

State of Louisiana * Parish of Ouachita/Morehouse * 4th Judicial District Court

Filed: _____

VS. No. _____ (Division _____)

By Dy
Clerk: _____

**JOINT STIPULATION
AND CONSENT JUDGMENT**

BEFORE the undersigned Notary Public, personally came and appeared Plaintiff, _____, and Defendant, _____, who, after first being duly sworn, stated as follows:

That they are the Mother and the Father of the following minor child[ren]:

Name(s) of the Minor Child[ren]	Date of Birth	Current Age	Social Security Number

That there are issues before the court which the Plaintiff and Defendant desire to settle amicably, without the need for any judicial proceedings which involve the said issues; that, in order to do so, and in consideration of their mutual agreement to amicably resolve said issues, they hereby jointly stipulate to all of the following:

A. PHYSICAL CUSTODY: The parties hereby agree to share the joint custody of the minor child[ren]. The _____, with whom the child[ren] shall principally reside, shall be domiciliary parent of the minor child[ren].

1. RECURRING CUSTODIAL/VISITATION PERIODS: The _____ shall have liberal custodial periods with the minor child[ren] as agreed upon by and between the parties. However, in the absence of agreement, the _____ shall have, at a minimum, the custodial/visitation periods with the minor child[ren] as indicated below:

- a. **Weekend:** Every other weekend, from Friday at 6:00 p.m. until the following Sunday at 6:00 p.m. The alternating weekend custodial periods in favor of the _____ shall begin with the weekend starting on Friday, _____, 20____, and shall alternate every other weekend thereafter. Except as provided in the holiday and special occasion custody/visitation provisions contained herein, in the event a weekend custody/visitation period is followed by a Monday legal holiday, then this parent’s weekend privilege shall automatically expand by 24 hours to incorporate said legal holiday.
- b. **Weekday:** The _____ shall be entitled to enjoy a custodial period with the minor child[ren] every _____ from 6:00 p.m. until the following morning at 8:00 a.m.
- c. In the event a custody/visitation period concludes on a school morning, the time used is approximate and meant to represent the actual commencement time of the minor child[ren]’s school day and the time the minor child[ren] is/are dropped off to attend school. The parent whose custody/visitation concludes at or about the time the child[ren] resume(s) school following said period shall return the child[ren] to school in a timely manner.
- d. Recurring custodial periods shall alternate and rotate until modified in writing by mutual agreement of the parties and/or by order of the Court. In the event a weekend or weekday custodial period falls at the same time as a holiday or special occasion as provided herein, said custodial period shall be superseded by the holiday or special occasion, and the schedule of recurring custodial periods shall resume as though they had not been interrupted.

2. HOLIDAYS: The parties shall share all of the child[ren]’s holiday periods as fairly and equitably as possible, giving due consideration to the need for the child[ren] to spend holiday time with each parent, the traditions which the parents and/or their families have maintained in the past, together with each parent’s work schedules (if any), and the reasonable desires of the child[ren]. However, in the absence of an agreement, the parties shall share the following alternating and rotating holidays, from 6:00 p.m. on the day before the holiday, until 6:00 p.m. on the day of the holiday: Mardi Gras, Easter, Thanksgiving, Christmas Eve, and Christmas Day, with the _____ enjoying the next holiday in said list, which is the _____ holiday, and the other parent enjoying the holiday which follows in said list, which is the _____ holiday, and the parties shall alternate and rotate the remainder of the holidays in the list until further orders of Court or mutual agreement of the parties. These holiday provisions take precedence when in conflict with the recurring custodial periods set forth in Section A, herein above.

OR

2. **HOLIDAYS:** The parties shall share all of the child[ren]'s holiday periods as fairly and equitably as possible, giving due consideration to the need for the child[ren] to spend holiday time with each parent, the traditions which the parents and/or their families have maintained in the past, together with each parent's work schedules (if any), and the reasonable desires of the child[ren].

OR

2. **HOLIDAYS:** All holidays and holiday periods shall be defined in accordance with the school calendar in effect for the school which the minor child[ren] attend(s). These holiday provisions shall take precedence when in conflict with the recurring custodial periods set forth in Section A above.

