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**200. CHILDREN AND PARENTAGE ORDERS:**

The petitioner and respondent are the mother and father of each minor child listed here:

name:	birth date:	name:	birth date:

Any reference in this document to a minor child refers to any minor child listed above unless otherwise specified.

**JURISDICTION OVER CHILD CUSTODY (FC§3048, Mandatory)**

201. This court's basis for the exercise of jurisdiction over each minor child is that this is a proceeding under the California Family Code in which this court is authorized to make child custody orders, (FC§3021(a)-(g) or FC§3104) AND;

The country of habitual residence of each minor child for all purposes is the United States, (42USC§11601 et seq.)

AND;  The home state for all purposes is the State of California, (FC§3421, 42USC§11601 et seq.);

OR  Each minor child has a significant connection with this state and there is either no home state or no home state that has not already declined to exercise its jurisdiction (FC§§3421, 3423)

OR  This state has temporary emergency jurisdiction under the UCCJEA (FC§§3424)

OR  All necessary parties have acquiesced in this court's exercise of jurisdiction over the custody of each child.

**CHILD CUSTODY ORDERS (FC§§3000-3200):**

Unless otherwise provided herein, the agreements that are to be included in a judgment or modification of a prior judgment shall be considered as a final determination of the child custody and visitation litigation.

Under FC§3025, access to records and information pertaining to a minor child, including health care and school records shall not be denied to a parent because that parent is not a custodial parent

202.  Custody of each minor child is awarded pursuant to the Conciliation Court agreement dated/filed: \_\_\_\_\_.

203.  Existing child custody orders shall remain in full force and effect except as otherwise provided herein.

**LEGAL CUSTODY** of each minor child is awarded as follows:

204.  **JOINT LEGAL CUSTODY.** (FC§3003) Both parents shall share the right and responsibility to make decisions relating to the health, education and welfare of each minor child. Such decisions shall include, but are not limited to, those specified in paragraph 233 herein, if any.

Joint legal custody does not permit actions that are inconsistent with the physical custody unless the action is expressly authorized by the court. Either parent acting alone may exercise legal control of each minor child except under circumstances, if any, in which the consent of both parents is required by agreement or court order (FC§3083):

205. The consequences for failure to obtain mutual consent when required by court order are as follows (FC§3083):

a. Willful disobedience of a lawful court order may be contempt of court (CCP§1209-22) and a misdemeanor (PC§166).

b. Such failure may be a lawful reason for the court to change the legal and physical custody of a minor child.

c. Other consequences, if any, may be specified in this agreement or by court order.

206.  **SOLE LEGAL CUSTODY** (FC§3006) is awarded to the  Petitioner  Respondent, who shall have the right and responsibility to make decisions relating to the health, education and welfare of each minor child.

**PHYSICAL CUSTODY** of each minor child is awarded as follows (Select one of the following or skip to ¶211):

207.  **JOINT PHYSICAL CUSTODY.** (FC§3004) Each parent shall have significant periods of physical custody. Joint physical custody shall be shared by the parents in such a way so as to insure each minor child of frequent and continuing contact with both parents. (See ¶211 for specific arrangements, if any)

208.  **SOLE PHYSICAL CUSTODY** (FC§3007) is awarded to  Petitioner  Respondent. Each minor child shall reside with and be under the supervision of that parent subject to the power of the court to order visitation.

Reasonable visitation  IS (OR)  IS NOT, awarded to the  Petitioner  Respondent.

(See ¶211 for specific arrangements, if any)

209.  **PRIMARY PHYSICAL CUSTODY** is awarded to the  Petitioner  Respondent, who shall have the primary responsibility for the care, custody and control of each minor child, however the other parent shall also have the care, custody and control of each minor child during the time periods specified herein, or if no specific time periods are set forth herein, during reasonable times and for reasonable periods so as to insure each child of frequent and continuing contact with both parents. (See ¶211 for specific arrangements, if any)

210.  **PHYSICAL CUSTODY** shall be SHARED by the parties according to the following parenting plan (see ¶211):

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**PHYSICAL CUSTODY ORDERS (continued):**

211. **PARENTING PLAN:**  Petitioner  Respondent shall have the custody of and responsibility for each minor child during the following time periods and the times not specified herein shall be for the other party:

(ONLY CHECK BOXES THAT APPLY, COMPLETE BLANKS THAT APPLY AND CIRCLE THE OPTIONS THAT APPLY)

