

AGREEMENT FOR SHARED CUSTODY

Petitioner, _____[*petitioner*], and Respondent _____[*respondent*], are in the process of dissolving their marriage. In an attempt to provide for the best interest of their minor children, _____[*name children and state ages*] the parties voluntarily enter into the following agreement:

1. We believe that both of us are fit and proper parents to be awarded legal custody of our minor children, _____[*name child(ren)*].

or

1. The parties are both fit and proper persons to have the care, custody and control of the minor children, _____[*name child(ren)*].

2. We agree to advance the welfare and the best interests of our child(ren). We realize that our divorce may be a painful and traumatic event for them. We wish to try to reduce the trauma by demonstrating our continuing desire and ability to coparent. We agree not to undermine the respect and affection the children have for the other parent.

3. We believe it is in our children's best interests to share the physical and legal custody of our children.

or

3. Considering the best interests of our children, we agree to rest the physical and residential care of the minor children with _____[*specify parent*] with paternal access and parental rights in _____[*specify parent*] as specified in this document.

4. To provide for continuity during the school year, since _____[*specify parent*] intends to be living outside of the city limits, the residence of the children shall be with _____[*name*] from one week before the beginning of school until one week after school has terminated. _____[*Name*] will have the primary day-to-day responsibility for the guidance and upbringing of the children during the school year.

5. The residence of the children shall be with _____[*specify parent*] during the summer months from one week after school is out until one week before school begins. _____[*Name*] shall have the primary day-to-day responsibility for the guidance and upbringing of the children during that period.

6. During the time that the children's residence is with one parent, the other parent shall have the children for one overnight every weekend and during the

week as the children's schedules allow.

7. We both have the right to make major decisions affecting the children, including but not limited to: authorization for major medical or psychiatric care; educational placement; and religious training. We each have the right to receive and inspect all school and medical records. The parent having residential custody shall be responsible for taking the children to any regularly scheduled medical or dental appointments and for handling any medical and dental emergencies. In an emergency situation, the permissions of both parents are unnecessary.

or

7. We agree to consult each other frequently by telephone, in person or by correspondence to mutually agree as to the general health and welfare, education and development of our children. Both of us shall have access to medical and school records. The parent having physical custody of the children shall take the child to any medical or dental appointments.

8. From September through May of each year, _____[respondent] agrees to pay to _____[petitioner] the sum of \$_____ for the support of the children. From June through August _____[name of parent] will reduce the amount paid to \$_____ per month because _____ [he or she] will be paying child care and camp expenses for the children as well as buying their summer clothes. There shall be no further child support owed by either party to the other. All payments are due on the first day of each month.

9. We agree to review the support needs of our children annually. If adjustments need to be made upward due to increased needs of the children or increased resources for either of us, we will attempt to agree on increases. We will not reduce the amount specified in this agreement without the approval of the court.

10. _____[Specify parent] agrees to keep in effect the family health insurance policy provided by his/her employer. Should _____[name] change jobs or should the employer provide other health care options, _____[name] agrees to maintain health care benefits at least equivalent to those that existed on the date of this agreement. _____[Name] agrees to pay all medical and dental costs not covered by insurance. If either child needs orthodontic work, _____[name] agrees to pay the full costs.

11. We agree not to remove the physical custody of the children from this state without the permission of the other parent or court order. Notice must be given of any intent to move at least 21 days prior to the move and shall constitute a sufficient change of circumstances to allow modification of this agreement and

the court decree.

12. In the event we cannot agree on a matter involving the children, including any increases in support, we agree to contact the Dispute Resolution Center and apply for mediation of the dispute. If mediation proves unsuccessful, either of us may move for modification of the custody order as provided by the law of this state.

13. We feel that it is important for the children to know both sets of grandparents. Because _____*[specify parent]*'s parents live out of state, the parties agree that the children may visit the grandparents for one week in the summer at their home in Arkansas or in some other mutually agreed upon place. _____*[Name]* agrees to take the responsibility for making the arrangements and for paying for the transportation costs involved.

14. This agreement reflects our current feelings with respect to the best interests of our children. We want to remain flexible. We feel that if any of the following events should occur, either of us may ask to reconsider the existing custody arrangement in light of the new circumstances:

- a. One parent wishing to move from the state;
- b. Serious problems affecting the physical or emotional health of either of us or one of the children;
- c. Remarriage of either of us or cohabitation;
- d. A change in the development needs of the children.

[Petitioner]
[Attorney for Petitioner]

[Respondent]
[Attorney for Respondent]