\* IN THE

Plaintiff \* CIRCUIT COURT

-vs- \* FOR

\* ANNE ARUNDEL COUNTY

Defendant

\* Case Number:

\*

\* \* \* \* \* \* \* \* \* \* \* \* \*

PARENTING PLAN

This Parenting Plan is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called Mother) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called Father), this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ and is our parenting plan for our child(ren):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, born on \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, born on \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, born on \_\_\_\_\_\_\_\_\_\_\_\_\_\_

* We believe this plan is in the best interest of our child(ren).
* We love our child(ren) and that love is reflected by our commitment to co-parent under the provisions of this Plan which will allow our child(ren) to grow and thrive with us.
* We agree it is important to our child(ren) for each of us to participate in the care, rearing and nurturing of our child(ren) and we encourage each other to be involved in the care of and responsibilities for our child(ren).
* We agree to inform each other of our child(ren)’s whereabouts and how to contact our child(ren) and to permit our child(ren) to contact each of us and to permit each other to or the other parent to contact our child(ren).
* We agree to keep each other informed regarding the welfare and circumstances of our child(ren) and to permit and encourage communication by each other with school teachers and officials, doctors and other professionals involved with our child(ren).
* We recognize that negative comments about each other can hurt our child(ren) because our child(ren) loves us.
* We recognize our child(ren)’s needs and developmental stages will change as our child(ren) grows older and our goal is to be flexible to meet our child(ren)’s changing emotional needs, development and best interests.

We agree to the following custody plan:

1. Our children shall be in our joint physical custody.

2. Our child(ren) shall be in our joint legal custody. All significant decisions concerning our child(ren), including but not limited to their education, religious training, medical care and other activities shall be made jointly by us and not by either to the exclusion of the other.

3. In the event that the we disagree on a significant decision concerning our child(ren), we will use the following dispute resolution agenda:

a. We will clearly identify the issue of disagreement.

b. We will use good faith and reasonable efforts to persuade each other of the correctness of our respective positions.

c. If disagreement persists, we will identify an expert in the field of disagreement to assist us in resolving our differences.

d. If after consulting with the expert disagreement persists, we will agree on an individual known to both of us who will act as a mediator to assist us in resolving our dispute.

e. Should disagreement persist, we will employ the services of a professional mediator we jointly select. If we cannot agree, the mediator shall be chosen by our legal counsel. The cost of the mediation shall be divided equally.

f. Finally, if disagreement persists, both of us reserve the right to litigate the issue before the appropriate court.

3. During the school year, our child(ren) shall be in the care of their Mother from: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Our child(ren) shall be in the care of their Father from: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. During non-school months in the summer, the same schedule shall be maintained. If either of us moves causing our child(ren) to change schools, this schedule will be renegotiated.

4. Our child(ren) shall spend Father’s Day and Father’s birthday with their Father each and every year and Mother’s day and Mother’s birthday with their Mother each and every year.

5. Mother shall have the children with her for the children’s birthdays in odd-numbered years and Father shall have the children with him for the children’s birthdays in even-numbered years. It is the intention of the parties that each parent shall be invited to each child’s birthday party.

6. The major holidays shall be celebrated as follows:

**HOLIDAYS ODD YEARS EVEN YEARS**

New Years Eve/Day\* Mother Father

Easter\*\* Mother Father

Thanksgiving\*\*\* Mother Father

Christmas 1 \*\*\*\* Father Mother

Christmas 2 \*\*\*\*\* Mother Father

\* The holiday is defined as December 31 at 6:00 p.m. through January 1 at 6:00 p.m.

\*\* The holiday is defined as the Saturday immediately preceding Easter at 10:00 a.m. through Easter Sunday at 7:00 p.m.

\*\*\* The holiday is defined as the Wednesday immediately preceding Thanksgiving at 6:00 p.m. through the Friday immediately after Thanksgiving at 7:30 a.m.

\*\*\*\* Christmas (1) is defined as December 24 at 2:00 p.m. through December 25 at 2:00 p.m.

\*\*\*\*\* Christmas (2) is defined as December 25 at 2:00 p.m. through December 26 at 2:00 p.m.

Except as specifically provided herein, all other holidays and special days shall be celebrated in the ordinary course without change in schedule.

7. If the holiday falls on a day which is contiguous with a parent’s week, the week shall be extended through the day of the holiday to 7:00 p.m. except that the Independence Day holiday shall conclude at the termination of the fireworks display. Except as otherwise provided herein, holidays shall be celebrated from 9:00 a.m. to 7:00 p.m.

8. Each us may have our child(ren) with us during the year, not necessarily during the summer, for two non-consecutive, one-week periods. “Week” is defined as seven consecutive days from Saturday at 10:00 a.m. through the following Saturday at 10:00 p.m. unless we otherwise agree. Each of us shall provide the other with not less than 30 days advance notice prior to each one-week period. In the event of a conflict between us as to chosen vacation times, the parent first notifying the other in writing shall have priority of choice.

9. Transportation to all periods of physical custody shall be provided by the parent with whom the children are then going to stay. 10. Each Party shall have reasonable phone contact with our child(ren) when our child(ren) are in the custody of the other party.

11. We will notify each other in the event of any hospital admission of our children prior to any such admission in non-emergency situations and upon admission in an emergency situation.

12. We are both entitled to receive and review all medical, educational and health-related records and shall notify each other in advance of all regularly scheduled doctor visits. “Doctor visits” shall include but shall not be limited to physicians, psychiatrist, psychologists and licensed certified social workers.

13. Both of us shall be listed as contact persons with our child(ren)’s school in the event that either is unable or unavailable to pick up our child(ren) from school in the event of illness or emergency.

**FUTURE MEDIATION:** In the event we are unable to resolve a major dispute or a change in circumstances regarding the terms of this Parenting Plan or our tasks and duties as parents, we both agree to return to mediation to modify this plan before bringing a Court action.

This agreement shall be held by the mediator for ten (10) business days to allow us to consult with counsel. If neither of us, nor our attorneys have objected by the end of the ten (10) business days, the mediator shall submit this signed, original agreement to the Court for entry as an Order.

THIS AGREEMENT IS NOT BINDING ON OR ENFORCEABLE BY EITHER OF US UNTIL IT IS SUBMITTED TO THE COURT FOR APPROVAL AND ENTERED AS AN ORDER, SIGNED AND DATED BY A JUDGE.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mother Father

Mediator: DAVID A. SIMISON