

My Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_

I am the  Petitioner  
 Respondent  
 Attorney for the  Petitioner  Respondent and my Utah Bar number is  
\_\_\_\_\_

---

In the District Court of Utah

\_\_\_\_\_ Judicial District \_\_\_\_\_ County

Court Address \_\_\_\_\_

---

\_\_\_\_\_ Petitioner

v.

\_\_\_\_\_ Respondent

**Parenting Plan**

Case Number \_\_\_\_\_

Judge \_\_\_\_\_

Commissioner \_\_\_\_\_

---

**Instructions:** Attach the following:

- Additional pages (If any, completing paragraphs that don't have enough space. Write the paragraph number on the additional page.)
- Non-Public Information Form, more fully describing non-public information asked for in this document, if not already filed with the court.

We say as follows:

(1)  This parenting plan is: (Choose all that apply.)

- agreed to by Petitioner and Respondent.
- proposed by  Petitioner  Respondent. Until ordered by the court, expressions of agreement mean proposals and “we” means “I.”
- temporary; the completed paragraphs apply until the case is finished. (If you are asking for a temporary order on parenting issues, you should include as many of these parenting plan topics as you will need to carry your family through until all parenting issues are resolved.)
- final; the completed paragraphs should be included in the court’s final order.

(2) Is there an existing plan on file with the court?

- Yes
- No

(3)  We understand the following: (All are required by Utah law.)

- Any parent in a shared parenting arrangement must file a parenting plan, whether they are seeking to establish parental rights and responsibilities or to modify parental rights and responsibilities.
- A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.
- The objectives of a parenting plan are to:
  - provide for the children’s physical care and emotional stability;
  - provide for the children’s changing needs in a way that minimizes the need to change the parenting plan;
  - minimize the children’s exposure to conflict between the parents;
  - state the authority and responsibilities of each parent to the children;
  - encourage the parents to meet their responsibilities to their children through agreement rather than judicial decision; and
  - protect the best interests of the children.
- A parenting plan must include provisions for:
  - resolving disputes between the parents;
  - allocating decision-making authority;
  - residence of the children; and
  - notice and parenting responsibilities if a parent relocates.

- Each parent must provide the other with their current address, telephone numbers, email address, and other virtual parent-time information unless the court orders otherwise. Each parent must inform the other parent and the court of any change in that information as soon as reasonably possible.
- Each parent must follow the parenting plan even if the other does not. If a parent does not follow the parenting plan, the court may find that parent in contempt of court.
- Either parent may file a Petition to Modify Child Custody when there has been a substantial change in circumstances such that it is in the best interest of the children that the plan be changed by the court.

(4)  Family information.

Parents	Father	Mother
Party	<input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent	<input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent
Name		
Address		
Phone		
Email		

Children (who are more fully described in the Non-public Information Form on file with the court)	Initials	Month and Year of Birth
Child 1		
Child 2		
Child 3		
Child 4		
Child 5		

(5)  Decision-making. (These include, but are not limited to, decisions about the children's education, non-emergency health and dental care, and religious training. Choose one.)

- Joint decision-making. We will share responsibility for making major decisions about the children. If there is a disagreement, we will resolve the dispute as provided in Paragraph (21).
- Sole decision-making.  Father  Mother will have sole responsibility for making major decisions about the children.
- Each parent will make day-to-day decisions for the children during the time they are caring for the children.
- Either parent may make emergency decisions affecting the health or safety of the children.
- A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.
- Other agreements about decision-making:

---



---



---



---



---

(6)  Communication with each other. We will communicate with each other:  
(Choose all that apply.)

- in person
- by telephone
- by texting
- by letter
- by e-mail
- other (describe): \_\_\_\_\_

(7)  Records and information sharing. (Choose all that apply.)

