

NORTH DAKOTA PARENTING PLAN

I. THE PARTIES. This Parenting Plan (“Agreement”) made this _____, is an agreement between:

MOTHER: _____, (“Mother”), with a mailing address of _____, and

FATHER: _____, (“Father”), with a mailing address of _____.

MOTHER and FATHER are hereinafter known through this Agreement as the “Parents” and may be referred to individually as the “Parent.”

II. THE CHILD/CHILDREN. WHEREAS the minor Child(ren) of the Parents are as follows:

CHILD 1 NAME: _____ DOB: _____

CHILD 2 NAME: _____ DOB: _____

CHILD 3 NAME: _____ DOB: _____

CHILD 4 NAME: _____ DOB: _____

CHILD 5 NAME: _____ DOB: _____

Aforementioned and hereinafter known as the “Child(ren).”

III. LEGAL CUSTODY. Legal custody will be appointed as follows: (check one)

- **Joint Legal Custody** is given to both Parents (“Custodial Parents”)
- **Sole Legal Custody** is given to Mother Father (“Custodial Parent”)
- **Legal Custody Divided:**

The Parents hereby acknowledge that legal custody shall give the Custodial Parent(s) authority to render decisions concerning the Child(ren)’s, education, healthcare, religious upbringing, and all significant matters surrounding the Child(ren)’s welfare.

IV. PHYSICAL CUSTODY. The Parents will have: (check one)

- **Primary Physical Custody** is given to Mother Father.
- **Sole Physical Custody** is given to Mother Father.
- **Joint Physical Custody**



A Parent who is given primary physical custody or sole physical custody can set forth any visitation rights of the other Parent in the subsequent items (a) and (b).

a). **General Schedule.** The Child(ren)'s general parenting schedule will be as follows:

	SUN	MON	TUES	WED	THUR	FRI	SAT
P1							
P2							

b). **Holiday Schedule.** The Parents agree to divide holiday visitation as follows: (check all that apply)

- New Year's: Mother Father
- Martin Luther King Jr. Day: Mother Father
- President's Day: Mother Father
- Spring Break: Mother Father
- Easter: Mother Father
- Mother's Day: Mother Father
- Memorial Day: Mother Father
- Father's Day: Mother Father
- Independence Day: Mother Father
- Labor Day: Mother Father
- Thanksgiving: Mother Father
- Hanukkah: Mother Father
- Christmas: Mother Father

V. TRANSPORTATION. The Parents hereby agree that transportation of the Child(ren) for the purposes of visitation, exchanges, and other activities shall be engaged in a manner that prioritizes the safety and well-being of the children. Transportation costs shall be divided as follows: (check one)

- Equal Split
- Covered by Mother
- Covered by Father
- Other: _____

VI. EXCHANGE POINT. The Parents agree that the address and location of the exchange point for the Child(ren) will be:



VII. TUITION EXPENSES. The Parents agree that additional tuition expenses, such as tuition fees, registration fees and textbooks, shall be shared in the following manner by the parents: (check one)

- Equally Split
- Covered by Mother
- Covered by Father
- Other: _____

VIII. HEALTH INSURANCE. The Child(ren)'s medical insurance, whether through an employee-sponsored health program or paid privately will be: (check one)

- Equally Split
- Covered by Mother
- Covered by Father
- Other: _____

IX. NON-COVERED MEDICAL EXPENSES. The Parents agree that non-covered medical expenses shall be paid in the following manner by the Parents: (check one)

- Equally Split
- Covered by Mother
- Covered by Father
- Other: _____

X. TAX EXEMPTIONS. The following Child(ren) can be used as dependents for tax-related benefits: (check all that apply and write the Child(ren)'s names)

- Mother shall have: _____.
- Father shall have: _____.
- The Parents shall alternate years.

Each party agrees to sign any necessary documentation to allow the other party to claim the Child(ren) as a dependent as required by the IRS or state taxing authority. The parties also agree to cooperate with each other to maximize any available tax credits or deductions related to the Child(ren). If a Parent fails to comply with this provision, the affected Parent may seek a court order compelling compliance and reimbursement for damages and costs incurred.

XI. CHILD SUPPORT. Under this Agreement, there shall be: (check one)

- **NO CHILD SUPPORT.** Neither Spouse is obligated to pay child support. Each Spouse shall provide direct support for the Child(ren) for those periods when the Child(ren) are in their physical custody.
- **DEFERRED** child support to the local court or Child Support Services Department in the State of North Dakota ("Child Support").



- **CHILD SUPPORT PAYMENTS.** Child Support payments shall be made by
 Mother Father to Mother Father in the following manner:

Payments of \$_____ shall be due on the _____ of each month commencing on _____ (“Child Support”).

