

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION

IN RE THE MARRIAGE OF:                    )  
                                                          )  
JULIET CAPULET                                )  
    Petitioner                                 )  
                                                          )  
                    and                            )     No. 2020 D 000001  
                                                          )  
ROMEO MONTAGUE                             )  
    Respondent                                )

**AGREED ALLOCATION JUDGMENT AND PARENTING PLAN**

This Agreed Allocation Judgment and Parenting Plan (“Agreement”) is made and entered into this 15<sup>th</sup> day of January, 2020, by and between JULIET CAPULET (hereinafter referred to as “Juliet”) and ROMEO MONTAGUE (hereinafter referred to as “Romeo”), pursuant to 750 ILCS 5/600, the Court being advised in the premises and having jurisdiction herein:

**RECITALS**

1. Romeo and Juliet are parties to a certain Dissolution of Marriage proceeding in the Circuit Court of Cook County, Illinois, and that said cause is now pending and unresolved;
2. The parties hereto were lawfully married on January 1, 1995 in Cook County, Illinois where said marriage was duly registered;
3. Two (2) children were born to the parties; namely: Laurence, born January 1, 1999 and emancipated; and Esmerelda, born February 14, 2006 and presently age 13. No other children were born to or adopted by the parties during their marriage, and Juliet is not now pregnant;
4. Without any collusion as to the Dissolution of Marriage proceeding now pending, Romeo and Juliet consider it to be in the best interests of their minor child that the issue of the allocation of parental responsibilities and parenting plan be amicably resolved;

5. Romeo and Juliet acknowledge that the primary concern of each has been and shall continue to be the best interests and welfare of their child;

6. Romeo has employed and has been provided the benefit of the counsel of Mercutio & Benvolio, and Juliet has employed and has been provided the benefit of the counsel of Tybalt & Associates;

**IT IS HEREBY ORDERED:**

That the parties shall adhere to the following Agreement regarding the allocation of parental responsibilities and parenting plan as set forth herein below:

**ARTICLE I**

**SIGNIFICANT DECISION-MAKING RESPONSIBILITIES**

1.1. **Defined:** Pursuant to 750 ILCS 5/600, “Significant Decision-Making” is defined as decision-making on issues of long-term importance to the child. These significant decisions include, but are not limited to the following:

- Education, including choice of schools and tutors;
- Health, including medical, dental and psychological needs;
- Religion, including choice of religion or denomination, religious schooling, religious training, and participation in religious customs or traditions; and
- Extracurricular Activities, including selection and scheduling of activities.

1.2. **Allocation:** Pursuant to 750 ILCS 5/602.5 and 750 ILCS 5/602.10(f)(1), and subject to Sections herein, the parties agree to the following allocation of significant decision-making responsibilities:

<b><u>DECISION</u></b>	<b><u>Party Allocated Responsibility</u></b>
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<b>EDUCATION</b>	Both Parties
<b>HEALTH</b>	Both Parties
<b>RELIGION</b>	Both Parties
<b>EXTRACURRICULAR ACTIVITIES</b>	Both Parties

1.3. **Consultation:** The parties shall consult with one another prior to making significant decisions regarding the child’s education, health, religion, and extracurricular activities. The parties agree that the consultation must take place before any significant decision is made and provide a reasonable time for a meaningful discussion to occur.

**Healthcare**

1.4. **Choice of Care Providers:** Unless the parties agree otherwise in writing, the child shall continue to be treated by her current care providers, or in the event a current care provider is no longer available to provide services or is no longer affiliated with the medical insurance plan under which the child is covered, then the child will be treated by in network care providers who are affiliated with the medical insurance plan under which the child is covered.

1.5. **Non-Emergency Healthcare:** In the event a decision is required during a routine, non-emergency healthcare appointment or therapy session and the parties reach an impasse that they cannot resolve themselves, they agree to follow the recommendations of the healthcare provider, unless mutually agreed upon otherwise. This will not apply during those occasions when the child is ill on an ad hoc basis. In those circumstances, the party who has the parenting time with the child shall determine whether to take the child to the doctor. Each party shall respect the other party’s decision on healthcare matters during their parenting time.

1.6. **Scheduling Medical Appointments:** Prior to making any medical appointments, Juliet shall inform Romeo of the appointment so that he can make himself available for the appointment. However, the availability of an appointment, if time sensitive, shall take precedence over a party's schedule, providing at least one party can be present at the appointment. The parties recognize that the child may have therapy or medical treatments which may fall during both parents' parenting time, and both parents will have the child attend her appointments.

