

**Sample Parenting Agreement Between Mother and Father  
Who Are Both Biological Parents**

\_\_\_\_\_ (mother) and \_\_\_\_\_ (father), desiring individually and cooperatively to bring forth and love a child within the context of a loving and diverse community and according to the values they hold in relation to spiritual, cultural, and political matters, hereby enter into the following agreement. It is the mother and father's intention to share in the physical, emotional, and financial support of the child. The process that led to this agreement has been a considered and conscious one.

A. Child's Residence

1. We intend for the child to have a strong emotional bond with both parents. The child shall reside with the mother and father as stated below, with the goal of fostering a strong relationship with both parents. The mother and father both acknowledge that each has a strong commitment to the child being reared in with the help of other adults, and furthermore, both parents intend to foster and support these extended community relationships with the child.

2. General principles:

a. Residence: The child shall reside with the father 2/7 time and the mother 5/7 time, beginning no later than age 2, except that the time for beginning this arrangement is subject to the mother's ultimate decision-making authority as to when the child is ready for such an arrangement. The mother and father agree that the father's 2/7 time shall generally mean at least two time periods a week of approximately 24 hours each. If the child is not residing with the father 2/7 time by age 2, and if the mother and father disagree about when the 2/7 time with the father should occur, the disagreement shall be resolved by the procedure for conflict resolution specified under section F.2.a of this agreement.

b. Flexibility and cooperation: Both parents will make their best effort to coordinate with and accommodate and coordinate with each other's schedules. Both parents agree that it may be necessary to be flexible with the physical custody schedule and arrangements to accommodate the child's needs, special events, family emergencies,

holidays, and vacations. Both parents agree to discuss the celebration of the child's birthday, parents' birthdays, religious and other holidays, and vacations in a timely manner.

3. Prior to age 2: During the first month of his or her life, the child shall live with the mother, and the father may visit the baby daily at the mother's home at a mutually acceptable time. Recognizing that the mother will be making a major adjustment during that time period, the father agrees to be flexible and sensitive to the needs of the mother and the baby as to the timing and length of his visits. During the rest of the nursing period, which could last until age 2, both parents agree that it would be preferable that the father have the child at his home as soon as it is deemed healthy for the child and at times when it will not interfere with the child's nursing schedule.

#### B. Cooperation in Decision Making

1. Birth to age 7: Both parents agree that during the first 7 years of the child's life, all decisions regarding the child are subject to the mother's final decision-making authority, except as specified in section A.2.a above regarding the child's 2/7 time residence with the father by age 2, and section C.2 below (regarding relocation). Except in the event of a medical emergency, both parents agree to cooperate in making decisions about topics including, but not limited to, the child's health care, child care, and education. To achieve this cooperation, both parents agree to consult with each other and treat each other with respect. In the event of disagreement, the mother has the obligation to hear the father's views and to consider them in making a final decision.

2. After age 7: Both parents will make decisions regarding health care, child care, and education by consensus. If a decision cannot be reached, both parents will utilize their procedures for resolving conflict set forth in section F below.

3. Consistency in child-rearing practices: Both parents agree that their child-rearing practices and everyday routines will be consistent with each other and will be discussed on an ongoing basis. These practices include, but are not limited to, diet, bedtime, television, and setting appropriate limits on the child's behavior.

4. Religion: Both parents acknowledge the fundamental importance of Judaism in their lives and wish to impart to their child the ethical, cultural, and spiritual values of Judaism. They are also committed to including other traditions in their cultural

celebrations. They each intend to teach their child to understand and respect all religions and cultures.

#### C. Proximity of Parents' Households

1. Goal of physical proximity: Both parents agree that it would be best if they are able to reside near each other in order to easily transfer the child between households and to facilitate their face-to-face contact and communication. Both parents shall make their best effort to reside no farther apart than approximately one hour by car.

2. Relocation: If either parent intends to move from the city of San Francisco, both parents shall meet as far in advance of the move as possible and attempt to arrange a plan for the child's residence that maintains the agreed-upon time-sharing to the maximum feasible extent. The goal will remain a time-sharing arrangement comparable to 2/7 and 5/7, and every effort will be made by both parents to achieve it. In the event that time cannot be shared as previously set forth and a mutually agreeable plan cannot be arranged, the mother and father will utilize their procedures for conflict resolution set forth in Section F. below.

#### D. Financial Matters

1. Day-to-day expenses: The mother and father shall be individually responsible for food, clothing, toys, entertainment, and other day-to-day expenses incurred while the child is living at their respective residences. Both parents acknowledge that the greater day-to-day expenses will be incurred by the mother, as the child will reside with her 5/7 of the time. Both parents will make their best effort to create and maintain equitable environments for the child at their respective homes, including but not limited to the child's belongings, clothing, toys, and other play equipment.

2. Specific large costs: The father will pay 67% and the mother will pay 33% of the uninsured costs for prenatal care and birth care, child care, education, medical care (including insurance premiums and out-of-pocket expenses), dental care, and extracurricular activities (camp, lessons, etc.) until the child completes his or her undergraduate studies or reaches age 25, whichever is sooner. Both parents agree to notify each other promptly of significant changes in their income that might affect their ability to comply with the 2:1 ratio. In the event of such a change, both parents agree to meet and discuss whether to alter the ratio. Out-of-pocket medical costs will include, but

are not limited to, noncovered alternative health care, dental, orthodontics, deductibles, and copayments.

