

PLAINTIFF

V.

DEFENDANT

* IN THE
*
* CIRCUIT COURT
*
* FOR
*
* BALTIMORE CITY
*
* Case No.: _____
*

* * * * *

PARENTING PLAN

I. GENERAL INFORMATION

This Parenting Plan sets forth all of the agreements that _____
and _____ reached concerning their child(ren) during mediation.

1.1 This Parenting Plan is:

- A final parenting plan ordered by the court.
- A temporary parenting plan.

1.2 This parenting plan applies to the following child(ren):

Name(s)

Birth date

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

II. AFFIRMATION

We, _____ and _____ affirm that we are the parents/legal guardians of the above-named child(ren) regardless of our marital status.

2.1 Voluntary Agreement

We enter into this agreement in order to better meet our responsibilities as parents and to safeguard our child(ren)'s future development and well being regardless of any conflicts that we may have. We recognize that the child(ren)'s welfare can best be served by our mutual cooperation as partners in parenting and by each of us providing a home in which our child(ren) are loved, and to which they belong – their mother's home and their father's home.

2.2 Good Faith

We agree that we have developed this parenting plan with the assistance of _____, in good faith and on behalf of the best interest of our child(ren).

2.3 Type of Agreement

We acknowledge that this is a temporary agreement that is binding upon us and enforceable by either of us after it is submitted to the Court for approval and entered as an Order and signed by a Judge.

We acknowledge that this is our final agreement and that it will be binding upon us and enforceable by either of us after it is submitted to the Court for approval and entered as an Order and signed by a Judge.

2.4 Review of Mediation

The parties agree and understand that their mediators, _____ and _____, are neutral third parties and that we are responsible for all decisions reached in this mediation.

III. COMMUNICATION

3.1 Access to Information

Does not apply.

Both parents will have equal access to all information pertaining to the child(ren)'s:

Health care

Education

School events and extra-curricular activities

Other: _____

Each parent will be entitled to duplicate information from either the third party provider or the other parent, if the provider will not provide duplicate information pertaining to the child(ren)'s:

Health care

Education

School events and extra-curricular activities

Other: _____

Each parent may initiate contact with:

Health care providers

Teacher and school personnel

Other: _____

Each parent shall provide any information regarding the child(ren) and/or his/her/their activities to the other parent immediately upon receipt of such information.3.2

Communication between Parents

Does not apply.

Each parent will keep the other informed of a current residential address, mailing address (if different), home and work telephone numbers (or other numbers at which the parent may be reached during the day or at night).

Both parties agree that if either has any knowledge of any illness, accident, incident or other circumstances seriously affecting the health and/or welfare of their child(ren), he/she will promptly notify the other of such circumstances.

All court related and financial discussions shall occur at a time when the child(ren) is/are not present. These discussions shall not occur at times of exchange of the child(ren) or during telephone visits with the child(ren).

The parents shall communicate with each other as follows:

Set schedule as follows: _____

Mother may communicate with Father by Phone Email Written

Father may communicate with Mother by Phone Email Written

3.3 Communication with the Children

Does not apply.

The parent with whom the child(ren) does (do) not reside shall have telephone access with the child(ren) as follows:

Set schedule as follows: _____

Parent may call child(ren) at any time.

Child(ren) may call parent at any time.

IV. RESIDENTIAL SCHEDULE

These provisions set forth where the child(ren) shall reside each day of the year and what contact the child(ren) shall have with each parent.

This parenting plan shall begin on the following date: _____

4.1 Pre-School Schedule

There are no children of preschool age.

Prior to enrollment in school, the child(ren) shall reside with

Mother Father, except for the following days and times when the child(ren) will reside with, or be with, the other parent: _____

4.2 School Schedule

Does not apply.

Upon enrollment in school, the child(ren) shall reside with

Mother Father, except for the following days and times when the child(ren) will reside with or be with the other parent: _____

4.3 Schedule for Holidays

	With Mother (Specify Whether (Odd/Even, Every or Other)	With Father (Specify Whether (Specify Whether Odd/Even, Every or Other)
New Year's Eve		
New Year's Day		
Martin Luther King Day		
President's Day		
Easter		
Memorial Day		
Mother's Day		
July 4 th		

Father's Day		
Labor Day		
Halloween		
Veteran's Day		
Thanksgiving Day		
Christmas Eve		
Christmas Day		
Religious Holidays (as follows):		
Mother's Birthday		
Father's Birthday		
Child's Birthday		
Child's Birthday		
Child's Birthday		

For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times): _____

Holidays which fall on a Friday or a Monday shall include Saturday and Sunday.

4.4 Schedule for Winter Vacation

Does not apply.

The child(ren) shall reside with Mother Father during winter vacation, except for the following days and times when the child(ren) will reside with or be with the other parent:

4.5 Schedule for Spring Vacation

Does not apply.