Child Support shall continue until the first of the following events:

- a.) The Minor Child(ren) attains age 19, or has attained age 18 and either is not a full-time high school student or is self-supporting;
- b.) The Minor Child(ren) die;
- c.) The Minor Child(ren) enters into a valid marriage, is on active duty with any of the armed forces of the United States of America, receives a declaration of emancipation under State law, or otherwise becomes emancipated by leaving home and becoming self-supporting;
- d.) The custodial parent dies and the other parent assumes custody of the Minor Child(ren); or
- e.) Further court order.

XII. TRAVEL (OUT OF AREA). All out of area travel must be approved by the Custodial Parent or mutually by both Custodial Parents, whichever is applicable. “Out of area travel” for the purposes of this Agreement shall mean a distance of _____ miles away from either of the Parents’ residences.

XIII. RELOCATION. The Parents agree to the following: (check one)

- **ALLOWED** to Move. Either Spouse may move their residence by providing at least _____ days’ notice.
- **NOT ALLOWED** to Move. Neither Spouse shall be allowed to move their residence more than _____ miles away from another without the other Spouse’s prior written consent, or without an approved court order in the event the non-relocating Parent does not offer their consent.

XIV. SCHOOLING. The Parents agree to work together to ensure that the Child(ren) receive a quality education and shall cooperating in making decisions regarding the Child(ren)’s education. The Parents shall share information about the Child(ren)’s academic progress and shall make reasonable efforts to ensure that the Child(ren) complete assigned homework and projects.

XV. MILITARY SERVICE. In the event that either parent is called to military service, the custody arrangement shall be adjusted as follows: The parent who is called to military service shall provide the other parent with as much notice as possible of the deployment or assignment, and the parties shall work together to create a new parenting plan that takes into account the military service obligations of the affected parent. If the parents are unable to reach an agreement, the matter shall be referred to a mediator or the court for resolution.

XVI. COMMUNICATION. Both Parents and the Child(ren) shall have the right to communicate by telephone, in writing or electronically during reasonable hours without interference by the other parent.

The Parents shall maintain open and regular communication regarding matters related to the Child(ren), including their health, education, and general well-being. Both parents shall provide each other with updated contact information including phone numbers, email addresses, and mailing addresses, and the Parents shall keep each other informed of their current place of residency. The Parents shall make themselves available for communication at reasonable times and shall respond to each other's messages in a timely manner. In the event of an emergency or urgent matter related to the Child(ren), the Parents shall make every effort to promptly communicate with each other. The Parents shall make every effort to avoid using the Child(ren) as messengers.

XVII. PARENTAL CONDUCT & DESIGNATION. The Parents shall conduct themselves in a manner that is consistent with the best interests of the Child(ren). Each parent shall refrain from engaging in any behavior that may be harmful to the Child(ren). The Parents shall exert every reasonable effort to foster a feeling of love, affection, and respect between the Parents and Child(ren). Neither Parent shall alienate, attempt to alienate, or diminish the affection of the Child(ren) for either Parent.

The Parents hereby agree that the designations of "father" and "mother," or similar designations, shall refer to each Parent, respectively, and not to third parties. The Child(ren) shall continue to be known under their current surname(s) and shall not, for any purpose or reason, assume or use the name of any subsequent spouses of either Parent unless granted by court order.

XVIII. DISPUTE RESOLUTION. Whenever possible, when disputes arise between the Parents, the Parents shall discuss the issues and attempt to reach an agreement based on the Child(ren)'s best interests. If the parents are unable to reach an agreement on an important issue about the Child(ren), disputes may be handled by a neutral third-party mediator.

XIX. PARENT'S DEATH. In the event of the death of either parent, custody of the Child(ren) shall be awarded to the surviving parent, unless the surviving parent is deemed unfit by the court. In the event that both parents are deceased, custody of the Child(ren) shall be awarded to the appointed legal guardian(s) or other designated person(s) as stated in the will or as determined by the court. Both Parents agree to update their wills and estate plans to reflect their wishes for the care of their Child(ren) in the event of their death, and to promptly notify each other of modifications to these documents.

XX. SEVERABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XXI. GOVERNING LAW. This document shall be governed by the laws of the State of North Dakota.



XXII. ADDITIONAL TERMS & CONDITIONS.

XXIII. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Couple on these matters, superseding any previous agreement between them.

XXIV. SIGNATURES AND DATES. The foregoing is agreed to by:

Mother's Signature: _____ **Date:** _____

Print Name: _____

Father's Signature: _____ **Date:** _____

Print Name: _____

