Date: \_\_\_\_\_\_\_\_\_\_\_\_

This worksheet is a tool to help you to develop your Parenting Plan. Not everything will be relevant to your family or at this stage in your separation. Skip sections that are not relevant.

**What is a Parenting Plan?**

A Parenting Plan is a written, signed, and dated agreement about the care and welfare of a child made by their parents or others who have parental responsibility. A parenting plan must be made free from any threat, duress, or coercion.  
  
Other people, such as care givers can be part of a plan, if appropriate, but it is only a parenting plan if all people with parental responsibility have signed the plan.

**Parenting Plans and Parenting Orders**

Your Parenting Plan can replace the terms of a Parenting Court Order unless your court order says it can only be modified by another order.

The most recent Parenting Plan must be considered by a Family Court Judge if it is in the best interest of your child to do so.

**Review of your Plan**

Parenting Plans are intended to be reviewed and updated as your child grows or the situation of their parents’ change. It is normal that parenting plans are reviewed and updated regularly.

You can include a clause about regular review meetings in your plan. Some parents plan to review and update their Parenting Plan as often as their child grows in shoe size!

If you are communicating well, you can do the review of your Parenting Plan yourselves but if that is difficult you can ask for the help of a Family Dispute Resolution Practitioner to facilitate the conversation.

**Disagreements**

Sometimes parents disagree about what your court orders or Parenting Plan means or you can’t reach agreement when you attempt to review your Parenting Plan. Your parenting plan should have a clause about how you will try to reach agreement. This usually means that if agreement isn’t reached you will return to Family Dispute Resolution where the Family Dispute Resolution Practitioner will help you to discuss the issues in dispute and try to reach an agreement.

This document is comprehensive, but it still may not cover all the parenting arrangements your family needs. We encourage you to seek independent legal advice before signing a Parenting Plan.

**Best Interests of the Child –** this term has a special meaning in the Family Law Act 1975 and that meaning was changed in May 2024. This short video explains the 6 best interests of the child factors that need to be considered by parents and professionals.   
[The best interest of the child – Interact Support Inc](https://interact.support/family-law/parenting/the-best-interest-of-the-child/)

**Previous Parenting Plans or Parenting Orders**

This Parenting Plan is:

The first Parenting Plan we will make

Replacing Parenting Plan dated:

Replacing some or all of Court Orders – Order Number: Order Date:

**Family Violence Orders**

Protecting children and their care givers from abuse, neglect and violence is critically important. Even if the violence isn’t directed at children many studies have shown that it is harmful to children for them to be exposed to family violence or the consequences of it. Your parenting plan must take into account any family violence orders that are in place.

Is there a current family violence order?

If yes,

Type of order (interim or final):

Next court or expiry date:

What are the provisions:

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# The Parents and Children

This Parenting Plan is between the following people (the parties) for the following children.

|  |  |  |  |
| --- | --- | --- | --- |
| Full Legal Name: |  | Date of Birth: |  |
| Preferred Name: |  | **Birth Country:** |  |
| Living Address: |  | | |
| Postal Address: |  | | |
| Mobile Phone: |  | **Another Phone?** |  |
| Email Address: |  | | |

|  |  |  |  |
| --- | --- | --- | --- |
| Full Legal Name: |  | Date of Birth: |  |
| Preferred Name: |  | **Birth Country:** |  |
| Living Address: |  | | |
| Postal Address: |  | | |
| Mobile Phone: |  | **Another Phone?** |  |
| Email Address: |  | | |

**This parenting plan applies to the following children:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Child’s Full Legal Name | Gender | Birthdate | Age | Who do they live with? |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

This plan has been developed through the following process:

Between the parents alone

Through a [Family Dispute Resolution process](https://interact.support/family-dispute-resolution/)

Through lawyer negotiation

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Parental time with the child(ren)

What is the regular schedule of time the child spends with each care giver?

The next page gives you space to record information about changeovers.

Are the arrangements going to be the same for each child or different? If different copy the table and make one for each child.

