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## FamilyByDesign



eShopSystem

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## **FamilyByDesign Co-Parenting Agreement Template**

A Co-Parenting Agreement can be a wonderful tool for encouraging prospective and current coparents to have a detailed, meaningful, honest dialogue about their mutual desires, interests, and goals as co-parents. It can also be a great tool for uncovering issues that the co-parents have not even thought about!

FamilyByDesign strongly believes that you should not simply adopt a co-parenting agreement that you may find online or receive from a friend – it is essential that the co-parents talk through the many potential issues on their own and come up with their own unique, customized coparenting agreement. Nevertheless, a template for some of the items you may wish to discuss and include in your agreement can be a very helpful starting point.

With this in mind, FamilyByDesign has crafted the following Co-Parenting Agreement Template to help you get started. While we don't provide the actual language for each of the sections to be covered, we raise the main issues that you and your co-parent(s) should consider as you draft this agreement for your personal situation. Some of these issues may not apply to your particular situation and should not be included; conversely, you may have other unique issues not listed here that you may wish to include in your Co-Parenting Agreement. We are providing this template for informational purposes only and it is not to be construed as advice for your particular circumstances.

We hope you find this Co-Parenting Agreement Template useful!

Best Wishes, The FamilyByDesign Team

## CO-PARENTING AGREEMENT

**Basic Information including party names and date of Agreement.** You may wish to consider language along the lines of: "This Co-Parenting Agreement ("Agreement") is made this \_\_\_ day of [Month], [Year], by and between [Party 1 Name] and [Party 2 Name] [followed by additional names if applicable], hereafter referred to as the "Parties".

**History of the co-parents.** Use this paragraph to describe the relationship between the co-parents. How long have you known each other? How would you describe your personal relationship with each other? When are you expecting children (or have you already had children)?

**Introductory clause to the substance of this agreement.** Consider something such as: "NOW, THEREFORE, in consideration of the promises of each of the Parties, and in acknowledgement of their mutual belief that the best interests of the child require stable sources of financial, academic, medical and emotional support, the parties enter into this Agreement to guarantee that their child will receive that benefit of having each of them in their life, and agree as follows:"

### A. STATEMENT OF CO-PARENTING INTENTIONS

Use this section to describe what the co-parenting intentions are for you and your coparent(s), and why you're entering into this agreement. What do you want to make clear – not only to each other, but to any future party that reviews this agreement? Items to include in your statement of intentions could include (but are not limited to):

- Your intent for each of the co-parents in regards to their rights to the child. If you intend for each of the parents to have equal rights in regards to the child's upbringing, make that clear. If you intend for one of the parents to be the predominant parent in the relationship with greater decision-making rights, make that clear as well.
- Your intent for each of the co-parents in regards to their obligations to the child. If your intent is for each of the parents to have equal obligations, so state. If the obligations will fall more on one parent than the other, make that clear.
- Legal parentage. Use this section to discuss your intent as to which parties shall be the legal parent(s) of the child. This should reflect upon your intent in regards to rights and responsibilities of the biological parents (if any). If there are more than two co-parents, do you wish for each of them to be equally recognized as parents (i.e., if your state recognizes additional legal parents, or does so in the future)?
- Use this section to also speak of the spirit in which the co-parents enter this agreement – e.g., a spirit of mutual respect, open communication, honesty, cooperation, and any other qualities you wish to outline.
- Your mutual goals for your children. E.g., providing a stable, nurturing environment, a good education, love and affection, etc.
- How you will come together as co-parents for the benefit of your children. You may wish to affirm that you seek to help your children meet their full potential, encourage their creativity and intellectual growth, etc.
- How you intend for this Agreement to be viewed by other parties. Language may read something along the lines of "The Parties intend by this Agreement to guide a Court, should it become involved, in determining the best interests of the child".
- Your intent to maintain the continuity of the parental relationships that the children rely on, even if the relationship between the parents may come into conflict.

