**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**

**COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION**

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| [FIRST NAME, LAST NAME]  Petitioner,  v.  [FIRST NAME, LAST NAME]  Respondent. | ) |  | No.: |
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**ALLOCATION JUDGMENT:**

**ALLOCATION OF PARENTAL RESPONSIBILITIES AND PARENTING PLAN**

This cause coming on to be heard on the agreement of the parties pursuant to State of Illinois Public Act 099-0090 (“Act”), effective January 1, 2016, specifically Part VI of the Act entitled ALLOCATION OF PARENTAL RESPONSIBILITIES (750 ILCS 5/600 et seq); the Court having jurisdiction over the subject matter and the parties and being fully advised in the premises:

**BASED UPON THE STIPULATION OF THE PARTIES, THE COURT FINDS:**

1.01. The Court has jurisdiction over the parties and the subject matter hereof.

1.02. One (1) child was born to the parties, namely [FIRST NAME, LAST NAME]

(D.O.B.: \_\_/\_\_/\_\_).

1.03. This Court entered an order on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_ finding [FIRST NAME, LAST NAME] to be the natural father of the minor child.

1.04. The parties have reached an agreement regarding the child-related issues in this cause and desire that said agreement be reduced to writing in this Allocation Judgment.

**IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED:**

**ARTICLE II**

**ALLOCATION OF SIGNIFICANT DECISION-MAKING RESPONSIBILITIES**

2.01. **Parenting Responsibilities**. [FIRST NAME, LAST NAME] and [FIRST NAME, LAST NAME] shall share parenting responsibilities for the minor child, subject to the specific terms, conditions, interpretations and definitions set forth in this Allocation Judgment and Parenting Plan.

2.03. **Responsibility for Routine Daily Decisions**. The parties agree that each parent shall have principal authority and responsibility for daily and ordinary supervision and care when the child is with that parent.

2.04. **Responsibility for Significant Decision-Making Responsibilities**. The parties agree that Significant Decisions (as defined by 750 ILCS 5/602.5) include those related to the minor child’s (a) **education** through high school, including choice of school and tutors; (b) **health**, including all decisions related to the medical, dental and psychological needs of the child and to the treatments arising or resulting from those needs; (c) **religion**, subject to the parties’ agreement as set forth in the statute, and (d) **extracurricular activities**.

2.05. **Education through high school**. The parties agree and acknowledge their intention to provide their child with the best possible educational opportunities. The parties shall be jointly responsible for major decisions relating to the child’s education through high school, subject to the following terms and conditions:

A. Choice of school(s):

a. The minor child shall attend the public school in the district in which [FIRST NAME, LAST NAME] resides, unless the parties agree otherwise in writing.

b. The parties further acknowledge and agree that the above designation for purposes of school registration shall not be construed in any way against or in favor of either parent and shall be without precedential value or prejudice of any kind in any future litigation between the parties. This provision shall be interposed as a defense to any attempt to otherwise misconstrue the intention of the parties in the statutory accommodation of administrative requirements.

B. Parental Involvement: Both parents agree that parental involvement in the educational process is critical to and in the minor child’s best interests; accordingly:

a. Both parents shall be entitled to duplicate originals of the child’s school records (including but not limited to grade reports) and each parent shall independently contact the school to obtain said duplicate originals. In the event the child’s school will not cooperate in this regard, or the child is sent home with notes from any teacher or school personnel related to the child or school activities, then the party who receives these materials shall inform the other party within two days of his or her receipt of same, except in cases of emergency (i.e. the event to which the notice refers occurs within said two day window).

C. The address, telephone number, and email address of both parents shall be dually listed in the school telephone directories.

D. Each of the parents shall have the equal right to confer with teachers and counselors concerning the child’s education and other activities, however, each parent may separately schedule such conferences, subject to the administrative procedures and policies of the school.

