

**Child Custody/Access Mediation Program  
Montgomery County Circuit Court  
50 Maryland Ave.  
Rockville, MD 20850  
240-777-9080**

Case # \_\_\_\_\_FL

Plaintiff's name \_\_\_\_\_

Defendant's name \_\_\_\_\_

## **Sample Parenting Agreement Language**

We, Plaintiff\_\_\_\_\_, Mother/Father, and Defendant \_\_\_\_\_, Mother/Father, have reached an agreement on a parenting plan for our child(ren), whose name(s) and dates of birth are:

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We have developed this parenting agreement in good faith and in the best interest of our child(ren).

We understand that this is a draft of our agreement. We agree that it cannot be enforced by either of us until its provisions have been ordered by the Court.

### **A. Physical Custody and Access Where Our Child(ren) Will Live and Spend Time**

#### **1. Physical Custody Options**

- ☐ Physical custody has not been decided at this time.
- ☐ We agree to share physical custody of our child(ren) according to this schedule:

(to be inserted as needed) \_\_\_\_\_

\_\_\_\_\_

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- ☐ We agree that for most of the time, our child(ren) will live with \_\_\_\_\_, except during the times described in the "Access Schedule" section below.

## 2. Access Schedule

We agree that our child(ren) will be in the care of \_\_\_\_\_ as follows:

**Every other weekend.** Beginning \_\_\_\_\_ at \_\_\_\_\_ am/pm and ending \_\_\_\_\_ at \_\_\_\_\_ am/pm.

**Weekdays.**

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**Additional Times.** In addition, we agree that our child(ren) will be in the care of \_\_\_\_\_ at these additional times during the year:

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## 3. Making Sure the Schedule Works Well For Our Child(ren)

- We agree to give each other at least 48 hours notice of any change in the time we will pick up or return our child(ren). However, when an emergency or other situation beyond the parent's control occurs, we agree to contact the other parent immediately.
- We agree to talk with each other directly about making any changes in our child(ren)'s schedule. We will not ask our child(ren) to carry these messages between us.
- We agree to make sure that our child(ren) are ready to go at the agreed-upon times for pickup and return. We will be on time when picking up and returning our child(ren) to the other parent, with a grace period of fifteen minutes before and after these times. We will call ahead if we expect to arrive early or late.

- We will both be respectful of the other parent's time with our child(ren). We agree to make every effort not to schedule activities or appointments for our child(ren) during the other parent's scheduled times, without his/her agreement in advance.
- When one of us knows in advance that we will not be able to take care of our child(ren) for more than one day, we will offer the other parent the chance to provide care during that time. We agree to make arrangements like this as far in advance as possible.
- As much as possible, we agree to make sure that our child(ren)'s regular activities can continue while in our care.
- We agree to support our child(ren)'s interests and activities, such as sports practice and games, medical appointments, dancing and music lessons and recitals, religious activities, school and extra-curricular activities, parties and other social gatherings and club activities, as much as possible. We will both try to attend these activities, whether or not they take place during our scheduled time with our child(ren).

## **B. Legal Custody**

### **Making Decisions In Our Child(ren)'s Best Interest**

#### **1. Legal Custody Options**

- ☐ Legal custody has not been decided at this time.
- ☐ We agree to share legal custody (**joint legal custody**) of our child(ren). We will discuss with each other and agree upon all major issues about our child(ren)'s health, education, religion, and other important matters. When we cannot agree, we will mediate.
- ☐ We agree to share decision-making. However, if we are not able to reach a decision together, the parent with physical custody will make the final decision about our child(ren)'s health, education, religion, recreation and other important matters.
- ☐ We agree that \_\_\_\_\_ will have legal custody (**sole legal custody**) of our child(ren). He/she will make final decisions about our child(ren)'s health, education, religion, recreation and other important matters. In addition, \_\_\_\_\_ agrees to discuss all important matters concerning our child(ren) with the other parent on a regular basis.

