not limited to, the cost of providing a babysitter. In the event of an emergency, the MOTHER must notify the FATHER, as soon as practicable, if she must cancel her parenting time.
- p. In the event of remarriage of either MOTHER or FATHER, they agree that they will make known to their new spouse the conditions as set forth in this Parenting Plan, and that they will encourage their new spouse to act in accordance with the expectations set forth in the Parenting Plan.
- q. The party shall notify the other within 15 days of a change of employment.
- r. Neither party shall use alcohol or drugs prior to exercising parenting time. Neither party will drink excessively during parenting time.

Right of First Refusal

4. The parties agree that each shall have the right of first refusal to parenting time with the minor children when the other parent is unable to exercise his or her parenting time for any period in excess of eight (8) hours. Within 24 hours of determining that he or she cannot exercise his or her parenting time, the non-exercising parent shall contact the other parent via phone or text message, advising the other parent of the length of time the non-exercising parent requires child care. The parent notified shall respond via phone or text message as to his or her intentions to exercise his or her right of first refusal within 24 hours thereafter. In the even the notice required is impracticable, the notifying and responding parents shall provide notice and response as soon as in practicable under the circumstances.
5. The notice and response required pursuant to this Parenting Plan regarding the Right of First refusal shall include the length and kind of child care requirements invoking the Right of First Refusal, transportation requirements, if any, and any other provision related to the exercise of the Right of First Refusal necessary to protect and promote the best interests of the minor children.

ARTICLE IV **MEDIATION**

1. The parties acknowledge that they are attempting to resolve their differences through the use of this Parenting Plan. The parties shall periodically review the terms of this Parenting Plan either in person, by telephone, or by exchange of correspondence. If any changes are made to the agreement as a result of such review, or as a result of mediation as set forth below, such changes in the agreement shall be reduced to writing, signed by both parties and approved by the court. Absent the court's approval of changes to the Parenting Plan, an oral agreement between the parties that substantively modified this Parenting Plan shall be unenforceable and void.

2. If any conflicts arise between the parents as to any of the provisions of this Parenting Plan or the implementation thereof, or if either party seeks a reallocation of parenting time or parental responsibilities, the complaining parent or parent seeking reallocation shall first notify the other parent of the nature of the complaint or proposed reallocation, and both parents shall make a reasonable attempt to negotiate a settlement of the conflict. Wherever practicable under the circumstances, said complaint or reallocation proposal shall be made in written form, and given to, or emailed to, the other parent. The parent receiving said complaint or proposed reallocation shall, when practicable, reply to the complaint or proposed reallocation in a similar manner in written form.
3. If the parties are unable to resolve their conflict within a reasonable period of time, the parties agree to attend mediation of their conflict by a trained mediator. The fee (if any) for such matters shall be paid in the following manner: 50% shall be paid by FATHER and 50% shall be paid by MOTHER.
4. In the event any court of competent jurisdiction should determine that any portion or portions, or provision or provisions, of this Parenting Plan are void or unenforceable, said portion or portions, or provision or provisions, shall be stricken from the face of this Parenting Plan, but the balance of this Parenting Plan, and the terms and provisions thereof, shall remain in full force and effect.
5. This Parenting Plan shall be effective upon signature of both parties and entry of this Judgment pursuant to 750 ILCS 5/602.10 as an order of court. The parties stipulate and agree that the provisions of this Parenting Plan and Allocation Judgment are in the current best interest 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 ramification of the finality of this order and understand Supreme Court Rule 304(b).

PARENTS IN UNITY

_____, MOTHER

_____, FATHER

APPROVED AND ENTERED

DATE _____

JUDGE _____