## Where does (child’s or children’s names) sleep at night?

Key: Use an initial or other code e.g. “M” for Mother and “F” for Father

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Week 1 | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
| Morning |  |  |  |  |  |  |  |
| Afternoon |  |  |  |  |  |  |  |
| Evening |  |  |  |  |  |  |  |
| Night |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Week 2 | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
| Morning |  |  |  |  |  |  |  |
| Afternoon |  |  |  |  |  |  |  |
| Evening |  |  |  |  |  |  |  |
| Night |  |  |  |  |  |  |  |

Is this a proposal or agreed? If not agreed, note down what has the other parent has proposed below:

|  |
| --- |
|  |

# Changeovers

Changeovers are times when the child(ren) move from the care of one parent to the other.

|  |
| --- |
| Location of pick-ups and method of pickups: |
|  |
|  |
| Location and method of drop-offs: |
|  |
|  |
| How we will let each other know if we are running late for a pickup or drop off: |
|  |
|  |
| Transportation arrangements for the child(ren) between us: |
|  |
|  |
| If one of us is unavailable for our time with the child(ren), who will care for them and how will this be explained to the child(ren)? |
|  |

Is all of the above agreed? If not list the points of disagreement below. Also list any issues e.g. inappropriate discussions or arguments in front of the child, refusal to politely acknowledge etc.

# Schedule of Regular Extra-Curricular Activities

Both parents encourage the child(ren) to engage in the following extra-curricular activities.   
Note what, when and how the child gets to the activity.

|  |  |  |  |
| --- | --- | --- | --- |
| Child 1: Activities: |  | Cost |  |
| Child 2: Activities: |  | Cost |  |
| Child 3: Activities |  | Cost |  |
| Child 4: Activities: |  | Cost |  |

Costs for extra-curricular activities to be shared as follows:

Party 1:  Party 2:  Both equally  Other:

|  |
| --- |
|  |

**Common agreements regarding extra-curricular activities**

1. Parents will respect each other’s time with the child(ren) and will not schedule activities on the other parent’s time without agreement from the other parent.
2. Parents will support their children’s need for friends and family connection by allowing them to attend social functions when possible.
3. Any restrictions to both parents attending a child’s extra-curricular activities?

|  |
| --- |
|  |

If you are using a calendar application to manage after school activities provide the details below:

|  |
| --- |
|  |

If not using a calendar application use the chart below to record each child’s activities and who will be the responsible care giver.

List the activities, location, start and finish times etc to make it clear who is doing what and when to support the child’s activities outside of school hours.

|  |  |  |
| --- | --- | --- |
| Child 1: | Where and When | Who and How |
| 1 - |  |  |
| 2 - |  |  |
| 3 - |  |  |

|  |  |  |
| --- | --- | --- |
| Child 2: | Where and When | Who and How |
| 1 - |  |  |
| 2 - |  |  |
| 3 - |  |  |

Copy and paste the tables for any additional children.

# Maintenance and Expenses

We understand that under the law in Australia we both have a responsibility for the care and welfare of our child(ren).

## Child Support

Child Support payments are to be paid:

in accordance with the amount assessed by the Child Support Agency

in accordance with a private agreement

# Supervision of the child(ren)

What happens if either you or the other parent is not able to look after the child(ren) at a time they are living with you or scheduled to spend time with you?

For example, if you have unavoidable work commitments, illness of the child or care giver etc

Number the options below in order of preference (if necessary)

go / stay with the other parent

be placed into childcare

be cared for by another person – who? What circumstances?

Who else is allowed to look after the child(ren)?

This can include grandparents and other relatives, babysitters, family friends etc

|  |
| --- |
|  |

# Childcare

Below are some examples of clauses parents use regarding child care. Which would be appropriate for your children or would you propose something else?

Each parent shall be responsible for making their own childcare arrangements for the temporary alternate care of the child(ren) (babysitting) when such care is needed. List any exceptions to this general rule below.

Each parent shall inform the other from time to time who is providing alternate care for the child(ren).

Each parent shall have the right to communicate with the person who is providing alternate care and contact information will be provided when practical to do so.

If the parent with whom the child is resident is going to be absent for a period of more than \_\_\_\_ hours, the other parent shall be given the right of first refusal to care for the child(ren).

List any exceptions to the expectation that each parent is responsible for child chare when the child(ren) are with them.

|  |
| --- |
|  |

# Other relationships

Parents will encourage and foster relationships of each child with other children, family members and extended family members.

## Significant other people

When can the child(ren) spend time with significant other people?

|  |
| --- |
|  |

If either of the parents should become incapacitated by reason of illness or misfortune, or if either of the parents should die, the remaining parent will ensure that the child(ren) shall continue to have contact with the extended family of the affected parent.