- a. **Thanksgiving Holidays** shall be split into two parts with the first part commencing at 6:00 P.M. on the day that school recesses and ending at Noon on the Wednesday just before Thanksgiving; and with the second part commencing at Noon on the Wednesday just before Thanksgiving and ending at 6:00 P.M. on the day prior to school resuming; The Father shall have the first part and the Mother shall have the second part during even numbered years; and, during odd numbered years the Mother shall have the first part and the Father shall have the second part; and,
- b. **Christmas and New Year's Holidays** will be divided into two parts, with the first part commencing at 6:00 P.M. on the evening that school recesses and ending at noon on Christmas Day, and the second part commencing at noon on Christmas Day and ending at 6:00 P.M. on the day prior to school resuming in January. The Father shall have the First part during even numbered years and the second part during odd numbered years and vice-versa for the Mother;

OR

2. **HOLIDAYS:** All holidays and holiday periods shall be defined in accordance with the school calendar in effect for the school which the minor child[ren] attend(s). These holiday provisions take precedence when in conflict with the recurring custodial periods set forth in Section A, herein above.

- a. **Thanksgiving** shall be defined as commencing at 6:00 p.m. on the last school day preceding the Thanksgiving school holiday period of the minor child[ren] and concluding at 6:00 p.m. on the day before the child[ren] return(s) to school following said holiday period.
- i. In even-numbered years, the _____ shall be entitled to enjoy the entire Thanksgiving holiday period.
- ii. In odd-numbered years, the _____ shall be entitled to enjoy the entire Thanksgiving holiday period.
- b. The **Christmas and New Year's** holiday period shall be defined in two parts: (1) the first half of said period shall commence at 6:00 p.m. on the last school day preceding the holiday period and concludes at 9:00 p.m. on Christmas Eve, and (2) the second half of said period shall commence at the conclusion of the first half and shall conclude at 6:00 p.m. on the day before the child[ren] return(s) to school following said holiday period.
- i. In even-numbered years, the _____ shall be entitled to enjoy the first half of the Christmas and New Year's holiday period, and the other parent shall be entitled to enjoy the second half of the Christmas and New Year's holiday period.
- ii. In odd-numbered years, the _____ shall be entitled to enjoy the first half of the Christmas and New Year's holiday period, and the other parent shall be entitled to enjoy the second half of the Christmas and New Year's holiday period.
- c. **Spring Break** shall be defined as commencing at 6:00 p.m. on the last school day preceding the Spring Break school holiday period of the minor child[ren] and concluding at 6:00 p.m. on the day before the child[ren] return(s) to school following said holiday period.
- i. In even-numbered years, the _____ shall be entitled to enjoy the entire Spring Break holiday period.
- ii. In odd-numbered years, the _____ shall be entitled to enjoy the entire Spring Break holiday period.
- d. **Easter** shall be defined as commencing at 6:00 p.m. on the last school day preceding the Easter school holiday period of the minor child[ren] and concluding at 6:00 p.m. on the day before the child[ren] return(s) to school following said holiday period.
- i. In even-numbered years, the _____ shall be entitled to enjoy the entire Easter

holiday period.

- ii. In odd-numbered years, the _____ shall be entitled to enjoy the entire Easter holiday period.

3. SPECIAL OCCASIONS: Additional specific custodial rights which are to take precedence when in conflict with the recurring custodial periods set forth in Section A, herein above. Said additional specific visitation rights with the minor child[ren] and the times for the commencement and termination thereof are as follows:

- a. **Father's Day:** The Father shall be entitled to every Father's Day, from 6:00 p.m. on the day before Father's Day until 6:00 p.m. on Father's Day, regardless that this day does not happen to fall during his regular custodial/visitation time.
- b. **Mother's Day:** The Mother shall be entitled to every Mother's Day, from 6:00 p.m. on the day before Mother's Day until 6:00 p.m. on Mother's Day, regardless that this day does not happen to fall during her regular custodial/visitation time.

4. VACATION PERIOD:

- a. During each calendar year, each parent shall be entitled to exercise one (1) custodial period(s) of up to seven (7) days. The parent exercising the vacation period(s) provided in this paragraph shall give the other parent not less than fourteen (14) day(s) advance notice of the period(s) which s/he intends to exercise. Except for said period(s), the recurring custodial periods provided in Section A, above, shall continue as though they had never been interrupted. Neither parent may exercise any vacation time with the child[ren] which requires that the child[ren] miss any amount of school or which interferes with the exercise of specified holiday and special occasion custody/visitation periods of the other parent, without the agreement of the other parent.

OR

- a. During the children's summer vacation from school, the parties shall alternate seven-day periods, starting on the first _____ following the last official day of school, and terminating after each parent has exercised five (5) of such periods, following which the alternating custodial periods provided in Section A, Number 1, above, shall resume as though same had never been interrupted.

OR

- a. During the children's summer vacation from school, the parties shall exercise custodial periods as follows: _____.