### B. ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

Break this section into each of the subject matter areas you and your co-parent(s) wish to cover in the co-parenting agreement. You can create as many numbered sub-sections here as there are parental rights and responsibilities you wish to record in writing. Some sections that you and your co-parent(s) may wish to put into writing are:

1. Baby naming. Have you agreed upon names if it's a boy/girl? If not, who has the right to name the child?

2. Birth certificate. Whose name or names will appear on the birth certificate?

3. Sharing time and residence. There are several subsections you might want to think about and possibly write into this discussion, including:

a. Initial residence and initial conditions. When the baby is an infant, who will be the primary parent and which will be the primary residence? Will the co-parents live together during this period? If not, when, how often and under what conditions will the non-custodial co-parent(s) spend time with the child? What roles do you expect each of the co-parents to play at this point in time?

b. Post-infancy conditions. At what age, if any, do you expect to change the time and/or residence-sharing conditions? What would these new conditions be? For example, starting at age X, do you wish that the child might spend certain days and/or nights with the non-custodial co-parent(s)? What other roles do you expect each of the co-parents to play at this point in time?

c. Residence location. Are the co-parents expected to remain in their current residences for the foreseeable future? If one or both of the co-parents plans to change residence location, is there an expectation that they will remain within a certain distance radius of the other co-parent? If one of the co-parents receives an

opportunity to move outside of this radius, does the other co-parent have the right to consent or weigh in on the matter? Does this right expire when the child reaches a certain age?

d. Vacation time. When the child has time off from school, are there wishes as to how this is allocated (or shared) between the co-parents? Are there wishes for the co-parents to take vacations together with their children? If so, how often?

e. Birthdays / Holidays. Are there expectations as to how holidays are to be spent? Shall the co-parents spend the child's birthday and holidays such as Christmas together or shall they apportion them between families? How are extended families (e.g., grandparents) to be treated when it comes to sharing in the holidays?

f. Babysitting / Sick Days / Snow Days. If the custodial parent needs a babysitter due to a commitment, is there an obligation to call the non-custodial parent first to see if they are available? If the children are sick or otherwise home from school unexpectedly during the workday, how shall this be handled between the coparents?

g. Time with extended families. Do you wish to indicate expectations regarding visits with extended family members (either during holiday periods or otherwise)?

4. Decision-Making Authority. When it comes to day-to-day parenting issues (think of things like television habits, table manners, etc), how will the co-parents allocate a general decision-making authority? Will both co-parents discuss these issues together and come to mutual agreement, or does one parent have the right to set these rules? If mutual agreement, does one co-parent have the "final say" on some, or all, of the issues if mutual agreement is not reached? Do the rules depend on whose house the child is in at a given time?

Even if one co-parent is given the "final say" on day-to-day matters, the co-parents may want to carve out joint decision-making exceptions for major events, such as: a. Circumcision for a boy b. Choosing a nanny (if applicable) c. Choosing a child-care facility d. Use of cell phones and computers for communications by your child e. Choosing a primary / high school f. Choosing a college g. Major health care decisions. If the non-custodial co-parent is not a legal parent, will the legal parent(s) agree to execute a separate health care power of attorney such that they can make medical decisions on behalf of your child?

## 5. Finances / Expenses

a. General expenses. How will the co-parents allocate general expenses such as the costs of food, housing, clothing, toys, etc? What percentage of general expenses shall each pay and how? Some options may include:

i. Conduct a monthly or annual accounting to determine amounts spent and then split the costs according to an agreed-upon percentage for each parent ii. Determine a set amount per month for the non-custodial parent to contribute into a spending account used by the custodial parent(s) iii. Have each of the co-parents place a certain dollar amount every month into a joint bank account to be used for child expenses iv. Each co-parent covers the costs of general expenses incurred while the child is staying in their home or spending time with them

b. Child-care expenses. If a nanny or child care is to be utilized, how shall this cost be split between the parties? Give that the costs of child care can vary greatly, do the parties wish to put a cap on costs or describe how expensive this is permitted to get? How do the co-parent(s) choose the nanny and/or child care facility (do they share the decision or does one co-parent have the right to make the decision)?

c. Educational (pre-college) expenses. How are educational expenses to be shared, including both costs of tuition, books, and extracurricular activities? If private school, is there a maximum tuition amount that the co-parents are willing to pay?

d. Higher education expenses. How are college expenses to be shared? Are there any limitations on paying for more expensive private universities? Will the coparents pay for any graduate school costs?

e. Health care expenses. Who is responsible for health care coverage for your child? If this is dependent on employment coverage, what is the back-up plan if this coverage is lost? If unexpected expenses exceed the costs of health insurance, who is responsible for any excess costs?

