

Anderson Plan (Example, Australia, Victoria 2007)

PARENTING PLAN

Between

Father's name	and	Mother's name
DOB		DOB
of Address		of Address
Date of Parenting Plan:		

Introduction

1. That the child named in this agreement, has the right to enjoy the love, care and affection of both her Mother, Father and other extended family members and to experience this in time spent with them; and
2. That this will contribute to the maintenance and enhancement of her self -esteem, social development, welfare, academic performance, personal empowerment, Christian faith, adjustment to and satisfaction with life, and the development of positive and realistic interactions with both families.

Children's issues

3. There is one child from the relationship, Child's Name, born at Hospital on the 20th of June 2003, aged 3 years and 11 months.
4. That both parents have joint responsibility for any and all matters relating to the long term care and development of the child.
5. That although the mother and father have joint responsibility for the long term care and development of the child, each parent will retain responsibility for the day to day care and welfare while the child is in their respective care.
6. That the child lives with the mother.

Times the child will spend with her father

7. Until the child reaches the age of 4 years and 3 months - 20/9/07

- (a) From 4:30pm until 6:30pm each Tuesday and Thursday.
- (b) Each alternate Saturday from 10am until 5:00pm.

(c) At all other times agreed to by both parties.

8. From 20/9/07 until 20/12/07

(a) From 4:30pm until 6:30pm each Tuesday and Thursday.

(b) From 10am Saturday until 5:00pm Sunday each alternate weekend.

(c) At all other times agreed to by both parties.

9. From 20/12/07 until 20/3/08

(a) From 4:30pm until 6:30pm each Tuesday.

(b) From 4:30pm Friday until 5:00pm Sunday each alternate weekend.

(c) For a period of five (5) hours on Christmas Day at times agreed by both parties, in default of agreement shall be between 1:00pm and 6:00pm.

(d) For a period of five (5) consecutive days during the normal Christmas school holidays at times agreed to by both parties, in default of agreement shall commence at 10am on Friday the 4th of January until 10am on Wednesday the 9th of January 2008.

(e) In the event that the times referred to in clause 9 (d) falls outside the alternate weekend time the child normally spends with the father, then this time will be suspended for the purpose of this holiday time and recommence 2 weeks following at 4:30pm Friday.

(f) At all other times agreed to by both parties.

10. From Tuesday 20/3/2008 until the child commences primary school

(a) From 4:30pm until 6:30pm each Tuesday.

(b) From 4:30pm Friday until 5:00pm Sunday each alternate weekend.

(c) For half of all normal school holidays as agreed by both parties when the father can be in substantial attendance; in default of agreement commencing at 5:00pm on the day after school breaks for the first half of the holidays.

(d) Due to the fathers current work commitments as the sole employed parent, there may be times when he is unable to be in substantial attendance during school term breaks. When this situation arises, if no other suitable family member, the Paternal Grandmother or the Paternal Aunt can be in substantial attendance, school holiday contact will be suspended and normal alternate week times will continue and;

(e) The father undertakes to give notice to the mother in writing 45 days prior to school holidays if he or those mentioned in 10 (c) will be unable to be in substantial daytime attendance as outlined in clause 10 (d).

(f) That the time the child normally spends weekly with the father be suspended during term break and will recommence on the first Friday of the new school term except in circumstances outlined in clause 10 (e).

(g) For a period of 4 hours on each of the children's and Father's birthday as agreed between the parties and in default of agreement, from 12 pm until 4:00 pm on the first Saturday immediately following the birth date.

(h) On father's day from 5:00 pm the evening before until 5:00 pm on the day it falls where Father's day falls outside normal fortnightly arrangements.

(i) For 5 hours on Christmas day, at times agreed to by both parties, in default of agreement will commence from 2pm until 7pm.

(j) At all other times agreed by both parties.

11. Once the child has commenced attending primary school

(a) From 5:00pm Thursday until 5:00pm Wednesday each alternate week.

(b) For half of all normal school holidays as agreed by both parties, in default of agreement commencing at 5:00pm on the day after school breaks for the first half.