5. FIRST OPTION TO CARE FOR CHILD

- a. Except for those periods of time when the parents are routinely working and the child[ren] is/are usually and customarily with a child care provider, in the event either of the parties is going to be unavailable to personally provide care and supervision of the minor child[ren] for a period of time in excess of twenty four (24) hours, then the parent who will be unavailable shall give the other parent the first option to provide said care and supervision of the child[ren] from the beginning of the time of unavailability through the end of the period of unavailability.
- b. In the event that the parent to whom the first option is extended is unable to or does not accept said option, the parent who will be unavailable shall have the discretion to place the care and supervision of the minor child[ren] with another individual of suitable age and discretion, taking into account the age of the child[ren] to be cared for and the time of day and day of the week.

6. GENERAL PROVISIONS

- a. The parents are encouraged to communicate frequently in an effort to mutually agree in regard to the general health, welfare, education, and development of the minor child[ren]. Each parent should not ignore the input of the other by the failure to communicate or use the child[ren] to inform each other of decisions on important matters.
- a. Both parties shall provide each other with all relevant addresses (home and work) and telephone numbers (home, work, cellular, and pager) where the child[ren] may be contacted, including a geographical location and telephone number if the child[ren] is/are traveling with that parent outside of the State of Louisiana.
- b. Neither parent shall attempt or condone any attempt whatsoever, directly or indirectly, by artifice or subterfuge, to estrange the minor child[ren] from the other party or injure or impair the mutual love and affection of the minor child[ren] for either parent. Further, neither party shall make any negative or condescending remarks, within the presence or within the hearing of the child[ren], about the child[ren]'s other parent, the spouse of the child[ren]'s other parent, the extended family of the child[ren]'s other parent or the extended family of the spouse of the child[ren]'s other parent.

- b. At all times, the parents shall encourage and foster in the minor child[ren] sincere respect and affection for both parents and shall not hamper the natural affection for both parents or the natural development of the minor child[ren]'s love and respect for the other parent.
- b. Except as provided herein, the child[ren] shall be subject to rules and regulations as agreed upon by the parents. In the event the parties are unable to agree, then each parent shall have the discretion to establish rules and regulations in his or her respective residence.
- b. Each parent should maintain sufficient flexibility to allow for variations made necessary by the ebb and flow of social, educational, and recreational life.
- b. Each parent shall maintain a sufficient day-to-day wardrobe for the child[ren], but it shall be the responsibility of the domiciliary parent to maintain and to provide to the non-domiciliary parent items of clothing for special circumstances (seasonal, social, and special occasion), unless the circumstances necessitating the special clothing are beyond the control of the domiciliary parent, and it shall be the responsibility of each parent, at the conclusion of her/his custody/visitation period, to return to the other parent any items of clothing which were sent by the other parent.
- b. All information regarding school, report cards, conferences, trips, functions, meetings, etc. should be made available to the other parent as either parent receives same, but it shall be the responsibility of each parent to take the steps necessary to procure copies of documents (report cards, progress reports, routine announcements, etc.) directly from the educational institution. The parents shall not communicate through the child[ren], or third parties, or use the child[ren] because they refuse to communicate.
- b. Neither party shall have or be an overnight guest of the opposite sex to whom he or she is not related by blood or marriage while the child[ren] are in residence.
- b. Neither party shall use or possess illegal drugs while the minor child is in his or her custody.
- b. Each party shall keep the other fully advised of any and all extracurricular activities in which the child[ren] is/are participating, and shall give the other parent reasonable advance notice thereof, in order to permit the other parent to attend.
- b. Neither party shall discuss or communicate about the child[ren] or legal proceedings between the parties within the presence or hearing of the minor child[ren], if such communication might estrange the minor child[ren] from the other party or injure or impair the mutual love and affection of the minor child[ren] for either party. Further, to the extent that the parties communicate between themselves regarding the child[ren] and/or the legal proceeding, both parties shall take reasonable steps to insure that the child[ren] is/are not exposed to the discussion in any way, and neither of them shall allow the child[ren] any access to any written communication which is intended solely for the parties.
- b. Neither party shall attempt to convince the child[ren] not to spend custodial time with the other parent, or to attempt to convince the child[ren] to terminate a custodial period with the other parent before said period is completed. Further, neither party shall denigrate the activities, nature or essence of the time spent with the other parent.
- b. The child(ren) shall abide by the terms of this visitation schedule, and the child(ren)'s "stated wishes" shall not be used as an excuse to change the terms of this Court Order, or deny any visitation, absent previous agreement between the parties.
- b. The parties may agree to, and are encouraged to agree to, additional visitation(s), and times, and/or changes to visitation times to facilitate each other's schedules, but said modification(s), if meant to be permanent in nature, shall be reduced to writing by the parties and recorded with the Court.

