

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

OR

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY – WHEATON, ILLINOIS

IN RE: THE MARRIAGE OF)
)
MOTHER,)
)
Petitioner,)
)
and) CASE No.19 D _____
FATHER,)
)
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 State of Illinois Public Act 099-0090 (“Act”), effective January 1, 2016, specifically Part VI of the Act entitled *ALLOCATION OF PARENTAL RESPONSIBILITIES* (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:

- A. _____ (“MOTHER”) and _____ (“FATHER”) were lawfully married in _____, _____ on the ____ day of _____, and their marriage was duly registered in the County of _____, State of _____.
- B. _____ 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.
- C. The parties have reached agreement regarding the child related issues in this cause and desire that said agreement be reduced to writing in the decretal portion of this Allocation Judgment.

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

ARTICLE I

MODIFIABILITY OF THIS ALLOCATION JUDGMENT

By the terms of this Allocation Judgment and Parenting Plan, it is the intention of the parties to resolve all issues of allocation of parental responsibilities, including allocation of parenting time. MOTHER and FATHER understand and acknowledge the terms and provisions of Section 5/610.5 of this Act (750 5/610.5) regarding the modifiability of this Allocation Judgment.

ARTICLE II

ALLOCATION OF SIGNIFICANT DECISION MAKING RESPONSIBILITIES

A. Parenting Responsibilities

MOTHER and FATHER shall have share parenting responsibilities for DAUGHTER and SON, subject to the specific terms, conditions, interpretations and definitions set forth in this Allocation Judgment and Parenting Plan.

B. Responsibility for Routine Daily Decisions

The parties agree that each parent shall have principal authority and responsibility for daily and ordinary supervision and care when a child or children is/are with that parent.

C. Responsibility for Significant Decision-Making Responsibilities

The parties agree that Significant Decisions (as defined by Section 602.5(b) of the Act) include those related to DAUGHTER's and SON's **Education** through high school, including choice of school and tutors; **Health**, including all decisions related to the medical, dental and psychological needs of the child(ren) and to the treatments arising or resulting from those needs; **Religion**, subject to the parties' agreement as set forth in the statute and **Extracurricular Activities**.

1. Education Through High School

The parties agree and acknowledge their intention to provide their children with the best possible educational opportunities. The parties shall be jointly responsible for major decisions relating to each child's secular education through high school, subject to the following terms and conditions:

a. Choice of School(s)

1. The children shall attend public school(s) for the school district in which MOTHER resides pursuant to the

designation set forth in Article IV herein under Section 606.10.

2. The parties further acknowledge and agree that the above designation for purposes of school registration shall not be construed in any way against or in favor of either parent and shall be without precedential value or prejudice of any kind in any future litigation between the parties. This provision shall be interposed as a defense to any attempt to otherwise misconstrue the intention of the parties in the statutory accommodation of administrative requirements.
3. The children shall only attend private school(s) if both parents agree as to the choice of and allocation of responsibility for payment of expenses for any particular private school or program.

b. Other Major Decisions

Both parents shall share responsibility for all other major decisions relating to DAUGHTER's and SON's education through high school.

c. Parental Involvement

Both parents agree that parental involvement in the educational process is critical to and in DAUGHTER's and SON's best interests; accordingly:

1. Both parents shall be entitled to duplicate originals of each child's school records (including but not limited to grade reports) and each parent shall independently contact the school to obtain said duplicate originals. In the event either child's school will not cooperate in this regard, or the

children are sent home with notes from any teacher or other school personnel related to the children or school activities, then MOTHER shall timely provide these materials to FATHER (i.e., within two days of her receipt of same)-except in cases of emergency (i.e., the event to which the notice refers occurs within said two day window).

2. Both parents shall be listed on the school's "Emergency List" and shall be notified by the school in the event of an emergency involving either DAUGHTER or SON.
3. The email address and address and telephone number of both parents shall be dually listed in the school telephone directories.
4. Each of the parents shall have the equal right to confer with teachers and counselors concerning each child's education and other activities, however, each parent may separately schedule such conferences, subject to the administrative procedures and policies of the school.

2. Religion

FATHER was raised in a _____ household and MOTHER is of the _____ faith. MOTHER and FATHER agree and acknowledge that DAUGHTER and SON will continue to be reared in the _____ faith. Each parent accepts the ongoing obligation to provide positive and meaningful religious experiences for their children. The parties further agree that DAUGHTER and SON shall be raised to understand and respect the faiths of both their parents, and that each parent shall be expected and entitled to share his and her respective religious observances, practices and heritages with their children.

