

**LR6-Form 706. Ordered parenting plan for children of separated parents.**

STATE OF NEW MEXICO  
COUNTY OF \_\_\_\_\_  
SIXTH JUDICIAL DISTRICT COURT

\_\_\_\_\_, Petitioner

No. \_\_\_\_\_

v.

Judge: \_\_\_\_\_

\_\_\_\_\_, Respondent

**ORDERED PARENTING PLAN  
FOR THE CHILDREN OF**

\_\_\_\_\_ and

1. **Children involved:** The children's names and dates of birth are as follows:

Name	Date of birth
_____	_____
_____	_____
_____	_____

2. **Primary physical custody:** The children shall be in the primary physical custody of the [mother] [father] (hereinafter sometimes referred to as the "custodial parent") with the [father] [mother] (hereinafter sometimes referred to as the "non-custodial parent") having periods of responsibility as set forth in this order.

**PROPER CONDUCT OF SEPARATED PARENTS**

**To father and mother:**

You are involved in a divorce suit and are the parents of minor children. As you know, your children are usually the losers when their parents separate. They are deprived of the full-time, proper guidance that two parents can give -- guidance and direction essential to their moral and spiritual growth.

Although there is probably some bitterness between you, it should not be inflicted upon your children. In every child's mind there must and should be an image of two good parents. Your future conduct with your children will be helpful if you will follow these suggestions:

A. Do not poison your children's minds against either their mother or father in discussing their shortcomings. Do not attempt to buy your children's favor by presents or special treatment.

B. Do not expose your children to any member of the opposite sex with whom you may be emotionally involved.

C. Do not use your visitation as an excuse to continue arguments with the other parent.

D. Do not visit your children if you have been drinking. Do not visit your children at unreasonable hours.

E. Be prompt in paying child support as ordered. You will not be credited with presents, clothes, etc., as part of the child support ordered.

F. Do not fail to notify the other parent as soon as possible if you are unable to keep your visitation. It's unfair to your children to keep them waiting -- and worse to disappoint them by not coming at all.

G. Make your visitation as pleasant as possible for your children by not questioning them regarding the activities of the other parent and by not making extravagant promises which you know you cannot or will not keep.

H. The parent with whom the children live must prepare them both physically and mentally for the visitation. The children should be available at the time mutually agreed upon.

I. If one parent has plans for the children that conflict with the visitation and these plans are in the best interests of the children, be adults and work out the problem together.

J. Always work for the spiritual well-being, health, happiness and safety of your children.

3. **Legal custody:**

The parties shall have joint legal custody of the children, with significant periods of responsibility allocated to each parent in accordance with the terms of this parenting plan and with authority and responsibility for making major decisions in the children's best interests as set out herein. Joint legal custody means that neither of you will unilaterally make a major change affecting your children in the areas of religion, residence, non-emergency medical or dental care, education or major recreational activities. Before such a decision is made, you will discuss the matter, and both of you must agree. If you cannot agree, your disagreement will be resolved by the methods chosen in Paragraph 14 of this plan. Until agreement or resolution, no change will be made. This agreement shall set forth the authority and responsibility for making major decisions in the children's best interest as set out in this order. Except as otherwise specified in this order, you shall have joint responsibility and authority for the major decisions affecting the children's health, medical and dental treatment, education, religious activities, recreational activities and residence. Neither of you shall implement a decision which constitutes a major change in either of the children's lives with respect to these designated areas without consultation with the other parent.

4. **Contact with non-custodial parent:** The custodial parent shall encourage and support frequent contact between the non-custodial parent and the children. When a parent does not have the children in their care, such parent is entitled to keep in touch with the children. Both parents have the right to contact the children by mail as frequently as they desire without interference or supervision of correspondence by the other parent. During any time that the children are out of the custody of one parent or the other for more than a weekend, the children shall not only be allowed, but required by the parent who has them in their custody, to call the other parent twice each week and once per weekend; that is, if the children are with one parent for an entire week, they will call the other parent twice during that week period; and if they are in the custody of one parent for a weekend they will call the other parent one time during the weekend. Such telephone conversations shall not be monitored or supervised by the parent in whose custody the children are in at the time.

5. **The children's wishes:** The children's wishes should and must be considered when decisions are made about them. How much weight you give a child's wishes will depend on the age of the child and the nature of the decision. You will not ask a child to choose between you,

and you will not burden a child with any decision that is inappropriate for the child's age and development.

**6. General care:**

A. The children shall generally be in the custodial parent's care. The custodial parent will ensure the children have adequate food, clothing, shelter, medical care and attend school regularly. The non-custodial parent shall ensure that the children have adequate food, clothing, shelter, medical care, and attend school during the non-custodial parent's periods of responsibility, if appropriate.

B. Each parent shall be responsible for the day-to-day care and control of the children during those periods in which the children are physically with such parent's household.

C. Each parent shall arrange for day care for the children with a private caretaker or licensed day care center during the parent's work hours during the parent's period of responsibility. If the children's caretaker that the custodial parent normally uses is not available, the custodial parent shall contact the non-custodial parent to determine if the non-custodial parent is available to care for the children.