1.7. **Medical Emergencies:** Pursuant to 750 ILCS 5/602.10(f)(9), in the event of a medical emergency involving the child, the party with possession of the child shall notify the other party as soon as reasonably possible. If emergency surgery or treatment is required to preserve life or to prevent a further injury or condition, the surgery may be performed without the approval of the other parent who does not have physical possession of the child, provided the other parent is consulted and informed as soon as reasonably possible.

1.8. **Extraordinary Health Care:** Prior to either party retaining a specialist/therapist for the child, they shall both be given the option of interviewing said specialist or therapist after the initial contact by one party. It shall be incumbent upon each party to make his or her own enquiries regarding that person prior to the face-to-face meeting. The availability of an appointment, if time sensitive, shall take precedence over a parent's schedule, providing at least one parent can be present at the appointment.

1.9. **Access to Health Care Providers:** Each parent will provide the other with the names, addresses, telephone numbers, and any other relevant information necessary to access the providers of any health, psychological, dental or other care to the child.

1.10. **Prescriptions:** Each party shall provide the other with any medically prescribed instructions for care and medications which the child is 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.

### **Education**

1.11. **School:** The parties shall agree upon the selection of school for the child, except Romeo agrees that Juliet may send the child to Catholic school in which case Juliet shall pay and be solely responsible and Romeo shall not be liable for the payment of any costs associated with private school including tuition, supplies, uniforms, fees, costs, lunch, activities, field trips, and fundraising.

1.12. **School/Parent Events:** Each parent shall have the right to participate in all school events. Each of the parents shall have equal right to confer with teachers and counselors concerning the child's education and other activities; appointments for parent-teacher conferences may be attended by both parties, or each parent may separately schedule such conferences subject to the administrative procedures and policies of the school.

1.13. **Educational Support:** Both parties shall take all reasonable steps to agree upon and ensure that the child receives appropriate testing, tutoring, and educational support. Both parties shall cooperate and participate with the child's school and tutors, including arranging that the child attend all special programs or tutoring during his or her parenting time.

1.14. **Homework:** When applicable, each party shall be responsible to ensure that the child completes all homework assignments when the child is with him or her, and that the homework is completed according to the specifications provided by teachers or advisors.

### **Religion**

1.15. **Religion:** The parties shall consult with one another and jointly make every significant decision regarding the child's upbringing including religious schooling and training and participation in religious customs and traditions.

1.16. **Different Religions:** The parties acknowledge that the child may be exposed to different faiths as part of her upbringing. Exposure, as opposed to indoctrination of the child to other religions, and safe, religious practices, is acceptable by both parties.

### **Extracurricular Activities**

1.17. **Decision Notification Guidelines:** In the event a parent notifies the other requiring a decision regarding an extracurricular activity, a response must be provided by the other parent within five (5) calendar days from the date of communication, unless mutually agreed otherwise. If a response is not forthcoming the parent who made the initial request will have the option to make said decision regarding the extracurricular activity on their own. Each parent recognizes that the child may engage in games, practices and/or matches associated with her activities which may fall during both parents' parenting time. Both parents will have each child attend her scheduled activities and shall continue to facilitate her current activities. Each parent shall give information to the other parent about events and organized activities in which the child is participating.

1.18. **Attendance:** Both parties shall have the right to attend all extracurricular events and activities of the child.

1.19. **Contact:** Both parents shall be entitled to duplicate schedules and/or notifications regarding the child's extracurricular activities. Each parent will apprise the other within twenty four (24) hours of his or her receipt of any such information of the names and

telephone numbers of the child's instructors/coaches, and thereafter each parent shall independently contact the instructors/coaches regarding the child's extra-curricular activities. 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 child. The address and telephone number of both parents shall be dually listed on each activity's telephone directory, if any.

1.20. **Summer Camp:** The parties shall discuss which camps or summer programs the child shall attend, if any, taking into consideration the preferences of the child. Neither party shall unreasonably withhold his or her consent to the child's preference.

1.21. **Modifications to Article I:** The allocation of significant decision-making responsibilities contained herein may be modified by mutual agreement of the parties. Any modifications to the Agreement must be done in writing and signed by both parties.