3. Extracurricular Activities and Lessons

MOTHER and FATHER agree that it is in the best interests of their children to be involved in extracurricular activities, and the parties further agree that they, after considering each child's aptitudes and preferences, shall jointly make all Major Decisions relating to their lessons and extracurricular activities, subject to the following terms and conditions:

a. Payment for Lessons and Extracurricular Activities

The issue of allocation of payment for DAUGHTER's and SON's lessons and extracurricular activities shall be addressed in the parties' Marital Settlement Agreement.

b. Substantial Weight and Consideration to DAUGHTER's and SON's Aptitudes and Preference(s)

1. The parties specifically agree that each will give substantial weight and consideration to DAUGHTER's and SON's aptitudes and expressed and specific preferences in the selection of any and extracurricular activities, whether individual or group or team.
2. Where possible, it is expected that DAUGHTER and SON will continue to be enrolled in all the individual and team extracurricular activities in which each is currently enrolled or in which each currently participates.

c. Scheduling

1. Individual Lessons and Extracurricular Activities

- a. Each parent shall have the right to schedule **individual** lessons and extracurricular activities and events for DAUGHTER, SON or both during 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 DAUGHTER or SON which - that parent has reason to believe - might occur during the other's parenting time; moreover, neither parent will promise or commit DAUGHTER or SON to any such lesson or activity until the parent whose approval is sought has, in fact, approved.

2. **Team/Group Extracurricular Activities**

- a. The parties agree that it is in DAUGHTER's and SON's best interest not to be "overscheduled"; accordingly, unless otherwise agreed, each child shall be enrolled and participate in no more than two (2) concurrent **TEAM/GROUP** extracurricular activities/ongoing group lessons **per season, of which each parent shall be entitled to choose one.**
- b. The parties agree and acknowledge that certain team/group activities or lessons in which DAUGHTER or SON may participate are likely to have practices, games or other scheduled sessions which may fall during both parents' parenting time. With that understanding, each parent will exercise his/her best efforts to have DAUGHTER and SON **promptly** attend her/his/their scheduled activities.

d. **Notification**

1. Each parent will apprise the other – by e-mail or telefax within 48 hours of his or her receipt of any such information - of the name(s) and telephone number(s) of DAUGHTER's and SON's instructors, coaches, and so forth.
2. Thereafter, each parent shall be encouraged to independently contact the instructor(s), coach(es) and others regarding each child's lessons and extra-curricular activities.
3. Both parents shall be entitled to duplicate schedules and notifications regarding each child's lessons and extracurricular activities. In the event duplicates are not available, then the parent in receipt of such schedule or notification shall timely provide these materials to the other parent (i.e., within two (2) days of her/his receipt of same).
4. Each parent shall familiarize himself/herself with each child's lessons and extra-curricular activities by discussing same directly with him or her.

e. Attendance/Contact with Instructors and Coaches

1. Both parents shall be welcome to attend any or all of DAUGHTER's and SON's activities and lessons and to independently contact and confer with any of her/their instructors and coaches.
2. Both parents (as well as their then significant others, current spouses and members of extended family) shall be welcome to attend any and all practices, games or other events relating to an extracurricular activity, however, at all such activities, MOTHER and FATHER shall exercise their best efforts to maximize each child's comfort, as appropriate, by maintaining a respectful distance between each other and each other's significant other or current spouse.

f. Other Provisions

1. Both parents shall be listed on each activity's "Emergency List", if any, and shall be notified in the event of an emergency involving DAUGHTER or SON;
2. The email address and address and telephone number of both parents shall be duly listed on each activity's telephone directory, if any.

g. Summer Camp

MOTHER and FATHER agree to the following protocol regarding summer camp:

1. Unless the parties specifically agree otherwise – neither DAUGHTER nor SON will attend more than four (4) weeks of camp in any given summer. In determining the number of weeks the children shall attend camp, the parties shall consider each child's preferences, age and maturity.
2. Each parent may separately investigate the details (i.e., affiliation, programming, location, cost, bus routes, transportation, etc.) for any summer camp program which she or he believes may be appropriate for DAUGHTER, SON or both.
3. The parties shall share all such information between themselves, and each shall be encouraged to directly contact any program or camp suggested by either.

4. In the event the parties are unable to agree on terms related to summer camp, then MOTHER shall make the final choice.
5. **To assure that camp registration proceeds smoothly, all summer camp scheduling shall be completed not later than March 1st of each year or thirty days before the deadline for the camp's registration, whichever is earlier to occur.**
6. The issue of allocation of payment for the children's summer camp(s) shall be and is addressed in the parties' Marital Settlement Agreement.