**7. Visitation:**

A. All visitation, other than the non-custodial parent's weekend visitations, shall be confirmed by the non-custodial parent and custodial parent arranging the upcoming visitation at least twenty-four (24) hours prior to the time the visitation commences. That is, the custodial parent shall give the non-custodial parent at least twenty-four (24) hours notice prior to dropping the children off at the non-custodial parent's home and the non-custodial parent shall give the custodial parent at least twenty-four (24) hours notice prior to picking up the children at the custodial parent's home. If a party fails to provide the other with confirmation of the upcoming visitation at least twenty-four (24) hours prior to the scheduled visitation, the visitation is forfeited.

B. Non-custodial parent shall have visitation with the children every other weekend. The weekend of \_\_\_\_\_, \_\_\_\_\_ (date), shall be the first alternating weekend visitation of the children with the non-custodial parent. The exchange of the children shall occur at 6:00 p.m. on Friday evenings and at 6:00 p.m. on Sunday evenings at \_\_\_\_\_.

C. Holidays. The children will spend holidays as follows:

(1) Mother's Day and mother's birthday with mother;

(2) Father's Day and father's birthday with father;

(3) Thanksgiving holiday with father in even-numbered years from Wednesday when school recesses for the holiday to 6:00 p.m. Sunday following the holiday, and with mother in odd-numbered years;

(4) For purposes of the Christmas holiday exchange, the parties will each have the children for a one (1) week period. During the first Christmas holiday after this parenting plan is entered by the court, the first week is with mother. During the second Christmas holiday after this parenting plan is entered by the court, the first week is with father. The parties will thereafter alternate that arrangement. In addition to alternating the weeks, the parties shall also alternate the children spending Christmas Day and Christmas Eve with each parent. During the first Christmas holiday after this parenting plan is entered by the court, the children shall spend Christmas Eve and Christmas Day with mother. During the second Christmas holiday after this parenting plan is entered by the court, the children shall spend Christmas eve and Christmas day with father. During the third Christmas holiday after this parenting plan is entered by the court,

the children will spend Christmas Eve with mother and Christmas Day with father. During the fourth Christmas holiday after this parenting plan is entered by the court, the children will spend Christmas Eve with father and Christmas Day with mother, and they will alternate that arrangement from that time forward;

(5) Spring break will be alternated with mother having the children during the first Spring break that occurs after this parenting plan is entered by the court. Fall Break will be alternated with father having the children during the first Fall break that occurs after this parenting plan is entered by the court;

(6) Easter day will be with whichever parent has custody of the children during that weekend.

D. Telephone and mail: Both parents will keep the other informed of current phone numbers and addresses on an ongoing basis, and will not disrupt phone or mail service (*i.e.*, unplug phone, have mail held other than during absence from home).

E. Changes: You may each ask the other for exceptions to this schedule from time to time, but the other parent has the right to say "no", and you will not argue about it nor criticize the other parent's decisions in front of the children.

F. Scheduled activities: If either of the children have school or recreational activities planned on weekends during the non-custodial parent's period of responsibility, the non-custodial parent shall take the child involved or make arrangements for the child to attend or participate in such activities during the visit. The non-custodial parent should be notified in advance of such weekend activities whenever possible.

As your children grow, it may be necessary to change the schedule from time to time. This would be a major change that you will have to discuss and agree on. If you cannot agree, you must follow the dispute resolutions in Paragraph 14.

8. **Grandparents and other relatives:** The children's relationships with grandparents and other extended family members are important, and it is beneficial for the children to spend time with your extended families, as long as the members of those families do not try to alienate the children from either of you. You will communicate about visitation with the grandparents.

9. **Step-parents, step-children, step-siblings:** Deep and important relationships between step-relatives can develop. It is not in the children's best interest to cut off those relationships.

10. **Medical decisions:**

A. [Father] [Mother] agrees to keep the minor children covered by health and dental insurance under the policy of insurance available to that parent from either that parent's employer or other group health care insurance plan.

B. In case of a medical emergency, the parent with that period of responsibility will contact the other parent concerning treatment of the child, if possible. If the absent parent cannot be reached, any decision for emergency medical treatment will be made in the best interest of the child by the available parent.

C. Elective medical and dental treatment, other than routine medical and dental treatment, such as regularly required vaccinations and checkups, shall require the consent of both parents.

D. Medical treatment shall be by a licensed physician, osteopath, chiropractor or other recognized health care provider. Any dental work, including orthodontal or periodontal work, shall be done by a licensed dentist.

E. Both parents shall have full access to all medical and dental records and to health

care providers.

11. **Change of residence:**

- A. Both parents presently intend to continue to live in the city of their residence.
- B. Neither parent will remove, cause to be removed, or permit removal of the children from the State of New Mexico, except as agreed to in this plan or for temporary visits which do not interfere with the time-sharing schedule, without the written consent of the other parent or resolution of the dispute by the method set forth in Paragraph 14 of this plan.
- C. If either parent plans to change their current home city or state of residence, that parent shall provide to the other parent thirty (30) days notice, in writing, stating the date and destination of the move. As soon as possible thereafter, the moving parent shall provide an address and phone number where the children may send correspondence or call. Absent agreement of the other parent or order of the court, no change of home city or state of residence will be made.

