

# Joint Custody Order Example

## INFORMATION

- This court has jurisdiction to make child custody orders in this case under the uniform Child Custody Jurisdiction and Enforcement Act (part 3 of the California Family Code, commencing with section 3400).
- The responding party was given notice and an opportunity to be heard, as provided by the laws of the State of California.
- The country of habitual residence of the child in the case is the United States of America.
- Failure to obey this order shall be deemed a violation of Sections 166.4, 273.6, 278, 278.5, and 279 of the California Penal Code and appropriate law enforcement agencies are directed to secure compliance of this order.
- The custody and visitation rights of each party are set forth herein and this Order shall define custody and visitation for the following child:
- The Court has considered the factors set forth in Family Code Section 3048(b)(1) and finds that there is NOT a risk of abduction of the child by either parent.

## LEGAL CUSTODY RIGHTS AND RESPONSIBILITIES

- A parent shall not be denied access to records and information pertaining to a minor child pursuant to Family Code § 3025: 'Notwithstanding any other provision of law, access to records and information pertaining to a minor child including, but not limited to medical, dental, and school records, shall not be denied to a parent because that parent is not the child's custodial parent.'
- Each parent will have access to and has the right and obligation to keep him or herself advised of information concerning the well-being of the child, which shall include but not be limited to report cards; State standardized test results; order forms for school pictures; significant communications from medical or mental health care providers; the names, addresses, and telephone numbers of all schools, health care providers, regular childcare providers, and counselors.
- The parents shall have joint legal custody, which means that both parents shall share in the right and responsibility to make decisions and must confer in making decisions on the following matters:
  - Selection of regular childcare providers or daycare centers
  - Enrollment in or leaving a particular private or public school
  - Participation in extracurricular activities
  - Beginning or ending of, psychiatric, psychological, or other mental health counseling or therapy
  - Selection of a doctor, dentist, or other health professional (except in emergency situations)
  - Participation in particular religious activities or institutions
  - Out-of-state travel

In all other matters in exercising joint legal custody, the parents may act alone, as long as the action does not conflict with any orders concerning the legal custody of the child.

If those rights and responsibilities require mutual consent, failure to obtain mutual consent prior to implementation may result in civil or criminal penalties and/or result in a change to the legal and physical custody of the child.

- In the event of disagreement, the parents shall maintain the child with the current health care provider, childcare provider, counselor and/or in their present school pending further order of the court.

## PHYSICAL CUSTODY RIGHT AND VISITATION (PARENTING TIME)

- The parents shall have joint physical custody, which means that each parent shall have significant periods of physical custody. Joint physical custody shall be shared by the parents in such a way as to assure the child has frequent and continuing contact with both parents, subject to the following Court ordered parenting plan:

## VACATIONS/SCHOOL BREAKS

- The child shall reside with each parent for 2 consecutive weeks for each parent's annual vacation. The vacationing parent shall provide the other parent with a 30-day advance notice, in writing, as to the time and dates of his/her vacation. In the event of a conflict with the other parent's otherwise scheduled vacation time, the father shall have first choice in odd-numbered years and the mother shall have first choice in even-numbered years. During the vacation periods, the vacationing parent shall be responsible for his/her own childcare arrangements unless otherwise mutually agreed upon between the parents.
- **Spring Break:** shall be defined as commencing on the last day of school at 06:00 p.m. and concluding on Easter Sunday at 06:00 p.m.
  - The break shall be with the father/mother during odd-numbered years and with the other parent during even-numbered years.
- **Winter Break:** shall be divided into two periods. The first period shall be defined as commencing on the last day of school at 06:00 p.m. and concluding on the middle day of the break at 06:00 p.m. The second period shall be defined as commencing on the middle day of the break at 06:00 p.m. and concluding on the day prior to school resuming at 06:00 p.m.
  - These periods shall be alternated between the parents each year such that the first period shall be with the father/mother during odd-numbered years and with the other parent during even-numbered years.
- **Summer Break:** during the summer break from school, the child shall reside with each parent on an alternating 1-week basis, beginning with **the** father/mother. The weekly exchange shall occur on Sunday at 06:00 p.m. The summer break from school shall be defined as commencing on the first Sunday following the last day of school at 06:00 p.m. and concluding 3 days prior to school resuming at 06:00 p.m.

## HOLIDAYS AND SPECIAL OCCASIONS

- Holidays and special occasions shall take precedence over the scheduled visitation plan (section 3.00 of this Order) and if included, **the** vacation plan (section 4.00 of this Order) and shall not break the continuity of the plans. This means that a parent may gain or lose time with the child; however, in most cases, this may even out over a two-year period.
- Holidays and special occasions with the child shall be shared between the parents as mutually agreed upon. If the parents do not agree, holidays and special occasions with the child shall be as follows:
- **Easter:** shall be divided into two periods. The first period shall be defined as commencing on the Friday prior to Easter at 06:00 p.m. and concluding on the Saturday prior to Easter at 06:00 p.m. The second period shall **be** defined as commencing on the Saturday prior to Easter at 06:00 p.m. and concluding on Easter Sunday at 06:00 p.m. These periods shall be alternated between the parents each year such that the first period shall be with the father/mother during odd-numbered years and with the other parent during even-numbered years.
- **Thanksgiving:** shall be divided into two periods. The first period shall be defined as commencing on the Wednesday prior to Thanksgiving at 06:00 p.m. and concluding on Thanksgiving Day at 06:00 p.m. The second period shall be defined as commencing on Thanksgiving Day at 06:00 p.m. and concluding on the Friday following Thanksgiving at 06:00 p.m.