4. **Medical and Health Related Issues**

MOTHER and FATHER agree that they will share responsibility for major decisions relating to DAUGHTER's and SON's health care, subject to the following terms and conditions:

a. Conduct of the Parties

The parties shall conduct themselves in a manner which promotes the cooperation and involvement of the other party on any matters which concern a child's medical, health or other care, bearing in mind that the cooperation and involvement of both parties on issues regarding such care is in the best interests of their children.

b. Choice of Care Providers

Unless both parties agree otherwise in writing, DAUGHTER and SON shall continue to be treated by their current care providers, or in the event their current care providers are no longer available to provide services or are no longer affiliated with the medical insurance plan under which DAUGHTER and SON are covered, then DAUGHTER and SON will be treated by care providers who practice as part of or are otherwise affiliated with the medical insurance plan under which DAUGHTER and SON are covered.

c. Access to Health Care Providers and Medical and Dental Records

Each parent shall have access to DAUGHTER's and SON's health care providers and medical and dental records, and each parent will provide the other with the names, addresses, telephone numbers, and any other relevant information necessary to access the providers of any health, psychological, dental or other care to their children.

d. Notification of Injury/Illness

Each party shall immediately inform the other of any injury to or illness of DAUGHTER and SON which requires other than routine medical attention.

e. Therapy/Counseling for DAUGHTER and SON

1. DAUGHTER and SON shall continue to attend sessions with their current counselor/therapist for so long as either child or both children express an interest in continuing counseling or therapy, or either parent, a child's primary teacher(s) or pediatrician recommend(s) that the child or children may continue to benefit from counseling, therapy or both.

2. In the event the children are unable to continue with their current counselor/therapist, the parties shall attempt to agree on the selection of a counselor/therapist, however, in the event the parties cannot agree, then the parties shall seek referrals from credible sources including but not limited to the child's pediatrician. In the event the parties are unable to agree and an impasse is reached, then the parties shall submit the matter to mediation pursuant to the terms and conditions set forth in Article VII herein.
3. The parties will cooperate with the therapist and meet with him or her if the therapist so requests.
4. The parties specifically agree and acknowledge that DAUGHTER and SON shall have a confidential relationship with any treating counselor or therapist, none of whom shall be named as a witness nor shall participate in any way in connection with any litigation, pending or future, between the parties.

f. Medical/Dental/Mental Health Appointments

MOTHER and FATHER agree to the follow protocol regarding DAUGHTER's and SON's medical/dental/mental health appointments; accordingly:

1. Unless otherwise agreed by the parties, MOTHER may arrange for all routine medical, dental and other health care appointments for DAUGHTER and SON and, to the extent practicable subject to a physician's availability.
2. Routine appointments (i.e., wellness appointments, including but not limited to vaccinations, check-ups, immunizations, bi-annual dental cleanings and check-up, routine orthodontic appointments and other non-

emergencies) shall be scheduled at the earliest convenient date; MOTHER shall keep FATHER advised as to same.

3. Non-routine procedures (including appointments for treatments and testing) for DAUGHTER and SON which can be scheduled shall be scheduled at a time and date when both parties can attend. Subject to the availability of the care provider(s), MOTHER shall coordinate the scheduling of all non-routine medical, dental, mental health, orthodontic, ophthalmological and optometric appointments with FATHER. The parties agree to maximize DAUGHTER's and SON's comfort by respecting each other's private time with each child.
4. During all such medical appointments, MOTHER and FATHER agree to conduct themselves with the utmost decorum and discretion.

g. Major Medical Procedures

1. Emergency medical procedures deemed necessary for the preservation of life or for the prevention of a further serious injury or illness may be authorized by the parent who is in physical possession of DAUGHTER, SON or both at the time, provided that all reasonable efforts shall be made to inform the other parent as soon as reasonably possible.
2. Elective major medical procedures shall only be performed with the consent of both parents, in accordance with the advice and recommendation(s) of DAUGHTER's and SON's physician(s)/pediatrician(s)/medical provider(s).
3. Each party reserves the right to **timely** obtain a second opinion in connection with DAUGHTER's and SON's medical and dental care. Upon reasonable notice, the parties shall cooperate in making DAUGHTER, SON or both available with regard to same.

4. In the event the parties are unable to agree as to any issue, then that issue or issues shall be referred to mediation pursuant to the terms and conditions of Article VII herein.

h. Prescriptions

Each party shall provide the other with any medically prescribed instructions for care and medications which DAUGHTER, SON or both is/are taking at the time of the transfer of physical possession, and with sufficient information to allow the parent assuming such possession to continue any such instructions for care and to obtain refills of that medication. During his or her time with DAUGHTER, SON or both, each parent shall strictly follow the advice and direction of each child's pediatrician(s), physician(s) and medical providers, including but not limited to insuring that DAUGHTER, SON or both take any and all prescribed medications with strict adherence to recommended times and dosages.

i. Parenting Time When DAUGHTER, SON or Both is/are Ill

Recognizing the importance of maximizing DAUGHTER's and SON's comfort and the value of each of parents to each child, the parties agree:

1. Each shall have access to and be able to visit with DAUGHTER, SON or both in the event either is hospitalized for any reason. MOTHER and FATHER will exercise her/his best efforts to arrange for each parent to spend time alone with DAUGHTER, SON or both during such occasions.
2. Unless the parties otherwise agree, routine illness (e.g., colds, sniffles, etc.) shall not be deemed sufficient cause to interrupt the parenting schedule set forth herein, however, the parties agree to be sensible and sensitive to each child's comfort when she/they is/are suffering or recuperating from illnesses that require bed rest (i.e., flu, temperatures of 100 degrees or more, etc.).

