CUSTODY AGREEMENT AND PARENTING PLAN
JD-FM-284 Rev. 9-21
C.G.S. § 46b-56; WCAG 2.1 AA

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov

Instructions
Complete all of the sections of this form that apply to you.

For information on ADA accommodations, contact a court clerk or go to: *www.jud.ct.gov/ADA.*

Judicial district of	At *(Town)*	Docket number

Plaintiff's name *(Last, first, middle initial)*	Defendant's name *(Last, first, middle initial)*

The plaintiff and defendant agree that:

Upon approval by the court, this parenting plan will be: *(Select one)*

☐ **Temporary**: This agreement will apply until the case is completely concluded or this agreement is changed by a later court order.

OR

☐ **Final**: All completed sections will be incorporated in the court's final order in this case.

OR

☐ **Post-Judgment Modification**: This agreement changes a final custody and/or visitation order from before.

This parenting plan is for the following child(ren) born to, or adopted by, the parents:

Name	Birth date	Name	Birth date

A. Decision-Making Responsibility: *(Select one)*

☐ **Joint Legal Custody**: Both parents will share equally in the responsibility for making major decisions about the child(ren).

OR

☐ **Sole Legal Custody**: *(parent's name)* _____ will have the sole decision-making authority on major decisions about the child(ren).

OR

☐ **Other**: _____

_____

_____

_____

B. Physical Custody and Parenting Time:

1. Regular Schedule: *(Select one)*

☐ The child(ren) will live with *(parent's name)* _____, except for the following days and times when the other parent will have parenting time with the child(ren):

_____

_____

_____

OR

☐ The parents will have equal, or approximately equal, parenting time with the child(ren) as follows:

_____

_____

_____

OR

☐ Other: _____

_____

_____

_____

B. Physical Custody and Parenting Time: *(Continued)*

2. Telephone Contact:

☐ Each parent may have reasonable telephone contact with the child(ren) during the child(ren)'s normal waking hours, except as follows:

_____

_____

_____

_____

3. Holiday Schedule: *(Select one)*

☐ The parents will share holidays as they may agree from time to time.

OR

☐ The parents agree to the holiday schedule below. Whenever the holiday schedule is different from the regular schedule, the parents will follow the holiday schedule. (*Select the boxes that apply and indicate the years of the holiday (even or odd) and the parenting time. For any holiday for which you do not want or need to make an agreement that will become part of the court order, leave all of the applicable boxes unchecked. Use the blank spaces at the bottom of the chart to add any other holidays that you want to make an agreement on.)*

Holiday	Plaintiff		Defendant		Time From	Time To
New Year's Eve	☐ Even	☐ Odd	☐ Even	☐ Odd		
New Year's Day	☐ Even	☐ Odd	☐ Even	☐ Odd		
Easter	☐ Even	☐ Odd	☐ Even	☐ Odd		
4th of July	☐ Even	☐ Odd	☐ Even	☐ Odd		
Halloween	☐ Even	☐ Odd	☐ Even	☐ Odd		
Veterans' Day	☐ Even	☐ Odd	☐ Even	☐ Odd		
Thanksgiving	☐ Even	☐ Odd	☐ Even	☐ Odd		
Hanukkah	☐ Even	☐ Odd	☐ Even	☐ Odd		
Christmas Eve	☐ Even	☐ Odd	☐ Even	☐ Odd		
Christmas Day	☐ Even	☐ Odd	☐ Even	☐ Odd		
Mother's Day	☐ Even	☐ Odd	☐ Even	☐ Odd		
Father's Day	☐ Even	☐ Odd	☐ Even	☐ Odd		
Lincoln's Birthday	☐ Even	☐ Odd	☐ Even	☐ Odd		
	☐ Even	☐ Odd	☐ Even	☐ Odd		
	☐ Even	☐ Odd	☐ Even	☐ Odd		
	☐ Even	☐ Odd	☐ Even	☐ Odd		

☐ On Monday state or federal holidays, the child(ren) will stay in the care of the parent who has them during the weekend just before that holiday unless otherwise specified in the above chart, or as follows:

_____

_____

_____

4. Summer Schedule: *(Select one)*

During the summer months when the child(ren) are not in school:

☐ The parents will continue to follow the Regular Schedule in Section B.1. of this agreement.

OR

☐ The parents agree to the following changes to the Regular Schedule:
(except during summer vacation time with either parent as agreed to in Section B.5. of this agreement)

_____

_____

_____

_____

B. Physical Custody and Parenting Time: *(Continued)*

5. Summer Vacation: *(Select all that apply)*

☐ Each parent is entitled to _____ week(s) of summer vacation with the child(ren) and will work out the details of summer vacation by (*date*) _____ of each year.

☐ If a parent is entitled to 2 or more weeks of vacation with the child(ren), the weeks *(Select one)* ☐ may ☐ may not be consecutive.