#### **2. Sharing Information and Decisions About Our Child(ren)**

##### **Daily Routines**

We agree that each of us can make decisions about our child(ren)'s daily routines when in our care, and we agree to inform the other parent about them. Examples include treatment of minor health problems and injuries, diet, TV watching, house rules, discipline, and bedtime.

### **Education and Daycare**

**School Records.** School information should be sent to both parents. We agree to share information about our child(ren)'s school and/or daycare reports and activities with each other.

**Emergency Contacts.** Both of us should be kept on our child(ren)'s school or daycare emergency contact list. Each of us may sign our child(ren) out of school or daycare for emergencies, as long as we notify the other parent as soon as possible.

**Child(ren)care Coverage When a Child(ren) is Ill.** If our child(ren) is too sick to attend daycare or school, the parent with whom (he/she) wakes up will be responsible for taking (him/her) to the doctor, if necessary, and providing care for (him/her) until (he/she) is scheduled to be in the care of the other parent. If our child(ren) becomes sick or hurt and must leave school or daycare, the parent with whom our child(ren) will spend that night will pick (him/her) up and provide care.

**Extra-curricular Activities.** We agree that neither of us will sign our child(ren) up for any activity that conflicts with the other parent's scheduled times, unless the other parent has agreed to the change in advance. It is important to our child(ren) to participate in extra-curricular activities, and we agree to cooperate with each other to make sure this is possible.

### **Health Care Decisions**

**Emergency Medical Decisions.** We agree that each of us may give permission for emergency surgery or other necessary medical care for our child(ren), when there is not enough time to contact the other parent. When this takes place, we agree to notify the other parent as soon as possible from the hospital or treatment facility. Both of us will follow the procedures required by our child(ren)'s health insurance provider for obtaining emergency medical care.

**Routine Medical Decisions.** We both agree to follow the advice of our child(ren)'s pediatrician or health care provider. We will both be allowed to see and obtain copies of our child(ren)'s medical records. We agree to share information about our child(ren)'s medical treatment and appointments. Each of us will be provided with a copy of our child(ren)'s medical or insurance card.

**Extraordinary Medical Decisions.** We agree to share all extraordinary medical decisions. Decisions to begin, continue, or end medical treatment if our child(ren) is gravely ill or injured, will be made by us after discussion together. But if we are not able to agree, the parent with sole legal custody will make the decision. Or, if

we share joint legal custody and cannot reach an agreement, we agree to mediate.

## **C. Family Communications**

### **1. Talking With Each Other**

**Sharing Contact Information.** We agree to give each other our home, cell and work phone numbers, as well as our home and email addresses. We will return calls or messages from the other parent or from our child(ren) as soon as possible. We both also agree to provide each other with the name, address and phone number of any regular child(ren)care provider.

**Scheduling Conversations.** We agree to discuss important issues concerning our child(ren) with each other on a regular basis. To make this easier, we may set up a regular time to speak. This should be a time when we are both rested, free from interruptions, and can be sure that our child(ren) will not overhear our conversation.

**Off-Limits Topics.** We agree not to discuss our personal or financial situations or any joint parenting decisions that have not yet been made in the presence or within hearing range of our child(ren).

**If There is a Problem.** We agree that either of us may end the discussion when the subject changes from issues involving our child(ren) or when we have a disagreement that we cannot resolve.

### **2. Talking With Our Child(ren)**

**Encouraging Communication.** We agree that our child(ren) will be able to call either of us at any time. We will both encourage open communication between our child(ren) and the other parent. Each of us will also encourage extended family contacts, such as visits, letters and phone calls to and from grandparents and other relatives.

**Disciplining Our Child(ren).** We agree that only our child(ren)'s parents may discipline or punish our child(ren) for misbehavior.

If either of us disagrees with the discipline or punishment used by the other parent, we agree to discuss the issue and to try to work out effective ways to improve our child(ren)'s behavior. We understand that a mediator or child(ren) therapist may be able to help us and our child(ren) if we are not able to agree about this.

**We agree NOT to:**

- Give our child(ren) any messages, either spoken or in writing, to deliver to the other parent.