D. Obligation to Notify

1. E-mail shall be the preferred method of communication (or text messaging when time is of the essence) and each parent shall give the other his/her e-mail address. In addition, each party shall give the other party one telephone number (preferably a cellular number) at which he or she can be reached or at which number a voice or text message can be left; and
2. In the event a parent successfully sends an e-mail which requests information, assistance or assent from the other parent and the other parent does not reply within forty eight hours, the party requesting said information etc. shall telephone the other parent; if the other parent does not reply to either the original request or the subsequent call within the ensuing forty eight hours, then the parent who sent the original e-mail and made the subsequent call shall be free to exercise his or her own judgment regarding the issue(s) which were the subject of said e-mail and phone call.
3. Each party is under a continuing affirmative obligation to provide the other with any update(s) as well as change(s) to said e-mail address and said one telephone number; and
4. Unless otherwise specified in this Agreement, if and when a party telephones, leaves a message or both at the other's specified telephone number, the first party's obligation to notify and contact the other shall be deemed satisfied.

E. Telephone Access

1. Each parent shall at all times have reasonable telephone access to DAUGHTER and SON, who shall at all times have reasonable telephone access to both their parents, and neither parent shall interfere therewith

2. Each parent shall have an answering machine or voice mail and, if either parent takes a message from the other, the parent taking the message shall inform DAUGHTER or SON of the call and shall encourage each to promptly return the other parent's call.

F. Attendance at Social Functions/Gifts

Unless the parties otherwise agree, when DAUGHTER or SON is invited to attend a social function (e.g., the birthday party of a classmate, etc.), the parent having the child(ren) on the day of the function shall be responsible for taking the steps necessary to have her/them attend said function (e.g., purchasing and wrapping the gift, arranging for transportation, etc.). Each party shall provide the other reasonable advance notice of coming social functions (i.e., as soon as he/she receives notification so that each party knows in advance of any such function and is not surprised on the morning of said function).

ARTICLE III

ALLOCATION OF PARENTING TIME

A. MOTHER's Parenting Time

MOTHER shall have parenting time with DAUGHTER and SON except when FATHER has parenting time with DAUGHTER and SON.

B. FATHER's Regular Parenting Time

Unless and except as the parties otherwise agree, FATHER shall have Regular Parenting Time as follows:

1. Alternate Weekends, from Thursday at 4:30 p.m. through Sunday evening at 8:00 p.m. and
2. Each Tuesday, with DAUGHTER and SON , from 5:30 p.m. through delivery to school on Wednesday morning.

C. Driving Arrangements

1. Each parent shall be responsible for picking up the children at the start of his or her parenting time.
2. In the event FATHER, MOTHER or both is/are unable to physically pick up or deliver a child or children, then DAUGHTER, SON or both may be transported by a member of a party's extended family, or other trusted third party known to the child(ren). Each party shall provide the other with the name(s) of said trusted third parties, but need not identify which trusted third party will be picking up or delivering a child(ren) on any specific date or time.
3. If a parent (or trusted third party as set forth above) will be late in picking up or delivering the child(ren) whether to home, school or activities – within ten minutes of realizing she or he will be delayed – she or he will notify the parent who is expecting the pick-up or delivery and advise as to the estimated time of arrival.

D. Good Faith Flexibility

The parties agree and acknowledge it is in the best interests of all concerned that both parents have close, continuing contact with DAUGHTER and SON and that the structured allocation of parenting time set forth in Section B of this Article is important. Nonetheless, the parties also recognize that good faith flexibility on the part of both parties and each child will likely be required from time to time, including but not limited to the following circumstances:

1. Advance Notice

FATHER will telephone and or otherwise inform MOTHER if he will be unable to be with DAUGHTER or SON during his parenting time. Such notice shall be given as soon as he becomes aware of any conflict, but at least 24 hours in advance, or, in emergency situations, as soon as possible.

2. Unusual Events

- a. “Unusual Events” shall be defined for purposes of this Agreement as one-time or extraordinary events that cannot be rescheduled and over which a party has no control, including but not limited to weddings, funerals, family reunions and family celebrations.
- b. The parties agree and acknowledge that it is in DAUGHTER’s and SON’s best interests to attend such Unusual Events, and – except in the case of an existing and unavoidable scheduling conflict - MOTHER and FATHER each agree to allow DAUGHTER, SON or both to attend such Unusual Events.
- c. Unless the parties otherwise agree, no make-up time will be had for DAUGHTER’s and SON’s attendance at said Unusual Event(s).