- Father  Mother have rights about the children:
- to school, day care and other records;
- to medical, dental and psychological records;
- to governmental agency and law enforcement records;

- to consult with school, day care and other program officials about the children; and
- to consult with any person who may provide care or treatment.
- Other agreements about records an information sharing:

---

---

---

---

---

(8)  Regular residential schedule. (Choose (a), (b) or (c).)

- (a) The children will reside solely with  Father  Mother and
  - The children will have parent-time with the other parent according to the minimum parent-time schedules established by Utah Code 35-3-35.5 and 35-3-35 (attach minimum parent-time schedule)
  - OR
  - The children will have parent-time with the other parent for the following days and times:

---

---

---

---

---

- (b) The children will reside primarily with  Father  Mother and the children will have parent-time with the other parent for the following days and times:

---

---

---

---

---

- (c) The above choices do not fit this parenting plan. Instead, the children's residential schedule will be as follows:

---



---



---



---

- (9)  Residential schedule for special occasions. (Choose one.)
- There is no residential schedule for special occasions. The regular schedule applies.
  - The residential schedule for special occasions will be as we agree.
  - The residential schedule for special occasions is as described below. (Describe the children's residential schedule as needed. For example, Thanksgiving: Even-numbered years with mother; odd-numbered years with father. From Wednesday at 6 p.m. to Friday at 6 p.m.) If a schedule for a special occasion is not described, the regular schedule applies.

<b>Special Occasion</b>	<b>Residential Schedule</b>
Labor Day Weekend	
Columbus Day Weekend	
Halloween	
Veterans' Day	
Thanksgiving	
Christmas Eve	
Christmas Day	

<b>Special Occasion</b>	<b>Residential Schedule</b>
New Year's Eve	
New Year's Day	
Dr. MLK, Jr. Day Weekend	
Presidents' Day Weekend	
Mother's Day	
Memorial Day Weekend	
Father's Day	
Independence Day	
Pioneer Day	
Children's Birthdays	
Father's Birthday	
Mother's Birthday	
Other Religious Holiday	
Other Civic or School Holiday	

Special Occasion	Residential Schedule
Other Special Occasion	
Other Special Occasion	

(10)  Residential schedule for school vacations. (Choose (a), (b) or (c) for Fall vacation, Winter Vacation, Spring vacation, and Summer vacation. Describe the children's residential schedule as needed.)

Fall vacation. (Choose one.)

- (a) There is no residential schedule for Fall vacation. The regular schedule applies, except as stated for holidays and special occasions.
- (b) The regular residential schedule applies during Fall vacation, except that, in addition to the special occasions occurring during Fall vacation, the children will reside with  Father  Mother on the following days and times:

---



---



---



---



---

- (c) The above choices do not fit this parenting plan. Instead, the children's residential schedule for Fall vacation will be as follows:

---



---



---



---



---

Winter vacation. (Choose one.)

- (a) There is no residential schedule for Winter vacation schedule. The regular schedule applies, except as stated for holidays and special occasions.



- (b) The regular residential schedule applies during Winter vacation, except that, in addition to the special occasions occurring during Winter vacation, the children will reside with  Father  Mother on the following days and times:

---

---

---

---

---

- (c) The above choices do not fit this parenting plan. Instead, the children's residential schedule for Winter vacation will be as follows:

---

---

---

---

---

Spring vacation. (Choose one.)

- (a) There is no residential schedule for Spring vacation schedule. The regular schedule applies, except as stated for holidays and special occasions.
- (b) The regular residential schedule applies during Spring vacation, except that, in addition to the special occasions occurring during Spring vacation, the children will reside with  Father  Mother on the following days and times:

---

---

---

---

---

- (c) The above choices do not fit this parenting plan. Instead, the children's residential schedule for Spring vacation will be as follows:

---

---

---

---

Summer vacation. (Choose one.)