- Alternate weeks or weekends from \_\_\_\_\_ day at \_\_\_\_\_ m to \_\_\_\_\_ day at \_\_\_\_\_ m starting \_\_\_\_\_.
- Alternate weeks or weekends from \_\_\_\_\_ day at \_\_\_\_\_ m to \_\_\_\_\_ day at \_\_\_\_\_ m starting \_\_\_\_\_.
- 1st  2nd  3rd  4th  5th weekends of each month from \_\_\_\_\_ day at \_\_\_\_\_ m to \_\_\_\_\_ day at \_\_\_\_\_ m.
- 1st  2nd  3rd  4th  5th weekends of each month from \_\_\_\_\_ day at \_\_\_\_\_ m to \_\_\_\_\_ day at \_\_\_\_\_ m.  
(1st weekend is the weekend with the first Saturday of each month)
- Each week from \_\_\_\_\_ day at \_\_\_\_\_ m to \_\_\_\_\_ day at \_\_\_\_\_ m starting \_\_\_\_\_.
- Each week from \_\_\_\_\_ day at \_\_\_\_\_ m to \_\_\_\_\_ day at \_\_\_\_\_ m starting \_\_\_\_\_.
- Each week on \_\_\_\_\_ day(s) from \_\_\_\_\_ m to \_\_\_\_\_ m starting \_\_\_\_\_.
- Each week on \_\_\_\_\_ day(s) from \_\_\_\_\_ m to \_\_\_\_\_ m starting \_\_\_\_\_.

Vacation periods, holidays, and other non-school periods shall be shared by the parties as follows and the above schedule shall not apply to the time periods specified below:

- Thanksgiving break from \_\_\_\_\_ day at \_\_\_\_\_ m to \_\_\_\_\_ day at \_\_\_\_\_ m in odd/ even/ all years with PETITIONER and in odd/ even/ all years with RESPONDENT.
- Winter vacation, first part, from last day of school/\_\_\_\_\_ at \_\_\_\_\_ m to Dec 24 / 25 / 26 / \_\_\_\_\_ at \_\_\_\_\_ m in odd/ even/ all years with PETITIONER and in odd/ even /all years with RESPONDENT.
- Winter vacation, second part, from Dec 24/ 25/ 26/\_\_\_\_\_ at \_\_\_\_\_ m to day before school resumes/ \_\_\_\_\_ at \_\_\_\_\_ m in odd/ even/ all years with PETITIONER and in odd/ even/ all years with RESPONDENT.
- Spring vacation, all or first part, from last day of school/\_\_\_\_\_ at \_\_\_\_\_ m to day before school resumes/ \_\_\_\_\_ at \_\_\_\_\_ m in odd/ even/ all years with PETITIONER and in odd/ even/ all years with RESPONDENT.
- Spring vacation, second part, \_\_\_\_\_ day at \_\_\_\_\_ m to day before school resumes/ \_\_\_\_\_ day at \_\_\_\_\_ m in odd/ even/ all years with PETITIONER and in odd/ even/ all years with RESPONDENT.
- Summer or other breaks (including year round school breaks) shall be shared by alternating one /two / \_\_\_\_\_ week periods with  PETITIONER  RESPONDENT having the first period starting on the last school day at \_\_\_\_\_ m in odd/ even/ all years and the other party having the first period in odd/ even/ all years.
- \_\_\_\_\_ weeks each summer for PETITIONER who shall give written notice of dates by \_\_\_\_\_.  
Failure to give such notice results in the other party having priority if dates conflict.
- \_\_\_\_\_ weeks each summer for RESPONDENT who shall give written notice of dates by \_\_\_\_\_.  
Failure to give such notice results in the other party having priority if dates conflict.
- Monday holidays to be with the party who has the weekend, extending such weekend 24 hours.  
(including MLK, PRESIDENTS, CHAVEZ, MEMORIAL, LABOR and COLUMBUS DAYS)
- If Mother's Day or Father's Day occurs on a weekend otherwise scheduled for the other party, the parties shall exchange the entire weekend for that party's next scheduled weekend.
- All holidays not specified otherwise shall be  SHARED OR  ALTERNATED ANNUALLY by the parties.
- Other:

Other occasions not specified above such as NEW YEARS, LINCOLN'S BIRTHDAY, Passover, Easter, Mother's Day, Father's Day, 4th OF JULY, Rosh Hashanah, Yom Kippur, Halloween, THANKSGIVING, Chanukah, CHRISTMAS, birthdays, and Monday holidays shall be shared as follows (CALIFORNIA LEGAL HOLIDAYS IN CAPITAL LETTERS):

√	other occasions	times w/petitioner	years	times w/respondent	years
		to	odd/even/all	to	odd/even/all
		to	odd/even/all	to	odd/even/all
		to	odd/even/all	to	odd/even/all
		to	odd/even/all	to	odd/even/all

