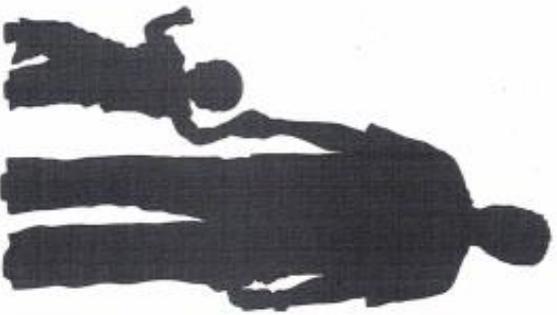


In addition, some Parenting Plans agree to use an outside expert, such as a psychologist, special advocate or other professional trained to resolve issues involving children.

Information about alternative dispute resolution procedures is available from the court, the State Office of Dispute Resolution, as well as on-line. Without an agreement in the Parenting Plan, most courts now order that parties attend mediation prior to scheduling a contested hearing with a judge or magistrate.



Updated January 2012 / This pamphlet is published as a public service by the Colorado Bar Association. Its purpose is to inform citizens of their legal rights and obligations and to provide information regarding the legal profession and how it may best serve the community. Changes may have occurred in the law since the time of publication. Before relying on this information, consult an attorney about your individual case. For further information visit www.courts.state.co.us or coloradobarservices.org.



Your Parenting Plan

CBA
COLORADO BAR ASSOCIATION
ESTABLISHED 1907

Created by the Colorado Bar Association

Parenting Plans

A parenting plan is a tool to assist both parties with identifying decision making and parenting time in regards to the best interest of the children after a legal separation or divorce action is filed with the court. A Parenting Plan is also used for parties who have never married and file an allocation of parental responsibilities action with the court. The Parenting Plan (JDF 1113) is available on-line at www.courts.state.co.us or available at office supply stores.

It is best if both parties work together to prepare the Parenting Plan. If parties cannot agree, then each parent may submit a separate plan, and the court will enter one for you. The court may also, in the absence of an agreement, prepare a Parenting Plan. Once the court determines a Parenting Plan is in the best interests of the children, the Parenting Plan will become an order of the court and enforceable as any other court order.

What are the "Best Interests" of the Child?

In determining parental responsibilities (decision-making responsibilities and parenting time), parents should consider the age, independence, emotional needs and development of the child as well as the schedules of each parent. Although there may have been certain parenting "schedules" prior to the filing of a legal action, it is important that parents discuss an alternate plan that will ensure contact between the children and both parents. The court must approve the Parenting Plan and will do so only if it finds the arrangements to be advantageous to the child and in the child's best interests.

Consider the distance between parental homes, school locations, and the children's schedules,

interests, activities and health. Children usually do best in an arrangement in which both parents continue to have an active role in their lives. Children need and love both parents and don't want to "lose" either parent. It is critical for parents to consider and determine arrangements with the child's best interests in mind, even though they may not coincide with the parents' personal desires.

Schedules (those of both parents and children) will change as children get older. You have two options when modifying a Parenting Plan.

- You can informally modify your Parenting Plan by mutual agreement. However by not filing with the court any changes to the Parenting Plan, any changes made are not enforceable with the court.
- You can file a motion to modify the Parenting Plan along with an amended Parenting Plan to the court and ask that it become an enforceable court order.

What's Included in the Parenting Plan?

The main areas within the Parenting Plan focus on decision-making responsibilities and parenting time. However, the Parenting Plan can also address issues of relocation of one parent, child support and payment of health/dental benefits, secondary education, tax exemption of the children and any other special issues that you would like to have within the court ordered Parenting Plan.

Decision-Making Responsibilities

- Parents must decide whether one or both will have responsibility of making important decisions concerning choice of school, religion, medical/dental care, general welfare and extracurricular activities. The Parenting Plan outlines the options for making such decisions.

- Some parents want to be very detailed about these future decisions, and others do not want a lot of detail. It may be in the best interests of the children that all decision-making responsibility be placed with one parent. Often times, a parent may seek sole decision-making over an area in which he/she has a certain level of expertise, such as a doctor or teacher. However, it may also be in the best interests of the children for parents to continue to share these decisions.

