

Hausfather/Jay/Kent Coparenting Agreement

8/13/17

Overview

This document describes an agreement between Zeke Hausfather, Avary Kent and David Jay to co-parent a child. It is our hope that articulating our shared values, shared intentions, and existing agreements in these pages will provide a useful reference for future conversations, and that regularly revisiting and adjusting these agreements will help to maintain healthy communication and decision making within our family. It should be noted that this is not a legally binding contract, even in places where financial systems are discussed, merely an informal statement of shared intention.

Intentions

It is the intention of the three of us (Zeke, Avary, and David) to serve as equal partners in raising a child. As of the writing of this document, this child is due August 30th 2017. It is the goal of all three parents to strive for equality in parental rights and responsibilities, financial contribution, decision making power, and legal status. We believe that having three loving parents in our child's life will allow us to more effectively nurture and support our child. We embark on this journey together after a long history of shared love, friendship, and intentionality.

Decision Making and Communication

It is our intention to make significant parental decisions by consensus wherever possible, prioritizing the best interests of our child. When a question is raised any parent may propose a solution, and every other parent may agree, stand aside, or block. If any one parent blocks, the decision may not move forward until an agreement has been reached. In the event of a block, all parents agree to put time and energy into reaching an agreement, relying on third party mediation if necessary (see "Disagreements" below.) Communication around decision making will take place in regular day-to-day communication, in a time set aside for family meeting once per week, and in additional times when needed. We hope to gradually include our child in this decision making process as they demonstrate sufficient maturity.

We trust one another to make minor decisions within established frameworks (for example, deciding what our child will eat within our agreements around a healthy diet.) Similarly we trust one another to make preliminary decisions if one or more parents are unavailable (for example, if a parent is travelling for work), provided that a good faith effort will be made to update and seek input from the absent parent as soon as possible. If a good faith effort has been made to communicate with absent parent(s), that lack of communication is not considered a block, and the available parent will use their best judgement. Major decisions, such as decisions about

child care, education, religious experiences, financial norms, living situations or location of the family, or non-emergency health care, should always be made with the consensus of all three parents.

While we seek consensus in questions of childcare, decisions about our personal and professional lives are held to a looser standard of strong advisement. Strong advisement means that we agree to seek input from one another around significant decisions that we make in our professional lives, personal projects, and close relationships, but we do not maintain the power to block one another from making these decisions. We commit to transparently discussing these decisions and their impact on our parental responsibilities before finalizing any major decisions, and to prioritizing our parental responsibilities when making significant life choices.

Finances

We have a shared intention of living together, and of equally sharing regular expenses for family meals, shared domestic goods, and day-to-day child-related expenses (diapers, etc.) These funds will be paid for from a shared account which will be contributed to equally by the three of us at the end of every month. Goods and services which are eligible for purchase from this account will be decided by consensus and reviewed and updated at family meetings. We agree to determine a minimum balance for the account to keep the account in good standing in case of emergency. Our intention is to set our standard of living and that of our child to one which will allow the parent with the lowest income to comfortably contribute their $\frac{1}{3}$ share, though we recognize that this may not always be possible. Maintaining discipline around these expenses will allow us to more effectively save for major expenditures.

Parental and Household Responsibilities

It is our intention to strive for an equal division of parental and household responsibilities. These responsibilities will be tracked in a way that is readily visible and discussed during weekly family meetings. When possible, we will reach an explicit agreement about the meaning of these responsibilities (e.g. a definition of what it means to clean the bathroom).

We recognize that some responsibilities may be imbalanced for a time (e.g. while the baby is nursing Avery will have a significant responsibility that Zeke and David will not, or should one of us be seriously ill) When this is the case we will seek to compensate by shifting other responsibilities (e.g. shopping, cooking, cleaning, etc.) When possible, we will seek to rotate responsibilities rather than maintaining separate domains. We also recognize that spending time with our child is both a responsibility and a parental right, and will strive to find a division of responsibility which allows all three of us equal opportunity to develop a parental relationship.

Discipline

We hope to provide our child with a clear and consistent set of rules which will allow them to develop a strong sense of personal responsibility. We intend to communicate decisions about permissions, discipline, etc so that our child receives consistent messages from all parents. We plan to limit junk food, and when treats are made available to ensure that they come equally from all three parents. We intend to give our child the freedom to make small mistakes, and to err on the side of inviting them into a position of responsibility when possible.

Family Time

We intend to both spend regular time together as a family and to facilitate regular one-on-one time with our child for each of us. We hold family dinners and bedtime rituals as especially important, and will strive to all be present for these rituals at least three nights per week. Because community is a core value of our family, we plan to welcome close friends and colleagues into these family dinners.

We will prioritize time in which our family can be together exploring the natural world scientifically, aesthetically, and spiritually. While we will spend some time together in front of electronics, we will endeavor not to make this time core to our experience of bonding.

