



Shared Parenting Agreement

SAMPLE

We, _____ and _____, the parents of
(Mother's first and last name) (Father's first and last name)
_____, enter into this Shared Parenting Agreement
(full name(s) of child(ren))

in order to better meet our parental responsibilities and to safeguard our child(ren)'s future development. We both recognize that our child(ren) wish to love and respect both of us, regardless of our marital status or our place of residence, and that the welfare of our child(ren) can best be served by our mutual cooperation as parents in shared parenting, and by each of us providing a home in which they are loved and to which they belong. We also jointly recognize that court proceedings regarding child(ren) and custody and access matters can be detrimental to child(ren), and we therefore have decided to resolve these questions ourselves, using this Shared Parenting Agreement. Finally, we have chosen to avoid the traditional terminology surrounding divorce and child(ren) by using terms that more accurately describe the reorganization of our former family to new homes or dual households. Accordingly, we wish to instruct our respective attorneys, if necessary, to inform any courts involved in our dissolution that our desires are as follows, regarding the custody and upbringing of our child(ren).

1. Children: We hereby accept and identify the parentage, and agree to the surname of the below named child(ren) applicable to this Shared Parenting Agreement as follows:

Full Name	Date of Birth	SSN
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Terminology: In order to reaffirm our commitment of raising our child(ren) in a dual-household status, we choose to use the terms "live with mother" and "live with father" in describing our arrangement, rather than in terms of custody/primary and non-custodial/access as may be defined in other legal documents.

3. Responsibility: We acknowledge and agree that nurturing, guiding and providing for _____ is our joint parental duty.

(full name(s) of child(ren))

As parents, we both recognize that each of our contributions toward our child(ren)'s well-being is genuine. We further agree to cooperate with one another in to establish mutually acceptable standards for the development, education, health, and discipline of our child(ren); to share in major decision-making events which may include but is not limited to medical, dental, and psychological treatment, grade and special program placement, change of schools, and legal issues; to acknowledge that day-to-day decisions for the child(ren) will be the responsibility of the parent in residence; and to respect any differences we have in our parenting techniques and reasonably attempt to reconcile those differences in the best interests of our child(ren).

4. Residence: It is agreed our child(ren) _____
 will live with their _____ commencing _____ through the following _____
 of each _____. The child(ren) will live with their _____ commencing _____
 through the following _____. During the summer vacation, the child(ren) will live with
 their _____ during the period _____, and with their _____
 during the period _____.

(full name(s) of child(ren))

(mother/father)

(day/week/month)

(day/week/month)

(period)

(mother/father)

(day/week/month)

(day/week/month)

(mother/father)

(dates)

(mother/father)

(dates)

This schedule will continue throughout this year, unless the normal childhood development becomes impaired by the arrangement, in which case we will review and reassess the arrangement. Changes in scheduled living periods at either home will require appropriate substitutions of times of equal length, subject to mutual approval. If an acceptable substitute is not found, the parent unable to be home with the child(ren) will permit the other parent to have first opportunity to watch the child(ren) before hiring a sitter or making arrangements with other relatives or friends to care for the child(ren) during the period of their responsibility.

It will be the responsibility of the _____ to provide or coordinate _____
 transportation from the home of the _____ for "pick-up"/ "drop-off" of the child(ren)
 and the responsibility of the _____ to provide or coordinate return "pick-up"/
 "drop-off" transportation from the home of the _____ to that of the _____.

(mother/father)

(daily, weekly, etc.)

(mother/father)

(mother/father)

(mother/father)

(mother/father)

5. Access & Communications: We expressly agree that except in the event of illness, injury, or other form of emergency, we will not deny our child(ren) access to the other parent during their scheduled period as a form of punishment or acceptance of the child(ren)'s preference to cancel. Moreover, neither parent will schedule activities which conflict with the other parents time with the child(ren), however, if one parent has plans for the child(ren) that are conflicting, we hereby consent to arrive at an agreeable resolution.