6. Transportation and Exchange of Child(ren) Schedule: *(Select all that apply)*

☐ Transportation arrangements for exchanges of the child(ren) between the parents for the regular schedule will be as follows: _____

☐ Transportation arrangements for exchanges of the child(ren) between the parents for holidays or the summer schedule, if different from above, will be as follows: _____

☐ Unless both parents agree on a different meeting place, the exchange of the child(ren) will be at:

☐ Other: _____

7. Travel: *(Select all that apply)*

☐ A parent who travels overnight outside of Connecticut with the child(ren) will keep the other parent informed of the travel plans, including transportation information and address(es), and telephone number(s) at which the travelling parent and child(ren) may be reached.

☐ Neither parent will travel with the child(ren) outside of Connecticut for longer than _____ days at a time without the prior written consent of the other parent or an order of the court.

C. General Parenting Responsibilities:

Unless there is a court order stating otherwise, the parents agree to the following terms:

- Each parent will promote a healthy, beneficial relationship between the child(ren) and the other parent and will not demean or speak negatively in any manner that would damage the relationship between either parent and the child(ren).
- Neither parent will abuse alcohol or use illegal drugs when the child(ren) are in their care. Neither parent will allow the child(ren) to be in the presence of anyone abusing alcohol or using illegal drugs.
- 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. The parents will adjust parenting schedules fairly when family situations, illnesses, or other commitments make temporary changes reasonable.
- Each parent will be responsible for making sure that the child(ren) attend regularly scheduled activities, including, but not limited to, sports and extracurricular activities, while the child(ren) are with that parent.

D. Information Sharing and Access, Including Telephone and Electronic Access:

Unless there is a court order stating otherwise, the parents agree to the following terms:

- Both parents have equal rights to inspect and receive the child(ren)'s school records, and both parents are encouraged to talk with school staff about the child(ren)'s welfare and education. Both parents are encouraged to participate in and attend the child(ren)'s school events.

D. Information Sharing and Access, Including Telephone and Electronic Access: *(Continued)*

- Both parents have equal rights to inspect and receive governmental agency and law enforcement records about the child(ren).
- Both parents have equal rights to talk with any person who may provide care or treatment for the child(ren) and to inspect and receive the child(ren)'s medical, dental, or psychological records, unless there are other statutory restrictions.
- Each parent has a continuing responsibility to provide a residential, mailing, or contact address and contact telephone number to the other parent.
- Each parent has a continuing responsibility to tell the other parent about any emergency circumstances or substantial changes or decisions affecting the child(ren), including the child(ren)'s medical needs, as promptly as possible.

E. Methods for Resolving Disputes: *(Select one)*

☐ In the future, if the parents have joint legal custody and they have a disagreement about major parenting decisions, they will try to resolve it together in the best interests of the child(ren). If the parents are unable to resolve the disagreement, they will seek the help of the following neutral third party (*Name*) _____. Only if the parents are unable to resolve the disagreement after seeking help from the third party will either of them ask the court to decide the issue.

OR

☐ Other: _____

_____

_____

_____

F. Financial Responsibilities (Child Support Orders):

(Select all that apply and attach the Worksheet for the Connecticut Child Support and Arrearage Guidelines, form CCSG-1)

The parents agree that the following financial responsibilities (child support orders) will continue until:

- The child(ren) reach age 18; or
- If any child is unmarried and a full-time high school student, until that child completes 12th grade or reaches age 19, whichever happens first; or
- Until these responsibilities are changed by a court order or another agreement that the court approves.

The parents understand that the amounts and percentages for the financial responsibilities below must follow the Child Support and Arrearage Guidelines (the Guidelines) unless one of the deviation criteria (acceptable reasons not to follow the Guidelines) applies. *(These guidelines are available in the Clerk's Offices, Court Service Centers, and on the Judicial Branch website at: https://www.jud.ct.gov/Publications/ChildSupport/CSguidelines.pdf.)*

1. Current Support:

☐ The *(Select one)* ☐ plaintiff ☐ defendant will pay $_____ ☐ weekly ☐ monthly to the other parent and/or the State of Connecticut as Current Support. *(Select one)*

☐ The Current Support amount **follows** the amount required by the Guidelines;

OR

☐ The Current Support amount **does not follow** the amount required by the Guidelines, which calls for the *(Select one)* ☐ plaintiff ☐ defendant to pay: $_____ ☐ weekly ☐ monthly .
*The reason that this amount **does not follow** the Guidelines is: (See the Guidelines for acceptable reasons not to follow the Guidelines.)*

_____

_____

_____

_____

F. Financial Responsibilities (Child Support Orders): *(Continued)*

2. Arrearage:

☐ The *(Select one)* ☐ plaintiff ☐ defendant owes to the other parent and/or the State of Connecticut an arrearage in child support in the amount of $_____, and will pay $_____ ☐ weekly ☐ monthly **in addition to Current Support** until the arrearage is paid off. *(Select one)*

☐ The Arrearage amount **follows** the amount required by the Guidelines**;**

OR

☐ The Arrearage amount **does not follow** the amount required by the Guidelines, which calls for the *(Select one)* ☐ plaintiff ☐ defendant to pay: $_____ ☐ weekly ☐ monthly.
*The reason that this amount **does not follow** the Guidelines is: (See the Guidelines for acceptable reasons not to follow the Guidelines.)*