3. Medical insurance: The child will have continuous medical insurance from birth until he or she has completed undergraduate studies or reached age 25, whichever is sooner. The child will be covered by whichever parent's medical insurance offers the most comprehensive and least costly coverage for the child. Coverage may be provided for the child under both parents' medical insurance if such coverage is complimentary.

4. Life insurance: Both parents agree to provide funds for the care of the child in the event that one or both of them should die. The father will name the child as sole beneficiary for an existing life insurance policy in the amount of \$\_\_\_\_\_, and agrees to maintain that coverage in effect, or obtain equivalent life insurance coverage to be effective until the child reaches age 25. The mother will not purchase life insurance but instead will name the child in her will as heir, to wit: (1) all her devisable assets remaining after payment of taxes and other valid claims against her estate, if the value of such remaining devisable assets is less than \$\_\_\_\_\_ or (2) a portion of her devisable assets remaining after payment of taxes and valid claims against her estate at least equivalent to \$\_\_\_\_\_, if the value of such remaining devisable assets is greater than \$\_\_\_\_\_.

5. Income tax benefits: Both parents will split income tax benefits related to child care expenses according to the actual financial contributions of each parent. Other tax deductions and credits will be taken by the parent who will accrue the largest financial benefit.

6. Disability insurance: The father will continue to maintain in effect a policy of disability insurance, or equivalent disability insurance coverage, which is in effect at the time he signs this agreement. Upon the birth of the child, the mother will purchase and maintain in effect disability insurance for herself.

7. Higher education: Both parents agree that it is their intention that the child receive a college education. Each parent agrees to contribute to the cost of this education. A college fund will be established with gifts and may be maintained by regular monthly or annual contributions by each parent. Both parents will confer annually to determine the amount of their contributions.

8. Mother's lost income: The father will pay the mother for 50% of her lost income due to her inability to work during pregnancy and after the birth of the child. It is the mother's intention to resume her normal work schedule gradually during the first year, as her physical and emotional health and the needs of the baby permit. The father's obligation under this paragraph will be limited in duration to one year and in amount to \$30,000. The father shall pay up to \$15,000 of this amount in monthly installments to the mother during the first six months of the period in which she is unable to work, and up to \$15,000 of this amount in monthly installments to her during the second six months of the period in which she is unable to work. The father's payments to the mother under this paragraph shall be due on the first of each month.

#### E. Death and Disability

Prior to the birth of the child, both parents promise to make a written and properly signed, witnessed, and notarized will that sets forth guardianship and other arrangements for the child in the event of their deaths.

At this time, neither the mother or father is in a committed long-term relationship with a life partner. Both of them want to make such a relationship in the future. When such relationships occur, the partner and the child may form a significant attachment. Recognizing that these attachments may be very important, both parents agree that they will meet periodically and review the statements of arrangements in this agreement for the disposition of care and custody of the child if either parent should die before the child reaches the age of majority. It is the intent of both parents that if either of them has a long-term life partner who develops a significant relationship with the child prior to the parent's death, that the surviving partner should be assured a significant continuing role in the child's life. Both parents further agree that they are committed to honoring the child's established relationships with persons other than themselves, and that this commitment extends beyond the lifetime of either parent, if either parent should die before the child reaches the age of majority.

#### F. Conflict Resolution

1. General principles: The mother and father intend to resolve all conflicts that might arise between them without resort to courts.

2. Procedure for resolving conflicts:

a. Meeting. If a conflict arises in which both parents cannot reach a consensus, upon the request of either the mother or the father, they together will convene a discussion group consisting of one friend of the mother's choosing, one friend of the father's choosing, and a third person both parents agree to include.

b. Counseling and/or Mediation. If the meeting described in the previous paragraph does not resolve the conflict, and the issue is outside the scope of the mother's final decision-making authority, both parents agree that they shall meet with a mutually acceptable professional counselor and/or mediator. The cost of the session or sessions with the mediator shall be shared equally.

c. Binding Mediation. If the dispute is not resolved by the means stated in paragraphs a and b above, both parents agree that they shall submit the dispute to binding mediation by a mutually acceptable mediator. The cost of the session or sessions with the mediator shall be shared equally.

d. Binding Arbitration. If a dispute involving the child or this agreement cannot be resolved by discussion, counseling mediation, both parents acknowledge that each of them has the option to seek to resolve the dispute by obtaining the agreement of the other person to binding arbitration. This paragraph shall not be construed to impose any obligation on either parent to submit to such arbitration.

#### G. Review and Amendment of This Agreement

Proposed Changes. If either parent would like to consider a clarification of, or change to, the terms of this agreement, both parents shall meet together and attempt to reach agreement on any such proposed change.

Amendment. The agreement may only be amended by mutual written consent between both parents.

#### H. Miscellaneous Provisions

1. Multiple originals. This agreement shall be signed in four counterparts, each of which is an original of this agreement. The parents will retain one original each; the other two originals will each be held by a person known to both parents.

2. Governing law. This agreement is made in the state of \_\_\_\_\_. It is the parents' intent that all questions regarding the interpretation, performance, validity, and

legal effect of this agreement shall be determined by the laws of the state of \_\_\_\_\_, regardless of the actual location or residence of either parent now or at any later time.

3. Effectiveness. This agreement shall remain in effect until voided in writing by both parents or until the child reaches the age at which all terms of this agreement no longer apply or control.

4. Severability. If any clause of this agreement is determined to be unenforceable, those clauses shall be severable, while the other provisions of this agreement shall remain in effect.

Each of us has read this agreement. Each of us understands and agrees to all of its terms.

\_\_\_\_\_  
mother                      date

\_\_\_\_\_  
father date