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220. OTHER ORDERS RELATING TO THE LEGAL AND PHYSICAL CUSTODY OF MINOR CHILDREN (Optional):

221. In the event of any dispute regarding custody, visitation, time sharing or other matters concerning a minor child, the parties shall attempt to mediate such dispute through Family Court Services (the Conciliation Court). (FC§§3160 - 3186)

222.  Each party shall advise the other of his or her current address, place of employment and phone numbers and shall advise the other of any changes as soon as reasonably possible. (OR, within \_\_\_\_\_ days of any such change)

223.  Each party shall advise all schools and health care providers of the name, address and phone numbers of the other party in any registration, enrollment, emergency notification or other forms in which family information is requested.

224.  Each party shall provide the other, within a reasonable period of time, with copies of all schedules of school and extracurricular activities, school report cards, progress and special reports, medical reports and health care instructions regarding any minor child.

225.  Each party shall advise the other, within a reasonable period of time prior thereto, of all school and extra curricular activities of any minor child in which parents are invited or allowed to observe or participate.

226.  Each party shall advise the other, within a reasonable period of time prior thereto, of any medical and mental health treatment or evaluation of any minor child, including the name and address of the provider of such services.

227.  In emergency situations, either party may authorize necessary health care treatment and procedures for any minor child and such party shall notify the other thereof as soon as reasonably possible.

228.  Neither party shall make derogatory nor disparaging remarks about the other to or in the presence of, or within the hearing of, any minor child.

229.  Neither party shall be under the influence of alcohol, nor other substance which substantially impairs that party's ability to care for a minor child, at any time such party is responsible for the health and safety of any minor child.

230.  Neither party shall change the residence of any minor child from the state of California (AND  from the counties of Los Angeles and \_\_\_\_\_ ) without the prior written consent of the other or prior order of court.

231.  Neither party shall change the residence of any minor child for more than 30 days, without the written consent of the other or an order of this court, without giving written notice to the other party in the manner provided in FC§3024.

232.  A party who is unable to assume responsibility for the care of any minor child during any scheduled period of custody for that party is responsible for making adequate alternative arrangements for the care of such child.

233.  (For joint legal custody orders) The rights (to make decisions, that the parties shall share, relating to the health, education and welfare of each minor child under paragraph 205, include, but are not limited to:

- (1)  Enrollment or termination of attendance in any public or private school.
- (2)  Participation in regularly occurring extra curricular activities.
- (3)  Non emergency medical, dental and orthodontic treatment other than routine checkups.
- (4)  Participation in mental health counseling, therapy or treatment.
- (5)  Change in area of child's residence. (6)  Issuance of driver license. (7)  Issuance of a passport.
- (8)  Other:

250. ORDERS FOR TRANSPORTATION AND EXCHANGE OF PHYSICAL CUSTODY / VISITATION (Optional):

251.  Each party shall provide for the transportation of each minor child at the  BEGINNING or  ENDING of that party's period of physical custody except as otherwise provided herein.

252.  Petitioner  Respondent shall provide for all transportation for exchanges of physical custody or visitation except as otherwise provided herein.

253.  The parties shall exchange periods of physical custody through each child's school or child care provider when such exchanges are to occur at times when that child is attending school or child care. If the child is absent from such location the receiving party shall pick up the child from the other parties residence unless agreed or specified herein.

260. OTHER ORDERS:

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300. **CHILD SUPPORT ORDERS** (FC§3500 et seq.):

301.  A completed STIPULATION TO ESTABLISH OR MODIFY CHILD SUPPORT AND ORDER, on Judicial Council form FL-350, is filed herewith or has been filed and remains in full force and effect. OR

302.  Petitioner  Respondent shall pay the  petitioner  respondent for the support of each minor child, the amounts set forth below,  through the California State Disbursement Unit (complete ¶311 for such orders)

payable one half on the 1st and 15th days of each month commencing: \_\_\_\_\_ .

OR  payable on the \_\_\_\_\_ day(s) of each month commencing: \_\_\_\_\_ .

child's name	birth date	amount/mo.	child's name	birth date	amount/mo.
		\$			\$
		\$			\$
		\$			\$
TOTAL CHILD SUPPORT AMOUNT PAYABLE EACH MONTH					\$

The above payments shall continue for each child until such child reaches the age of 18 years, dies, marries or is otherwise emancipated or until further order of court, whichever first occurs.