3. Right of First Refusal

In the event either parent is out-of-town or otherwise unavailable for a period of twenty-four (24) or more hours during any of his or her assigned parenting time, the other parent shall have the right to care for DAUGHTER and SON during the assigned parent's absence. The parent who will be out-of-town or otherwise unavailable shall give the other parent notice of his or her scheduled absence immediately upon learning of same. If a parent declines the right to care for DAUGHTER and SON during the other parent's absence, it will still be the responsibility of the parent who will be out-of-town to make suitable arrangements during his/her absence for the children’s care.

4. Flexibility as to Each Parent and His/Her Work Related Obligations

The parties agree and acknowledge the following:

- a. that, by their nature, FATHER' schedule and work related demands may be variable and often unpredictable,
- b. that if either parent's work schedule necessitates a change in the time he or she commences or exercises parenting time, then that parent shall advise the other at the earliest possible opportunity and that parent will exercise his/her best efforts to accommodate said changes;
- c. that each party will use his/her best efforts to arrange for make-up parenting time if a parent's parenting time is substantially shortened as a result of work related conflicts.

5. Flexibility for the Children

- a. DAUGHTER and SON shall have the right **and obligation** to *timely* raise and discuss any requested changes, modifications to as well as deviations from the Parenting Schedule *directly with the parent to whom the time is allocated*.
- b. Both MOTHER and FATHER shall accord each of their children respect and flexibility in connection with the above. The parties will exercise his/her best efforts to agree to and accommodate DAUGHTER's as well as SON's timely, direct and reasonable requests and neither parent will unreasonably withhold consent to same.

E. Holidays

Unless the parties otherwise agree, the parties agree that a parent shall have the right to be with DAUGHTER and SON during holidays, vacations and birthdays according to the following schedule:

HOLIDAY	MOTHER	FATHER
<p>Easter Sunday From 9:00 a.m. until delivery to school on Monday</p>	<p>ALL YEARS</p>	
<p>Passover First Seder through the morning following the Second Seder.</p>		<p>ALL YEARS</p>
<p>Spring Break Subject to the above allocation of Easter Sunday and Passover, defined as the five day school vacation plus the weekend preceding or following Spring Break.</p>	<p>EVEN YEARS</p>	<p>ODD YEARS</p>

HOLIDAY	MOTHER	FATHER
<p>Mother's Day From 9:00 a.m. until delivery to school on Monday</p>	<p>ALL YEARS</p>	
<p>Memorial Day Weekend From Friday pick up from school until Monday night at 8:00 p.m.</p>	<p>EVEN YEARS</p>	<p>ODD YEARS</p>
<p>Father's Day From 9:00 a.m. until delivery to school on Monday</p>		<p>ALL YEARS</p>

<p>Independence Day</p> <p>When July 4th falls on Thursday: From Wednesday July 3rd at 5:30 thru Sunday July 7th at 8:00 p.m.</p> <p>When July 4th falls on Friday: From Thursday July 3rd at 5:30 thru Sunday July 6th at 8:00 p.m.</p> <p>When July 4th falls on Saturday or Sunday From Friday at 5:30 thru Monday at 8:00 p.m.</p> <p>When July 4th falls on Monday From Friday at 5:30 p.m. thru Monday at 8:00 p.m.</p> <p>When July 4th falls on Tuesday From Friday at 5:30 p.m. thru Tuesday at 8:00 p.m.</p>	<p>EVEN YEARS</p>	<p>ODD YEARS</p>
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HOLIDAY	MOTHER	FATHER
<p>When July 4th falls on Wednesday</p> <p>From Tuesday at 5:30 p.m. thru Thursday at 8:00 p.m.</p>		
<p>Labor Day Weekend</p> <p>From Friday pick up from school until Monday night at 8:00 p.m.</p>	<p>ODD YEARS</p>	<p>EVEN YEARS</p>
<p>Rosh Hashanah</p> <p>From 3:30 p.m. on Erev Rosh Hashanah through 9:00 a.m. following the 2nd day.</p> <p>Yom Kippur</p> <p>From 3:30 p.m. on Kol Nidre (the night before) through the Break-the-Fast until 10:00 a.m. the following morning</p>		<p>ALL YEARS</p>

HOLIDAY	MOTHER	FATHER
Thanksgiving Weekend From after school on Wednesday until Sunday at 7:00 p.m..	EVEN YEARS	ODD YEARS

HOLIDAY	MOTHER	FATHER
<p>Winter Break</p> <p>Winter Break defined as after school on the last day before vacation until delivery to school the first day following vacation</p> <p>First Half (to include Xmas Day)</p> <p>From after school through 12:00 noon on the midpoint day of Winter Break (If the midpoint falls on 12.25, then through 12:00 noon on 12.26)</p> <p>Second Half (to include New Year's)</p> <p>From 12:00 noon on the midpoint day of Winter Break until delivery to school the first day following vacation.</p>	<p>ALL YEARS</p>	<p>ALL YEARS</p>