E. Social Functions: When a minor child is invited to a social function (ex: the birthday of a classmate, etc.) which the parties are in agreement the child should attend, the parent having parenting time on the day of the function shall be responsible for taking the steps necessary to have the child attend the function (ex: buying a birthday gift, arranging transportation, etc.). Each party shall notify the other of upcoming social functions shortly after receiving notification so that both parties know in advance and are not surprised on the morning of said function.

F. Homework and School Performance: The parties agree that is in the best interests of the minor child that they be on time to school, maintain good attendance, and complete homework assignments. During their respective parenting times as set forth below, the parties agree to oversee the child’s timely completion of school projects, homework, and to ensure attendance at school each day possible.

G. Tutors: The parties agree that the minor child shall receive tutoring to the fullest extent recommended by her teachers and/or counselors including but not limited to tutoring for her regular classwork and tutoring for selective enrollment tests and college entrance exams.

2.06. **Religion**: When the child is in the possession of the respective parent that parent may raise the child in the religious faith he or she chooses.

2.07. **Extracurricular Activities and Lessons**:

A. Costs: All cost and expenses associated with the minor child’s lessons and extracurricular activities will be shared equally by the parties, so long as the parent incurring the expense consults with the parent prior to incurring the expense. Otherwise, the parent incurring the expense shall be solely responsible for payment of said expense.

B. Scheduling: Each parent will notify the other, or arrange for the parent to be notified, of all information on scheduling, coaches, instructors, etc. for any extracurricular activity provided that such information is not available to the other parent on a school or activity website or email. The parent who has parenting time during any extracurricular activity shall be responsible for getting the minor child ready for the extracurricular activity and transporting the child to and from the activity. Both parents may attend any and all activities, practices, games, plays, etc., however, at all such activities, [FIRST NAME, LAST NAME] and [FIRST NAME, LAST NAME] shall exercise their best efforts to maximize the child’s comfort.

C. Other Provisions: Both parents shall be listed on each activity’s “Emergency List,” if any, and shall be notified in the event of an emergency involving the minor child. Additionally, the address, telephone, and email address of both parents shall be duly listed on each activity’s telephone directory, if any.

2.08. **Medical and Health Related Issues**: [FIRST NAME, LAST NAME] and [FIRST NAME, LAST NAME] agree that they will share responsibility for major decisions relating to the minor child’s health care, subject to the following terms and conditions:

A. Information and Records: Both parents shall be listed on all health care professionals’ records and shall be entitled to access all of the minor child’s health care (including but not limited to medical, dental, and psychological) records. Both parents will notify each other if the child is not feeling well within three (3) hours of a child becoming ill. The notification will be by phone and then followed by an e-mail or text message if the phone call is unanswered.

B. Current Providers: The minor child shall continue to be treated by her current providers. The parties shall not change these providers without either: agreement of the parties or in the event that a current provider is no longer able to provide care, the parties shall request a recommendation for a subsequent provider (“recommended provider”) from the current provider and, unless the parties agree to an alternate provider, shall have the minor child be treated by the recommended provider. In the event that a specialist is needed, the parties will consider the recommendations of the applicable current provider(s) and will jointly select a specialist for the minor child, unless the matter is in emergency, which shall be addressed as detailed below.

C. Consultations with Providers: Either party may initiate consultations with any of the existing health care providers for the minor child or with any agreed-upon specialist. The parties shall attend consultations together if schedules permit. If one party cannot attend then the other party will fill them in within one (1) day after the consultation. After a consultation, [FIRST NAME, LAST NAME] and [FIRST NAME, LAST NAME] will consult with one another and jointly decide further care.

D. Routine Health Care: [FIRST NAME, LAST NAME] shall schedule routine appointments for the minor child and shall notify [FIRST NAME, LAST NAME] within forty-eight (48) hours of scheduling the appointment. Both parties may attend said appointments. If a parent is unable to attend, then the other parent will update them on information within one (1) day after the appointment. The parties agree to abide by medical regimens that are prescribed by the doctor.