The above payments shall continue for an unmarried child who has attained the age of 18 years, is a full time high school student, and who is not self supporting, until the time the child completes the 12th grade or attains the age of 19 years, which ever first occurs. (FC§3901)

The person to whom payments are made, shall notify the person ordered to make the payments of the happening of any contingency terminating child support as provided by FC§4007.

303. **BASIS FOR CHILD, SPOUSAL AND FAMILY SUPPORT CALCULATION** (Optional, FC§4005)

A printout of a computer calculation of the parties' financial circumstances is attached or on file herein.

OR, the parties' financial circumstances are as follows:

	petitioner	respondent
federal tax filing status (FC§4059a):		
approximate percentage of physical custody (FC§4055b1D):	%	%
gross monthly income or earning capacity (FC§4058):	\$	\$
net monthly disposable income (FC§4059-60):	\$	\$
hardship expenses (FC§4071):	\$	\$
health insurance / plan premiums (FC§4059d):	\$	\$
other (FC§4059):	\$	\$
child care costs:	\$	\$

304. **ORDERS FOR CHILD CARE COSTS** (FC§4062(a)(1)): The child care costs related to employment or to reasonably necessary education or training for employment skills shall be paid as follows:

The above child support includes a contribution towards the child care expenses for one or more minor children.

Each party shall pay one half of such child care costs in addition to any other support.

Petitioner shall pay (\$ or %) \_\_\_\_\_ and respondent shall pay (\$ or %) \_\_\_\_\_ of such child care costs.

Each party shall be responsible for child care expenses during that party's periods of physical custody.

Other orders for child care costs: \_\_\_\_\_

305. **STIPULATED CHILD SUPPORT DECLARATIONS** (FC§4065) (Mandatory if amount differs from guideline formula):

Child support  is  is not based on the Statewide Uniform Guideline.

The parties are fully informed of their rights concerning child support, this support order is agreed to without coercion or duress, is in the best interest of each minor child, and the needs of each minor child will be adequately met by the agreed amount of child support herein.

The right to support has not been assigned to the county pursuant to §11477 of the Welfare and Institutions Code and no public assistance application is pending.

306. **JOINER IN STIPULATION LOCAL CHILD SUPPORT AGENCY** (FC§4065(c)):

(Mandatory where Local Child Support Agency (LCSA) providing services pursuant to WIC§11477)

LCSA by: (name) \_\_\_\_\_

Signature of Local Child Support Agency representative

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CHILD SUPPORT ORDERS (Continued):

307. MODIFICATION OF CHILD SUPPORT (Notice required by FC§4010):

Child support orders may be modified under the provisions of FC§§3591, 3650-3680. Information on modification of child support is provided in judicial council form FL-192, "Information sheet on changing a child support order," available in the clerk's office, and assistance may be obtained through the Office of the Family Law Facilitator.

308. WAGE AND EARNINGS ASSIGNMENT ORDER (Mandatory under FC§5230):

A Wage and Earnings Assignment Order, judicial council form FL-195, shall be filed ordering the employer of the obligor to pay to the obligee that portion of the obligor's earnings as will be sufficient to pay an amount to cover the support ordered in this case and any amount ordered by the court toward the liquidation of the following arrearages:

- a monthly payment of \$ \_\_\_\_\_ toward arrearages of \$ \_\_\_\_\_ in child support as of \_\_\_\_\_
- a monthly payment of \$ \_\_\_\_\_ toward arrearages of \$ \_\_\_\_\_ in spousal support as of \_\_\_\_\_

Interest is not included in the above amounts unless specified herein:

309. ORDERS FOR HEALTH CARE COVERAGE AND COSTS FOR CHILDREN (Mandatory under FC§3751(a)(2)):

Petitioner  Respondent  Both parents shall maintain health insurance coverage under FC§§3750-3753 for the benefit of each supported child if that insurance is available at no cost or at reasonable cost to the parent as defined by FC§3751(a)(2), (presumed reasonable if does not exceed 5% of gross income). If such coverage is not available, such coverage shall be obtained if it becomes available at no cost or reasonable cost.

Each parent shall provide the other with insurance coverage information, identification documents, claim forms and other documents and information necessary to utilize insurance coverage for each supported child and to obtain reimbursement for health care services costs incurred for each supported child.

Any reimbursement due from one party to the other under this order or otherwise under FC§4063 shall be paid within 30 days of demand in the manner specified in FC§4063 unless a different period of time is specified here: \_\_\_\_\_

(Judicial Council form FL-192 contains additional information on health care costs and reimbursement procedures)

Reasonable and necessary health care costs of each supported child not covered by insurance, including medical, pharmaceutical, vision, dental, orthodontic and mental health costs, shall be shared equally by the parents (unless a different allocation is set forth below), and each parent shall reimburse the other for his or her share of such expenses paid by the other.