Failure by either parent to provide reasonable notification, observe scheduled periods of access (monitored transfer or supervised visitation), or other circumstance within the control of the resident parent to reasonably affect compliance of due and appropriate access, shall agree to compensate the parent denied of such access with a factor of two (2) hours additional access for every one (1) hour lost. Fractional periods shall be round up by the half hour. Such additional periods shall be arranged and conducted within six (6) weeks of the infraction, and may be pooled if to the agreement of both parents.

Each parent shall allow the child(ren) to spend liberal time with both maternal and paternal grandparents, and other extended family members, during the period of access when such parent is responsible for their care; or we may agree to a separate periods of a day or more a month when the child(ren) are in the primary care of the grandparent(s).

In the event we should require access services in the form of monitored transfer or supervised visitation, the _____ shall present the child(ren) at a time and place specified by
(mother/father)
by the court, or other authorized agent, for the purpose of conducting such supervised visitation or monitored transfer (access) with _____ as may be ordered.
(mother/father)

It is further agreed the child(ren) will be presented in a neat, clean manner and properly fed (unless requested otherwise) before conducting a child transfer or arriving for access services.

If events beyond the control of either the mother or father should cause a delay or need to cancel the scheduled access, the one shall inform the other via _____, and
(work/home telephone, email, etc.)
shall notify the other parent and/or service provider of the reason. Each parent agrees to display a calendar of the access schedule in a convenient location and in a manner understandable to the child(ren) to interpret.

Additional to physical interaction, other methods of access shall be allowed between parent and child(ren) including, but not limited to, telephone contact, electronic (e-mail) and postal deliveries, Internet, and other conventional forms of communicative expression. Such access shall be liberal and frequent but may not supplant nor substitute for physical access, but is restricted to a reasonable period and time hereby determined to be not later than _____ p.m.
(time)
preceding a scheduled school day and not later than _____ p.m. on weekends and holidays.
(time)

We each agree to respect our child(ren)'s right to privacy, and shall not spy on the child(ren) or other parent in the exchange of phone calls, e-mails, postal letters, or otherwise interfere with personal communications. Packages, cards, gifts and other items shall be delivered unopened to the child(ren) as addressed, and for the purpose to which it was made, (i.e. Christmas, birthday, graduation) or other celebratory occasion as may be specified by the giving parent.

To all of which, we further expressly agree to review and renegotiate in good faith, any and all modifications to the shared parenting access schedules in concert with the changing ages of our child(ren), and as other important circumstances may occur.

6. Holidays: We both agree that the child(ren) will spend holidays and vacations, as detailed in the Holiday/Vacation Schedule (Attachment A), beginning _____ with the _____
(month/year)
 _____ this year and the _____ next year beginning the same month of the year.
(mother/father) (mother/father)

We further agree, excluding any emergency or other unusual circumstance, that for this year _____, will live with _____; and the first half of the next _____
(name(s) of child(ren)) (mother/father) (summer, winter etc.)
 vacation commencing _____ through _____. The next and subsequent years will alternate the Vacation and Holiday Schedule in a mirror of the preceding year with each parent. All vacation and holiday periods may be proposed for negotiation between the parents, but shall not require either parent to change the agreed annual Holiday/Vacation Schedule. Each parent shall inform the other if an extended vacation is planned of three days or more out of the immediate area (greater than 100 miles) of the parent's residence, and shall provide the destination, purpose, and emergency contact information to the other parent prior to departure.

7. Records and Information: We agree each parent shall be accorded equal access to all medical and educational records, documents, images, and formats; and shall provide written authorization of full access to the other parent, as may be required by the person, agency or institution maintaining any counseling, treatment, or other such records and files. Information concerning minor medical or emergency medical procedures will be shared as soon as possible with the other parent. Each parent will communicate with the other information about the child(ren)'s extra-curricular activities. This will include a schedule and the name and phone number of the activity leader if available. Information concerning the child(ren)'s school data will be transferred between the parents. This may include, but is not limited to, report cards, progress reports, homework, information concerning school pictures, school programs in which the child(ren) participate, and parent related activities (parent-teacher conferences, back to school night, class orientation, etc.).

