

## **A SAMPLE CO-PARENTING AGREEMENT**

### **CO-PARENTING AGREEMENT BETWEEN SALLY SMITH AND JOSEPH JONES**

Reason for entering into this Agreement:

1. We, Joseph and Sally enter into this contract intending to be as bound by it as if it was filed in a court of law. At any time either of us can file it in court and it will be enforceable as if it was an order of the court.
2. During our marriage we had two children, Jane (now aged 3) and Jimmy (now aged 7). Although we no longer wish to be married we acknowledge that we will always have a relationship as the co-parents of Jane and Jimmy. This agreement is intended to govern our relationship as co-parents.

#### **Our relationship as co-parents**

3. We will share equally in the custody and guardianship of Jane and Jimmy. Jane and Jimmy need both of us in their lives. As a way of adding meaning to the term “share” we agree to the following:
  - a) We will do our utmost to make sure that Jane and Jimmy know that we both love them and value each other’s presence in their lives.
  - b) If one of us does something that the other disapproves of, or which disappoints the children, we will not comment on that behaviour in any way in front of the children that might cause them to think the behaviour was motivated by lack of love and we will encourage our children to sustain their relationships with both parents.
  - c) If Jane and Jimmy have important developments in their lives we will make sure the other is informed about them through the notebook we will take responsibility for maintaining. If the children have important events we will ensure the other has the opportunity to attend.
4. We agree to make every effort to follow through on our commitments to the children. We agree to actively avoid behaviour which might disappoint them. For example, we will:
  - a) be on time to begin our time with the children;
  - b) give as much notice as we possibly can of changes in plans;
  - c) be available to the children when we are with them; and
  - d) be flexible with each other.

5. We acknowledge that co-parenting is not easy, especially when there have been some anger, hurt feelings, and tension between us. To show our support for each other in the role of co-parent we will:
  - a) keep our time agreements;
  - b) give notice of changes in schedules;
  - c) take responsibility for our part of this agreement;
  - d) take responsibility for attending and scheduling our regular co-parenting meetings;
  - e) share, according to our income, the costs of counseling and a co-parenting advisor if these are necessary;
  - f) be available for discussions with the other about our children;
  - g) be open to new ideas from the other person about how to meet the children's emerging and changing needs;
  - h) give other kinds of support when we are asked if we are able; and
  - i) show each other courtesy, respect and gentleness, especially in front of the children and at our regular co-parenting meetings.
  
6. We will make sure that our community and extended family know that we value each other's presence in the children's lives. We will be careful when we disagree about something not to try to set up a community of support in favour of our own position amongst people who are important to the children. We acknowledge that, if daycare providers or family take sides against one of us in front of the children, this will be harmful to the children.

### **Ongoing changes and dispute resolution**

7. We agree that we cannot design a final agreement now about how the children will spend their lives with us because their needs and our ability to meet those needs will change. We agree to talk with each other at our regular co-parenting meetings about those changing needs and to continue to reassure each other of the value we place on the other's involvement in the children's lives. If we cannot agree, we will involve a co-parenting advisor to help us work it out. While from time to time we may seek legal advice, allowing our lawyers to become adversarial or going to court will be the very last step and one not taken without first trying mediation with a qualified family mediator.

### **Agreements**

There are some things we can agree on at this time and they are as follows:

### **Primary Residence**

8. Since Joe's work takes him away from home for long hours, the children will reside primarily with Sally. This may change if Joe's work changes and as the children grow older.

### **Time with Joe**

9. The children will be with Joe on Wednesday nights. He will pick them up from Sally's at 4:30. She will pick them up from his apartment at 7:30 if he has an early start the next day, otherwise they will remain with him overnight. He will drop them off at school or daycare and Sally will pick them up from there.
10. The children will also be with Joe every Friday night and no fewer than two Saturday nights out of every month. He will pick them up from daycare/school on Friday. Sally will pick them up from Joe's apartment after dinner on Sunday nights.
11. Joe will spend Tuesday evenings alternately with each child to allow both children to have time alone with both parents. The children will not sleep over at Joe's on Tuesday nights. Pick-up and drop-off will be arranged the previous week by telephone no later than Sunday night.
12. Both Sally and Joe realize that changes to this schedule may occur. They will be flexible with each other and provide each other with as much notice as possible if a change is likely.
13. Sally and Joe acknowledge that the children need to feel at home with both parents. They will share jointly in the costs of purchasing extra toothbrushes, linen, pajamas, cuddly toys and extra "at home" things to a maximum of \$25.00 each to ensure that the children can feel that they now have two homes.

### **Child support**

14. Joe will pay child support to Sally according to the requirements of the Child Support Guidelines. We will share the costs of Jimmy's hockey league on a pro rata basis according to our incomes.

This year (1997) Joe will pay \$807.00 per month on the fifteenth day of each month in post-dated cheques made out for the next 12 months. The amount of support will be revisited if his income changes significantly and in any event no less than once a year on the 15th of January of each year when the parties agree to meet to review this agreement and make any changes which are required.

