

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA
THIRD JUDICIAL DISTRICT

Petitioner,

vs.

No.

Respondent,

CUSTODY PLAN AND ORDER

We, _____ and _____, are the parents of the children listed below. We agree that we are submitting this document as our custody plan and that our plan is in the best interests of the children.

I. IDENTIFICATION AND CONTACT INFORMATION

Parent's name

Physical address and
Phone number

Place of employment
and phone number

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Child's name

Year of birth

Age

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The parties will advise each other of any change to this contact information within ten (10) days of new information becoming available.

II. CUSTODY OF THE CHILDREN

☐ A. Sole legal and physical custody visitation plan.

1. _____, (name of parent with sole custody) will have sole legal custody of our children. The parent with sole custody will make the important decisions regarding our children.

2. The reason that sole custody is in the best interest of our children is because:

3. We agree to the following visitation plan:

☐ a. There will be no visitation until further order of the Court.

(or)

☐ b. _____ (name of other parent) will have unsupervised visitation with our children as follows: (Fully describe visitation plan to include who will transport the children and where and when the visitation will occur.)

(or)

☐ c. _____ (name of other parent) will have supervised visitation with our children as follows:

☐ B. Joint legal custody and parenting plan.

1. **Important decisions.** We will share joint legal custody of our children and will make important decisions about our children together. No change regarding any of the following will happen unless we both agree to the change in writing or the Court changes it:

(CHILD'S) (CHILDREN'S) NAME:				
RESIDENCE: City & County				
RELIGION:				
DOCTOR -				
Name:				
Address:				
Phone:				
DENTIST -				
Name:				
Address:				
Phone:				
SCHOOL -				
Name:				
Address:				
Phone:				
CHILD CARE -				
Name:				
Address:				
Phone:				
RECREATION - (Activities & Schedule)				
SPECIAL NEEDS (medical, physical, educational, any medications)				
OTHER:				

2. **Solving arguments.** We will resolve any parenting or time-sharing dispute regarding our children in this way:

a. Talk together; or

b. Communicate in writing as follows:

i. parent requests change, and gives reasons for the change; and

ii. answering parent sends response within _____ days.

If the answering parent does not agree to the change, that parent must say why, and if possible, make a new proposal.

c. Take the following steps:

[] _____. Go to couple, family, or other counseling;

[] _____. Go to mediation, with neutral party;

[] _____. Other _____;

[] _____. Go to Court.

3. **Timesharing schedule.**

[] **Schedule 1. Same schedule each week or every two weeks.**

Week 1	Mother's Time	Father's Time
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		
Week 2	Mother's Time	Father's Time
Monday		
Tuesday		

Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

[] **Schedule 2. Write your own schedule.** (Write your own schedule here or attach a separate sheet or calendar or make additions to Schedule 1.)

4. Vacation and holiday plan.

a. **Vacations.** We will each have ____ [days] [weeks] (circle one) of uninterrupted time with the children each year. We will give each other at least ____ [days] [weeks] (circle one) notice of the vacation time. Any dispute will be resolved in the manner agreed to in the "Solving Arguments" section of this parenting plan.

b. **Holidays.** Regardless of the day of the week, the children will spend:

Holidays:	Mother's Time:	Father's Time:
Spring Break		
Easter		
Mother's Day		
Memorial Day		
Father's Day		
July 4th		
Labor Day		
Holidays	Mother's Time	Father's Time
Thanksgiving Break		
December Holidays/Winter Break		

(Child's) (Children's) Birthday		
Martin Luther King, President's Day, Columbus Day		

The Monday of a 3-day weekend due to school, federal, or state holiday is the same as the Sunday schedule unless we agree differently.

5. Details about the timesharing.

a. **Communication/Cooperation.** We agree each may have a reasonable communication with the children at all times. Neither of us will unreasonably interfere with the children's communication with the other parent.

i. We agree to be actively involved in major decisions and legal responsibilities for our (child)(children).

ii. We agree to communicate and to be flexible about the needs of our (child)(children), especially as those needs change due to our (child's)(children's) growth and development.

iii. We agree each be supportive of our (child's) (children's) relationship with the other parent and to be positive about the relationship. We will give our (child)(children) permission to enjoy a relationship with the other parent and will not interfere with the parent (child)(children) relationship. We will not ask our (child)(children) to choose between us.

iv. We agree to refrain from making negative or derogatory comments about the other parent. We will not discuss disputes regarding property matters, support payments, or any other matters with our (child) (children) or in his/her presence. We will not use our (child)(children) as messengers or intermediaries in transmitting money, documents, or negative messages to each other.