E. Emergency/Major Care: Each parent shall advise the other immediately by phone and e-mail of any illness or injury suffered by the child and shall direct any physicians, hospitals, etc., to give the other parent all relevant information regarding any such illness or injury if he/she so requests. If an emergency or health concern arises that requires immediate attention, the parties shall first call the other parent and notify him or her. In the event that the parent does not answer his or her phone, the parent shall leave a voicemail and also send a text message alerting the other as to the emergency and/or health concern that requires immediate attention. Parents shall continue to call each other until contact is made. If neither parent is available in an emergency, the family member or friend who is with the child will immediately text and call both parents and communicate about the child’s condition and whereabouts. It will be both parents’ responsibility to notify and ensure that family members and/or friends follow this. Emergency medical procedures deemed necessary for the preservation of life or for the prevention of a further serious injury or illness may be authorized by the parent who is in physical possession of the child at the time, provided that all reasonable efforts shall be made to inform the other parent as soon as reasonably possible. Elective major medical procedures shall only be performed with the written consent of both parents, in accordance with the advice and recommendation(s) of the child's physician(s)/pediatrician(s)/medical provider(s).

F. Prescriptions: Each party shall provide the other with any medically prescribed instructions for care and medications which the minor children are taking at the time of the transfer of physical possession, and with sufficient information to allow the parent assuming such possession to continue any such instructions for care and to obtain refills of that medication. During his or her time with the minor child, each parent shall strictly follow the advice and direction of the child’s pediatrician(s), physician(s), and medical provider(s), including but not limited to ensuring that the minor children take any and all prescribed medications with strict adherence to recommended times and dosages.

**ARTICLE III**

**ALLOCATION OF PARENTING TIME**

3.00 The parties agree that the allocation of parenting time detailed herein is deemed to be in the best interests of the minor child, pursuant to the Illinois Marriage and Dissolution of Marriage Act.

3.01. **Parenting Time**

A. **[FIRST NAME, LAST NAME] Parenting Time**: [FIRST NAME, LAST NAME] shall have parenting time at all times not specifically allocated to [FIRST NAME, LAST NAME] herein.

B. **[FIRST NAME, LAST NAME] Parenting Time**: During the school year, [FIRST NAME, LAST NAME] shall have parenting time on alternating weekends beginning Friday at 6:00 p.m. and ending on Sunday at 6:00 p.m. [FIRST NAME, LAST NAME]. [FIRST NAME, LAST NAME] shall have daily facetime/videochat time with the minor child at a time previously agreed between the parties on Talking Parents. The parties agree and acknowledge that due to the child’s age and present attention span, these phone calls will not exceed ten minutes and will often be shorter; however, the parties agree that as the child grows, the length of the calls will increase, and [FIRST NAME, LAST NAME] will not stop the child from engaging in longer calls if she so chooses.

C. **Child Transfers and Transportation**: The parties agree that the transfer of the minor child shall occur as follows:

a. Each parent shall be responsible for picking up the child at the start of his or her parenting time.

b. Each shall have appropriate child restraints based on their child’s age and weight when driving with the child.

c. In the event [FIRST NAME, LAST NAME], [FIRST NAME, LAST NAME] or both is/are unable to physically pick up or deliver their child, the minor child may be transported by a member of a party’s extended family, or other trusted third party known to the child. Each party shall provide the other with the name(s) of said trusted third parties, but need not identify which trusted third party will be picking up or delivering the child on any specific date or time.

d. If a parent (or trusted third party as set forth above) will be late in picking up or delivering the child whether to home, school or activities – within ten (10) minutes of realizing she or he will be delayed – she or he will notify the parent who is expecting the pick-up or delivery and advise as to the estimated time of arrival.

D. **Modification**: The parties may modify the aforementioned parenting time schedule by written agreement (Communication via Talking Parents or text messages shall be sufficient).