_____
_____
_____
_____

3. Health Care Coverage Contribution: *(Select all that apply)*

☐ The *(Select one)* ☐ plaintiff ☐ defendant will provide ☐ **medical** ☐ **dental** **insurance coverage** for the child(ren) by: *(Select all that apply)*

☐ Keeping the current coverage or its equivalent;

☐ Getting and keeping coverage that is available at a reasonable cost *(5% of net income for a low-income parent or 7.5% of net income for a parent who is not low-income according to the Guidelines)*;

☐ Applying for and keeping HUSKY insurance until I can get medical insurance coverage that is available at a reasonable cost *(5% of net income for a low-income parent or 7.5% of net income for a parent who is not low-income according to the Guidelines)*; **OR**

☐ Other: *(specify)* _____
_____
_____
_____

☐ The *(Select one)* ☐ plaintiff ☐ defendant will pay $_____ *(Select one)* ☐ weekly ☐ monthly **Cash Medical Support** to *(name)* _____ or the State, as their interests may appear, toward the cost of premiums for **health insurance** coverage provided by (*name*)_____ or by HUSKY or another public entity as long as the child(ren) are covered by this health insurance plan or by HUSKY.

☐ The *(Select one)* ☐ plaintiff ☐ defendant will pay $_____ *(Select one)* ☐ weekly ☐ monthly **Cash Medical Support** to *(name of provider or person obligated to pay the provider)* _____ toward the following **ongoing extraordinary medical or dental expenses**: _____
_____
_____
_____

until *(date)* _____ or until these expenses are fully paid.

The Health Care Coverage Contribution *(Select one)* ☐ **follows** ☐ **does not follow** the Guidelines. If this contribution **does not follow** the Guidelines the reason is: *(See the Guidelines for acceptable reasons not to follow the Guidelines.)*

_____
_____
_____
_____

F. Financial Responsibilities (Child Support Orders): *(Continued)*

4. Unreimbursed Health Care Expenses:

☐ The Plaintiff will pay _____ % and the Defendant will pay _____% of any health care expenses for the child(ren) that are not covered by insurance or reimbursed in any other other manner. This includes, but is not limited to, medical, dental, orthodontic, ophthalmological, optical, pharmaceutical, psychological, psychiatric, therapeutic, and hospital expenses. *(Select one)*

☐ The Unreimbursed Health Care Expenses percentage **follows** the Guidelines;

OR

☐ The Unreimbursed Health Care Expenses percentage **does not follow** the Guidelines, which calls for the Plaintiff to pay _____% and the Defendant pay _____ %. The reason that this percentage **does not follow** the *Guidelines is: (See the Guidelines for acceptable reasons not to follow the Guidelines.)*

_____

_____

_____

5. Child Care Contribution:

☐ The Plaintiff will pay _____% and the Defendant will pay _____% of any qualifying child care costs for the child(ren). *(Select one)*

☐ The Child Care Contribution percentage **follows** the Guidelines;

OR

☐ The Child Care Contribution percentage **does not follow** the Guidelines, which calls for the Plaintiff to pay _____% and the Defendant pay _____ %. The reason that this percentage **does not follow** the *Guidelines is: (See the Guidelines for acceptable reasons not to follow the Guidelines.)*

_____

_____

_____

G. Income Withholding Orders:

The parents understand that the court is required to enter an immediate withholding order against the income of the obligor (parent required to pay) when it enters or changes a child support order. The court can, however, make the withholding order contingent, so that it only goes into effect if the obligor falls 30 or more days behind in paying the support order, if both parents agree to a contingent income withholding order.

The parents agree to: *(Select one)*

☐ An immediate income withholding order;

OR

☐ A contingent income withholding order.

H. Additional Agreement Terms: *(attach additional pages, if needed)*

_____

_____

_____

_____

I. Tax Exemptions: *(Select one)*

☐ The parents will claim the minor child(ren) as income tax exemption(s) in the manner as determined by law;

OR

☐ Other: _____

_____

_____

_____

Plaintiff's name *(Last, first, middle initial)*	Defendant's name *(Last, first, middle initial)*	Docket number

J. Complete Agreement:

This document includes all of the terms of the parents' agreement about the issues that it covers. The parents agree to promptly execute all other documents necessary to carry out all of the terms and conditions of this agreement.

Only sign this agreement if you have read it carefully and understand every part of it. Do not sign this agreement unless it accurately describes your full agreement. This agreement waives certain important rights and establishes certain important rights in your favor. This agreement MUST be signed by BOTH parents.

We certify that the above statements are our agreement. We have signed it voluntarily, and no one pressured or forced us to do so.

Plaintiff's signature	Plaintiff *(Print name)*	Date signed
Defendant's signature	Defendant *(Print name)*	Date signed
Other signature	Other Signer *(Print name and Capacity)*	Date signed
Other signature	Other Signer *(Print name and Capacity)*	Date signed