- (a) There is no residential schedule for Summer vacation schedule. The regular schedule applies, except as stated for holidays and special occasions.
- (b) The regular residential schedule applies during Summer vacation, except that, in addition to the special occasions occurring during Summer vacation, the children will reside with  Father  Mother on the following days and times:

---

---

---

---

- (c) The above choices do not fit this parenting plan. Instead, the children's residential schedule for Summer vacation will be as follows:

---

---

---

---

Other vacations. (Describe the children's residential schedules for any other vacations.)

---

---

---

---

- (11)  Care of the children. (Choose all that apply.)
- (a) We will promote a healthy, beneficial relationship between the children and the other parent.
  - (b) While in the presence of our children: we will not demean the other parent; we will not badmouth or criticize the other parent; we will not roll our eyes, be sarcastic or otherwise be disrespectful of the other parent. We will not allow others to do so.
  - (c) We will not say or do anything that might damage the relationship between the children and the other parent. We will not allow others to do so.
  - (d) We will not permit the children to be in the presence of anyone, including ourselves, who is abusing alcohol or using illegal drugs. We will not allow others to do so.
  - (e) A parent asking for a temporary change to the parenting schedule will act in good faith and ask the other parent about the change as soon as possible. We will fairly change parenting schedules when family situations, illnesses, or other commitments make changes reasonable.
  - (f) If the children need child care for longer than \_\_\_\_\_ hours, then the parent with residential responsibility will offer the other parent parent-time with the children. This paragraph does not apply to regularly scheduled day care.
  - (g) Each parent will supply appropriate clothing and personal items for the children's time with the other parent. These are the children's property and will be returned with the children.
  - (h) Each parent will ensure that the children attend regularly scheduled activities while the children are with that parent, including but not limited to religious services, school functions, sport activities and extra-curricular activities.
  - (i) As the children get older, their interests may influence the parenting schedule stated in this plan. We will be flexible in making reasonable changes to the parenting schedule as the needs and interests of our maturing children may require.
  - (j) All communications about the children will be between us only. We will not use the children as messengers to communicate with each other. Unless ordered by a court, we will not use any third party as a messenger to communicate with each other.
  - (k) Other agreements about parenting responsibilities, expectations or commitments:

---

---

---

---

---

(12)  School attendance. The children will attend school in the school district where the  Father  Mother resides.

(13)  Transportation and exchange of children between the parents. (Choose all that apply.)

Transportation to exchange the children will be as follows:

---

---

---

---

---

Transportation costs will be paid \_\_\_\_\_ % by the Father and \_\_\_\_\_ % by the Mother.

We will exchange the children at:

---

---

---

Other agreements about transportation and exchange of the children:

---

---

---

---

---

(14)  Travel by the children. (Choose all that apply.)

- If the children would travel during a parent's residential time, that parent may consent for the children to travel:
  - with a sports team
  - with a religious group
  - with a school group
  - with relatives
  - with friends
  - by themselves
- If the travel will be for more than \_\_\_\_\_ days, the parent arranging the travel will notify the other parent at least \_\_\_\_\_ days before the travel and will give the other parent the travel schedule, locations and phone numbers at least \_\_\_\_\_ days before traveling.
- If the travel is due to an emergency, the parent arranging the travel will give the other parent as much notice as possible.
- Other agreements about travel by the children:

---



---



---



---



---

- (15)  Travel by a parent. (Choose all that apply.)
- If a parent is traveling, they will notify the other parent in advance where and how s/he can be contacted.
  - If a parent is traveling, they will leave information with another adult in that parent's home where and how they can be contacted.
  - Other agreements about travel by a parent:

---



---



---



---



---

(16)  Communication with the children. (Choose all that apply.)

We may communicate with the children by:

- telephone
- letter
- email
- text message
- any method
- other \_\_\_\_\_

The children may communicate with us whenever they want to.

We may communicate with the children at any reasonable time.

The parent the children are not with will try to communicate with the children at a reasonable time at least \_\_\_\_\_ times each  week  month.

