

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

IN RE THE MARRIAGE OF: JOE JONES Petitioner,

No.

and

JONI JONES Respondent.

**JOINT PARENTING ORDER AND AGREEMENT**

This cause coming before the Court on the parties' stipulation to have this matter heard as an uncontested cause, the Court having jurisdiction of this cause and of the parties and the Court being fully advised that the following is submitted to the Court by agreement of the parties as a proposed plan for the sharing of custodial and child care responsibilities pursuant to the purposes of the Illinois Marriage and Dissolution of Marriage Act (herein the "Act") as set forth in Sections 102 and 602 thereof and in accordance with the procedures set forth in Section 602.1 of the Act.

IT IS HEREBY ORDERED:

**ARTICLE I - CUSTODY**

**1.1** The parties believe and agree that it is presently in the best interests of the minor child that they share joint custody of the minor child pursuant to the provisions contained in this Agreement. The parties further agree that JONI JONES (herein referred to as "Mother") is designated as the primary residential parent subject to JOE JONES'S (herein referred to as "Father") visitation as set forth herein.

**1.2** That this Order shall be effective upon entry of same and that no motion to modify custody shall be made earlier than two (2) years after its date, unless the court permits it to be made on the basis of Affidavits that there is reason to believe the child's present environment may endanger seriously the child's physical, mental, moral or emotional health, pursuant to 750 ILCS 5/610.

**1.3** For purposes of this Joint Parenting Agreement, the term "Joint Custody" or "Joint Parenting" shall mean each party shall confer with each other and consider the other's opinion on all important matters pertaining to the minor child's health, welfare, education, religious training, extracurricular

activities and upbringing, including but not limited to choice of day care providers, pre-schools, public, private or religious schools, course curriculum, tutoring, lessons, athletics, choice of camps, travel away from home, full or part-time employment, purchase or operation of a motor vehicle, and the like, with the view to arriving at a harmonious policy to promote the minor child's best interests. Each party shall have authority to inspect the child's school, financial, legal and medical records and to confer with physicians, teachers, school personnel, counselors and psychologists regarding the minor child. Additionally, each party shall provide to the other ample prior notice of all conferences with the child's teachers, school personnel, counselors, psychologists and physicians regarding the minor child. Each party shall have the right to participate in all school and extracurricular events and activities of the minor child which are open to parents, including, but not limited to, sports, scouts, camp, music and arts, and the like, and each party shall provide the other reasonable notice of same. The parties shall cooperate with each other in notifying the school authorities in which the minor child is enrolled, to list both parties as the father and mother of the minor child and further authorizing them to release any and all information, documents, records, reports, grades, evaluations and bulletins to both parties regarding the minor child.

**1.4** Both parties will use their best efforts to foster the respect, love and affection of the minor child towards each parent and shall cooperate fully in implementing a relationship with the minor child that will give them the maximum feeling of security that may be possible. It is agreed by and between the parties that they will always conduct themselves in such a manner as to be conducive to the welfare and best interests of the minor child.

**1.5** Neither party shall make derogatory statements, ridicule, defame, belittle the other, or other's family and friends in the presence of the minor child or in any other way seek to undermine the minor child's love and respect for the other parent. The parties shall also advise their respective family members to refrain from making any similar remarks intended to embarrass the child, other parent or other parent's family and friends.

**1.6** Each party shall keep the other informed as to the exact place where each of them resides, the telephone numbers of said residence, his or her mobile phone or pager numbers, his or her place of employment, the telephone numbers of same and any other information with respect to such party's residence or whereabouts (including vacation). Neither party shall utilize the telephone nor pager numbers of the other for any purpose unrelated to the minor child.

**1.7** The parties shall be allowed to telephone the minor

child and the minor child shall be encouraged to telephone the parties at all reasonable times, on a daily basis. Neither parent shall use a telephone answering machine or similar device to screen a parent's call to the minor child unless the minor child is not physically present.

**1.8** The minor child's surname is that of the Father. That no other surname or hyphenated name shall be used either formally or informally in private, public, school or any other records, appointments or reservations unless otherwise agreed by the parties in writing.

## **ARTICLE II - JOINT PARENTING TIME**

**2.1** The parties agree that Father shall have parenting time with the minor child as set forth below:

### **A. WEEKLY PARENTING TIME**

Reserved.

### **B. WEEKEND PARENTING TIME**

Father shall have weekend parenting time every weekend from Friday evening through Sunday evening.

### **C. HOLIDAYS Even Years Odd Years**

**Easter Day Father Mother**

**Memorial Day Mother Father**

**Fourth of July Father Mother**

**Labor Day Mother Father**

**Thanksgiving Day Mother Father**

**Christmas Eve Father Mother**

**Christmas Day Mother Father**

**New Year's Eve Father Mother**

**New Year's Day Mother Father**

**D. VACATION PARENTING TIME**

1. SPRING VACATION: Reserved
2. CHRISTMAS VACATION: Father shall have one week of parenting time with the minor child.
3. SUMMER VACATION: Father shall have eight weeks of parenting time with the minor child.