Community

We believe that maintaining a diverse and thriving community will allow us to function more effectively as parents and provide numerous benefits to our child. We intend to extend limited parental responsibilities to some members of this community, such as regular assistance with childcare, though as of the writing of this document all formal decision making power will rest with the three of us.

We intend to structure parental responsibilities in a way that will allow each of us to maintain healthy personal relationships, both with members of our personal communities and with our committed partners. This includes regular time for Avary and Zeke to focus on their marriage as well as regular time for David to spend time with his romantic partner, Sophia, at least once per week.

Education

Education is a core value of our family, and something we intend to make a priority in our parental relationships and financial decisions. We hope to encourage our child to develop a strong sense of scientific curiosity and wonder, and will prioritize this development as we explore our parental relationships to our child.

Education expenses will come from a shared savings account that we will each contribute to variably based on income (see Finances section above.) These expenditures will be decided by consensus.

Child Healthcare

Our child will be added to whatever parent's insurance provides the best coverage at the best rate, as determined by consensus. This insurance will be covered as part of regular monthly expenses. All healthcare decisions are made by consensus unless there is an emergency in which one or more parents cannot be reached. In the event of such an emergency:

1. We will attempt to reach the missing parent(s) and include them in decision making as soon as possible.
2. We operate within a framework that we have previously agreed on for emergency medical care.

In the event that our child has an ongoing need for medical care we will seek to divide responsibility for that care as we have with other responsibilities above.

Relocation

It is our intention to parent in a shared residence in the San Francisco Bay area. This location offers compelling professional and education opportunities for our family, as well as an accepting environment for us to exist as a non-traditional family. We accept that we may each need to make personal and professional sacrifices in order to maintain our residence in the Bay area. We also accept that, in the event of extreme circumstances such as care of an aging parent or significant professional opportunity, it is within the rights of any one parent to request time away from the family unit or even to request that we consider moving to a different location. In the event that one parent needs to spend a substantial amount of time outside of the Bay area, good faith efforts will be made to allow that parent ongoing access to our child. Such a request will trigger significant in-depth communication, including the use of an outside counselor or mediator, to thoroughly explore all possible options and restructure parental responsibilities as necessary.

Disagreements

We believe that disagreements are a healthy part of any productive relationship, and intend to approach them with a stance of compassion and with a process of nonviolent communication. We commit to voicing feelings of concern when they arise, and to making time and space for these feelings to be voiced. In addition to holding weekly family meetings where these concerns can be raised, we commit to meeting with a family counselor at least quarterly in order to explore the ways in which our family is evolving and changing. In the event of a serious disagreement, such as a block in our consensus process that can not be efficiently resolved, we intend to utilize this outside counselor to ensure that the needs of all parties are being thoroughly explored.

In the event that this outside counselor cannot settle a disagreement, we plan to settle all additional disputes through a process of formal mediation. It is our intention to select a mediator for this purpose together before any such serious disagreement arises, and to set general guidelines for communication and decision making process. Further escalation to the court system will take place only in the event that one or more parents refuse any participation in this agreed-upon mediation process, or in the event of remaining intractable differences.

Loss of Ability to Parent

We acknowledge that any one of us may temporarily or permanently lose our ability to perform parental responsibilities due to a medical issue or some other unforeseen circumstance. We commit to supporting one another in such a scenario, and to reconfiguring our parental responsibilities through the decision making process defined above.

If one of us becomes unable to parent through circumstances outside of our control, we will enter a conversation both about the ways that our parental responsibilities might shift and about the additional support that may be required from the family. The person losing the ability to parent commits to continuing to parent to the best of their ability and to prioritizing their long-term health over their short-term parental responsibilities. The people maintaining their ability to parent commit to taking on additional parental responsibilities as needed and to respecting the agency of the person losing their ability to parent over the kind of care and support that they wish to receive.

In the event of incapacitation of both Zeke and Avary, they intend to give power of attorney over their financial, medical care, and child's medical care and wellbeing to David. Similarly, David intends to give similar power of attorney to Zeke then Avary in the same event.

Separation

Though we each make a lifelong commitment to parenting our child, we accept the possibility that in the future we may realize that separating from one another may be what's best for us and for our child. This separation might be final and permanent, or may be temporary or partial. For example, one of us may seek another nearby living arrangement, or one of us may seek to travel for several months for work.

In the event of a permanent separation, our intention is to begin mediated conversations about custody with a standard of an equal share of time and then communicate to determine the best interests of the child. We intend to continue a fair distribution for ongoing payments in support of our child.

Boilerplate

Future amendments or additions to this document will require express consent from all three parties. Should one section of this document ruled invalid or be violated it shall in no way invalidate other parts of this document.

Signed

Zeke Hausfather

Avary Kent

David Jay