f. Summer activities / other life experiences. What typical youth experiences (summer camp, travel abroad, etc) do you want to make sure you've planned for and allocated expenses?

g. Ongoing contributions for future expenses. Do you plan to set up contribution vehicles now to pay for the child's future expenses? (E.g., 529 Plans and other educational plans, trust accounts?) If so, how will these be funded – how often, in what increments, and by who?

h. Claiming tax deductions/credits. Will the co-parents share the tax benefits related to child-raising costs, or will the custodial co-parent claim all available deductions / credits?

i. Ability to be reimbursed. If this Agreement places certain financial obligations on one co-parent that are paid for by another co-parent, shall the responsible coparent reimburse these costs to the other co-parent? If so, under what timeframe?

## C. PARENTAL INTENTIONS FOR YOUR CHILD

Use this section to discuss your mutual intentions for major aspects of your child's upbringing and development. These may include:

1. Religious intentions. What role should religion play in your child's life? Is there a single religion you agree upon for your child? Should he/she be exposed to multiple religious beliefs? Do you prefer for religion not to play a role?

2. Educational intentions. Have you already agreed upon a course of education? Public school? Private school? Parochial school? Boarding school? Is the school district of either of the co-parents of importance?

3. Use of discipline. Are there acceptable forms of discipline that you both agree upon? Are there forms that are unacceptable?

4. Diet / nutrition. Do you have specific intentions around nutrition? Are there any categories of foods that are "off-limits"?

5. Pets. Will it be OK to raise your child with pets around? If so, which ones? Conversely, if a pre-existing pet proves to be harmful to the child, what will you do with the pet?

6. Promoting stability in your child's life. Given the unstructured nature of coparenting, you may wish to include language that the co-parents agree to provide consistency in their child-rearing and everyday routines so that the children experience predictability regardless of residence. (E.g., bedtime,

homework, tv and video game habits, etc.) If the co-parents may be dating, you may also wish to state your desire not to introduce the child to casual dating partners and only to introduce romantic partners to the child if the relationship becomes serious.

#### D. GUARDIANSHIP / SURVIVORSHIP CONTINGENCY PLANS

Use this section to address how the co-parents will handle the death or complete incapacitation of one of the co-parents – particularly that of the custodial co-parent(s). Who will become the custodial parent in this case? Are there any activities that the deceased / incapacitated parent wants to ensure are continued? (For example, making sure that the child maintains ongoing visits with the deceased's / incapacitated's family members, and how these visits will be structured and paid for?) If each of the co-parents were to die or become incapacitated, who would be the child's guardian? Will there be a separate trustee to manage funds for the child?

Also discuss whether the co-parents will be taking out life insurance / disability insurance in order to meet any financial obligations that may be needed upon their death / incapacitation. If insurance will be taken, by what date? Do you want to specify a policy amount?

You may also wish to discuss in this section any agreed-upon plans for adding the children to your wills, life insurance, and retirement plans as beneficiaries.

#### E. MAJOR LIFE EVENTS FOR THE CO-PARENTS

Use this section to identify possible future major life events that could have a significant impact on your co-parenting arrangement, and how you agree to deal with those issues as they arise. Some possible life events to be addressed may include:

1. Future romantic relationships and/or changes in existing romantic relationships. If one of the co-parents later finds a serious romantic partner, or if their current relationship status otherwise changes, how do the co-parents plan to handle this issue? What role will the new partner play (or not play) in your child's life?
2. Moving a long distance away. If one of the co-parents has a reason to consider moving a significant distance away, how will the co-parents handle this issue? Does a move away of one of the parties require joint consent of both parties?
3. Future parenting opportunities. Would the co-parents consider having additional children together in the future? What if one of the co-parents is considering having another child with a different co-parent?
4. Major change in financial standing. If one of the co-parents loses their job and/or has a major change in their financial capacity, how will the co-parents handle this to ensure that the child is affected to the minimum extent possible?

#### F. PARENTAL MEETINGS & REGULAR CO-PARENT AGREEMENT REVIEW SESSIONS

This co-parenting agreement is a "living" document, and should be updated regularly to reflect changes in co-parenting priorities and needs. Use this section to describe how often the coparents will come together for a meeting (preferably without the children present) specifically to discuss parenting issues, and to review the co-parenting agreement together.