b. **Transfer of children.** Responsibility for transferring the children from one parent to the other will be as follows (write what you will do here):

c. **Long-distance transfer of children.** Responsibility for transferring the children from one parent to the other in long-distance arrangements will be as follows (write down what you will do here):

d. **Medical Decisions/Emergencies.** If there is a medical emergency, the parent with the children will try to call the other parent about the emergency. If the other parent cannot be reached, any decision for emergency medical treatment will be made by the available parent in the best interest of the children.

i. Medical and dental treatment, other than routine care, such as regularly required vaccinations and checkups, shall require the consent of both of us.

ii. We agree that all medical treatment shall be by a licensed physician, osteopath, chiropractor, or other recognized health care provider. Any dental work, including orthodontia or periodontal work shall be done by a licensed dentist.

iii. We both shall have full access to all medical and dental records and to health care providers.

e. **Changes.** We may ask each other for changes to this schedule. The other parent has the right to say "no." If the other parent says "no," we will not argue or criticize the other parent's decision.

f. **Review of plan.** We agree to meet [] every year (or) [] every ___ years to make sure this plan continues to work well.

g. **Missed Time-share.** If our (child is) or any of our (children are) unable to spend time with the other parent due to illness, special school events or special family events, we will inform each other as soon as possible, generally one (1) week in advance of planned events. For each time-share that is missed outside of our control he/she shall be able to substitute another time for the missed one as soon as possible.

h. **Scheduled Activities.** If our child has any scheduled activity as described in Section II (B), planned on days when time-sharing is scheduled, arrangements shall be made for our child to attend or participate in those activities during the designated time. We must notify each other in advance of such activities.

i. **Telephone and mail.** We agree that our (child has) (children have) the right to place and receive phone calls from us, and to send and receive letters and packages, without interference from us. Phone calls should generally occur between _____ or before our (child's) (children's) bedtime routines. Conversations will not be monitored or supervised by either parent.

j. **Grandparents and other relatives.** We agree that our (child's) (children's) relationships with grandparents and other extended family members are important, and that it is beneficial for our (child) (children) to spend time with our extended families as long as those families do not try to alienate our (child) (children) from one of us. In order to encourage the continuation of good relationships between our extended families and our (child) (children), we agree to the

following extended visitation and communication: Grandparents will enjoy visitation during their child's visitation with the (child) (children).

k. **Step-Parents, Step-siblings, etc.** We agree that it may be in our (child's) (children's) best interest to continue deep and important relationships with step relatives. Step-Parents, step-siblings will enjoy visitation during the parent's visitation with the (child) (children).

l. Change of residence.

i. Both parents presently intend to live in the same city or county. If not specify:

ii. We agree that neither of us shall remove, cause to be removed, or permit removal of our (child) (children) from Dona Ana County, except for temporary visits which do not interfere with the time-sharing schedule, or Dona Ana County, New Mexico if same is the resident of the (child) (children) without the written consent of the other parent, or resolution of the dispute by the method set forth in section 2. Relocation of our (child) (children), outside New Mexico, requires a prior Court order.

iii. If either one of us plans to change our location address or phone number, we will provide each other immediate notice.

iv. If either of us live in different cities with a significant difference between cities, frequent contact with the one parent may not be possible. In these cases, the absent parent shall be entitled to time-share with our (child) (children) whenever she/he is in the same town where our (child) (children) are living, as long as she/he gives at least seventy-two (72) hours advance notice of the time-share and it does not interfere with previously arranged school plans. In the latter case, an attempt should be made to accommodate school plans and time-share.

m. Educational decisions.

i. Our (child) (children) will be placed in programs appropriate for his/her/their needs based upon recommendations by the school staff, and agreement between us.

ii. School districts will not be changed unless necessitated by a move and/or mutual agreement. Court approval must be required.

iii. We agree that both of us should receive notice of Parent-Teacher conferences; copies of our (child's) (children's) report cards, and any matter regarding our (child's) (children's) educational progress.

n. Religious decisions. We shall be entitled to take our (child) (children) to the religious services either one of us attends. However, the religious affiliation of our (child) (children) will not be changed unless there is mutual consent. We shall notify each other of significant ceremonial events of our (child) (children) and we both shall be entitled to attend.

When I sign here, I am telling the judge under oath and penalty of perjury that I have read this document, that I agree with everything in it, and that the statements in it are true and correct to the best of my knowledge and belief.

Father's signature

Mother's signature

Mailing address:

Mailing address:

Physical address:

Physical address:

Telephone:

Telephone:

Mediator

Date

VERIFICATION

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

Acknowledged, signed and sworn to before me this ____ day of _____, _____ by _____, father.

Notary public

My commission expires: _____.

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

Acknowledged, signed and sworn to before me this ____ day of _____, _____ by _____, mother.

Notary public

My commission expires: _____.

Approved by the District Court

Date

(Revised 7/16)

District Court Judge