## Exceptions

Are there any specific people that either of you believe the child(ren) should not have unsupervised contact with? Make a note below if so.

|  |
| --- |
|  |

## Change of name

Neither parent shall change the given name or surname of the child(ren) without the written consent of the other parent.

## New partners/spouses

Parents will act with due consideration to how the child(ren) shall address a parent’s new partner or spouse (stepparent). Parents will discuss this issue with concern for confusion or loyalty issues.

# School / day-care

## Enrolment / Attendance

The child(ren) will be enrolled and attend as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Child 1: School |  | Grade |  |
| Child 2: School |  | Grade |  |
| Child 3: School |  | Grade |  |
| Child 4: School |  | Grade |  |

Some clauses parents use. Tick any that apply to your situation.

Party 1:  Party 2: to live in the catchment area of the local school.

The child(ren) will continue to attend their current schools and/or day-care as long as the parents are agreed

Party 1: will decide which school they attend or  Party 2: will decide what school they attend.

In the event that the school authorities should find that a child might be an exceptional student or a student with special needs, both parents shall have the right to attend and to be informed of any pertinent meetings or testing, or  Party 1: only, or,  Party 2: only.

The consent of  Party 1:  Party 2:  both parents shall be needed before any special recommendations can be instituted.

Both parents will be provided by the school with separate notices of events and report cards. In order for this to happen both parents will provide any authorisation or approvals necessary according to the policies of the child(rens) school(s).

In the event the school cannot provide separate notices,  Party 1:  Party 2: will undertake to notify the other of events and provide a copy of report cards within \_\_\_ days of receiving the information.

Both parents, or  Party 1: only, or,  Party 2: only, will have the ability to share in voluntary activities in the child's school life.  
  
If there is a restriction on both attending, both parents will be informed of any school trips or activities in which parental participation is desired, and they should discuss among themselves which one of them will attend.

If either parent is unable to decide which school related activities they will attend, they will alternate with Party 1: taking the first activity day in even numbered years and Party 2: taking the first activity day in odd numbered years.

The  Party 1:  Party 2: will be the first point of contact for the school.

Prior to graduation from High School, you will consult each other with respect to the post High School education of the children and costs if not otherwise determined.

## Special Education

Special education plans are as follows (if a child has special needs):

|  |
| --- |
|  |

## Pupil free days and child sick days

The parent who has the child on any school day the child can’t attend school will be responsible for arranging and paying for suitable childcare if child care is required

The parents will share the cost of child care in the following way \_\_\_\_\_\_\_\_\_\_\_\_ will pay \_\_\_\_\_\_% and \_\_\_\_\_\_\_\_\_\_\_\_ will pay \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_%

Other:

|  |
| --- |
|  |

# Schedule for School Holidays

|  |
| --- |
|  |

## Schedule for summer school holidays

The child(ren) will reside with  Party 1:  Party 2: during the summer holidays or

The child(ren) will reside with  Party 1:  Party 2: until \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)

in  even  odd years and the other parent until school starts.

Other:

|  |
| --- |
|  |

## Schedule for Easter holidays

The child(ren) will reside with  Party 1:  Party 2: during the Easter holidays in  even  odd years. Other:

|  |
| --- |
|  |

## Schedule for other school holidays

Each other school holiday the child(ren) will reside with parents as follows:

same as school year schedule

one week every parent

Other:

|  |
| --- |
|  |

# Special days

## Birthdays

1. Each parent will celebrate their birthday when next they are with the child(ren) or,
2. The parents will hold birthday parties for the child in alternating years, with Party 1: holding the party in  even  odd numbered years and Party 2: holding the party in  even  odd numbered years or,
3. Each parent will make their own arrangement, coinciding with the normal schedule of time with child(ren).