Many co-parents find it helpful to meet at least quarterly, without children present, to discuss parenting issues and decisions to be made, as well as to review the co-parenting agreement and discuss any changes that should be made to the document. (Consider meeting once a year to have this conversation at a minimum.)

#### G. CONFLICT / DISPUTE RESOLUTION

This is a very important part of the agreement. As disagreements are bound to come up between the co-parents, how will you agree to handle them? Given that the best time to lay out plans for dispute resolution is before a dispute arises, co-parents should have a plan for how they agree to handle such disputes in the future. Many co-parents find it helpful to work through the following order of steps to attempt to handle disputes.

1. Agreement to communicate the issue and attempt resolution between co-parents. Often a co-parent may not articulate the disagreement to the other co-parent(s) and instead they “hold it in” which may lead to bigger problems later. So co-parents may wish to agree here to have open, honest dialogue on an ongoing basis. This may tie-in with regular parental meetings and a co-parenting agreement review.
2. Request for counseling. Seeing a counselor together is often the first external step towards conflict resolution. Decide if the co-parents will enter counseling together at the sole request of one of the co-parents, how the cost of counseling will be divided, and what is the minimum number of counseling sessions the non-requesting co-parent(s) agrees to attend in such case.
3. Agreement for Mediation or Collaborative Law. If counseling fails, you may wish to add language to this agreement requiring legal mediation as the next step. Decide how a mediator is to be chosen, and what is the minimum number of mediation sessions each co-parent agrees to attend. Alternatively, you may wish to draft language that the coparents will use collaborative law attorneys to help reach an agreeable conclusion for the parties.
4. Agreement for Arbitration. If mediation or collaborative law methods fail, the parties may wish to agree to binding arbitration. Reasons for choosing binding arbitration over litigation include lower costs, a shortened timeframe, and exposing your child to the least amount of public conflict. If you add language requiring arbitration in place of litigation, you should decide how the arbitration panel is to be chosen (it may consist of more than one arbitrator), the timeframe for arbitration (for example, starting one month after the break-down of mediation / collaborative law methods, the timeframe for hearings, and the timeframe for delivering the subsequent result), and a statement that the outcome of arbitration may be entered as a judgment by either party.
5. Costs of dispute resolution. Consider adding language stating how the costs of dispute resolution shall be allocated. (Shared 50/50 regardless of outcome? Losing or prevailing party pays all costs? Or something in between?)

#### H. LEGAL APPLICATION OF THE CO-PARENTING AGREEMENT

Use this section to affirm how you want this co-parenting agreement to apply to your circumstances. Issues you may wish to address include:

1. Intent that this Agreement shall be honored by a court. You may wish to reaffirm your intent that you have crafted this Agreement with the best interests of your child in mind, and you wish for a court of law to honor this co-parenting plan for this reason, should litigation become necessary.
2. Changes can only be made in writing. To avoid any doubt or “he said / she said” conflicts, you should affirm that this Agreement can only be amended in writing with the signature of all co-parents.
3. Affirmation of free will. You may wish to affirm that the co-parents are each signing this agreement of their own free will, that they have had sufficient time to review the Agreement, etc.
4. Affirmation of right to legal counsel. This would include language that the parties recognize that each has the individual right to consult legal counsel and if they choose not to do so, they knowingly waive that right.
5. Choice of law. Since the laws that may affect co-parents vary from state to state, and also given that co-parents may reside in different states, you should review relevant state law and list here which state’s laws will be used to interpret this Agreement.
6. Severability of provisions. If a court declares a particular provision of this Agreement to be unenforceable, you may wish to place language here stating that all other provisions shall survive and be enforceable.
7. No other materials. You may wish to include language stating that this is the complete Co-Parenting Agreement between the parties and no other documents exist or are enforceable.

#### I. OTHER / MISCELLANEOUS

Use this section to draft anything into the Agreement that doesn't fall into the headings of the other sections. If there's anything particular / unique that you want to clarify – both for yourselves as co-parents, and for anyone else who may read this agreement – add this information here.

#### SIGNATURE PAGE AND NOTARY PAGE

The last page of this agreement should include the printed name of each party, as well as the signature and signed date of each of the parties. (You may also wish to have each of the parties sign their initials to each of the other pages of this agreement.) Attached at the end of the Agreement you should have a notary page, whereby a notary in your state notarizes the signatures of each of the parties to the agreement.

And you're done! Congratulations!

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