In the exercise of our responsibilities as parents, we agree to meet jointly with physicians, educators, psychologists, law enforcement authorities, or other professionals as needed to work toward resolution of any health, custody or child behavior problem. This provision does not preclude either parent from meeting separately with such professionals, but each will inform the other of such meetings in advance whenever possible, and as soon as possible.

8. Parental Support: We each agree to contribute an appropriate amount of time and effort on a daily basis toward our child(ren)'s care and well-being. In our shared parental support, we shall further strive to minimize the emotional, physical and economic distress of the family break-up upon the child(ren); apply compassion, guidance and responsibility of choices and their consequences; and help the child(ren) cope and relate to changes in the family status. We agree that our child(ren) is entitled to share a real home with each parent, and that neither shall be limited only to "visitation" with the child(ren). In providing responsible parental support, we shall each create a home that may hold and retain some of the child(ren)'s favorite furniture, clothes, personal care items, games, books, and other items important to the child.

We each agree to ensure our child(ren) are appropriately fed, cleaned and attired; that the child(ren) is both physically and emotionally prepared for spending time with the other parent; and available at the time agreed upon before returning them home to the other parent.

9. Financial Support: In meeting the obligations of our financial child support, _____ (mother/father) agrees to pay \$ _____ per month, per child in the form of _____ in the (dollar amount) (child support, alimony, etc.) manner and time the court may approve or prescribe on or before the _____ of each month. (day)

Either parent may additionally contribute funds on behalf of any child(ren) to a separate, restricted college, medical, savings, and/or other special account or investment without requiring the consent, matching contribution, or offset in ordered financial support.

During the summer months, there shall be no reduction in the contribution amount if the child(ren) should live with the parent making financial support payments. However, the parent accepting said payments during the child(ren)'s extended period of absence shall bank the payments to fund "back to school" and other extraordinary expenses as may be incurred on behalf of the child(ren), and agrees to give provide a written, simplified accounting of such extraordinary expenses within forty-five (45) days of the written date of request.

We agree to make a joint review of our child(ren)'s actual annual expenses not less than once every 18 months for the previous period, and to make reasonable projections of expenses for the next forecast period. Each parent agrees to maintain an accurate record and provide a copy of same with receipts, statements, and other written documentation to facilitate periodic reviews of appropriate financial child support payments, and any necessary amendments to an order for support.

10. Medical and Dental: Each parent will maintain the child(ren) on their medical insurance policy, of which it is further agreed that _____ will carry _____ amount of the (mother/father) (\$Dollars/Percent %) child(ren)'s medical/health insurance, and pay _____ of the _____ premium. (\$ or %) (monthly, annual, etc.)

The _____ agrees to pay the first _____ of health/medical costs over and (mother/father) (\$ or %) beyond the covered amount of the insurance policy, or as may otherwise be covered under a secondary policy. The cost for basic dental care will be the responsibility of the _____, (mother/father) and the cost of _____ will be the (vision care, supplemental health, etc.) responsibility of the _____. (mother/father) Additional expenses incurred as a result of emergency

or pre-approved medical or dental treatments, and not covered by either insurance plan, shall be equally shared by both parents, including deductibles, appliances, medications, and other associated expenses.

We agree that cosmetic or other elective medical procedures, including orthodontia, are specifically excluded from the direct financial responsibility of the parent paying health/medical/dental costs, unless such procedures and financial responsibilities are previously agreed to in writing by both parents. Except in emergency circumstances, we further agree that the scheduling of appointments and provision of transportation to and from medical and dental appointments will be the responsibility of the parent in residence.

We expressly agree that although the parent in residence has final responsibility in making day-to-day medical decisions, the other parent is to be involved in all important discussions and decisions with medical or other emergency response personnel, and shall be consulted and advised about major illnesses and injuries concerning any child of the family.

11. Childcare: The day-care expenses incurred for childcare during normal working hours of the _____ will be shared in the manner where _____ will pay _____, and _____
(mother/father) (mother/father) (\$ or %) (mother/father)
 will contribute the residual _____ amount. Evening or weekend babysitting, and other child
(\$ or %)
 Watching expenses incurred outside of scheduled working hours of the resident parent are specifically excluded, and the sole responsibility of the parent contracting for same.