- Ask our child(ren) to keep secrets from the other parent.
- Question our child(ren) about the other parent's household or friends.
- Encourage our child(ren) to challenge the authority of the other parent, to request a change of custody, or to resist spending scheduled time with the other parent.
- Say anything, by word or gesture, that might reduce our child(ren)'s love, respect or affection for the other parent, nor will we allow friends or relatives to do so.

## D. Holidays and Vacation Options

We understand that holidays may interrupt the regular parenting schedule. But after each holiday, the schedule will continue from the point where it was interrupted.

☐ **We agree to work out individualized holiday and vacation schedules.**

We agree to decide together how to share time with our child(ren) on holidays and other special days, always taking into account our child(ren)'s best interests. We understand that this lack of a formal schedule could cause some problems in the future, but we believe that this will work out best for us, and we both agree to make every effort to make sure that it does.

☐ **We agree to follow holiday and vacation schedules that have been arranged and agreed to in advance.** We agree to share holidays and vacations (such as Spring Break, Independence Day, Thanksgiving, Christmas, New Years, Winter Break, Mother's Day, Father's Day, birthdays, and summer vacations) according to the following schedule:

- **Alternating Schedule:**

1. In even-numbered years, the Mother/Father \_\_\_\_\_ will provide care for our child(ren) from \_\_\_\_\_ on the holidays until \_\_\_\_\_ on the holiday or until \_\_\_\_\_ the following day. In odd numbered years, the other parent will provide care on these holidays during these times.

List the holidays that apply

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2. In each even-numbered year, the Mother/Father \_\_\_\_\_ will provide care for our child(ren) from \_\_\_\_\_ on the holidays until \_\_\_\_\_ on the holiday or until \_\_\_\_\_ the following day. In odd numbered years, the other parent will provide care on these holidays during these times.

List the holidays that apply

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- **Split Schedule:**

1. During these holidays, \_\_\_\_\_ will provide care for our child(ren) from \_\_\_\_\_ on \_\_\_\_\_ until \_\_\_\_\_ on \_\_\_\_\_ and the Mother/father \_\_\_\_\_ will provide care for our child(ren) from \_\_\_\_\_ on \_\_\_\_\_ until \_\_\_\_\_ on \_\_\_\_\_.

List the holidays that apply

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- **Alternating and Split Schedule:**

We have worked out a schedule for sharing these holidays and alternating each year which parent provides care in the early part and who provides care in the latter part.

List the holidays and exchange times that apply

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- **Every Year:**

We have worked out a schedule for one parent to provide care during the following holidays every year, at the times listed.

List the holidays and exchange times that apply

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## Other Holiday and Vacation Options

- ☐ **Spring Break.** In years ending with an even number, our child(ren) will spend the half of spring break encompassing Easter Day with \_\_\_\_\_ and the other half with \_\_\_\_\_. In the years ending with an odd number, our child(ren) will spend this time with \_\_\_\_\_.
- ☐ **Independence Day.** In years ending with an even number, our child(ren) will be in the care of \_\_\_\_\_ on Independence Day, beginning at \_\_\_\_\_ and ending at \_\_\_\_\_. In years ending with an odd number, our child(ren) will spend this time with \_\_\_\_\_.
- ☐ **Thanksgiving.** In years ending with an even number, our child(ren) will be in the care of \_\_\_\_\_ beginning at \_\_\_\_\_ and ending at \_\_\_\_\_. In years ending with an odd number, our child(ren) will spend this time with \_\_\_\_\_.
- ☐ **Christmas.** In years ending with an even number, our child(ren) will be in the care of \_\_\_\_\_ beginning December 24 at \_\_\_\_\_ until Christmas Day at \_\_\_\_\_. Our child(ren) will then be in the care of \_\_\_\_\_ until \_\_\_\_\_. In years ending with an odd number, our child(ren) will spend this time with \_\_\_\_\_.
- ☐ **New Year's.** In years ending with an even number, our child(ren) will be in the care of \_\_\_\_\_ beginning December 31 at \_\_\_\_\_ until New Year's Day at \_\_\_\_\_. Our child(ren) will then be in the care of \_\_\_\_\_ until \_\_\_\_\_. In years ending with an odd number, our child(ren) will spend this time with \_\_\_\_\_.
- ☐ **Winter Break.** In years ending with an even number, our child(ren) will spend the first half of winter break with \_\_\_\_\_ and the second half of winter break with \_\_\_\_\_. In years ending with an odd number, our child(ren) will spend this time with \_\_\_\_\_.
- ☐ **Other Legal Holidays (such as MLK Day, Memorial Day, Labor Day, and other school, national, or religious holidays)**



