

Child Support Agreement

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Disclaimer: The following sample child support agreement is intended only as a guide that may not reflect the needs of your situation. It should not be considered legal advice. We strongly encourage you to seek the counsel of a family law professional before committing to any child support terms.

_____ **(Mother)** and _____ **(Father)**, the biological parents (Parents) of _____
(Child), in the interest of cooperative parenting for the mental, physical, financial, and emotional well-being of our Child, enter into the following support agreement:

1. PHYSICAL RESIDENCE

- a. Child's residence
 - i. Mother shall have [sole/primary/shared] **physical custody** of Child [] **day(s) per week.**
 - ii. Father shall have [sole/primary/shared] **physical custody** of Child [] **day(s) per week.**
- b. Schedule flexibility
 - i. Each Parent shall make all best efforts to ensure timely exchanges of physical custody and promptly communicate any delays.
 - ii. Reasonable accommodations should be made to allow for special events, emergencies, family gatherings, holidays, and vacations.
 - iii. Parents agree to act equitably in creating a schedule for alternating physical custody for special events, emergencies, family gatherings, holidays, and vacations.
- c. Relocation
 - i. If either Parent relocates more than [] [miles/hours] **away** from their current residence, that Parent will notify the other Parent as far in advance as possible so both Parents can come to a new agreement for Child's physical residence so as to act in Child's best interests while causing the least amount of disruption in their established school, community, and relationship ties. Parents will also agree to a new residence and visitation schedule as defined in Section 1 (a) of this agreement.
 - ii. If Parents cannot come to a new agreement regarding Child's residence and visitation, they will use the conflict resolution methods defined in Section 4 of this agreement.

2. LEGAL CUSTODY AND DECISION-MAKING

- a. Legal custody

Parents will share legal custody of Child and cooperate in making substantial decisions for purposes such as education, medical care, or Child's general safety except when emergencies or exigent circumstances do not allow the Parents to confer, in which case the deciding Parent will act in the best interest of Child while doing their best to respect the other Parent's values.
- b. Consistent parenting practices

Parents will endeavor to maintain consistency in Child's daily routine—such as bedtime, electronics/media use, and meals/diet—as well as cooperate on and reinforce each other's appropriate discipline. These parenting practices shall be discussed regularly and renewed or altered as necessary.
- c. Education

As practically as possible, all decisions regarding Child's primary and secondary education shall be made in the best interest of Child and not the preference or convenience of either Parent.

Both Parents commit to providing Child with the necessary resources to meet their academic and learning needs. For private education, Parents will come to a separate agreement regarding enrollment and tuition.

d. Community, religious, and extracurricular activities

Both Parents believe that Child should be an active member of their community and will encourage and support Child's involvement in school, neighborhood, and civic activities. Parents agree to the role religion, spirituality, and culture will play in Child's life, including services and traditions. Parents further agree to permit and encourage Child to pursue a reasonable number of extracurricular activities to broaden Child's development.

3. CHILD SUPPORT AND EXPENSES

a. Management of child support

Parents will visit the SupportPay website (<http://supportpay.com/>) and both shall enroll in the program for at least a one-year subscription no later than ten (10) calendar days from the signing of this order. The parties shall thereafter use SupportPay.com for all child and spousal support payments including, but not limited to, the expenses listed in this section using the website's features. Parents' respective attorneys shall have "read-only" access to their accounts to ensure confirmation of timely payments. Neither party shall fail to renew the annual subscription to the website without a signed and filed stipulation by both parties or further order of court.

b. Day-to-day living expenses

While Child resides with either Parent, that Parent shall be solely responsible for regular daily expenses such as food, clothing, and entertainment. If Parents' custody arrangement or circumstances create a disproportionate financial burden on one Parent, such as one Parent having custody for 5/7th of the week, the other shall compensate them for one half of the added expenses.

c. Unusual large expenses

i. Family vacations

Child's expenses for vacations taken with either Parent will be the sole responsibility of that Parent unless alternative arrangements are made in advance.

ii. School/independent trips

For any optional school trips, summer camps, vacations with friends' families, or similar excursions that are primarily for the benefit of Child, Parents shall share equally in Child's expenses. If either Parent is required or chooses to accompany Child, that Parent shall be responsible for their own expenses.

iii. Big ticket items

Any items purchased for Child costing more than \$_____ that are neither considered gifts from either Parent nor exclusively for use and enjoyment at only one Parent's residence shall be shared equally between the Parents. Examples of such items may include a laptop computer, mobile phone, or automobile.

iv. Miscellaneous

Parents will make their best efforts to share equally or equitably in any unexpected large expenses not covered above.

d. Management of shared expenses

i. Medical/dental/vision

Deductibles and other costs not covered by insurance for regular and wellness medical, dental, and vision checkups and out-of-pocket expenses for medical or dental devices and glasses/contact lenses will be paid []% **by Mother** and []% **by Father**. If Child loses or breaks any of their medical or dental devices or glasses/contact lenses, out-of-pocket replacement expenses shall be _____.

ii. Educational

1. Primary and secondary

All normal and necessary expenses associated with Child's education, including uniforms, bookbags, lunch programs, and school supplies, will be shared evenly between Parents. Expenses for agreed-upon supplemental educational activities such as tutoring and field trips shall also be shared evenly. When Parents cannot agree on nonessential expenses, one Parent may choose to pay in full or refer the disagreement to the conflict resolution procedures outlined below.