The parties waive the right to written notice of an application for a health insurance coverage order under FC§3761.

310. DEPENDENCY EXEMPTIONS (Optional):

In absence of any specific agreement the custodial parent is usually entitled to claim exemptions (see IRC§152(e)).

Petitioner  Respondent shall have the right to claim  each minor child, OR  each child listed below, as a dependent and exemption for all state and federal income tax purposes  every year, OR  in each year listed below, and each party shall execute and deliver, on demand, any documents necessary for such claim, including IRS form 8332.

A party required to pay child support to the other shall not make the above claims for any year for which the full amount of child support has not been paid.

311. INFORMATION REQUIRED FOR STATE DISBURSEMENT ORDERS (Mandatory for welfare recipients, FC§4200):

All support payments shall be paid to the office of the **CA State Disbursement Unit, PO Box 989067, West Sacramento, CA 95798-9067** by check or money order including the number of this case.

The CHILD SUPPORT CASE REGISTRY FORM (FL 191) shall be completed and submitted to the court

The Local Child Support Agency may appear on behalf of the public interest in any proceeding to enforce support.

312. OTHER ORDERS:

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**400. SPOUSAL OR FAMILY SUPPORT ORDERS (FC§§92, 142, 3590-3604, 3650-3654, 4300-4360):**

Unless otherwise agreed in writing, the obligation of a party under an order for support of the other party terminates upon the death of either party or the remarriage of the other party (FC§4337).

401.  The court reserves jurisdiction to award spousal support to  both parties  Petitioner  Respondent until further order of court or until the date of \_\_\_\_\_, whichever first occurs.

402.  Petitioner  Respondent shall pay  Petitioner  Respondent, as  spousal support  family support: \$ \_\_\_\_\_ per month beginning \_\_\_\_\_, (If step down:) then \$ \_\_\_\_\_ per month beginning \_\_\_\_\_, then \$ \_\_\_\_\_ per month beginning \_\_\_\_\_,

payable one half on the 1st and 15th days of each month, OR  on the \_\_\_\_\_ day(s) of each month.

payable through the California State Disbursement Unit (complete ¶311).

payable by wage and earnings assignment order (FC§5230 and judicial council form FL-435 or FL-195).

403. These payments shall continue until further order of court, the date of \_\_\_\_\_ or until termination by law under FC§4337, whichever first occurs.

404.  The duration of the court's jurisdiction over spousal support  MAY NOT BE, OR  MAY BE extended if an application to extend jurisdiction is filed herein prior to the date that either the court's jurisdiction or any spousal support order otherwise expires.

**405. CAUTION, THE FOLLOWING WAIVER TERMINATES THE PARTIES' RIGHTS TO SPOUSAL SUPPORT.**

IN A PROCEEDING FOR DISSOLUTION OR LEGAL SEPARATION THE COURT WOULD OTHERWISE RETAIN JURISDICTION TO AWARD SPOUSAL SUPPORT TO EITHER PARTY INDEFINITELY WHERE THE MARRIAGE IS OF LONG DURATION. A MARRIAGE IS PRESUMED TO BE OF LONG DURATION IF OVER 10 YEARS BUT THIS MAY ALSO APPLY TO SHORTER DURATIONS (FC§4336).

406.  Petitioner and respondent both waive any and all rights to receive spousal support from the other at any time hereafter. No spousal support shall be paid by either party to the other and the court shall not retain jurisdiction to award spousal support to either party from the other at any time hereafter regardless of the needs or ability to pay of either party or any other circumstances. The right to receive spousal support or alimony from the other is terminated forever.

The parties should initial here if they agree with, have read and understand this **SPOUSAL SUPPORT WAIVER:**

Petitioner:  Respondent:

**407. HEALTH CARE COVERAGE AND COSTS FOR SPOUSE:**

Petitioner  Respondent shall maintain health insurance coverage for the benefit of the other, if eligible for such coverage under an existing insurance plan, to continue for so long as the other is eligible, and shall notify the other as soon as possible upon receiving notice of termination of such eligibility and of information necessary to convert such policy to any other available policy for which the other party would be eligible. (including COBRA rights, see H&SC§§1366.20-.28, 1373.621 and IRC §4980B).

**408. SPOUSAL SUPPORT ADMONITION (FC§4330):**

The parties acknowledge, by signing this agreement, that it is the goal of this state that each party shall make reasonable good faith efforts to become self-supporting as provided for in FC§4320. The failure to make good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating support.

**409. OTHER ORDERS:**

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