1.22. **Mediation:** Pursuant to 750 ILCS 5/602.10(f)(3), if mutual discussion is not successful regarding reaching an agreement to modify the allocation of significant decision-making responsibilities as set forth in this Article I, or if the parties have been unable to negotiate the settlement of a dispute regarding a significant decision, then the parties shall first submit the dispute to a mediator chosen by agreement of the parties, or if the parties are unable to agree upon a mediator by a private mediator appointed by the Court. Each party shall pay one half of the cost of mediation. If said procedure does not serve to resolve the dispute, then either party may petition a Court in Illinois for resolution of the dispute. The attorneys' fees to be paid for each party shall be determined by the Court.

## ARTICLE II

### PARENTING TIME ALLOCATION

2.1. **Non-Significant Decisions:** During a party's allocated parenting time, he or she shall be responsible for exercising non-significant, day-to-day decision-making responsibilities for the child.

2.2. **Care-Taking Responsibilities:** During a party's allocated parenting time, he or she shall be responsible for exercising all regular and necessary care-taking responsibilities for the child.

2.3. **Regular Parenting Schedule:** Pursuant to 750 ILCS 5/602.7 and 750 ILCS 5/602.10(f)(2)(A), the parties agree upon and shall adhere to the following regular parenting schedule:

- a. The child shall have dinner with Romeo every Thursday from 6:00 pm until 8:00 pm;
- b. The child shall reside with Romeo every Thursday from 6:00 pm until drop off at school or camp (or Juliet's residence at 9:00 am if there is no school or camp) on Friday;
- c. The child shall reside with Romeo every other weekend from Friday at 6:00 pm until drop off at school or camp (or Juliet's residence at 9:00 am if there is no school or camp) on Monday;
- d. The child shall reside with Juliet at all other times.

2.4. **Transportation:** Pursuant to 750 ILCS 5/602.10(f)(10), unless otherwise agreed, each parent will drop the child off to school/camp/the other parent's residence at the conclusion of his or her parenting time. The parent shall have the child prepared with the appropriate

clothing and items the child will need for the other parent’s parenting time. The child shall be ready to leave promptly at the scheduled time. The parent dropping the child off or picking the child up shall likewise be on time and should he or she be delayed or unable to take the child, the other parent shall be informed by telephone as soon as that fact becomes apparent. Each party shall also ensure that the child has all of her books, completed homework assignments, equipment, medications and other medical items (e.g. glasses or retainers) when she is transferred to the other party.

2.5. **Holiday Schedule:**

The parties shall share holiday time with the child pursuant to the following schedule:

<b><u>HOLIDAY</u><sup>i</sup></b>	<b><u>EVEN NUMBERED YEARS</u></b>	<b><u>ODD NUMBERED YEARS</u></b>
<b>New Year's Eve from 5:00 pm on December 31 until 1:00 pm on January 1</b>	Juliet	Romeo
<b>President’s Day from 5:00 pm Sunday until 8:00 pm Monday</b>	Romeo	Romeo
<b>Good Friday</b>	If not Romeo’s regular weekend, he will also have the children from Thursday at 5:00 pm until Friday at 8:00 pm	If not Romeo’s regular weekend, he will also have the children from Thursday at 5:00 pm until Friday at 8:00 pm
<b>Easter from 5:00 pm Saturday until noon Sunday</b>	Juliet	Juliet
<b>Easter from Sunday at noon to 8:00 pm</b>	Romeo	Romeo
<b>Mother’s Day from 5:00 pm Saturday until 8:00 pm Sunday</b>	Juliet	Juliet

<b>Memorial Day Weekend from 5:00 pm Sunday until 8:00 pm Monday</b>	Juliet	Romeo
<b>Father's Day from 5:00 pm Saturday until 8:00 pm Sunday</b>	Romeo	Romeo
<b>Fourth of July from 5:00 pm on July 3 to 8:00 pm on July 4</b>	Romeo	Juliet
<b>Labor Day from 5:00 pm Sunday until 8:00 pm Monday</b>	Romeo	Juliet
<b>Halloween</b>	Juliet	Juliet
<b>Thanksgiving from 5:00 pm Wednesday until 2:00 pm Thursday</b>	Romeo	Romeo
<b>Thanksgiving from 2:00 pm Thursday until 5:00 pm Friday</b>	Juliet	Juliet
<b>Christmas from 2:00 pm on December 24 until midnight on December 25</b>	Romeo	Romeo
<b>Christmas from midnight on December 25 until 8:00 pm on December 28</b>	Juliet	Juliet
<b>Parent's birthdays</b>	If it is not the birthday parent's regularly scheduled day, that parent may take the child out for a meal	If it is not the birthday parent's regularly scheduled day, that parent may take the child out for a meal
<b>Child's birthday</b>	If it is not a parent's regularly scheduled day, that parent may take the child out for a meal	If it is not a parent's regularly scheduled day, that parent may take the child out for a meal

<sup>i</sup> **Other Holidays:** Unless agreed upon otherwise by the parties, the parties shall follow the regular parenting schedule during school holidays or other holidays not specifically allocated herein.

