

State of Louisiana \* Parish of Ouachita \* Fourth Judicial District Court

FILED: \_\_\_\_\_

VERSUS NO. (Section )

BY: \_\_\_\_\_

DEPUTY CLERK OF COURT

JOINT CUSTODY  
PLAN OF IMPLEMENTATION  
FOR THE CHILDREN OF

AND

STATE OF LOUISIANA  
PARISH OF OUACHITA

The following is a joint custody plan of implementation for the children of \_\_\_\_\_, (hereinafter referred to as "MOTHER") and \_\_\_\_\_ (hereinafter referred to as "FATHER"). Of the marriage between the parties, [NUMBER] children were born: [NAMES, BIRTHDAYS AND AGES]. The parties have agreed that this Louisiana Court is the home State of the minor children, and that this Louisiana Court has the sole jurisdiction to determine and decide custody of these minor children. MOTHER and FATHER have agreed to the following plan of implementation for joint custody, to wit:

**CUSTODY**

1. The parties shall share joint custody of the minor children, with the Mother designated as the "domiciliary parent."
2. The non-domiciliary parent is hereby granted custody privileges as follows:
  - A. **RECURRING CUSTODIAL PERIODS:** The Father shall have liberal custodial periods with the minor children as agreed upon by and between the parties. However, in the absence of agreement, the Father shall have, at a minimum, the custodial periods with the minor children as indicated below:
    1. **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 Father shall begin with the weekend starting on Friday, \_\_\_\_\_, 201\_\_\_\_, and shall alternate every other weekend thereafter. Except as provided in the holiday and special occasion custody provisions contained herein, in the event a weekend custody 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.
    2. **Weekday:** During the week he does not have the weekend, Wednesday from 6:00 p.m. until the following morning at 8:00 a.m.
    3. In the event a custody period concludes on a school morning, the time used is approximate and meant to represent the actual commencement time of the minor children's school day and the time the minor children are dropped off to attend school. The parent whose custody concludes at or about the time the children resume school following said period shall return the children to school in a timely manner.
    4. 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.

**B. HOLIDAYS:** The parties shall share all of the children's holiday periods as fairly and equitably as possible, giving due consideration to the need for the children 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 children. 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: Easter, Fourth of July, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's 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**

**B. HOLIDAYS:** The parties shall share all of the children's holiday periods as fairly and equitably as possible, giving due consideration to the need for the children 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 children.

**OR**

**B. HOLIDAYS:** The parties shall share all of the children's holiday periods as fairly and equitably as possible, giving due consideration to the need for the children 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 children. **In the absence of agreement by the parties, the following schedule shall govern:**

All holidays and holiday periods shall be defined in accordance with the school calendar in effect for the school which the minor children attend or the school they would attend if of school age. 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 8:00 P.M. on the Wednesday just before Thanksgiving; and with the second part commencing at 8:00 P.M. on the Wednesday just before Thanksgiving and ending at 6:00 P.M. on the day prior to school resuming. Father shall have the first part and Mother shall have the second part during odd numbered years; and, during even numbered years Mother shall have the first part and 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 8:00 P.M. on Christmas Eve, and the second part commencing at 8:00 P.M. on Christmas Eve and ending at 6:00 P.M. on the day prior to school resuming in January. Father shall have the first part during even numbered years and the second part during odd numbered years and vice-versa for the Mother; **in the event that the school holiday is heavily weighted either before or after Christmas Day, the exchange shall continue to be at 8:00 P.M. on Christmas Eve, but the parents shall adjust the rest of the holiday so that both parents have approximately equal time.** However, if one parent refuses to cooperate and agree to divide the holiday period equally, then the next year, the parent who received fewer days shall be entitled to the extra days for that year.
- c. ***Spring Break*** 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 day which comprises the midpoint of the holiday, and with the second part commencing at Noon on said midpoint and ending at 6:00 P.M. on the day prior to school resuming. Father shall have the first part and Mother shall have the second part during even numbered years; and, during odd numbered years Mother shall have the first part and Father shall have the second part; and
- d. ***Easter Break*** (if separate from Spring Break) shall be alternated between the parties, commencing at 6:00 P.M. on the day school recesses, and ending at 6:00 P.M. on the day before school resumes, with Mother to have in even years, and Father in odd years.