B. CHANGE OF RESIDENCE OF PARENT

Either parent may remove residence from the parish of their present domicile(s). Before sixty (60) days of such removal, the parent changing residence shall request a modification of this plan from the remaining parent. If agreement is reached, a joint motion for modification may be submitted to the Court. If no agreement is reached, the party changing residence shall request a modification from the Court.

In any event, each parent shall keep the other notified, at all times, of a current residential address, home telephone number, place of employment, work telephone, and, if applicable, cellular telephone and beeper numbers.

C. CHILD SUPPORT

The average gross monthly income of the Father is \$_____, and the average gross monthly income of the Mother is \$_____. The combined average gross monthly income of the parties is \$_____, with the Father having

_____% of the combined income and the Mother having _____% of the combined income. The base amount of child support, given the combined income of the parties and the number of child[ren] at issue, is \$_____.

The cost of _____ insurance for the child[ren] is \$_____.

The actual cost of child care, on an average monthly basis, is \$_____. The Federal Tax Credit to be applied to these expenses is __%, based on the annual income of the _____. The net monthly child care expenses to be applied to the child support calculation is \$_____.

The average monthly cost of private school including tuition, registration, required books, and required supply fees but not including the cost of uniforms or school lunches, is \$_____.

Based upon a straightforward calculation of child support under the Louisiana Child Support Guidelines, the __ would be ordered to pay \$_____ to the other parent for the support and maintenance of the child[ren].

_____ shall pay child support to _____ in the amount of _____ and ___/100 (\$_____) dollars per month, retroactive to the _____ day of _____, 20____, and payable in equal installments of \$_____ on the _____ and _____ days of each calendar month.

The _____ shall pay the tuition, registration, required books, and required supply fees of the minor child[ren] in a timely manner.

Unless and until the parties mutually agree to an alternative arrangement or the Court orders otherwise, the _____ shall maintain _____ insurance coverage on the minor child[ren], and shall provide the other parent with a copy of the policy, health care providers, and insurance card(s) necessary to allow him/her to secure treatment and/or medications for the minor child[ren] pursuant to said coverage, or shall provide the other parent with the means to secure said information/documentation if the health insurance provider does not routinely provide same to the insured. The parties shall further share all extraordinary medical expenses incurred by or on behalf of the minor child[ren], as defined in the Louisiana Child Support Guidelines LSA RS 9:315C.(3) in the same percentages as their individual incomes bear to their combined incomes, as indicated above.

The _____ shall be entitled to claim the following minor child[ren], as dependent(s) for all state and federal income tax purposes:

The _____ shall be permitted to claim head of household or earned income credit for said child[ren], if permitted under state and federal income tax laws under the circumstances that the other party is claiming the dependency exemption.

The parties shall execute all state and federal forms required to effectuate the above income tax provisions. Failure or refusal to comply with this paragraph shall be punishable by contempt of court.

It is the further intent of the parties that either of them may seek a modification of the child support obligation, without having to demonstrate a material change in circumstances, because this is not a considered decree, but is being entered by the mutual agreement of the parties.

E. EDUCATION

The domiciliary parent shall discuss educational issues with the other parent, and the parties shall attempt to reach mutual agreements regarding the education of the child[ren].

Pursuant to LSA RS 9:351, each parent is entitled to access to records and information pertaining to the minor child[ren], and shall not be denied to a parent solely because s/he is not the child[ren]'s custodial or domiciliary parent.

F. TRANSPORTATION

Each parent is responsible for transportation of the child[ren] while in residence. Except as provided otherwise herein, and/or unless the parties reach a mutually acceptable alternative arrangement, the parent to whom the child[ren] is/are being transferred at the beginning or end of any custodial/visitation period, or his or her designee (which shall be an individual with a current driver's license and insured in accordance with all Louisiana laws, and shall have legally required restraint systems and devices, including specifically seat/shoulder belts and child safety seats for children required to be so restrained), shall be responsible for picking up the child[ren] at the home of the other parent.

G. MEDICAL AND DENTAL

Except in emergencies, the domiciliary parent is responsible for all medical, psychiatric and dental treatment decisions for the minor child[ren], and shall discuss said treatment issues with the non-domiciliary parent. The domiciliary parent shall advise the non-domiciliary parent of any and all appointments in advance of same and shall further advise the non-domiciliary parent of treatments rendered and anticipated treatments as soon as that information is received by the domiciliary parent. The non-domiciliary parent shall have the right to attend any and all appointments, but shall not be entitled to cancel or re-schedule any appointments except with the specific agreement of the domiciliary parent.