2.6. **Special Parenting Time:** The parties recognize that certain one-time special occasions or events (such a significant birthdays, weddings, funerals, etc.) occur from time-to-time over the parents' parenting time. The parties agree that the parent participating in a special occasion or event shall have parenting time with the child for these special occasions or activities so long as the request is reasonable and reasonable advance notice is given. The other parent shall not unreasonably withhold his or her consent to a reasonable request for special parenting time.

2.7. **Winter Break:** The child shall reside with Romeo for the first half of the Christmas or winter vacation period and with Juliet for the second half of the Christmas or winter vacation period in even numbered years. The child shall reside with Juliet for the first half of the Christmas or winter vacation period and with Romeo for the second half of the Christmas or winter vacation period in odd numbered years. The first half of Winter Break is defined as from after school on the last day of school to 3:00 pm on the second Saturday of the break. The second week of Winter Break is defined as 3:00 pm on the second Saturday of the break until 6:00 pm on the Sunday before school resumes.

2.8. **Spring Break:** The child shall spend Spring Break with Romeo in even numbered years, and with Juliet in odd numbered years. Spring Break is defined as after school the day school gets out for Spring Break through Sunday (the Sunday before school resumes) at 6:00 pm.

2.9. **Summer:** Each parent may have up to two (2) weeks of vacation time with the child, either consecutive or not consecutive, during the child's summer vacation from school each year. A week shall be defined as a consecutive seven (7) day period. Romeo shall have his first choice of vacation parenting time in odd numbered years and shall submit his proposal to

Juliet by April 1 or when a trip is booked, whichever is earlier. Juliet shall have her first choice of vacation parenting time in even numbered years and shall submit her proposal to Romeo by April 1 or when the trip is booked, whichever is earlier. The party who does not have first choice shall advise the other of their vacation plans with the child by May 1. In the event a parent does not provide the relevant dates by the due date, the other parent can proceed and make their vacation arrangements in the absence of this information.

2.10. **Travel:** Pursuant to 750 ILCS 5/602.10(f)(9), if a parent intends to travel with the child, he or she shall give the other parent at least fourteen (14) days' notice of domestic travel and shall give thirty (30) days' notice of international travel. The traveling parent shall provide the other parent with a written itinerary of travel prior to traveling. Such itinerary shall include, at minimum, dates of travel, travel destinations(s), flight numbers and times, and contact addresses and phone numbers where the child and other party can be reached while traveling. The parties agree that Juliet shall keep the child's passport, which shall be released to Romeo no less than fourteen (14) days prior to his international travel with the child, and Romeo shall timely return the passport to Juliet upon his return. The parties agree to execute, no less than fourteen (14) days in advance of international travel, a Consent for Child to Travel for any travel outside of the continental United States (or such other signed notarized letter that conforms with the U.S. Department of State requirement) upon the request of the traveling parent. Both parents will cooperate in executing any documents necessary to facilitate the other parent's travel with the child as provided in this agreement, and to renew the child's passport. Both parties' written consent shall be required for travel to any country for which there is a Travel Warning or Travel Watch issued by the U.S. Department of State. The parties shall not travel with the minor child to a non-Hague Convention Country.

2.11. **Precedence Requirements:** Any holiday or vacation shall take precedence over the regular parenting schedule unless otherwise specified herein. The holiday schedule shall take precedence over the vacation schedule.

2.12. **Flexibility:** The parties acknowledge they have the right to alter from time to time, modify or otherwise arrange for other special times, such as business or professional travel, parental or vacation periods and other family commitments by mutual agreement which shall be on such terms and conditions as are conducive to the best interests and welfare of the child. In recognition that the parties must cooperate effectively, neither party shall unreasonably withhold their consent, likewise requests shall be reasonable. It is agreed that parenting time is both a right and a responsibility. Each parent has the obligation to arrange for the care of the child during scheduled parenting time. Likewise, each parent has the right to anticipate that plans can be made independent of the child during periods of time when she or he is not scheduled to be with the child.