**E. MISCELLANEOUS**

Father shall have parenting time with the minor child on Father's Day and Father's birthday every year.

Mother shall have parenting time with the minor child on Mother's Day and Mother's birthday every year.

Father and Mother shall have reasonable parenting time with the minor child on the children's birthdays.

The aforementioned holiday schedule shall take precedence over the parties' weekend and weekly parenting time with the minor child.

Each party has the right of first refusal to care for the minor child when the other is unavailable resulting from employment, personal, social and travel commitments.

**2.2** The minor child shall be properly dressed during the exchange of parenting time between the parties and for special occasions. Each parent shall be provided with the appropriate clothing and other necessities specifically including, but not limited to, toiletries, medication, sporting goods, toys, schoolwork and the like, which shall be returned with the child upon conclusion. Both parties will provide the child with clean clothes at the exchange of parenting time between the parties.

**2.3** Each party shall advise the other of any serious illness or injury or emotional trauma suffered by the child as soon as possible, after hearing of same. In the event that one parent is precluded from parenting time by virtue of illness or injury to the minor child, the parties shall cooperate to implement a reasonable alternate or substitute opportunity for that parent to have parenting time.

**2.4** The parties shall always use their best efforts to resolve any scheduling conflicts that may arise as to avoid any inconvenience or interference to the other party. Each party shall exercise common courtesy and consideration in promptly advising the other party when said party is unable to provide care to the minor child or will be unavoidably detained or delayed in picking up or returning the minor child at the scheduled time. Each party shall provide the other the specific pick up and return times as close as can be approximated and shall make every effort to adhere to said specific times. However, for the convenience of the parties and the minor child, the parties shall remain flexible concerning these specific times.

**2.5** If either party desires to travel with the minor child outside the jurisdiction of this Court, the traveling party shall provide the other party an itinerary which includes the destinations, mode or transportation, dates of travel, and telephone numbers where they can be reached, and related information, at least (14) fourteen days in advance of the scheduled departure date for trips of less than four (4) days' duration (e.g. weekend trips) and at least thirty (30) days in

advance of the scheduled departure date for trips of four (4) days or more. The traveling party shall arrange reasonable telephonic communication with the minor child when traveling with the minor child and the other parent during such periods. Neither party shall place unreasonable restraints on either party's desire to travel with the minor child outside the jurisdiction.

### **ARTICLE III - REVIEW**

**3.1** The parties agree to review the terms of this Joint Parenting Order and Agreement annually beginning December of this year. However, said review shall not preclude a party from modifying the visitation provisions of this Order/Agreement upon proper petition and notice.

### **ARTICLE IV - DISPUTE RESOLUTION**

**4.1** In order to avoid the escalation of dispute into formal litigation, the parties agree to first discuss any disputes relating to the terms contained in this Joint Parenting Agreement as follows:

**4.2** If any disputes arise between the parents as to any of the provisions of this Order, other than modification of visitation or implementation thereof, or any other issue relating to the general subject matter of this Order or to the child'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. The party receiving said complaints shall, when practicable, reply to the complaint in a similar manner in written form.

**4.3** In the event that the parties cannot resolve any such disputes between themselves within seven (7) days, the parties agree that they shall enter mediation with the American Arbitration Association in an attempt to resolve their differences. The parties shall each pay one-half (1/2) of all costs of mediation.

**4.4** While the parties acknowledge and understand their rights to submit any such disputes to a court of competent jurisdiction, the parties understand that such litigation is frequently not in the best interests of the minor child, and agree to seek judicial intervention only as an avenue of last resort.

**ARTICLE V - REMOVAL**

**5.1** Neither party shall have the unrestricted right to

remove the minor child to another jurisdiction to reside therein on a permanent basis, without first obtaining the informed written consent of the other party or the approval of a Court of competent jurisdiction. Further, neither party shall be permitted to remove the minor child from this jurisdiction on a temporary basis and retain said minor child outside this jurisdiction where the purpose, intent or result thereof, will be to deprive the other party of that party's parental and custodial rights, care-giving and contact events, oral and written communications with the minor child, or would otherwise interfere with, impede, or undermine the purposes and intents of this Agreement.

**5.2** Leave to remove the minor child from this jurisdiction on a permanent basis shall be subject to and governed by Section 609 and Section 610 of the Illinois Marriage and Dissolution of Marriage Act and the provisions of Sections 602 and 602.1 of said Act, or any successive provisions of said Act.

APPROVED: ENTER:

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\_\_\_\_\_  
JOE JONES

\_\_\_\_\_  
JONI JONES

JOE ATTORNEY  
Attorney For Petitioner  
123 ELM ST.  
CHICAGO, IL