3.02. **Communications Between Parties and Requirements for Change of Address**:The parties acknowledge the importance of communicating regarding the minor child and therefore, will maintain regular communication regarding the minor child via Talking Parents. Each shall respond to the other’s message within twenty-four (24) hours. Each parent has an obligation to keep the other informed of any changes in his/her e-mail address, phone number, and residential address within seven (7) days of said change. Further, if a parent wishes to change his or her residential address, the parent changing addresses shall provide the other parent with sixty (60) days written notice of his or her intent to do so, unless such notice is impracticable or otherwise ordered by the Court. If such notice is impracticable, notice shall be given at the earliest date practicable. Notice of intent to change personal residence shall contain the intended date of the change and the new residence address.

3.03. **Communication Between Child and Parent**: [FIRST NAME, LAST NAME] shall be entitled to reasonable electronic (phone, text, email, Skype/FaceTime, etc.) contact with the minor child during [FIRST NAME, LAST NAME]’s parenting time.

3.04. **Late for Parenting Time**: If one party is running late to drop off and/or pick up the minor child, that party should alert the other parent via Talking Parents as soon as the party discovers that he/she will be late.

3.05. **Moving**: If either party moves at any point, the parenting schedule established in this judgment remains in place unless the parties come to an agreement otherwise.

3.06. **Holidays**: If one parent’s holiday falls on the other’s regular parenting time, the parent with the holiday time will take priority over the regular parenting time schedule. After the holiday, the parties shall return to the regular parenting schedule. The parties agree to consider the reduction of regular time to both parties and discuss alterations to the regular schedule if and when it is mutually agreed.

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| --- | --- | --- |
| Holidays | EVEN YEARS | ODD YEARS |
| New Year’s (from 12/31 at 9 a.m. through 1/1 at 7 p.m.) | Mother | Mother |
| Easter (Saturday at 9 p.m. to Sunday at 6 p.m.) | Mother | Father |
| Mother’s Day (from 9 a.m. until 8 p.m.) | Mother | Mother |
| Memorial Day (from 9 a.m. until 8 p.m.) | Father | Mother |
| Father’s Day (from 9 a.m. until 8 p.m.) | Father | Father |
| July 4th | Father | Father |
| Halloween (12 p.m. to 8 p.m.) | Mother | Father |
| Thanksgiving Day (Wednesday at 6 p.m. through Sunday at 6 p.m.) | Mother | Father |
| Christmas Eve (Pick up 6 p.m. night before Christmas eve, and drop off 9 a.m. Christmas day) | Father | Father |
| Christmas Day | Mother | Mother |
| Dad’s Birthday (from 9 a.m. until 8 p.m.) | Father | Father |
| Mom’s Birthday (from 9 a.m. until 8 p.m.) | Mother | Mother |
| Labor Day (from 9 a.m. until 8 p.m.) | Father | Mother |
| Child’s Birthday (from 9 a.m. until 8 p.m.) | Mother | Father |

3.07. **Vacation and Travel**: In addition to the parenting time set forth in the attached Holiday Schedule, [FIRST NAME, LAST NAME] and [FIRST NAME, LAST NAME] shall each have the minor child for the following vacation times:

A. Summer Vacation: [FIRST NAME, LAST NAME] shall have parenting time for \_\_\_\_\_\_\_\_ consecutive weeks following the last day of the minor child’s school year. During this period, [FIRST NAME, LAST NAME] shall have parenting time on alternating weekends beginning Friday at 7:00 p.m. and ending on Sunday at 6:00 p.m.

B. Spring Break, Winter Break, Thanksgiving Break, and Fall Break:The parties shall maintain the regular parenting schedule during Spring Break, Winter Break, Thanksgiving Break and Fall Break, with the exception of holiday parenting time delineated in 3.06. For any changes during these periods, the parties agree to come to an agreement regarding parenting time for the upcoming school breaks prior to the beginning of the school year, if practical.

E. General Rules Pertaining to Vacation and Travel:

1. During all travel with the minor child, the parties shall provide each other- as soon as practicable, but preferably not less than fourteen (14) days in advance- with full information as to their itineraries, and with telephone numbers (including cell phones) where the child will be staying. This requirement shall not apply to trips during regular parenting time which are not planned fourteen (14) days in advance, in which case the other party shall be provided with the earliest practical notice.