Reasonable times to communicate with the children are:

- weekends and holidays: between \_\_\_\_\_ am/pm and \_\_\_\_\_ am/pm
- school days: between \_\_\_\_\_ am/pm and \_\_\_\_\_ am/pm
- school vacation days: between \_\_\_\_\_ am/pm and \_\_\_\_\_ am/pm

The parent the children are not with will try to communicate with the children on the following days and times:

---

---

---

We will maintain voice mail so the children can leave and receive messages.

We will provide age-appropriate help to the children to communicate with the other parent.

We will give the children privacy during their communication with the other parent. We will not interfere with or monitor communication between the children and the other parent.

Other agreements about communication with the children:

---

---

---

---

---

---

- (17)  Military service by a parent.
- Changes in the residential schedule due to deployment are temporary changes. After return of the military parent, this plan will be fully in effect after any necessary re-acquainting period.
  - If the parent with residential responsibility is unavailable to personally care for the children for an extended period due to deployment, the children will reside with:
    - the other parent
    - grandparents \_\_\_\_\_ (name)
    - military parent's spouse
    - other family member \_\_\_\_\_ (name)and
    - The children will be enrolled in school in that person's community.
    - The children will be enrolled in their regular school.
  - The parent who is not affected by their own military service will have the same residential responsibility for the children as provided in this plan.
  - If a parent is deployed, the other parent or person with physical custody of the children will enable the following visitation with \_\_\_\_\_ (Name of grandparent or extended family of the military parent) if visitation is requested by that person. (Choose all that apply.)
    - The dates and times the deployed parent would have had residential responsibility.
    - Alternating weekends from 6:00 p.m. on Friday until 6:00 p.m. on Sunday.
    - Up to \_\_\_\_\_ days if the person provides at least \_\_\_\_\_ days notice, and the visitation does not interfere with the residential responsibility of the parent or other person with physical custody of the children.
    - If the person intends to travel with the children, that person will notify the parent or other person with physical custody of the children at least \_\_\_\_\_

days before the travel and will give the parent or other person with physical custody of the children the travel schedule, locations and phone numbers at least \_\_\_\_\_ days before traveling.

Other agreements about military service:

---

---

---

---

---

(18)  Child care. (Choose all that apply.)

Each parent will contact the other parent and give them first option to care for the children when child care is needed for more than \_\_\_\_\_ hours.

A child care provider for our children must be:

- a licensed child care provider.
- a relative, friend or neighbor.
- over the age of \_\_\_\_\_.
- other qualifications: \_\_\_\_\_

Father may choose a child care provider within these limits (if any).

Mother may choose a child care provider within these limits (if any).

Other agreements about child care:

---

---

---

---

---

(19)  Extended family. (Choose all that apply.)

Neither parent will interfere with visitation between the children and the extended family on the other parent's side of the family during the other parent's parent-time.



We will cooperate to help the children attend events with extended family by making reasonable and timely requests of each other, considering the children's school schedule, best interests, and needs.

Other agreements about extended family:

---

---

---

---

---

(20)  Relocation of a parent. (Relocation of a parent is governed by Utah Code Section 30-3-37. In general, either parent may move the child's residence if it results in the parents living closer and it will not affect the child's school enrollment. Choose all that apply.)

If either parent plans to relocate more than \_\_\_\_ miles from their current residence or to another state or country, then that parent will notify the other parent.

Notice must be given at least \_\_\_\_ days before the move.

Notice must be in writing.

The parent-time schedule in Utah Code 30-3-37 will be followed.

The parent-time schedule will be:

---

---

---

---

---

The parent-time schedule will be as we agree at that time.

The transportation arrangements and costs upon relocation will be:

---

---

---

---

The transportation arrangements and costs upon relocation will be as we agree at that time.

Other agreements about relocating:

---

---

---

---

---

(21)  Changing the plan.