- These periods shall be alternated between the parents each year such that the first period shall be with the father/mother during odd-numbered years and with the other parent during even-numbered years.
- **Christmas:** shall be divided into two periods. The first period shall be defined as commencing on December 24th at 10:00 a.m. and concluding on December 25th at 10:00 a.m. The second period shall be defined as commencing on December 25th at 10:00 a.m. and concluding on December 26th at 10:00 a.m.
  - These periods shall be alternated between the parents each year such that the first period shall be with the father/mother during odd-numbered years and with the other parent during even-numbered years.

## **SAFETY AND PROTECTION**

- The parents may supplement or revise the terms and conditions of this custody agreement as the needs of the child change. Such changes shall be in writing, dated and signed by both parents and notarized. If controversy arises, the existing Order of the Court shall remain in full force and effect pending further Order of the Court. In the event of reconciliation and a subsequent separation, the existing Order of the Court shall remain in full force and effect from the date of the subsequent separation.
- The parents shall refrain from doing or saying anything in the presence of the child that will diminish the love and affection the child has for the other parent. The parents shall not question the child about the personal life of the other parent, nor discuss custody, visitation, or child support issues in the presence of the child, or question the child about where they want to live. The parents shall neither argue nor insult each other in the presence of the child, nor allow any third party to do so. Both parents shall encourage the child to be with the other parent, in accordance with the Court Order, and help to ensure a peaceful transition from one parent to the other.
- The parents may NOT use the child as messengers between them.
- Each parent shall be empowered to obtain emergency health care for the child without the consent of the other parent. Each parent shall notify the other parent as soon as reasonably possible of all emergencies involving the child including, but not limited to, illness or emergency requiring medical attention.
- Both parents are required to administer any prescribed medications for the child.
- Both parents shall be listed on all emergency cards for the child including but not limited to the child's school and/or childcare provider. The mother shall be listed as 'mother' and the father shall be listed as 'father'. This provision does not authorize either parent to remove the child from the school or childcare facility for visitation during regular hours, unless otherwise authorized in the Court order or agreed to between the parents in writing.
- Each parent must notify the other of the name and address of each health practitioner who examines or treats the child; such notification must be made within 24 hours prior to commencement of the first such treatment or examination.
- The parents and any third party shall NOT use any form of physical discipline (corporal punishment) when disciplining the child. Failure to comply with this provision of this Order may be considered a change in circumstance, and may be taken into consideration by the Court in future custody and visitation matters in this case.
- Neither parent shall remove the child from the State of California, County of Fresno, for the purpose of changing the child's residence without the written notarized consent of both parents or until further order of the Court.

- The parents shall be responsible for the child's attendance at their extracurricular activities, including but not limited to, team sports, school functions, lessons, and other such child centered activities during their respective custodial periods. The parents shall mutually agree upon enrolling the child in any future extracurricular activities, which infringes upon the time the child is with the other parent. In the event the parents cannot reach an agreement, the parents shall refrain from enrolling the child in any extracurricular activities, pending further order of the Court.
- Exchange of the child shall occur at a location mutually agreed upon by the parents; in the event of a disagreement, the exchanges shall occur at an agency that offers supervised exchanges (refer to the attached list of supervising agencies). The parties shall mutually agree upon the supervising agency; in the event of disagreement the petitioner shall select the supervising agency, and shall register with the supervising agency within 5 days of the signing of court order. The cost of supervised exchanges shall be paid by the parties equally. Each parent shall be responsible for his/her own registration fees and/or orientation cost. If the selecting party wishes to change the location of the exchange agency, they shall notify the other party in writing with the name and address of the new agency.
- The parents are restrained from interfering with the transporting of the child's clothing and personal possessions between the parents' homes. Each parent shall ensure that the child's clothing and personal possessions are returned to their home of origin in a timely manner, unless otherwise agreed upon between the parents.
- Responsibility for providing the transportation for the child to and from exchanges shall be divided between the parents, in the event of a disagreement the receiving party shall be responsible for arranging transportation.
- In the event the receiving parent is unable to exercise visitation on a given occasion, he or she must provide the other parent with at least 24-hours advance notice of the cancellation of the visit with the child.
- The parent responsible to arrange transportation to and from the exchanges may utilize a third party to transport the child, if needed. If a third party is utilized, he/she shall be known to the parents and the child.
- The child must be driven only by a licensed and insured driver and the vehicle must have legal child restraint devices.
- If the receiving parent is over 30-minutes late and has not called in advance to notify the other party, the remaining scheduled time for that visitation period shall be forfeited unless a reasonable visitation time can be negotiated between the parents.
- Each parent is to provide the other parent with the address, telephone number and an emergency telephone number where he/she can be immediately contacted in case of an emergency regarding the child. Each parent shall notify the other parent within 24 hours of any changes of address and/or telephone numbers. This provision shall not be used for the purpose of harassing or annoying the other parent.
- Neither parent will schedule activities for the child during the other parent's scheduled parenting time without the other parent's prior agreement.
- Neither parent will change the last name of the child or have a different name used on the child's medical, school, or other records without written consent of the other parent.
- The child must not be left alone without age-appropriate supervision.
- The parents must let each other know the name, address, and telephone number of the child's regular child-care providers.

- Each parent shall be entitled to reasonable, private, telephone, communication with the child. Neither parent shall record, listen in, hang up on or otherwise end the call, or in any manner interfere with the child's right to have a private telephone conversation with the other parent. The parents shall refrain from using the telephone for obtaining information from the child regarding the other parent.
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  - The child shall be made available for telephone contact on Tuesday and Thursday between 7:00 p.m. and 07:30 p.m.