(c) If the Easter school holiday falls outside the normal school term break, that a year about arrangement is entered into, commencing in 2009 or any following year it first occurs, with the mother.

(d) For a period of 4 hours on each the child's and Father's birthday as agreed between the parties and in default of agreement, from 12 pm until 4:00 pm on the first Saturday immediately following the birth date.

(e) Christmas and Boxing Day alternating each year at times agreed to by both parties, commencing Christmas day 2009 with the mother. In default of agreement time will commence at 10am and conclude at 7pm on either day.

12. That the times the child spend with the father be suspended:

(a) For a period of 4 hours on each of the children's and Mothers birthday as agreed between the parties and in default of agreement, from 12 pm until 4:00 pm on the first Saturday immediately following the birth date.

(b) On Mothers day from 5:00 pm the evening before until 5:00 pm on the day it falls where Mothers day falls outside normal fortnightly arrangements.

Education and School issues

13. That both parents be able to attend school, Pre-School at all times normally attended by parents, parent teacher nights, school concerts, sports days and the like and the father to provide the school, Pre-School with a number of stamped self addressed envelopes to receive copy's of all correspondence, school reports etc.

14. That both parents be placed on the school emergency contact list equally and in good faith and do all things possible to make joint decisions regarding emergency or other serious health matters.

15. That the child attends St Bridget's Primary School in Caulfield as the Mother's other children have done and remains there until she completes her primary school education.

16. That the parents choose the high school the child will attend jointly and with good will in her best interests giving regard to both parents ability to pay the fees required.

17. That the father will purchase additional school uniforms to be used while the child is in his care.

Health

18. That the mother and father do all things reasonable as soon as possible to provide details of all medical diagnosis and treatment in relation to the child while in their respective care.

19. That the mother and father do all things reasonable to ensure that they keep each other accurately informed of all things in regard to their state of health, especially where this would impact on her ability to care for the children.

20. That if either the mother or father, are incapacitated by injury or illness to a degree that would impact on their ability to care effectively for the child, then the children would be cared for by the other until that parent is judged medically fit to resume normal parental responsibility.

21. That save in an emergency, both parents do all things reasonable to inform the other in writing prior to making any decisions relating to major health or other concerns in relation to the children.

Times the child communicates with both parents

22. The child should be free to communicate with either parent by phone, email or other means at reasonable times of their choosing, however, both parents will refrain from contacting the child by phone or text more than twice per week, unless in an emergency, at times between 5:00pm and 5:30 pm or any other time agreed to by the parents.

Other issues

23. That in the event that the parents experience difficulty communicating over issues relating to the child, then a communication diary be jointly purchased and passed between the parents at changeover. Issues can be discussed in writing prior to relying on the default clauses contained in this agreement

24. That both parents refrain from passing messages through the child and use the communication diary with good will to communicate in regard to children's issues.

25. That both parents agree to attend mediation arranged by the father at the Frankston Family Relationship Centre in June to discuss and resolve children's issues

26. That either parent be notified in writing at least 30 days prior to any planned change of residential address of the child or proposed interstate travel and 60 days prior to any proposed overseas travel involving the child.

27. That neither parent will take the child to reside outside the state of Victoria or to a distance that would necessitate a change of school.

28. That the child should not be placed in the care of another person on an overnight basis without giving the other parent first priority.

29. That a review of this parenting agreement take place via professional mediation when the child reaches the age of 13, with a view to giving consideration to her wishes regarding the time she spends with both parents and her living arrangements.

30. That both parents agree to participate in and complete a parenting course which contains modules designed to help improve skills in co operative parenting after separation such as. (eg. GordonCare "Stand by Me")

31. That if a dispute arises between the parties over this agreement in the future, that both agree to act with good will and attempt to resolve issues through professional mediation prior to taking legal action.

32. That both parents have liberty to apply to court after due consideration of clause 31.

Child financial Support

33. As per Child Support Agency assessment.

signed..... Date.....
Father

signed..... Date.....
Mother

Father's solicitor or.....
Witness 1

Mother's solicitor or.....
Witness 2