HOLIDAY	MOTHER	FATHER
<p>MOTHER's Birthday</p> <p>From 9:00 a.m. until the following morning delivery to school</p>	<p>ALL YEARS</p>	
<p>FATHER' Birthday</p> <p>From 9:00 a.m. the night before until the following morning delivery to school</p>		<p>ALL YEARS</p>
<p>DAUGHTER's and SON's Birthdays</p> <p>Unless the parties agree to have one party, each year, the parent having the children shall host a birthday party for the child's friends.</p> <p>Either or both parents shall be entitled to have his or her own birthday celebrations for extended family members on his or her scheduled weekend.</p>	<p>DAUGHTER: ODD YEARS</p> <p>SON: EVEN YEARS</p>	<p>DAUGHTER: EVEN YEARS</p> <p>SON: ODD YEARS</p>

HOLIDAY	MOTHER	FATHER
<p>Other School Holidays (Not listed above)</p> <ol style="list-style-type: none"> <li data-bbox="321 583 1474 709">1. This provision contemplates holidays such as Martin Luther King’s Birthday, President’s Day as well as any other school holiday which fall on a Friday or a Monday. <li data-bbox="321 800 1474 926">2. If a School Holiday immediately precedes or follows a weekend to which a party is entitled, then that weekend may be extended to include the Official or School Holiday. 		

F. Vacation and Travel

1. Summer Vacation

In addition to the parenting time set forth in the above Holiday Schedule, MOTHER and FATHER shall each have DAUGHTER and SON with him/her for up to three (3) weeks each summer, subject to the following terms and provisions:

a. Definitions

For purposes of this Agreement:

1. “Summer Break”

“Summer Break” shall be defined as the period commencing after school on the last day of school in the summer until four (4) days prior to the first day of school in

the fall. The children shall ALWAYS be with MOTHER for the four days prior to the first day of school in the fall.

2. **“Exclusive Parenting Time”**

This summer vacation time shall be deemed to be “Exclusive Parenting Time” between a parent and child, whether a parent is in town or out of town, but “Exclusive Parenting Time” shall not be deemed to interfere with or otherwise compromise either parent’s right to reasonable telephone contact with the children.

3. **“Vacation Week”**

Each “Vacation Week” shall be defined as five days plus a contiguous Saturday/Sunday to which the parent is already entitled.

Illustration: To minimize the likelihood of 3+ sequential weekends without a parent being with the children, the parties agree that in the event a parent wishes to take an extended trip with the children, the parent would take twelve consecutive days (i.e., 5 days before a Saturday/Sunday to which the parent is entitled + Saturday/Sunday + the 5 days after).

b. Notice

Each party shall provide the other with written notice of vacation dates not later than April 1st of each year. In the event there is a conflict:

1. FATHER’s choice will have priority in odd numbered years; MOTHER’s choice will have priority in even numbered years; and

2. In the event a party fails to give written notice of his or her plans, then the choice of the other party shall have first priority.

2. General rules pertaining to vacation and travel

- a. Neither party shall schedule a vacation or trip with DAUGHTER and SON during the other party's holiday period with the children, unless the parties otherwise agree;
- b. During all travel with DAUGHTER and SON, the parties shall provide each other - as soon as practicable, but preferably not less than fourteen days in advance - with full information as to their itineraries, and with telephone numbers where the children will be staying; and each parent shall be entitled to reasonable telephone access with DAUGHTER and SON and the other parent will cooperate.
- c. Each party shall be entitled to travel with DAUGHTER and SON within and outside the borders of the United States. Both parties shall timely execute all documents necessary to permit DAUGHTER and SON to travel outside the United States, and neither party will unreasonably withhold said consent.
- d. MOTHER shall hold DAUGHTER's and SON's passports. Upon FATHER's request, MOTHER shall provide the children's passports to FATHER not less than seven days prior to travel with the children out of the country; upon his return to the country, FATHER shall provide said passports to MOTHER.

G. Preparation of Annual Schedule

1. Intention of the Parties

The parties acknowledge and agree that each parent should not be separated from their children for lengthy periods and that each will use best efforts to avoid having the children spend three weekends in a row with only one parent.

2. Annual Schedule

Upon the entry of this Custody Judgment and, thereafter, at the beginning of each academic year (or as soon as the school calendar for the following academic year is available), the parties will prepare an annual calendar allocating parenting time to the parties (in different color markers, if possible), in the following order:

a. **Holidays** (pursuant to the terms and conditions of the chart in Article III, Section E), and holiday, vacation and birthday schedules shall take precedence over regular parenting time.

b. **Allocation of Parenting Time** (pursuant to the terms and conditions of Article III, Sections A and B).

c. Intention to Avoid Three (3) Weekends in a Row

During the preparation of the annual schedule, if for any reason, it appears that a parent would have three weekends in a row with the children, then the parties shall adjust the schedule to avoid same.