2. Each party shall be entitled to travel with the minor child within and outside the borders of the United States. Both parties shall timely execute all documents necessary to permit the minor child to travel outside the United States, and neither party will unreasonably withhold said consent.

3. [FIRST NAME, LAST NAME] shall hold the child’s passport for safekeeping. Upon [FIRST NAME, LAST NAME]’s request, [FIRST NAME, LAST NAME] shall provide the child’s passport to [FIRST NAME, LAST NAME] not less than seven (7) days prior to travel with the child out of the country; upon his return to the country.

3.08. **Unusual Events**: Unusual Events shall be defined for purposes of this agreement as one-time or extraordinary events over which a party has little or no control, which events cannot be rescheduled, including but not limited to weddings, funerals, graduations, family reunions, and family celebrations. The parties agree and acknowledge that it is in the child’s best interests to attend such unusual events and [FIRST NAME, LAST NAME] and [FIRST NAME, LAST NAME] each agree to exercise his or her best efforts to ensure the child’s attendance at the same.

3.09. **Make-Up Time**: The parties’ agreement to change scheduled parenting time will not trigger make-up time unless specifically agreed to by the parties in writing (agreement by text or e-mail is sufficient).

3.10. **Other Rules of Parenting Time**: In the event of a conflict, the order of priority for days shall be: (1) Holidays, (2) Summer Vacation Time, (3) Birthdays, (4) School Vacation Days/School Break, and (5) Regular Parenting Time.

3.11. The parties may make any modifications to the above schedule by written (including email and text message) agreement.

3.12 In the event that either party is unable to care for the child during their respective parenting time during the period of 8:00 p.m. to 8:00 a.m., the party with the designated parenting time shall offer the other parent the right to care for the minor children prior to arranging for him to be cared for by a third party, In the event the party who does not have the designated parenting time declines to exercise the right to care for the minor child, the parent with the assigned parenting time shall be responsible to arrange for an alternative care provider.

**ARTICLE IV**

**CHILD SUPPORT, EXPENSES AND TAXES**

4.01. [FIRST NAME, LAST NAME] shall continue to pay [FIRST NAME, LAST NAME] child support in the amount of $\_\_\_\_\_\_\_\_.00 per month.

4.02. Each party will cover the expenses related to the child while the child is in their care. Each parent will contribute 50% to medical and school expenses.

4.03. In subsequent tax years, [FIRST NAME, LAST NAME] shall have [FIRST INITIAL, LAST INITIAL]. as a deduction on his/her state and federal income tax returns in all years. [FIRST NAME, LAST NAME] shall execute and furnish to [FIRST NAME, LAST NAME] any and all appropriate and necessary IRS written waiver(s) to give effect to this agreed-upon allocation of the dependency deductions for their children within ten (10) days of being provided with the same by the other party.

**ARTICLE V**

**RELOCATION**

5.01. **Intention of Parties**: While the parties anticipate that each will continue to reside within reasonable proximity of each other in the State of Illinois, in the event either party seeks to permanently relocate the minor child from the State of Illinois, the parties acknowledge the statutory definition of “Relocation” set forth in Section 600(g) of the Act (750 ILCS 5/600(g)) and the applicability of Section 5/609.2 of Act (750 ILCS 5/609.2).

5.02. **Statutory Definition of “Relocation” (750 ILCS 5/600(g))**:

A. A change of residence from the child’s primary residence located in the county of Cook, DuPage, Kane, Lake, McHenry, or Will to a new residence within this State that is more than twenty-five (25) miles from the child’s current residence;

B. a change of residence from the child’s current primary residence located in a county not listed in paragraph (A) to a new residence within this State that is more than fifty (50) miles from the child’s current primary residence; or

C. a change of residence from the child’s current primary residence to a residence outside the borders of this State that is more than twenty-five (25) miles from the current primary residence.