In an emergency, either party shall have authority to seek appropriate medical treatment.

Pursuant to LSA RS 9:351, each parent is entitled to access to records and information pertaining to the minor child[ren], and shall not be denied to a parent solely because s/he is not the child[ren]'s

custodial or domiciliary parent.

The parties further agree that neither of them will be obligated to share in any of said expenses which are purely elective in nature unless the parties have mutually agreed on said expenses in advance of same. Cosmetic surgery or cosmetic dental treatment on the minor child[ren], unnecessary to the integrity of the dental structure, shall not be undertaken without the permission of both parents. Substance abuse treatment is deemed medical treatment.

H. COMMUNICATION BY AND WITH THE CHILD[REN]

The child[ren] shall have reasonable access to communication with each parent. No communication shall be intercepted, censored, or monitored. However, neither party shall badger the child[ren] regarding the nature and quality of the custodial periods spent with the other parent. Further, neither party shall deny the other parent telephone access to the child[ren] on his or her birthday.

Each party shall provide to the other all residential, work and cellular telephone numbers where each of them may be reached at any given point in time while the child[ren] is/are in that party's physical custody. In addition, when a party is traveling away from home with the child[ren], specifically for vacation or out-of-state travel, that party shall provide a telephone number and physical location where the child[ren] may be contacted.

I. TUTORSHIP

The parents shall enjoy the natural co-tutorship of the child[ren] in accordance with Articles 250 and 258 of the Louisiana Civil Code, except as limited herein.

J. PROPERTY OF THE CHILD[REN]

The parents shall have administration of the property of the child[ren] provided by Article 4262 of the Louisiana Code of Civil Procedure.

K. MEDICAL EMERGENCY OR ACUTE ILLNESS

In the event of a medical emergency or serious acute illness, each parent shall afford reasonable custodial/visitation time to the other upon request, and both shall take said circumstances into consideration in deviating from the custody/visitation schedule, so long as any custody/visitation periods which are missed are made up as soon as possible thereafter.

L. PLAN MODIFICATION

Each party may seek judicial modification of this plan. In the event the parties reach a mutually agreeable modification, they shall furnish to the Court a joint motion which accurately summarizes the modification for implementation by the Court. The joint modification shall be effective after Court approval, but may be retroactive if agreed by the parties and/or approved by the Court.

M. OTHER ISSUES

This section is intentionally left blank [or add the appropriate language regarding other issues before the Court].

The parties further acknowledge that this constitutes a joint stipulation to the contents of this document and a *Consent Judgment* on the issues before the Court, and that neither of them may object to or appeal from the results of this consent agreement.

Plaintiff

SWORN TO AND SUBSCRIBED before me, Notary Public, on [date], in the Parish of Ouachita/ Morehouse, State of Louisiana.

NOTARY PUBLIC

Defendant

SWORN TO AND SUBSCRIBED before me, Notary Public, on [date], in the Parish of Ouachita/ Morehouse, State of Louisiana.

NOTARY PUBLIC

Filed: _____
VS. NO. _____ (Division _____)

By Dy Clerk: _____

CONSENT JUDGMENT

THE COURT, considering the law and the stipulations of the parties set forth herein above:

IT IS ORDERED, ADJUDGED, AND DECREED that the issues before the Court be determined and implemented pursuant to the parties' *Joint Stipulation* which is made a part hereof as if copied *in extenso*.

IT IS FURTHER ORDERED that all costs associated with the filing of this *Joint Stipulation* and *Consent Judgment* shall be divided equally between the parties.

THUS ORDERED this _____ day of _____, 20____, in Monroe, Louisiana.

DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

(When both parties are represented by legal counsel):

[Name] [Name]
Plaintiff Defendant

Counsel for Plaintiff Counsel for Defendant

OR

(When both are not represented):

[Name] [Name]
Plaintiff, In Proper Person Defendant, In Proper Person

Address Address

City, State, Zip City, State, Zip

OR

(When only Defendant is represented):

[Name] [Name]
Plaintiff, In Proper Person Defendant

Address

City, State, Zip
Counsel for Defendant

(When only Plaintiff is represented):

OR

[Name]
Plaintiff

[Name]
Defendant, In Proper Person

Address

Counsel for Defendant

City, State, Zip

Form 4.0 - Joint Stipulation and Consent Judgment