H. Additional Parenting Time

Either party may have additional time with DAUGHTER and SON by mutual agreement of the parties, which need not be ratified by further Order of Court.

ARTICLE IV

DESIGNATION OF CUSTODIAN FOR PURPOSES OF OTHER STATUTES

PURSUANT TO SECTION 606.10 OF THE ACT (750 ILCS 5/606.10)

Section 606.10 provides: Solely for the purposes of all State and federal statutes that require a designation or determination of custody or a custodian, a parenting plan SHALL designate the parent who is allocated the majority of parenting time. This designation SHALL NOT affect parents' rights and responsibilities under the parenting plan. For purposes of Section 10-20.12b of the School Code only, the parent with the majority of parenting time is considered to have legal custody.

ARTICLE V RELOCATION

A. Intention of the Parties

While the parties anticipate that each will continue to reside within reasonable proximity of each other in the State of Illinois, in the event either party seeks to permanently relocate DAUGHTER or SON from the State of Illinois, the parties acknowledge the statutory definition of "Relocation" set forth in Section 600(g) of the Act (750 ILCS 5/600(g)) and the applicability of Section 5/609.2 of Act (750 ILCS 5/609.2).

B. Statutory Definition of "Relocation" (750 ILCS 5/600(g))

- (1) a change of residence from the child's current primary residence located in the county of Cook, DuPage, Kane, Law, McHenry or Will to a new residence within this State that is more than 25 miles from the child's current residence;
- (2) 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) 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.

C. Compliance with Procedural Requirements

FATHER and MOTHER understand and shall comply with the following terms and provisions of Section 609.2 (750 ILCS 5/609.2), specifically (and with emphasis added):

1. A parent intending a “relocation” as defined above **must** provide **Written Notice** (“**Written Notice**”) of the relocation to the other parent under the parenting plan or allocation judgment. A copy of the notice required under this Section shall be filed with the clerk of the circuit court.

2. The parent intending relocation must provide at least 60 days **Written Notice** before the relocation unless such notice is impracticable (in which case **Written Notice** shall be given at the earliest date practicable) or unless otherwise ordered by the court. At a minimum, the **Written Notice** must set forth the following:
 - (a) the intended date of the parent’s relocation;

 - (b) the address of the parent’s intended new residence, if known;

 - (c) the length of time the relocation will last, if the relocation is not for an indefinite or permanent period. The court may consider a parent’s failure to comply with the notice requirements of this Section without good cause (i) as a factor in determining whether the parent’s relocation is in good faith; and (ii) as a basis for awarding reasonable attorney’s fees and costs resulting from the parent’s failure to comply with these provisions.

and

3. If the non-relocating parent signs the **Written Notice** and the relocating parent files the **Written Notice** with the court, relocation shall be allowed without any further court action. The court shall modify the parenting plan or allocation judgment to accommodate a parent's relocation as agreed by the parents, as long as the agreed modification is in the child's best interests.
4. If the non-relocating parent objects to the relocation, fails to sign the **Written Notice**, or the parents cannot agree on modification of the parenting plan or allocation judgment, the parent seeking relocation must file a petition seeking permission to relocate.

D. Effect of Relocation 25 miles or less to a new primary residence OUTSIDE OF ILLINOIS

MOTHER and FATHER understand and acknowledge the following if a parent moves with a child 25 miles or less from the child's current residence to a new primary residence outside of Illinois, specifically and with emphasis added:

If a parent moves with a child 25 miles or less from the child's current primary residence to a new primary residence outside Illinois, **ILLINOIS CONTINUES TO BE THE HOME STATE OF THE CHILD UNDER SUBSECTION (c) OF SECTION 202 of the Uniform Child-Custody Jurisdiction and Enforcement Act.** Any subsequent move from the new primary residence outside Illinois greater than 25 miles from the child's original primary residence in Illinois must be in compliance with the provisions of this Section."

E. Parental Agreement

So informed as to all the above referenced terms and provisions regarding relocation, both within and outside the borders of the State of Illinois, MOTHER and FATHER hereby retain their right to jointly agree, if they are willing and able, to terms of relocation which may vary, in whole or in part, from the specific boundaries set forth in this Section, so long as the terms to which they agree serve the best interests of their children and each other.

ARTICLE VI
SPECIAL PROVISIONS REGARDING TRAVEL
OUTSIDE THE UNITED STATES

Pursuant to Article III of the Hague Convention of 25 October 1980 on the Civil Aspects of International Child Abduction (hereinafter "Hague Convention"):

- A. The "Habitual Residence" of DAUGHTER and SON is the United States of America, specifically the County of Cook, State of Illinois, United States of America.