5.03. **Compliance with Procedural Requirements**: [FIRST NAME, LAST NAME] and [FIRST NAME, LAST NAME] understand and shall comply with the following terms and provisions of Section 609.2 (750 ILCS 5/609.2), specifically (and with emphasis added):

A. A parent intending a “relocation” as defined above **must** provide **Written Notice** (“Written Notice”) of the relocation to the other parent under the parenting plan or allocation judgment. A copy of the notice required under this Section shall be filed with the clerk of the circuit court.

B. The parent intending relocation must provide at least sixty (60) days Written Notice before the relocation unless such notice is impracticable (in which case Written Notice shall be given at the earliest date practicable) or unless otherwise ordered by the court. At a minimum, the Written Notice must set forth the following:

1. the intended date of the parent’s relocation;

2. the address of the parent’s intended new residence, if known; and

3. the length of time the relocation will last, if the relocation is not for an indefinite or permanent period. The court may consider a parent’s failure to comply with the notice requirements of this Section without good cause (i) as a factor in determining whether the parent’s relocation is in good faith; and (ii) as a basis for awarding reasonable attorney’s fees and costs resulting from the parent’s failure to comply with these provisions.

C. If the non-relocating parent signs the Written Notice and the relocating parent filed the Written Notice with the court, relocation shall be allowed without any further court action. The court shall modify the parenting plan or allocation judgment to accommodate a parent’s relocation as agreed by the parents, as long as the agreed modification is in the children’s best interests.

D. If the non-relocating parent objects to the relocation, fails to sign the Written Notice, or the parents cannot agree on modification of the parenting plan or allocation judgment, the parent seeking relocation must file a petition seeking permission to relocate.

5.04. **Effect of Relocation 25 Miles or Less to a New Primary Residence OUTSIDE OF ILLINOIS**: [FIRST NAME, LAST NAME] and [FIRST NAME, LAST NAME] understand and acknowledge that if a parent moves with the child twenty-five (25) miles or less from the child’s current residence to a new primary residence outside of Illinois, specifically and with emphasis added:

“If a parent moved with a child 25 miles or less from the child’s current primary residence to a new primary residence outside Illinois, **ILLINOIS CONTINUES TO BE THE HOME STATE OF THE CHILD UNDER SUBSECTION (c) OF SECTION 202 of the Uniform Child-Custody Jurisdiction and Enforcement Act**. Any subsequent move from the new primary residence outside Illinois greater than 25 miles from the child’s original primary residence in Illinois must be in compliance with the provisions of this Section.”

5.05. **Parental Agreement**: So informed as to all the above referenced terms and provisions regarding relocation, both within and outside the borders of the State of Illinois, [FIRST NAME, LAST NAME] and [FIRST NAME, LAST NAME] hereby retain their right to jointly agree, if they are willing and able, to terms of relocation which may vary, in whole or in part, from the specific boundaries set forth in this Section, so long as the terms to which they agree serve the best interests of their child and each other.

**ARTICLE VI**

**GENERAL PROVISIONS**

6.01. The parties agree to observe the following rules and principles for the best interests of their child:

A. Each parent shall cooperate fully to maintain a positive relationship between the child and the other parent. Neither party shall question the child about the other parent or speak of the other parent in a demeaning manner to or in front of the child, nor shall they allow any third party to do so. Neither party will tell the child to hide things or keep secrets, nor shall they allow any third party to do so. Neither party shall disparage the other’s family.

B. Each parent will maintain consistent routines for the child’s homework, meals, bedtime, and shall first and foremost consider the child’s needs and age when making decisions for them.

C. Neither party shall use the child to carry messages or child support to the other parent.

D. Neither party shall discuss any financial issues related to support, maintenance or reimbursement of expenses with or in the presence of the child, nor shall they allow third parties to do so.

E. Neither party shall use illegal drugs or drink to excess during their parenting time. The parties shall not allow third parties to use illegal drugs or drink to excess in the presence of the child.