2. Post-secondary

Parents agree that it is important for Child's education to continue beyond high school and intend to contribute to the cost of this education. Parents will establish a college fund and each will be responsible for monthly or annual contributions to be established in a separate agreement that will be updated annually. Parents' contribution to actual tuition, living, and miscellaneous expenses associated with post-secondary education not covered by Child's education fund will be addressed by a separate agreement at least six months (180 days) prior to Child's enrollment.

iii. Extracurricular

Parents agree to share equally the costs of Child's academic, artistic, athletic, or other extracurricular activities. If Parents cannot agree on the quality, quantity, or expense of any extracurricular activities, one Parent may choose to pay in full or refer the disagreement to the conflict resolution procedures outlined below.

iv. Miscellaneous

For all other common expenses benefitting Child not specifically covered above, Parents agree that it is in all parties' best interests to share the costs equally. When Parents cannot agree to share an expense, one Parent may choose to pay in full or refer the disagreement to the conflict resolution procedures outlined below.

e. Medical insurance

Parents will ensure that Child has continuous medical coverage until Child reaches age 26 or obtains their own medical insurance, whichever comes first. Child's medical insurance policy will be determined by which Parents' plan offers the most comprehensive benefits for the best price and any out-of-pocket cost will be shared by both Parents. If it becomes necessary to include Child on both Parents' plans to provide comprehensive coverage, Parents will share equally the total out-of-pocket cost.

f. Income tax

Parents will split Child care income tax benefits in proportion to their respective financial contributions.

g. Disability insurance

Both Parents will maintain disability insurance coverage.

h. Life insurance

Parents agree to purchase individual life insurance policies in the amount of \$ _____ naming Child as the sole beneficiary and maintain those or equivalent policies until Child reaches age 25.

i. Duty to inform

If either Parent experiences financial hardship due to unforeseen circumstances such as unemployment or catastrophic expenses and reasonably expects a delay or inability to provide for Child or reimburse the other Parent for Child expenses, they will take affirmative steps to notify the other Parent of the situation as soon as possible. Parents agree to make reasonable accommodations for each other in the event of temporary financial hardships. In the event of sustained financial hardship for one or both Parents, the Parents may choose to amend or supersede this agreement.

4. CONFLICT RESOLUTION

a. Guiding principle

Parents agree to make every effort to resolve all conflicts related to this child support agreement outside of the court system. Parents further agree to prevent or limit as much as possible Child's exposure to any conflict related to this child support agreement.

b. Procedure

i. Financial conflict

When Parents are unable to agree on expenses related to Child, they agree to use SupportPay's conflict resolution systems.

ii. Non-financial conflict

For non-financial conflict that cannot be addressed through SupportPay, Parents will arrange a three-person panel of arbiters consisting of one party chosen by each Parent and a third party agreed upon by both Parents. Should the conflict remain unresolved, Parents will meet with a professional mediator, the cost of which shall be shared evenly. Mediation shall be considered binding.

5. DEATH OR DISABILITY

a. Parents' wills

Both Parents agree to execute properly signed, witnessed, and notarized wills providing, via trust, for Child as primary heir or in equal proportion to any other existing or future natural children of either Parent, respectively. Parents' wills shall also set forth guardianship and arrangements in the event of their death.

b. Existing relationships

In the event of either Parent's death, the other Parent will make all best and reasonable efforts to ensure that Child's existing relationships with the deceased Parent's family and friends will not be interrupted and remain intact.

6. AGREEMENT PROVISIONS AND GOVERNING LAW

a. Periodic review and amendment

Parents agree to review the terms of this agreement on no less than an annual basis to determine if it continues to adequately address the then-current needs of Child. Either Parent may request clarification of the terms of the agreement or propose changes. If Parents cannot agree on proposed changes, they shall follow the conflict resolution procedures contained in this agreement. Any amendments to this agreement must be by mutual written consent of both Parents.

b. Governing law

This agreement is made in the [] and is intended to conform to the laws thereof, regardless of either Parent's current or future residence.

c. Effectiveness

This agreement shall remain in effect until voided or superseded in writing by both Parents or until Child reaches majority age.

d. Severability

If any clause herein is determined to be unenforceable, that clause shall be severable and the remainder of the agreement shall remain in effect.