- Choices about decision-making do not determine how much time a child spends with each parent. It is possible that a parent with sole decision-making could, under the law, have actually less "parenting-time" than the other parent.

Parenting Time

- Parents must decide how much time the children will spend with each parent. The Parenting Plan should take into consideration the age of the children, degree of conflict between the parents, geographical distance between the parents' homes, whether the schedules of other siblings will affect parenting time and other important factors.

- Parents must decide the details of various schedules; weekdays and weekends during the school year, summer vacations and holidays.

Conflict Resolution

The law allows parents to determine how conflicts will be handled if they arise. Parents can select an option within the Parenting Plan to attend some type of alternative dispute resolution, e.g. mediation, arbitration, or consult with a parenting coordinator.

District Court City and County of Denver, Colorado Court address: 1437 Bannock Street, Room 256 Denver, Colorado 80202	▲ COURT USE ONLY ▲
In re the Marriage of: Petitioner: and Respondent/Co-Petitioner:	
Attorney or Party Without Attorney (Name and Address): Phone Number: E-mail: FAX Number: Atty. Reg. #:	Case Number: Division Courtroom
SIMPLIFIED SEPARATION AGREEMENT AND PARENTING PLAN	

This is a:

- Full Agreement** (We agree to everything and this Agreement is signed by both parties)
- Partial Agreement** (We agree to some things and this Agreement is signed by both parties)
- No Agreement** (Prepared by signer and mailed to the other party)

A. SEPARATION AGREEMENT

1. PERSONAL PROPERTY

- All personal property was divided and the parties are satisfied with that division.
- The parties agree personal property exists that needs to be divided:

The following property shall become the sole personal property of Petitioner: _____

AND the following property shall become the sole personal property of Respondent/Co-Petitioner:

2. MOTOR VEHICLES

- The parties own no motor vehicles.
- The parties own motor vehicles and they shall be divided as follows:

The following motor vehicles shall become the sole property of the Petitioner: _____

AND the following motor vehicles shall become the sole property of the Respondent/Co-Petitioner:

Each party shall be solely responsible for payment on any loans or leases encumbering the vehicle assigned to him or her. Vehicle titles shall be signed over within 30 days of the execution of this agreement.

3. CHECKING AND SAVINGS ACCOUNTS

- The parties do not have any accounts.
- The parties have accounts and they shall be divided as follows:

The following account(s) shall become the sole property of the Petitioner: _____

AND the following account(s) shall become the sole property of the Respondent/Co-Petitioner: _____

All required documentation to change ownership shall be signed within 30 days of the execution of this agreement.

4. DEBTS

- There are no marital/partner debts to divide.
- The marital/partner debts shall be divided as follows:

Name of Creditor	Date of Balance	Balance	Party Responsible for future payments.	
			Petitioner	Respondent/Co-Pet
		\$ _____	\$ _____	\$ _____
Total debt to be assumed by Petitioner			\$ _____	
Total debt to be assumed by Respondent/Co-Pet			\$ _____	

Each party shall be solely responsible for the debt assigned to him/her and will hold the other party harmless.

5. REAL PROPERTY

The parties own no real estate.

The parties own real estate located at _____ (address), and the parties agree to divide the real estate as follows (be specific as to use, ownership, or arrangements for sale and distribution of funds): _____

AND title for the real estate will be transferred by the following method(s) (i.e., one party will execute a quitclaim deed, etc.): _____

AND the parties agree that any mortgage on the property will be paid by the Petitioner **OR** Respondent/Co-Petitioner.

6. MAINTENANCE

Both parties acknowledge that they have reviewed the maintenance guidelines contained in §14-10-114, C.R.S.

Both parties waive (give up) maintenance forever. The parties understand that once the Court accepts a party's waiver, that party may **never** request maintenance.

The parties agree maintenance will be paid by Petitioner Respondent/Co-Petitioner to the other party in the sum of \$_____ per month, beginning on _____ of _____, 20____. The maintenance payments shall continue for _____ year(s) _____ months.