12. Basic and Higher Education: We both agree that _____
(child(ren)'s name(s))
 will remain in their current school(s), and/or child-care arrangements for the remainder of the calendar or school year as may be appropriate, emergency situations notwithstanding. School tuition costs will be shared whereby the _____ will bear _____ responsibility of the
(mother/father) (\$ or %)
 total annual cost, and _____ in like manner will be the responsibility of the _____.
(\$ or %) (mother/father)

We agree to attend teacher conferences on a rotating basis, to be active in school events as our schedules permit, and that we both will have full access to information and records regarding our child(ren)'s progress. We will provide for educational guidance and encourage our child(ren)'s pursuit of higher education, as may be of interest and appropriate to their plans, and our ability for financial assistance. We further agree to collaborate and assist our child(ren) in their future choice of college, vocation, or service as they may select.

13. Holiday, Academic, and Social Activities: Extended summer or holiday activities will be the responsibility of the parent scheduled for the period of access, and will be undertaken at their sole expense, unless otherwise previously agreed in writing between both parents.

School, social, sporting and other activities anticipated during the school-year include:

We agree to the initiation/continuance of these activities and will share the responsibility for transportation, costs, and supervision in the following manner:

Child(ren)	Activity
Supervision ☐ Mother ☐ Father	Cost: Father \$ _____ Cost Mother: \$ _____
Transportation Mother: ☐ Monday ☐ Tuesday ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun	
Transportation Father: ☐ Monday ☐ Tuesday ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun	
Supervision ☐ Mother ☐ Father	Cost: Father \$ _____ Cost Mother: \$ _____
Transportation Mother: ☐ Monday ☐ Tuesday ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun	
Transportation Father: ☐ Monday ☐ Tuesday ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun	
Supervision ☐ Mother ☐ Father	Cost: Father \$ _____ Cost Mother: \$ _____
Transportation Mother: ☐ Monday ☐ Tuesday ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun	
Transportation Father: ☐ Monday ☐ Tuesday ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun	

Both parents may attend any school, religious, or community activity in which the child(ren) participate, regardless of which parent has overall responsibility for the supervision, payment, transportation, etc. of such activity. Either parent may enter the child(ren) into additional activities considered safe and age appropriate, which occur exclusively during that parent's scheduled period of access, and do not involve the other parent's time or money. Neither parent however, may enter the child(ren) into any activity which involves the other parent's participation or resources without first obtaining the other parent's written consent.

The enrollment of child(ren) in activities that carry a certain inherent risk of injury (i.e. contact sports, skydiving, etc.) or the procurement of licenses to operate dangerous equipment and machinery (automobile/motorcycle, scuba diving, firearms, etc.) shall require the permission of both parents by signed consent.

We further agree that in granting our parental permission for to participate in such activities, we shall ensure our child(ren) have completed the appropriate training and certification classes; shall secure adequate insurance protection in the potential instance of injury or property damage; and agree to divide the costs of same in a manner where the father will pay _____ (\$ or %) and the mother will pay _____.
(\$ or %)

14. Religious Affiliation: We agree our child(ren) will be raised in the religious tenets of the _____ fath; and shall receive such training and instruction as may be
(church, temple, organization, etc.)
directed by such religious affiliation or institution. We further agree that our child(ren) may additionally explore any other faith, creed, or doctrine as may interest them, and shall not be prohibited from practice.

15. Domestic and Foreign Travel: In supporting the experience of travel with our child(ren) in as safe, secure and enjoyable manner possible, we agree to abide by these rules when traveling out of the immediate area of our surroundings.

A. Domestic Travel: A parent traveling beyond a five hundred (500) miles radius of the resident location shall notify the other parent of such travel plans and provide a viable contact number in event of an emergency. If such travel should include the child(ren), the accompanying parent shall further provide an itinerary consisting of arrival and departure dates, destination(s), and purpose of travel. In the event of requested, unaccompanied child(ren) travel, regardless of distance; the parent in residence shall provide a copy of all travel information including, but not limited to: registration, travel itinerary, food, lodging, emergency contact numbers, appropriate announcements, student supervision and evaluation.