12. **Educational decisions:**

- A. Changes in educational environments or programs shall require the consent of both parents.
- B. The children shall continue to attend the school or schools in which they are currently enrolled. The children shall be placed in programs appropriate for their needs based upon recommendations by the school counselors, teachers and advisors and agreement by both parents.
- C. School districts shall not be changed unless necessitated by a move or agreement of both parents.
- D. Both parents shall have complete access to the children's school records and shall be entitled to participate in conferences with the children's teachers and supervisors. The custodial parent shall ensure that the non-custodial parent receives, and will forward to the non-custodial parent, copies of the children's report cards, progress reports and special testing results. In addition, the custodial parent will ensure that the non-custodial parent receives copies of order forms for the children's school pictures, notices of their parent-teacher meetings and any recreational activities that the children may be involved in.

13. **Recreational activities, school activities and public activities:**

- A. Major changes in the children's recreational activities, such as enrolling a child in a series of recreational lessons, shall require the consent of both parents, and the parents shall not withhold consent arbitrarily or capriciously.
- B. The children shall continue in the recreational activities in which they are currently participating. They shall be entitled to participate in any recreational activities sponsored by the school which they are attending. Recreational activities shall expand as the children's interests develop. The parents shall take into account the children's expressed preferences for recreational activities. Unless the activity is dangerous or unusual (any sports or recreational activities sponsored by the children's school shall not be considered to fall within this category), the custodial parent may enroll the children without the other parent's consent, but shall inform the other parent of the activity. It is understood that the children may participate in programs such as soccer, baseball, gymnastics, softball, volleyball, tennis, swimming, diving, etc.
- C. Each parent shall have the right to attend and participate in the children's school and other recreational activities, and each parent shall advise the other of such events that come to the parent's attention.

14. **Dispute resolution:**

A. Disputes concerning interpretation or application of this parenting plan and failure of the parents to reach agreement when required under the provisions of this plan shall be resolved in accordance with this section. While a dispute is being resolved, neither parent shall alter the status quo.

B. In the event that a problem arises in which an immediate agreement cannot be reached, the parents shall set aside a portion of time in which to discuss the matter, either in person or by telephone, without distractions, and without the children being present. Issues other than the specific problem at hand shall not be discussed at that time. The parents shall attempt, in good faith, to resolve their differences and reach an agreement. Each parent agrees to keep in mind what is in the best interests of the children and to take the children's wishes and desires into account.

C. **Written proposals:**

If either parent wishes to permanently change the time-sharing plan or one or more aspects of the status quo, the one who wishes the change will give to the other a written change proposal which will include what the other party wants to change and why, and which will provide enough information so the other will be able to investigate. For example, the change proposal will include necessary names, addresses and phone numbers, and a reasonable time limit for responding.

The parent who receives the change proposal will investigate the proposed change and will respond in a reasonable time, in writing. If the parent disagrees with the proposed change, the parent must explain why the parent disagrees, and when appropriate, the parent who disagrees shall make a written counter proposal.

D. **Oral Discussion:**

You will discuss all major changes in the children's lives in order to try to reach an agreement.

E. If you cannot agree to the proposed change, no change will be made until you submit the issue to, and participate in, mediation to try and reach an agreement.

F. Only after you have attempted all these avenues to resolve the issue and they fail, will the matter then be submitted to the district court. The district court may refer the matter to a special master or may terminate joint custody among other resolutions.

G. The cost involved in the dispute resolution will be paid fifty percent (50%) by each parent. You will use the above methods of dispute resolution and neither parent will withhold financial support or access to the children before, during or after dispute resolution.

15. **General:**

A. You will both be actively involved in the major decisions and legal responsibilities for your children.

B. You will communicate and be flexible about the needs of the children, especially as those needs change due to a child's growth and development.

C. You will be supportive of the children's relationship with the other parent and positive about that relationship. You will give permission to the children to enjoy the relationship with the other parent and will not interfere with the parent-child relationship of the other.

D. Neither of you will align the children against the other parent, or the other parent's family.

E. You shall foster a positive relationship between the other parent and the children. You will refrain from making negative or derogatory comments about the absent parent. Neither of you shall discuss disputes regarding property matters, support payments or other issues with the children or in their presence. You will not use the children as intermediaries in transmitting money, documents or messages.

F. This parenting plan shall continue in force and effect until modified by order of a court of competent jurisdiction or until modified by written agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
District Judge  
Sixth Judicial District

I certify that I have [ ] mailed [ ] delivered a copy of the foregoing to the petitioner at \_\_\_\_\_ and to the respondent at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Administrative assistant to the judge

SUBMITTED BY AND AGREED TO  
IN SUBSTANCE AND FORM:

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Respondent

[Adopted, effective November 21, 2002; as amended by Supreme Court Order No. 06-8300-006, effective February 16, 2006; LR6-Form 3.03 recompiled as LR6 Form-706 by Supreme Court Order No. 16-8300-015, effective for all cases pending or filed on or after December 31, 2016.]