2.13. **Right of First Refusal:** Pursuant to 750 ILCS 5/602.3 and 750 ILCS 5/602.10(f)(14), the parties agree that in the event either parent is unavailable overnight during his or her assigned parenting time, then the other parent shall have the right to care for the child during the assigned parent's absence. The parent who is unavailable shall give the other parent notice of his or her scheduled absence immediately upon learning of same. The other parent shall have twenty four (24) hours to respond and invoke the right of first refusal. If the other parent invokes his or her right, then the other parent shall be responsible for transportation during the assigned parenting time. If the other parent declines to exercise the right of first refusal or fails to respond, during the other parent's absence, it will still be the responsibility of the parent who will be unavailable to make suitable arrangements during his or her absence for the child's care.

2.14. **Annual Review:** The parties acknowledge that as the child increases in age and over the course of time, the circumstances of the parents and the minor child will change and adapt as well. Therefore, this parenting time allocation as expressly contained herein will undoubtedly require future adjustments and modifications in order to provide with the ever changing requirements of the child and the responsibilities of the parties. Accordingly, on an Annual basis, or as necessary, the parties shall cooperate and reasonably attempt to determine whether the terms of this Parenting Plan continue to meet the child's growth and developmental needs and further, to provide each parent with parenting time based upon their respective circumstances and geographical locations and involvement within the child's life.

2.15. **Modifications to Article II:** The above Parenting Schedule may be modified by mutual agreement of the parties. Any modifications to the Agreement must be done in writing and signed by both parties.

2.16. **Mediation:** Pursuant to 750 ILCS 5/602.10(f)(3), if mutual discussion is not successful regarding reaching an agreement to modify the allocation of parenting time as set forth in this Agreement, then the parties shall first submit the dispute to a mediator chosen by agreement of the parties, or if the parties are unable to agree upon a mediator by a private mediator appointed by the Court. Each party shall pay one half of the cost of mediation. If said procedure does not serve to resolve the dispute, then either party may petition a Court in Illinois for resolution of the dispute. The attorneys' fees to be paid for each party shall be determined by the Court.

**ARTICLE III**

**CHILD'S RECORDS**

3.1. **Medical Records:** Pursuant to 750 ILCS 5/602.10(f)(4), both parties shall have a right of access to the child's medical, dental and psychological records (subject to the Mental Health and Developmental Disabilities Confidentiality Act).

3.2. **Childcare Records:** As required by 750 ILCS 5/602.10(f)(4), both parties shall have a right of access to the child's childcare records.

3.3. **Educational and Extracurricular Records:** As required by 750 ILCS 5/602.10(f)(4), both parties shall have a right of access to the child's school and extracurricular records, reports and schedules.

3.4. **Educational Records:** Any educational institution the child attends shall:

- A. List both addresses as the legal residence unless one is specifically required for the school district;
- B. List both parents as the parent and emergency contact person of the child (the parties shall mutually agree upon any additional emergency contact persons) and notify both parents in the event of an emergency involving the child;
- C. Release to both parents any and all information concerning the child;
- D. Provide both parents with access to any and all information on the school website and portal; and
- E. Send copies of any notices regarding the child to both parents.

3.5. **Designation of Custodian:** As required by 750 ILCS 5/602.10(f)(5) and 750 ILCS 5/606.10, and only for purposes of all State and Federal statutes that require a designation

or determination of legal “custody” or a “custodian,” Juliet shall have the designation of “custodian” in these circumstances. For purposes of Section 10-20.12b of the School Code only, Juliet is considered to have legal custody and her address shall be the child’s residential address for school enrollment purposes. The designation pursuant to this paragraph 3.5 shall not affect either parent’s rights and responsibilities under this Agreement.

#### ARTICLE IV

#### CONTACT INFORMATION

4.1. **Child’s Information:** As required by 750 ILCS 5/602.10(f)(6), for the purposes of school enrollment purposes only, the child’s current residential address is Juliet’s address.

4.2. **Mother’s Information:** As required by 750 ILCS 5/602.10(f)(7), Juliet has provided Romeo with her current residential address, home/cell phone number, name/address/phone number of employer.

4.3. **Father’s Information:** As required by 750 ILCS 5/602.10(f)(7), Romeo has provided Juliet with his current residential address, home/cell phone number, name/address/phone number of employer.

4.4. **Change of Address:** As required by 750 ILCS 5/602.10(f)(8), if either party has a change of address, that party shall give the other party at least sixty (60) days prior written notice including the intended date of the change of residence and the address of the new residence. If it is impracticable to give sixty (60) days prior notice, then the party moving shall notify the other party as soon as possible with the intended date of the change of residence and the address of the new residence. The parties understand and shall comply with 750 ILCS 5/609.2.