B. Foreign Travel: At no time shall a parent travel with the child(ren) outside of the continental United States, or to allow the child(ren) to engage in a travel event regardless of the mode of transportation, type or duration of the activity, or reason for traveling, without the expressed written consent of both parents signed in a separate agreement, which shall not be unreasonably withheld. A copy of all travel information including, but not limited to: passport, visa, travel itinerary, and emergency contact numbers shall be provided not less than fifteen (15) days prior to departure.

International travel to the following countries or regions is considered restricted, and shall require the posting of a surety bond of not less than One Million Dollars (\$1,000,000) by the accompanying or requesting parent of such travel to ensure scheduled return of the child(ren):

Region(s): _____

Country(s): _____

We further agree that at no time during any period of travel with our child(ren) will we as a parent have in our possession any illegal drugs or contraband, nor have taken any alcohol, drugs or medications which could cause an adverse or impaired effect, or any combination of alcohol, drugs and/or medications which could result in an adverse or impaired effect. While in a travel status, whether considered domestic or foreign, as the accompanying parent we each agree to immediately report any and all injuries and accidents to the other parent, in addition to appropriate medical emergency or treatment personnel.

16. Place of Residence: We accept that cooperative parenting is a process whereby we as parents have determined to live, but shall act jointly in the best interests of our child(ren), which includes each of us establishing a safe, nurturing, loving home. We further understand that as our child(ren) become older, and the dynamics of life present different challenges and opportunities, their needs and wishes are subject to change, particular as it applies to choosing a place of residence. We therefore expressly agree that at the age of _____ our _____ (years or date) _____ may choose to change the primary place of residence to that of the _____ (son/daughter) _____ (mother/father) and agree to support such decision upon careful consideration of their best interest.

We hereby agree photographs, mementos, and other personal items may be kept by our child(ren) of each parent, and support the display of same in a private space(s) within the other parent's home. Such items will remain protected and undisturbed, whether or not the child(ren) is currently in the residence.

Each parent hereby agrees to make a special effort not to relocate, with or without the child(ren), from the immediate area in which the child(ren) is currently living. The purpose for avoiding relocation is for the primary reason of allowing our child(ren) continued, frequent access to both parents. We understand however, that relocation may sometimes be a necessary requirement in the pursuit of our careers, and hereby agree that we will support such relocation provided: a) relocation is a bona fide requirement of the parent's employer to maintain employment and is documented in writing by the employer, and that no suitable, equivalent employment is available the current home area; or b) relocation with the same employer or a different employer results in an increased adjustment of not less than twenty percent (20%) of gross annual earnings; AND c) that the parent seeking to relocate shall pay in full the cost to transport the child(ren) to the city of residence of the other parent not less than four (4) times per year; and d) there shall remain an equivalent number of total days access during the year as were available to the remaining parent prior to relocation of the other.

17. Dependency Claim: Unless otherwise directed by ruling of the court or the Internal Revenue Service, the _____ (mother/father) shall claim _____ (names, all, etc.) child(ren) on an _____ (annual, bi-annual, odd/even etc.) basis, as dependents for the purpose of filing Federal and State income taxes, and shall receive any Earned Income Tax credits to which such filing may be entitled. The parent(s) claiming dependency of any child(ren), shall provide a copy of the IRS Form 1040 on an annual basis to the other parent.

18. Discipline and Reward: We agree that consistency in methods of discipline and reward are important to ensuring responsible parenting and the healthy development of our child(ren). We further understand that child guidance requires flexibility and encouragement as equally well as enforced rules and restrictions to allow our child(ren) to receive the maximum benefit of love, concern, nurturing, and safety from both the mother and father.

In acceptance of this accord, we agree to discuss and support joint decisions relative to our child(ren)'s growth and development, and will not subvert or supplant pronouncements of same. The administration of corporal punishment shall be severely restricted and used only as jointly agreed in matters of discipline and guidance. Neither will we offer unreasonable rewards to bribe good behavior, or create unfair or competitive circumstances of one parent over another.