- B. Allocation of Parental Responsibilities including Allocation of Parenting Time (formerly known as Custody) between the parties having been resolved by the terms of this Allocation Judgment (formerly known as Custody Judgment), for purposes of the Hague Convention both parties do have the right to seek a return order regarding DAUGHTER and SON.

- C. The parties agree and stipulate that at the present time neither MOTHER nor FATHER pose a risk of physical or psychological harm to either DAUGHTER or SON in any way. DAUGHTER's and SON's return to their Habitual Residence would not place either child in an intolerable situation, whether or not MOTHER or FATHER returns with her or him.

- D. It is in each CHILD's best interests that each child and MOTHER or FATHER return promptly from any vacation outside the United States in accordance with this Order.

- E. Both FATHER and MOTHER agree that the appropriate jurisdiction and venue for the litigation and resolution of any issues related to the allocation of parental responsibilities and parenting time (formerly known as custody, care and control of CHILD) is the Circuit Court of Cook County, State of Illinois, United States of America. Furthermore, said court system and public and private agencies within the jurisdiction and venue provide substantial protection for the physical, psychological, and financial safety of the parties and their children.
- F. The parties agree that he/she will not raise as a defense to a return order, if one has be to sought, that DAUGHTER, son or both has resided in a foreign state in excess of one year either prior to the commencement of a proceeding under the Hague Convention or that during a proceeding under the Hague Convention, the year anniversary of the party's presence in the foreign state had passed.
- G. Nothing in the order shall aver or imply that either party has consented, or acquiesced to the permanent removal of either CHILD to or retention in any country other than the United States of America.
- H. CHILD's Home State for purposes of the Uniform Child Custody Jurisdiction and Enforcement Act, 750 ILCS 36/101 et seq., is the State of Illinois, the United States of America.
- I. In the event either party fails to comply with the terms of this Order and fails to return DAUGHTER, SON or both to the State of Illinois (subject to unavoidable delay(s) resulting from act(s) of God or other circumstances beyond that party's control, including but not limited to weather, flight cancellations, or other verifiable, verified and emergent circumstances), then for the purposes of any proceedings or litigation under the Hague Convention, the IMDMA, PKPA or UCCJEA resulting from either party's failure to timely return the minor child(ren) pursuant to the terms and conditions of this Order:

the offending party shall pay and be solely responsible for all reasonable attorneys' fees, expert fees and other related costs incurred by the other party in connection with the filing and prosecution of any proceedings commenced as a result of the other party's failure to return DAUGHTER, SON or both to the State of Illinois pursuant to the terms and conditions of this Order.

- J. In the event either party fails to return either DAUGHTER or SON to the appropriate jurisdiction in the United States, [Attorney for FATHER] agrees to serve as FATHER's registered agents for service of summons in any Hague Convention proceedings and [Attorney for MOTHER] agrees to serve as MOTHER's registered agent for service of summons in any Hague Convention proceedings

ARTICLE VII

MEDIATION AND REVIEW

- A. If any disputes arise between the parents as to any of the provisions of this Order, or the modification or implementation thereof, or any other issue relating to the general subject matter of this Order or to DAUGHTER's and SON's welfare and best interests, the complaining party shall first notify the other party of the nature of the complaint and both parties shall make reasonable attempts to negotiate a settlement of the dispute. When practicable under the circumstances, the complaints shall be made in written form and given to the other party.
- B. The party 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 dispute within seven (7) days, the parties shall participate in the non-binding mediation of their dispute, except as to matters which require immediate attention (e.g., interference with planned vacation) for which disputes the parties may seek resolution and adjudication by a court of competent jurisdiction.

- C. Because successful mediation requires the cooperation of both parents, FATHER and MOTHER agree to comport themselves in a considerate and restrained manner. Both parties specifically agree not to intimidate or attempt to intimidate the other.
- D. Participation in mediation shall not prejudice the right of either party to seek resolution and adjudication of the dispute by a court of competent jurisdiction.
- E. The mediation shall be conducted by [name the mediator and presumptive back-up mediator], or another mediator in the State of Illinois upon whom the parties agree. The costs of mediation shall be borne equally by the parties.
- F. The provisions of this Agreement shall be reviewed by the parties as needed for the purpose of taking into account the changing circumstances, needs and schedules of the parties and DAUGHTER and SON.

**ARTICLE VIII
JURISDICTION**

So long as at least one parent resides in the State of Illinois, the _____ Circuit Court of the State of Illinois shall retain exclusive and continuing jurisdiction over this cause to enforce or modify the terms and provisions of this Allocation Judgment.

APPROVED:

MOTHER

FATHER

Attorney for MOTHER

Attorney for FATHER

ENTERED:

J U D G E

KULERSKI & CORNELISON

Attorney Number _____

Attorneys for _____

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