- ☐ In years ending with an even number, our child(ren) will be in the care of \_\_\_\_\_ beginning at \_\_\_\_\_ and ending at \_\_\_\_\_ In years ending with an odd number, our child(ren) will spend this time with \_\_\_\_\_
- ☐ **Mother's Day**  
Our child(ren) will be in the mother's care every year on Mother's Day from 10 am until 6 pm.
- ☐ **Father's Day.** Our child(ren) will be in the father's care every year on Father's Day from 10 am until 6 pm.
- ☐ **Mother's Birthday.** Our child(ren) will be in the mother's care every year on the mother's birthday for a period of 2 hours.
- ☐ **Father's Birthday.** Our child(ren) will be in the father's care every year on the father's birthday for a period of 2 hours.
- ☐ **Child(ren)'s Birthday.** Our child(ren)'s birthdays will follow the regular parenting schedule. They will be celebrated with each parent at a time when our child(ren) are in that parent's care, or with both us at an agreed time and place. On our child(ren)'s actual birthday, the parent in whose home our child(ren) are NOT staying on that day may spend some time with our child(ren). The specific arrangements for this will be agreed upon by both of us two weeks before our child(ren)'s birthday.

## Vacations

We agree that each of us may have our child(ren) in our care for up to \_\_\_\_\_(consecutive/non-consecutive) weeks of uninterrupted vacation time each (summer/year), according to these arrangements:

- We agree to begin together to work out our child(ren)'s summer and vacation plans, including camps and other activities, no later than \_\_\_\_\_
- We will make final decisions about these plans no later than \_\_\_\_\_
- We will provide each other with travel plans (dates and times, carriers, hotels, and phone numbers) as soon as they become known to the traveling parent.
- The traveling parent will telephone or will have our child(ren) phone the other parent the day of arrival, as well as other times throughout the vacation.

## Additional Vacation Arrangements

If we are not able to agree on the vacation schedule, we agree that the following rules will apply:

The Mother/Father \_\_\_\_\_ may have first choice for the weeks for vacation with the child(ren) in even number years by giving the other

notice by \_\_\_\_\_, and the other parent may have the priority in odd numbered years by giving this notice.

Other arrangements \_\_\_\_\_

\_\_\_\_\_

## **E. Moving Outside the Area**

If one of us is thinking about moving far enough away that our current parenting schedule would be difficult or impossible to maintain, that parent will notify the other parent well in advance, but at least 45 days before the move is expected to take place.

We agree to consider changing our parenting agreement, so that each of us may continue spending time with our child(ren) and participating in parenting decisions.

We agree that any new parenting schedule will support and maintain our relationships with our child(ren), and so we agree to use a trusted person, family counselor or mediator to help us to change our parenting agreement to meet our new needs.

## **F. Follow-up Mediation Help**

If, within one year of the date of our child(ren) custody/access order, a dispute arises concerning your parenting issues, we may attend a follow-up mediation through the Court's Custody/Access Mediation Program, under these conditions:

- Both of us are willing to mediate.
- There is a mediator available.
- Follow-up mediation was discussed in our original mediation sessions and included in our court-ordered parenting plan.

If these conditions are met, we understand that we may attend mediation conducted and scheduled by a Court mediator at no charge. We understand that the availability of follow-up mediation is in the sole discretion of the Lead Chief Custody/Access Mediator.

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Date