The child(ren) shall reside with Mother Father during spring vacation, except for the following days and times when the child(ren) will reside with or be with the other parent:

4.6 Schedule for Summer

Does not apply.

Upon completion of the school year, the child(ren) shall reside with

Mother Father, except for the following days and times when the child(ren) will reside with or be with the other parent:

4.7 Vacation with Parents

Does not apply.

The schedule for vacation with the parents is as follows: _____

Each parent is to notify the other of his/her respective vacation plans with the child(ren) as follows: _____

4.8 Priorities under the Residential Schedule

Does not apply.

Neither parent shall schedule activities for the child(ren) during the other parent's scheduled residential time, unless the parents agree in advance to include the activity in the child(ren)'s schedule.

For purposes of this parenting plan the following days have priority: _____

Vacations and holidays shall have priority over the residential schedule.

Other: _____

4.9 Restrictions

Does not apply.

The following restrictions shall apply when the child(ren) spend(s) time with the

Name of Parent/Guardian: _____

Name of Parent/Guardian: _____

4.10 Transportation Arrangements

Does not apply.

Transportation arrangements for the child(ren), other than costs, between parents are as follows: _____

4.11 Changes to Residential Schedule

Does not apply.

Requests to change the residential schedule shall be submitted by the parent requesting the change to the other parent:

In writing

In person

By telephone

Other: _____

Requests shall be made at least:

24 hours in advance

One week in advance

Two weeks in advance

Other: _____

Response to the request shall be made by the parent receiving the request:

In writing

In person

By telephone

Other: _____

Response shall be made within:

24 hours in advance

One week in advance

Two weeks in advance

Other: _____

4.12 Additional Child Care

Does not apply.

The parent requesting the additional care shall first contact the other parent who will have the first right of care for the child but is not obligated for such care as a result of the change of schedule.

The parenting requesting the additional care shall be responsible for any additional child related expenses (for example, day care) incurred by the other parent as a result of the change of schedule.

Other: _____

V. DECISION MAKING

5.1 Day-to-Day Decisions

Each parent shall make his/her own decisions regarding the day-to-day care and control of each child while the child(ren) is/are residing with that parent. (Some day- to-day decisions might involve the treatment of minor health problems, injuries, diet, TV, house rules and discipline.)

Exceptions are as follows: _____

We agree to refrain from doing anything to undermine the other parent’s household rules and instead, we agree to support the other parent’s rules in his/her household by explaining to our child(ren) that they are expected to follow rules in each parent’s household.

5.2 Major Decisions regarding each child shall be made as follows:

	Name of Parent/Guardian	Name of Parent/Guardian	Joint/Together
Education Decisions			
Extra-curricular activities			
Child care			
Associations			
Non-emergency health care			
Mental Health treatment			
Religious upbringing			
Other:			

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5.3 Emergencies

If the child(ren) require(s) emergency care, the parent who is responsible for the child(ren) at that time will immediately arrange for that care and will then notify the other parent immediately thereafter.

VI. FURTHER DISPUTE RESOLUTION

6.1 Dispute Resolution Process

Does not apply.

No dispute resolution process, except court action, shall be ordered because of limiting factors.

Disputes between the parties shall be submitted to (list person or agency):

Counseling by _____

Mediation by _____

Other: _____

6.2 Cost of Dispute Resolution Process

Does not apply.

The cost of this process shall be allocated between the parties as follows:

_____ % mother _____ % father.

based on each party's proportional share of income according to the child support guideline worksheets, if available.

as determined in the dispute resolution process.

6.3 Initiation of Dispute Resolution Process

Does not apply.

The counseling and/or mediation process shall commence by notifying the other party by
 written request certified mail other: _____

6.4 Procedures to be Used

Does not apply.

In the dispute resolution process:

Preference shall be given to carrying out this Parenting Plan.

Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.

A written record shall be prepared of any agreement reached in counseling or mediation and shall be provided to each party.

If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the other parent.

The parties have the right of review of the dispute resolution process to the Circuit Court.

VII. FAIRNESS OF THE AGREEMENT

7.1 Review by Independent Counsel

Does not apply.

The parties agree that each will consult his/her own attorney to review this Agreement. Upon legal review, any recommendation for substantial change or restructuring of this Agreement shall be referred back to mediation.

7.2 Decisions Made are Voluntary

The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose of, and with the intent to, determine and permanently/temporarily settle the issues of custody and visitation relating to the child(ren).

7.3 No Undue Influence

The parties acknowledge that this Agreement is a fair and reasonable agreement and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

VIII. FURTHER ASSURANCES

8.1 Further Assurances

Each of the parties agree to sign such other and further documents and to perform such acts as may be reasonably required to effectuate the purpose of this Agreement.

I (We) declare that this plan has been submitted in good faith.

[Parent Name]

Date

[Parent Name]

Date