**C. 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 custody rights with the minor children and the times for the commencement and termination thereof are as follows:

1. **Father's Day:** 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 time.
2. **Mother's Day:** 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 time.

**D. VACATION PERIOD:**

1. During the children's summer vacation from school, Father shall be entitled to alternating weeks with the children, with his first week starting on the first Friday after school recesses, and ending the week before school resumes.
2. If Father is not going to be able to exercise any summer custodial period, he shall notify Mother as soon as he becomes aware of this fact, but no later than two weeks before each of his designated weeks.
3. For summer custodial periods, a week shall be from Friday at 5:00 p.m. until the following Friday at 5:00 p.m.

**E. FIRST OPTION TO CARE FOR CHILDREN**

1. Except for those periods of time when the parents are routinely working and the children 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 children 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 children from the beginning of the time of unavailability through the end of the period of unavailability.
2. 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 children with another individual of suitable age and discretion, taking into account the age of the children to be cared for and the time of day and day of the week.
3. "First option" is not intended to apply to usual and traditional events which normally occur and cause the children to be away from home, including but not limited to activities such as church and summer camps, sporting activities, and vacations with grandparents or other relatives or close friends.

**F. COUNSELING FOR THE CHILDREN**

1. If the parties agree that the children need counseling, they shall agree on a counselor and share equally the cost of the counseling. If the parties are unable to agree on a counselor, then if one parent decides to unilaterally select a counselor, that parent shall be responsible for all costs of said counseling. The other parent is to be notified if the children are taken for counseling, and shall be provided the name, address and phone number of the counselor, and shall be given advance notice of all appointments made for the children. If the parent who did not select the counselor wants to see the counselor alone and/or with the children, s/he may do so, but at his/her own expense.

**G. GENERAL PROVISIONS**

1. 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 children. Each parent should not ignore the input of the other by the failure to communicate or use the children to inform each other of decisions on important matters.
2. Both parties shall provide each other with all relevant addresses (home and work) and telephone numbers (home, work, cellular, and pager) where the children may be contacted, including a geographical location and telephone number if the children are traveling with that parent outside of the State of Louisiana.
3. Each parent shall provide the other with copies of any legal documents or records concerning the child, such as birth certificate, social security card, immunization records, etc., when requested by the other parent.
4. Neither parent shall attempt or condone any attempt whatsoever, directly or indirectly, by artifice or subterfuge, to estrange the minor children from the other party or injure or impair the mutual love and affection of the minor children for either parent. Further, neither party shall make any negative or condescending remarks, within the presence or within the hearing of the children, about the children's



other parent, the spouse of the children's other parent, the extended family of the children's other parent or the extended family of the spouse of the children's other parent.

