

# CO-PARENTING AGREEMENT

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This Co-Parenting Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARENT 1 LEGAL NAME], residing at [PARENT 1 ADDRESS] ("**Parent 1**"); and

[PARENT 2 LEGAL NAME], residing at [PARENT 2 ADDRESS] ("**Parent 2**").

Parent 1 and Parent 2 are each a "**Party**" and together the "**Parties**" or the "**Co-Parents**."

**Recitals.** The Parties are the parents of the child or children named below (the "**Children**") and, although they are not in a romantic relationship with each other, are committed to raising the Children cooperatively. The Parties wish to set out the day-to-day practices, schedules, and shared expectations that will guide their co-parenting so the Children experience stability, consistency, and the love and involvement of both Parents. The Parties understand that a court retains authority over custody and support and that the best interests of the Children always control. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Purpose and Guiding Principles

**1.1 Purpose.** This Agreement establishes a shared framework for parenting the Children across two households, including communication, scheduling, decision-making, and finances.

**1.2 Best interests.** The Parties agree that the Children's best interests come first and that they will make decisions and resolve disagreements with that standard in mind, consistent with the law of [STATE].

**1.3 Mutual respect.** Each Parent will speak and act respectfully toward the other in front of and to the Children, will not disparage the other, and will encourage the Children's healthy relationship with both Parents and extended families.

**1.4 Relationship to court orders.** This Agreement is intended to guide the Parties' cooperation. It does not override any existing custody or support order, and a court retains authority to enter or modify orders in the Children's best interests.

## 2. The Children and Parental Roles

**2.1 The Children.** This Agreement concerns: [CHILD NAME(S) AND DATE(S) OF BIRTH].

**2.2 Shared parenting.** Both Parents will remain actively involved in the Children's lives, including school, activities, healthcare, and milestones, and each will keep the other informed and included.

**2.3 Decision-making.** Major decisions about the Children's education, healthcare, religion, and significant activities will be made [JOINTLY, BY AGREEMENT / AS FOLLOWS]. Routine decisions are made by the Parent caring for the Children at the time.

**2.4 Consistency across households.** The Parents will strive for reasonable consistency between households on matters such as bedtimes, homework, screen time, and discipline, while recognizing that each household may differ in non-essential ways.

### 3. Parenting Schedule

**3.1 Regular schedule.** The Children's time with each Parent follows the schedule in **Schedule A**. The Parents may adjust the schedule by mutual agreement, confirmed in writing or through their chosen communication tool.

**3.2 Holidays and special days.** Holidays, birthdays, and school breaks are allocated as stated in **Schedule B**, which controls over the regular schedule when they conflict.

**3.3 Vacations.** Each Parent may take the Children on vacation for up to **[NUMBER]** consecutive days per year on at least **[NUMBER]** days' advance written notice, including an itinerary and contact information.

**3.4 Schedule changes.** A Parent who needs to change scheduled time will request the change as far in advance as possible. The other Parent will consider reasonable requests in good faith, and the Parents will arrange make-up time when appropriate.

**3.5 Exchanges and transportation.** Exchanges occur at **[LOCATION]** at the scheduled times. Transportation responsibility is allocated as stated in Schedule A, and each Parent will be punctual and have the Children ready.

### 4. Communication

**4.1 Method.** The Parents will communicate about the Children primarily through **[CO-PARENTING APP / EMAIL / TEXT]**, keeping messages focused, factual, and child-centered.

**4.2 Response time.** Each Parent will respond to non-urgent co-parenting messages within **[NUMBER, e.g. 24-48]** hours and to urgent matters as soon as practical.

**4.3 Parent-child contact.** The Children may contact either Parent at reasonable times during the other Parent's time, and each Parent will support that contact without monitoring it inappropriately.

**4.4 Information sharing.** Each Parent will promptly share school notices, medical information, activity schedules, and any significant news about the Children, and will ensure both Parents are listed as contacts with schools and providers where allowed.

### 5. Health, Education, and Activities

**5.1 Healthcare.** The Parents will keep each other informed of the Children's medical and dental care, share providers' contact information, and coordinate appointments. Either Parent may authorize emergency care and will notify the other promptly.

**5.2 Education.** Both Parents will support the Children's education, attend conferences and events when able, and coordinate on school selection, homework expectations, and special-education needs.

**5.3 Extracurricular activities.** The Parents will agree on the Children's activities and how attendance and transportation will be handled. A Parent who enrolls the Children in a new activity that affects the schedule or budget will consult the other first.

**5.4 Introducing new partners.** The Parents will use good judgment about introducing new romantic partners to the Children and will communicate respectfully about significant relationships that involve time with the Children, as the Parties agree: **[DESCRIBE ANY GROUND RULES, OR STATE "EACH PARENT'S DISCRETION"]**.

## 6. Financial Responsibilities

**6.1 Child support.** Child support, if any, is addressed by a separate order or as follows: **[PARENT \_\_ PAYS \$[AMOUNT] PER MONTH, CONSISTENT WITH [STATE] GUIDELINES / GOVERNED BY EXISTING ORDER]**. Child support is governed by applicable state guidelines and cannot be waived to a child's detriment.

**6.2 Shared expenses.** The Parents will share the Children's agreed expenses (healthcare not covered by insurance, childcare, activities, and school costs) **[EQUALLY / IN PROPORTION TO INCOME / AS FOLLOWS]**.

**6.3 Approvals and reimbursement.** Neither Parent will incur a non-emergency shared expense above **[AMOUNT]** without the other's agreement. The Parent who pays a shared expense will provide a receipt, and the other will reimburse that Parent within **[NUMBER]** days.

**6.4 Records.** The Parents will keep reasonable records of shared expenses and reconcile them **[MONTHLY / QUARTERLY]** to keep accounts current.

## 7. Changes, Conflict, and Review

**7.1 Annual review.** The Parents will review this Agreement at least once per year, and as the Children's needs change, to confirm the schedule and terms still serve the Children's best interests.

**7.2 Mediation.** If the Parents cannot resolve a disagreement under this Agreement, they will attempt mediation with a neutral mediator before seeking court intervention, except where a child's immediate safety requires faster action.

**7.3 Relocation.** A Parent who plans to relocate in a way that materially affects the schedule will give the other Parent at least **[NUMBER]** days' written notice and work cooperatively, subject to any notice or consent requirements of applicable law.

**7.4 Good faith.** The Parents will interpret and carry out this Agreement reasonably and in good faith for the Children's benefit.

## 8. General Provisions

**8.1 Governing law.** This Agreement is governed by the laws of the State of **[STATE]**, and the courts of **[COUNTY, STATE]** retain jurisdiction over custody and support matters, subject to applicable interstate custody law.

**8.2 Court authority.** Nothing in this Agreement limits a court's authority to enter or modify orders concerning the Children. Where this Agreement conflicts with a court order, the order controls.

**8.3 Modification.** This Agreement may be modified by a writing signed by both Parents or by court order.

**8.4 Severability.** If any provision is held unenforceable, the rest remains in effect and the provision will be modified to the minimum extent necessary, always consistent with the Children's best interests.

**8.5 Entire agreement.** This Agreement, with its schedules, reflects the Parents' complete understanding on its subject and supersedes prior informal arrangements, except for any controlling court order.

**8.6 Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**PARENT 1****PARENT 2**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**Printed name: **[NAME]**

Title: N/A

Title: N/A

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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