F. Each party shall use appropriate judgment in introducing the child to anyone that they are dating. Prior to introducing the minor child to a parent’s significant other, the other parent must be notified of the introduction. Unless agreed to in writing, neither party shall permit an unrelated member of the opposite sex to sleep over at that party's residence during overnight parenting time with the minor child unless the person sleeping over is that parent's significant other and at least three (3) months have passed since the significant other was introduced to the minor child.

G. Neither party shall encourage the child to call another person “mom” or “dad” or any other version of such names; in the event either of the parties remarries he/she shall require the new spouse to adhere to the terms of this agreement. The child shall retain the last name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

H. In the event of either party's death, the minor child shall reside with the surviving parent, who shall have sole decision making regarding the minor child and who shall foster and encourage the minor child's relationships with members of the extended family of the deceased parent including the minor child's siblings, stepparents, grandparents, aunts, uncles, and cousins.

6.02. The parties hereby agree that they shall review the terms of this Allocation Judgment periodically, but no less than once every two years, to determine whether all of the terms continue to be in the child’s best interests. For purposes of this provision, discussions of some of the terms periodically shall be sufficient to constitute a review.

6.03. By the terms of this Allocation Judgment, it is the parties’ intentions to resolve all issues of allocation of decision-making and parenting time concerning the child which have arisen in these proceedings. The parties have been advised and understand that when this Agreement is accepted by the Court as an Allocation Judgment, it will become a final and appealable order. They also understand that when this becomes an Allocation Judgment and that any appeal therefrom must be commenced within thirty (30) days from the date is accepted by the Court.

6.04. **Modifiability of this Allocation Judgment**: By the terms of this Allocation Judgment and Parenting Plan, it is the intention of the parties to resolve all issues of allocation of parental responsibilities, including allocation of parenting time. [FIRST NAME, LAST NAME] and [FIRST NAME, LAST NAME] understand and acknowledge the terms and provisions of Section 5/610.5 of this Act (750 5/610.5) regarding the modifiability of this Allocation Judgment.

6.05. **Jurisdiction**: So long as at least one parent resides in the State of Illinois, the Circuit Court of the State of Illinois shall retain exclusive and continuing jurisdiction over this cause to enforce or modify the terms and provisions of this Allocation Judgment.

6.06. **Conflict Resolution Clause and Mediation of Disputes**:

A. If any disputes arise between the parents as to any of the provisions of Allocation Judgment, or the modification or implementation thereof, or any other issue relating to the general subject matter of this Allocation Judgment or to the child’s welfare and best interests, the complaining party shall first notify the other party of the nature of the complaint and both parties shall make reasonable attempts to negotiate a settlement of the dispute. When practicable under the circumstances, the complaints shall be made in written form and given to the other party.

B. The party receiving said complaint shall, when practicable, reply to the complaint in a similar manner in written form. If the parties are unable to resolve their dispute within seven (7) days, the parties shall participate in the non-binding mediation of their dispute, except as to matters which require immediate attention (e.g., interference with planned vacation) for which disputes the parties may seek resolution and adjudication by a court of competent jurisdiction.

C. Because successful mediation requires the cooperation of both parents, [FIRST NAME, LAST NAME] and [FIRST NAME, LAST NAME] agree to comport themselves in a considerate and restrained manner. Both parties specifically agree not to intimidate or attempt to intimidate the other.

D. Participation in mediation shall not prejudice the right of either party to seek resolution and adjudication of the dispute by a court of competent jurisdiction after complying with the requirement that mediation be utilized to resolve the dispute in all non-emergency situations.

E. The mediation shall be conducted by a mediator in the State of Illinois upon whom

the parties agree. The costs of mediation shall be borne equally (50/50) by [FIRST NAME, LAST NAME] and [FIRST NAME, LAST NAME].

F. The Court having considered the Agreement of the parties finds that the Agreement is in the best interests of the minor child and is therefore approved by the Court.

IN WITNESS WHEREOF, the parties hereto have here unto set their respective hands and seals the day and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[FIRST NAME, LAST NAME] [FIRST NAME, LAST NAME]

ENTERED:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JUDGE