5. At all times, the parents shall encourage and foster in the minor children sincere respect and affection for both parents and shall not hamper the natural affection for both parents or the natural development of the minor children's love and respect for the other parent.
6. Except as provided herein, the children 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.
7. Each parent should maintain sufficient flexibility to allow for variations made necessary by the ebb and flow of social, educational, and recreational life.
8. It shall be the responsibility of each parent, at the conclusion of her/his custody period, to return to the other parent any items of clothing which were sent by the other parent.
9. 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 children, or third parties, or use the children because they refuse to communicate.
10. 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 children are in residence; neither shall either party have an intimate partner as an overnight guest while the children are in residence, regardless of gender or relationship by consanguinity or affinity.
11. Neither party shall use or possess illegal drugs or abuse prescription drugs. Neither party shall consume alcohol to excess while the minor children are in his or her custody. This includes allowing the children to be in the presence of other individuals who are engaging in such conduct.
12. Each party shall keep the other fully advised of any and all extracurricular activities in which the children are participating, and shall give the other parent reasonable advance notice thereof, in order to permit the other parent to attend.
13. Neither party shall discuss or communicate about the children or legal proceedings between the parties within the presence or hearing of the minor children, if such communication might estrange the minor children from the other party or injure or impair the mutual love and affection of the minor children for either party. Further, to the extent that the parties communicate between themselves regarding the children and/or the legal proceeding, both parties shall take reasonable steps to insure that the children are not exposed to the discussion in any way, and neither of them shall allow the children any access to any written communication which is intended solely for the parties.
14. Neither party shall attempt to convince the children not to spend custodial time with the other parent, or to attempt to convince the children 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.
15. Neither party shall post any information regarding the children, including photos, schools attended, extracurricular activities, or any other information about the children, on any public Internet website, including Instagram, Face Book, or any other site, that can be accessed by any user without having the express consent of either parent.
16. The non-domiciliary parent may not physically remove the children from the United States of America without either court approval or express written consent of the domiciliary parent. The domiciliary parent may not physically remove the children from the United States of America for more than fourteen days without either court approval or express written consent of the non-domiciliary parent. Shorter absences from the country *with the domiciliary parent* do not require approval.

#### **CHANGE OF RESIDENCE OF PARENT**

Both parties shall comply with the Louisiana Relocation Law, LSA R.S. 9:355.1 *et seq.* Specifically, a parent seeking to relocate the principal residence of the children shall not, absent consent, remove the children pending resolution of dispute, or final order of the Court, unless the parent obtains a temporary order to do so. In the event the minor children's principal residence is to change, but the provisions of LSA R.S. 9:355.1 *et seq.* do not apply because of the distance of the move, the primary custodian shall notify the non custodial parent not less than sixty (60) days in advance of such relocation (unless the move is caused by an emergency or other situation beyond the control of the custodial parent and which could not be anticipated), in writing by certified mail, and

provide the new address and any change in telephone number, daycare, school, or any other major change affecting the children and caused by said relocation.

### **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 children.

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

### **TRANSPORTATION**

Each parent is responsible for transportation of the children while in that parent's care. Except as provided otherwise herein, and/or unless the parties reach a mutually acceptable alternative arrangement, the parent to whom the children are being transferred at the beginning or end of any custodial period shall pick up the children from the home of the other parent. Either parent may send a designee, who 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, and with whom the children are familiar and comfortable.

Should either party relocate a distance of more than thirty miles from the other parent, the parent who relocates will then be responsible for all transportation of the children for all visitation and custody periods.

### **MEDICAL AND DENTAL**

Except in emergencies, the domiciliary parent is responsible for all medical, psychiatric and dental treatment decisions for the minor children, 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 children, and shall not be denied to a parent solely because s/he is not the children'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 children, 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.

### **COMMUNICATION BY AND WITH THE CHILDREN**

The children shall have reasonable access to communication with each parent. Neither party shall badger the children 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 children on the children's birthdays.

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 children are in that party's physical custody. In addition, when a party is traveling away from home with the children, specifically for vacation or out-of-state travel, that party shall provide a telephone number and physical location where the children may be contacted.

### **TUTORSHIP**

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

### **PROPERTY OF THE CHILDREN**

The parents shall have administration of the property of the children provided by Article 4262 of the Louisiana Code of Civil Procedure.

**MEDICAL EMERGENCY OR ACUTE ILLNESS**

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

**OTHER**

Court costs are taxed as follows: each party to pay one-half of the court costs.

This *Joint Custody Implementation Plan* was agreed upon on \_\_\_\_\_, 201\_\_, at Monroe, Louisiana.

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**Signature**  
**MOTHER**

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**Signature**  
**FATHER**