In the event, our child(ren) should create a financial or legal liability, either through accident or acts of negligence, vandalism, or malicious mischief to persons or property, we agree to be equally responsible for the conduct of our child(ren).

19. Catastrophic Events: We expressly agree that in the event of the death of a parent, the surviving parent shall immediately assume responsibility of sole custody for the child(ren) born or adopted of both parents identified herein. The primary care of step-child(ren) reared during this union shall be determined by ruling of the court. In the event of the death of both parents, it is our express preference the surviving child(ren) shall be raised under the custodial care of _____,

with liberal access provided to _____ and _____.

(full name, relationship)

(full name, relationship) (full name, relationship)

In the event of serious, extended debilitating illness or injury, the other parent shall agree to assume temporary primary care until such time such afflicted parent shall sufficiently recover to resume the responsibilities of providing adequate shared parenting. We further agree that loss of the home, extended employment, or other means of providing an appropriate home environment; or exposure to abusive, dangerous, or hazardous situations and circumstances may also constitute acceptable reasons to assume temporary primary care, until such time both parents are able to provide an adequate, safe home environment.

20. Standards of Parental Conduct: We acknowledge that while there may be disagreements between us, we will not permit them to be inflicted upon our child(ren). We further recognize that we are both good people, but by our differences which make us unique, choose to no longer live together. We do however, believe that our child(ren) should hold a positive image of two good parents, and we will work toward that end. In accomplishment of our shared parenting goals we hereby resolve to:

- Create a healthy environment where our child(ren) will be free to love and honor each of us by promoting in them a genuine respect and affection for the other parent.

- Work toward developing and maintaining a friendly relationship, with consideration of each other's feelings and concerns.
- Consult one another concerning the needs of the child(ren), as well as our own needs as co-parents.
- To honor and support one another's parenting style and authority to parent.
- To respect the other parent's right to privacy, and not to inquire from the child(ren) about the other parent's life or circumstance.
- Meet and discuss custody, access and child care issues in a calm, quiet, uninterrupted environment.
- To attend parenting education classes, particularly as they address jointly dealing with child guidance, custody, access, and other important parenting skills and awareness.
- Develop a direct child-parent bond, and encourage our child(ren) to discuss their grievances directly with the parent in question.
- Invest in our child(ren)'s happiness and healthy development, and not exploit their feelings to continue arguments between us., nor use them as messengers for purpose of communicating unpleasant news with the other parent.
- Encourage our child(ren) to be honest, truthful, and open, and shall not them engage in deceptive, secretive, or dishonest acts with the other parent.
- Refer to the other parent with respect, and will not denigrate or demean their character or behavior, or permit another to do same, in the presence our child(ren).
- Refrain from discussing personal faults, shortcomings, relationships, finances, and other private matters in front of the child(ren), nor permit others to do so.
- Make no attempts to estrange our child(ren) from the other parent or their extended family.
- Never harass, annoy, threaten, or strike the child(ren) or other parent in any manner whatsoever.
- To make only those promises we know we can keep.

21. Dispute and Renegotiation: We agree this Parenting Agreement is to remain in effect a minimum of two (2) years and is automatically renewable if no revisions are sought. If revisions are sought after two (2) years, we agree that this Agreement will be considered binding until a new Agreement is reached.

We also understand that this Shared Parenting Agreement is not affected by remarriage of either parent, and will remain in full force as agreed herein. If however, unusual circumstances arise before the end of the two-year period, all or part of this Agreement may be negotiated, either privately or with the assistance of a third party.

We further agree that, should any serious dispute arise between us, or relating to any aspect of our child(ren)'s welfare, we will first seek and jointly agree on the services of an objective third party having expertise in family law, child custody, or access issues such as a trained counselor, mediator, or attorney specializing in collaborative law, which will emphasize working or problems out informally without first going to court.

If such services cannot resolve the dispute under this agreement by separate discussion and negotiation, then as a condition precedent to change the order, shall give thirty (30) written notice of intention to seek modification through the court.

Date

Parent Signature

Date

Parent Signature

Date

Witness Signature

Date

Witness Signature

Date

Child Signature

Date

Child Signature