### **Holidays**

15. During Joe and Sally's holidays the children will be with each parent for no less than 10 days straight. The other parent is to have the opportunity to visit with the children during this period no fewer than 3 times. If the parent with the children takes the children out of town for any reason, they will ensure that they have the consent of the other to travel and will not spend more than 1 week away in total. Both will be reasonable with the other in ensuring that the children have the opportunity for time with each parent and with extended family and opportunities for experiences like camping and trips away. If either parent goes out of town with or without the children they will leave phone numbers where they can be contacted in case of emergencies.
16. This year the children will spend the first 3.5 days of spring break with Sally and the last 3.5 with Joe. They will spend the 20<sup>th</sup> to 24<sup>th</sup> of December until after dinner with Joe and the rest of the Christmas break with Sally. Joe and Sally agree to share a meal with the children on Christmas Day at Sally's sister's home and to give the children their gifts at that time. They agree that at least one gift will be jointly made to each child. They will alternate statutory holidays for the rest of the year beginning with Joe having them on Good Friday.
17. The children's birthdays this year will be celebrated as part of a family meeting. The gifts will be decided upon at the co-parenting meeting immediately before each birthday and jointly purchased and made. If the children have an additional children's birthday party, both parents will share the costs and the event will be scheduled so they can both attend.

### **Telephoning**

18. When the children are with one parent the other may telephone once a day if they wish. The children will be allowed to call the other parent. Frequency will be discussed as the children get older. If a child is calling to talk about a conflict with the other, they will be encouraged to work it out with the parent with whom they have the conflict.

### **Responsibilities while children with each parent**

19. Sally and Joe will do their best to be with their children when they have them in their care. They will take total responsibility for them. They will not allow the children to be exposed to second-hand smoke and will not drink alcohol until after the children are in bed and then in moderation.

### **Baby-sitting**

20. If one parent needs a baby-sitter they will offer the other parent the option of being with the kids. The children will remain at the home of the parent who requested the baby-sitting unless other arrangements are mutually agreeable.

### **School**

21. Jane will stay enrolled at Happy Bunny Preschool and Jimmy will stay enrolled at Ourtown Primary unless both parents agree that it is in their best interests to move them.
22. The schools will be asked to supply Sally with 2 copies of all notices. One will go to Joe. Sally will also make sure he gets a copy of all report cards. He will be informed of all parent-teacher meetings and will attend as many as possible.

### **Extra-curricular activities**

23. Extra-curricular activities will be discussed at co-parenting meetings. If one parent wishes to enroll a children in an activity during their time they may do so, providing the other parent does not dispute its benefit to the children. If both agree it is to the children's benefit, they will share equally in the costs.

### **Religious planning/needs**

24. Sally will take the children to St. Matilda's Church when they are in her care and she wishes to attend. When the children are with Joe he will affirm the importance of a spiritual life and take an active part in their spiritual education. Spiritual development will be a topic for discussion at co-parenting meetings whenever one parent wishes to raise it.

### **Medical/health care**

25. Both parents will keep the other informed of developments in the children's health and will consult with them before agreeing to have the children undertake any medical care other than that prescribed by Dr. Brown, the children's family doctor. Sally will make the appointments.
26. Joe will keep medical, dental and extended health care coverage current for the children under his employer's plan. Sally will remain the beneficiary for his employer's life insurance policy to provide her with income for child support if he dies.

### **Communication**

27. Sally and Joe acknowledge that communication between them is sometimes difficult. They agree to support each other in talking and listening to each other and the children for the sake of the children.
28. They agree to meet on the 15th day of January, April, July and November to discuss any concerns they may have about this Agreement or their co-parenting generally. This year they agree to have those meetings in the presence of their co-parenting advisor to assist them in staying on track and to talk through whatever difficulties they may have.
29. They agree to make themselves available on Sunday nights at 8:30 p.m. ( after the children are in bed) to talk about the schedule for the next week and any emerging concerns which ought not to wait until the next co-parenting meeting
30. Sally and Joe also agree that it is important to provide the children with the experience of being co-parented together sometimes. It is also important that the children have the opportunity to raise concerns and to have a forum in which to ask questions of both parents together. It is also important that the children see their parents acting appropriately when they are together. Therefore they agree:
  - a) to be courteous, respectful and gentle with each other in front of the children;
  - b) to be with the children together at important events such as soccer games, school presentations, birthday parties, Christmas meal, etc.;
  - c) to schedule and attend four family meetings a year approximately two weeks after each co-parenting meeting. Each parent will take responsibility for planning and “hosting” these events which will include a meal together on an alternating basis; and
  - d) to make notes in a book which will travel with the children and to which the children will be encouraged to contribute, of events and activities which occurred while the children were in their care, to allow the other parent to have information about the children’s lives without having to rely exclusively on the children for that information. This notebook will be factual and will not deal with any difficult emotions of the parents.

**Significant others**

31. Neither Sally or Joe will introduce the children to another potential partner as other than a friend until the relationship is a committed one. Before this happens they will notify the other parent of the pending introduction. Joe appreciates that since Sally has the children much of the time, she will need to get sitters if she wants to go out.

Signed after receipt of independent legal advice on \_\_\_\_\_ day of \_\_\_\_\_, 200x.

\_\_\_\_\_  
Sally Smith

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Joe Jones

\_\_\_\_\_  
Witness