

_____ County

In the Matter(s) of: _____

DOB(s): _____

Memorandum of Agreement

AS INDICATED BY THEIR SIGNATURES BELOW – AND WITH THE UNDERSTANDING THAT THIS DOCUMENT IS NOT TO BE OFFERED AS EVIDENCE AT ADJUDICATION, AND THAT THE SAME IS ENTERED INTO WITHOUT PREJUDICE – THE PARTIES AGREE THAT:

I. RIGHTS

For purposes of this Memorandum of Agreement, all defenses that could be made by all parties are preserved. In order to protect the rights of all parties, this Memorandum of Agreement does NOT serve to waive any standard objections by law. Any agreement by a parent to accept and participate in these services shall not be deemed by any Court to be an admission that the agreed upon services are either necessary or are a pre-requisite to reunification at a subsequent date.

II. ATTORNEYS have been provisionally appointed to represent the parents in this matter. At the first court hearing, the Court will advise the parents of their right to representation and whether the parents qualify for court-appointed attorneys. If they do not qualify, the provisionally appointed attorneys will be released.

III. PARENTS

The mother **has/has not** been served with the summons and a copy of the petition and **was/was not** present. (The whereabouts of the mother are unknown at this time; however, if she is located and wishes to have a Child Planning Conference, the Juvenile Court Coordinator/Case Manager will schedule a conference at the request of the mother’s attorney.)

The father **has/has not** been served with the summons and a copy of the petition and **was/was not** present. (The whereabouts of the father are unknown at this time; however, if he is located and wishes to have a Child Planning Conference, the Juvenile Court Coordinator/Case Manager will schedule a conference at the request of the father’s attorney.)

Inquiries have been made as to the identity and location of any missing parent, and the following efforts have been made to locate and serve any missing parent:

IV. PLACEMENT

Inquiries have been made as to whether the child(ren) can be safely returned to the home of the parent(s) and whether placement in the home of the parent(s) is contrary to the child(ren)'s best interests. Placement in the home of the **mother/father is/is not** currently in the child(ren)'s best interests.

Inquiries have been made as to: (1) whether a relative of the child(ren) is willing and able to provide proper care and supervision of the child(ren) in a safe home and (2) whether placement with such a relative would be in the child(ren)'s best interests.

The following relatives have been considered for placement: [FOR EACH RELATIVE, LIST NAME, RELATIONSHIP TO CHILD(REN), CONTACT INFORMATION, AND RESULTS OF PLACEMENT ASSESSMENT]

Placement in the home of a relative **is/is not** currently in the child(ren)'s best interests.

The following relatives will be considered for future placement: [FOR EACH RELATIVE, LIST NAME, RELATIONSHIP TO CHILD(REN), AND CONTACT INFORMATION]

V. CONTINUED NONSECURE CUSTODY AND AUTHORITY

Pending further hearings, non-secure custody of the minor child(ren) will continue with the _____ County Department of Social Services, with placement in the discretion of the Department.

The _____ County Department of Social Services has the authority to arrange, provide, and/or consent to any medical treatment, psychiatric treatment, psychological service, educational needs, or any other remedial evaluations required by the child(ren), and the Department of Social Services has the authority to request and to obtain any medical, mental health, and educational records pertaining to the child(ren).

VI. SERVICES FOR THE PARENTS

Prior to the next court hearing, the parties agree to begin and/or complete the following:

A. Services for the MOTHER of the child(ren):

B. Services for the FATHER of the child(ren):

C. Services for OTHER (SPECIFY WHOM):

VII. SERVICES FOR THE CHILD(REN)

Prior to the next court hearing, the parties agree to begin and/or complete the following:

A. MOTHER agrees to:

B. FATHER agrees to:

C. OTHER agrees to (specify whom):

VIII. VISITATION

Visits between the child(ren) and the **mother/father** are to be **supervised/unsupervised** at this time and shall begin on _____, _____, 20__ and continue _____ times per **week/month**.

The visits will take place at the _____ County Department of Social Services or at _____.

The **mother/father is/is not** allowed reasonable telephone contact with the child(ren), to occur at reasonable times and at reasonable intervals. The telephone contact is subject to the following limitations:

X. FUTURE COURT DATE(S)

The next hearing in this matter will take place on _____, _____, 20__ at 9:30 A.M. in the _____ County Courthouse. The purpose of that hearing will be _____.