This plan remains in effect until changed. A change must be agreed to by both of us and in the following manner (choose all that apply):

Minor or temporary changes can be made orally.

Major or permanent changes must be written and filed with the court and we will each keep a copy.

All changes must be written and filed with the court and we will each keep a copy.

Other agreements about changing the plan:

---

---

---

---

---

(22)  Resolving disputes. (Choose all that apply.)

If we need to resolve a dispute, we will:

Discuss the issues in good faith and try to reach an agreement based on what is best for our children.

- Discuss the issues in good faith with a counselor and try to reach an agreement. A written record of any agreement will be prepared and given to each of us.
- Discuss the issues in good faith with a mediator and try to reach an agreement. A written record of any agreement will be prepared and given to each of us.
- Present the issues in good faith with an arbitrator who will make the final decision. A written record of any decision will be prepared and given to each of us.
- Present the issues in good faith to the court for a judicial decision.
- If we cannot agree on a counselor, mediator or arbitrator, we will each select three. If there is a match, that person is the counselor, mediator or arbitrator for that dispute. If there is not a match, the counselor, mediator or arbitrator will be selected from among the six by a random method.
- If a dispute is resolved by judicial decision, the court may order the costs and attorney fees of the prevailing parent to be paid by the other parent.
- Other agreements about resolving disputes:

---



---



---



---



---

**Warning:** The court has the right to review counseling, mediation, and arbitration. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award costs, attorney fees and financial sanctions to the other parent.

- (23)  Other agreements that are important to us or our children:

---



---



---



---



---

(24) We have not included any non-public information in this document.

(25)  This plan is made in good faith and is in the best interests of the children.

\_\_\_\_\_ Sign here ► \_\_\_\_\_

Date                      Typed or Printed Name (Father) \_\_\_\_\_

I certify that \_\_\_\_\_, who is known to me or who presented satisfactory identification, has, while in my presence and while under oath or affirmation, voluntarily signed this document and declared that it is true.

\_\_\_\_\_ Sign here ► \_\_\_\_\_

Date    Typed or printed name (Court Clerk or Notary Public) \_\_\_\_\_

Notary Seal

\_\_\_\_\_ Sign here ► \_\_\_\_\_

Date                      Typed or Printed Name (Mother) \_\_\_\_\_

I certify that \_\_\_\_\_, who is known to me or who presented satisfactory identification, has, while in my presence and while under oath or affirmation, voluntarily signed this document and declared that it is true.

\_\_\_\_\_ Sign here ► \_\_\_\_\_

Date    Typed or printed name (Court Clerk or Notary Public) \_\_\_\_\_

Notary Seal

### Certificate of Service

I certify that I served a copy of this Parenting Plan on the following people.

Person's Name	Method of Service	Served at this Address	Served on this Date
(Other Party or Attorney)	<input type="checkbox"/> Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Fax (Person agreed to service by fax.) <input type="checkbox"/> Email (Person agreed to service by email.) <input type="checkbox"/> Left at business (With person in charge or in receptacle for deliveries.) <input type="checkbox"/> Left at home (With person of suitable age and discretion residing there.)		
(Clerk of Court)	<input type="checkbox"/> Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Electronic File		
	<input type="checkbox"/> Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Fax (Person agreed to service by fax.) <input type="checkbox"/> Email (Person agreed to service by email.) <input type="checkbox"/> Left at business (With person in charge or in receptacle for deliveries.) <input type="checkbox"/> Left at home (With person of suitable age and discretion residing there.)		
	<input type="checkbox"/> Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Fax (Person agreed to service by fax.) <input type="checkbox"/> Email (Person agreed to service by email.) <input type="checkbox"/> Left at business (With person in charge or in receptacle for deliveries.) <input type="checkbox"/> Left at home (With person of suitable age and discretion residing there.)		

Date \_\_\_\_\_ Sign here ► \_\_\_\_\_

Typed or printed name \_\_\_\_\_