

Parenting Agreement for Two Biological and Two Nonbiological Parents

1. The purpose of this agreement is threefold. First, it protects the interests of the child(ren) in our family by expressing our understanding of the parents' rights and responsibilities to our child(ren) and their agreement to provide for their upbringing and support in the most responsible and cooperative manner possible. Additionally, we believe that child(ren) should have free and open access to those people whom the child(ren) identifies as her/his parents. These bonds should only be suspended or severed if a parent proves her/himself to be unfit or abusive. Second, this agreement states that _____ and _____ are to be the biological parents of the first child(ren) in our family and that they will have full and equal legal custody under the laws of the State of _____. OR [Second, to recognize that _____ and _____ will be the biological parents but that the two mothers, _____ and _____ intend to be the legal parents.] Third, this agreement states that our child(ren), regardless of law, will have four people whom they will identify as parents and who will function as parents with all rights and responsibilities. The nonbiological parents are _____'s domestic/life partner, _____, and _____'s domestic/life partner, _____. Hereafter, the aforementioned adults will be jointly referred to as the Parents.

2. We fully realize that our power to make this agreement may be limited by state law. There are legal questions raised by the issues involved in this agreement that have not been settled by statutes or prior court decisions. With this knowledge, and in a spirit of cooperation and mutual respect, we wish to enter into this agreement.

3. _____ and _____ intend to become biological parents together, in that _____ will provide his semen to _____ for the purpose of alternative insemination. "Child(ren)" in the agreement applies to any child or children born as a result of said alternative insemination.

4. Our purpose and our hope is to do our best to see that our child(ren) maintains a close and loving relationship with each of us, regardless of external demands that might

affect our relationships with each other. Our intent is to create an extended family for our child(ren) and for ourselves based on the principles that ideally guide all families: love, mutual respect, responsibility, cooperation, emotional support, and clear communication. We are committed to creating a loving, safe, and secure environment for our child(ren).

5. Although _____ and _____ are not partners and their respective partners, _____ and _____, will not be biological parents to our child(ren), and although we are using alternative insemination, we intend to be equal parents to our child(ren). Legal and physical custody shall be joint. This means that all major decisions regarding physical location and any other major decisions, such as those relating to the child(ren)'s support, health, education, spiritual education, etc., shall be made jointly by the Parents, and that our child(ren) shall be involved in the decision making to an extent consistent with his/her/their age(s) at the time.

6. We intend to remain in _____ (geographic area) until the child(ren) has finished high school unless jointly agreed upon by the Parents. We agree that it is preferable for us to live in close proximity. If, for professional and/or personal reasons, this becomes difficult or impossible, we agree that the parent(s) who remains in _____ will have custody of the child during the nine-month school year. The parent/s leaving _____ (geographic area) will have custody during major school breaks and summer vacations. We will discuss any necessary changes with the aim of minimizing negative effects on our child(ren) and our family.

7. We acknowledge and agree that the biological father, _____, will be named on the birth certificate of any child(ren) born from the alternative insemination procedure. OR [We acknowledge and agree that the second-parent adoption process will allow the two parents named on the birth certificate to be the two mothers, _____ and _____.]

8. We acknowledge and agree that the child(ren)'s names will be agreed upon by mutual consent of the Parents.

9. We acknowledge and agree that the child(ren) will be given a sense of their cultural heritages. We agree to respect our differences with regard to our religious and cultural heritages.

10. We acknowledge that we may maintain two separate households. If we do, it is our intent that all Parents will have substantial and continual contact with the child(ren). If we maintain two separate households, we will divide the child(ren)'s time approximately _____ between the two households. We understand, however, that physical custody may vary over time depending on the best interests of the child(ren). The child(ren) shall primarily reside with the mothers, _____, during the first _____ months/years of the child(ren)'s life. After this time, s/he (they) shall reside with the fathers, _____, a minimum of _____ (for example: three days per week and every other weekend). We agree to alternate by holiday and by year the following days: (birthdays, Rosh Hashanah, Yom Kippur, Halloween, Thanksgiving, Hanukah, Christmas Eve, Christmas Day, President's Day, Passover, Easter, Memorial Day, Independence Day, Labor Day, etc.).

11. (If necessary) For tax purposes the legal parents, _____ and _____, will alternate years for claiming "Head of Household" and the child as dependent and using the child care credit, unless otherwise agreed upon by the Parents. _____ will have even-numbered years and _____ will have odd-numbered years. Earned income credit can be claimed by the legal parents _____ or _____ when applicable.