6. OTHER (*Stocks, bonds, mutual funds, securities, investment accounts, pension, profit sharing retirement funds, ect.*)

The parties own other marital property that will be divided as follows: _____

B. PARENTING PLAN

1. CHILD(REN)'S INFORMATION

Name	Address	Gender	Date of Birth

2. PARENTING TIME

We agree to the following schedule of time spent with each parent on a weekly basis, in the summer, and on holidays including special events, such as birthdays:

The child(ren) will be in the care of the father during the week as follows:

The child(ren) will be in the care of the mother during the week as follows:

Special Events/Holidays/Vacations will be shared as follows:

<u>Event</u>	Odd years	Even years	All Years	Time & Place of exchange
Spring Break				
Easter				
Mother's Day/Weekend				
Memorial Day/Weekend				
Father's Day/Weekend				
July 4 th				
Labor Day/Weekend				
Halloween				
Thanksgiving Day/Break				
Christmas Eve				
Christmas Day				
Week 1 of Winter Break				

Week 2 of Winter Break				
Children's Birthdays				
Other (Identify)				
Other (Identify)				
Other (Identify)				

Other parenting time arrangements:

We also agree that the child(ren) shall have reasonable telephone access to each parent, that we will notify each other of any intended travel plans, and not take the child(ren) out of the state without approval from the other parent. We agree to try to be flexible and accommodate each other with any adjustments in the scheduled time and with special circumstances.

3. DECISION-MAKING

We understand that day-to-day decisions such as minor training or correction, minor medical and dental care, curfew, chores, allowance, clothing and hygiene will be made by the parent which has the child(ren) at the time.

Major decision such as major medical non-emergency, educational and religious training will be made as follows:

- Solely by one parent Mother **OR** Father
- Jointly by both parents after consultation with each other, except as follows:

Either party may authorize emergency care but, if possible, we will try to first contact the other parent.

4. RELOCATION

If either party decides to relocate with the children to a location which would affect the other parties' parenting time, the decision to relocate shall be made:

- Solely by one parent Petitioner **OR** Co-Petitioner/Respondent
- Jointly by both parents. If we cannot agree on a new parenting plan, we will request the Court to make that decision.

5. WE AGREE TO: (1) Keep each other aware of any address and telephone number at which the child(ren) are located; (2) Share all medical and scholastic records about the child(ren); (3) Use our

best efforts to communicate about the child(ren)'s best interests; **and (4)** Not use the child(ren) to convey information.

6. TAXES

We agree that any tax deduction for the child(ren) shall be taken as follows:

7. FUTURE CONFLICT RESOLUTION

If we have a dispute regarding this parenting plan in the future, we agree to enter into mediation **OR** arbitration.

8. CHILD SUPPORT

We agree that \$_____ is the appropriate child support amount due each month, payable from _____ to _____ on the _____ of each month. *A child support worksheet is attached.*

C. SIGNATURE

Your signature below indicates that you have read and agree with everything in this document. If both parties agree to this plan, both parties must sign.

(printed name of Petitioner)	Signature of Petitioner	Date	
Petitioner's Address	City	State	Zip Code
(Area Code) Home Telephone Number	(Area Code) Work Telephone Number		
Signature of Attorney if applicable	Date		

(printed name of Co-Petitioner/Respondent)	Signature of Co-Petitioner/Respondent	Date	
Co-Petitioner/Respondent's Address	City	State	Zip Code
(Area Code) Home Telephone Number	(Area Code) Work Telephone Number		
Signature of Attorney if applicable	Date		

CERTIFICATE OF SERVICE

(If only one party signs this document, you must complete the Certificate of Service below.)

I certify that on _____ (date) a true and accurate copy of the ***SIMPLIFIED SEPARATION AGREEMENT AND PARENTING PLAN*** was served on the other party by:

Hand Delivery, E-filed, Faxed to this number _____, **or**

by placing it in the United States mail, postage pre-paid, and addressed to the following:

To: _____

(Your signature)