12. We acknowledge and agree that all four parents will provide support to the child(ren) to the extent that we can, depending on our income. We shall pay routine costs for food, shelter, and clothing while physically caring for our child(ren).

13. The Parents will include the child(ren) in a health and dental insurance plan through one of our workplaces or through a private plan. The Parents shall contribute to health care costs, including health and dental insurance premiums, for prenatal, childbirth, day care, and educational expenses as follows:

a) When incomes are approximately equal (+/- 10%), each shall contribute an equal amount.

b) When incomes are unequal we will contribute amounts proportional to our respective incomes. We acknowledge that physically caring for the child has monetary value since care not voluntarily provided would have to be purchased on the open market.

c) Any expenses related to the items mentioned above are subject to mutual agreement before implementation.

14. If the biological mother, _____, is unable to work for a period of time due to pregnancy, or during the first six months after the child(ren)'s birth, and thereby suffers a decrease in her income, the other parents shall bear a larger share of the child support and related expenses with the exact amount based on the mother's monthly expenses. This amount will not exceed \$_____ per month.

15. The Parents each will separately have authority to authorize consent for medical, surgical, or dental examination or treatment of their child(ren) to any person(s) in whose care the child(ren) is/are temporarily placed. The legal (biological) parents, _____ and _____, will seek to have legal medical power of attorney drawn up so that the nonbiological parents, _____ and _____, will be able to act with appropriate speed in case of an emergency and if neither of the legal (biological) parents is available.

16. In consideration of the ongoing support of the minor child(ren), both the Parents will hold life insurance policies in the amount of \$_____, designating each other as beneficiary in trust for the child(ren).

17. Except as set forth in this agreement, the Parents waive rights to receiving child support. We are fully informed of the right to court-ordered child support and are not acting under coercion. In addition, none of us is receiving welfare aid nor expects to in the future. We believe the financial needs of our child(ren) will be adequately met by this agreement and have made this agreement in the child(ren)'s best interests.

18. In the event of the death or permanent mental impairment of one of the legal parents, this document nominates for partial or full guardianship the aforementioned surviving domestic partner of the deceased or disabled parent.

19. The Parents each agree to write a will designating the child(ren) to receive a share of their estate.

20. If any dispute or problem arises between the Parents regarding some aspect of this contract in caring for the child(ren), we agree to seek counseling and/or professional help to resolve those problems. The child(ren) shall be involved in this process to the

maximum amount consistent with their age at the time. In the event a resolution cannot be reached by the above, a more formal mediation procedure will be followed.

a) Mediation: We will engage in three sessions of mediation in good faith in an attempt to resolve our disputes. How the cost of the mediation is divided will be decided during the course of the mediation.

b) Binding arbitration: We agree that, should the above mediation be unsuccessful, we shall submit to binding arbitration. We understand that, by agreeing to binding arbitration, the decision of the arbitrator will be final and we will not have the right to have the decision reviewed in a court of law. Binding arbitration shall proceed accordingly:

i. The request for arbitration may be made by any parent and shall be made in writing and delivered to the other parents;

ii. Pending the outcome of arbitration, there shall be no change in the language of this agreement;

iii. The arbitration panel that will resolve any disputes regarding this agreement shall consist of five persons: one person chosen by each parent and one person chosen by the other four panel members. By mutual agreement this number may be reduced to three;

iv. Within 14 days following the written arbitration request, the arbitrators shall be chosen;

v. Within 14 days following the selection of all members of the arbitration panel, the panel will hear the dispute between parties;

vi. Within 7 days subsequent to the hearing, the arbitration panel will make a decision and communicate it in writing to each party.

vii. The Parents agree that the arbitrator(s) will decide who pays the costs of the arbitration.

viii. The Parents agree to request that the arbitration panel to consider the best interests of the child(ren)—if the dispute involves child(ren)—as paramount, outweighing the interests of any Parent;

ix. If both Parents agree to submit their dispute to an existing gay and/or lesbian arbitration panel, the above process may be forsaken.

21. We acknowledge and agree that we signed this agreement voluntarily and freely of our own choice and not under duress of any kind. We further acknowledge that we each have been advised to secure the advice and counsel of an attorney of our own choosing, and that we each understand the meaning and significance of each provision of this agreement.

22. This agreement contains our entire understanding. There are no promises, understandings, agreements, or representations between us other than those expressly stated in this agreement.

In a spirit of cooperation and mutual respect, it is our clear and strong intention to raise loving, caring child(ren) simply and harmoniously.

The parties have executed this agreement on this _____ day of _____.

Signatures:

Biological Mother

Nonbiological Mother

Biological Father

Nonbiological Father

Witness