Other:

|  |
| --- |
|  |

## Schedule for other holidays

The residential schedule for the child(ren) for other holidays is:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Event | Party 1: | Party 2: | Odd Years | Even Years | Every Year |
| New Year’s Eve |  |  |  |  |  |
| New Year’s Day |  |  |  |  |  |
| Australia Day |  |  |  |  |  |
| Easter Friday |  |  |  |  |  |
| Easter Sunday |  |  |  |  |  |
| ANZAC Day |  |  |  |  |  |
| Mother’s Day |  |  |  |  |  |
| Father’s Day |  |  |  |  |  |
| Labor Day |  |  |  |  |  |
| Christmas Eve |  |  |  |  |  |
| Christmas Day |  |  |  |  |  |
| Other |  |  |  |  |  |
| Other |  |  |  |  |  |
| Other |  |  |  |  |  |
| Other |  |  |  |  |  |

For purposes of this parenting plan, holiday times will begin, and end as follows:

|  |
| --- |
|  |

Option for sharing long weekend holidays: The particular holiday in question will be simply added to the weekend upon which it falls and be spent with whichever parent already has the children that weekend.

# Safety rules

Can the child ever be left home alone? If so at what age?

|  |
| --- |
|  |

Is the child allowed to catch public transport, fly or walk on their own? If so in what circumstances?

|  |
| --- |
|  |

Do you have any other safety rules that you think are important?

|  |
| --- |
|  |

# Religious upbringing

The following is acknowledged as the children’s faith:

|  |
| --- |
|  |

If the children are part of an agreed congregation or place of worship, enter the name or place here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The parents will continue, where agreed, to continue with worship or religious instruction.

If not in agreement,  Party 1:  Party 1: or  we will attend Family Dispute Resolution to determine religious affiliation and participation.

Before any change in the religious affiliation of the child(ren), the parents will consult in advance and attempt to reach an agreement with respect to any such change.

# Cultural heritage

The following is acknowledged as being important to the child’s cultural identify and heritage.

|  |
| --- |
|  |

# Parental behaviour and child development

Party 1: and Party 2: will treat each other with respect and show the children that we can put their needs first by being civil when we speak to and about each other.

We will shelter our children from conflict and do what we can to provide them with a loving, stable, consistent and nurturing relationship with each of us and our families.

That means:

* We will not speak derogatorily of each other or the members of the family of the other,
* We will not cause the child(ren) to be drawn into any dispute regarding decisions affecting the child(ren) nor use the child(ren) to attempt to negotiate on our behalf with the other parent
* We will not attempt to influence the child(ren) to the detriment of the other
* We will make parenting decisions and not place the burden on our child(ren)

We will consider undertaking post separation parenting classes, courses, read books and reputable websites or participate in counselling in order to understand our children’s physical, emotional, psychological, spiritual or academic needs as may be required.

We will attempt to reach agreement about important aspects of our children’s growth and development and if we are unable to reach agreement respect that each parent is responsible to do the best they can when the child(ren) are in their care.

We will raise issues of concern about the children’s behaviour with each other and work together to assist our child(ren) if they are showing signs of stress or distress or they are not reaching their developmental milestones.

Other

|  |
| --- |
|  |

# Communication

The parents will communicate with each other through:

|  |  |  |
| --- | --- | --- |
| Method | Priority (number) | Notes |
| Telephone |  |  |
| Email |  |  |
| Communication book |  |  |
| Co-parenting app |  |  |
| Video |  |  |
| Face to Face: |  |  |
| Other: |  |  |

Communications will be brief and relate only to issues at hand.

Neither parent shall communicate in a discourteous manner with the other.

The communication book, emails or any other permanent record of communication may be used in mediation, arbitration or a court proceeding. As such, parents are advised to be cautious with respect to the content of the permanent record.

## Agreed contact with the child(ren)

The following is the agreement regarding contact with a child when a child is not in the care of that parent:

Unimpeded telephone conversations with each child at least \_\_\_\_\_ times a day/week at reasonable times and for reasonable duration.

The ability to send mail or email to each child that the other parent will not open or censor.

The ability to have a video meeting with the child at least ­­­­­­­­­­­\_\_\_\_\_ times a day/week at reasonable times and for reasonable duration.

## Regular discussions about the children

If you are going to have regularly scheduled discussions about our children list how and when this will occur.

|  |
| --- |
|  |

## Counselling and/or treatment plan (Parents)

One or both parents may acknowledge problems related to drugs, alcohol, violence, child management, etc. The following plan is agreed upon by the parents to address such issues:

|  |
| --- |
|  |

## Counselling and/or treatment plan (Child(ren))

Has the child(ren) been diagnosed with a mental health issue or risk or other issue requiring ongoing treatment? The following plan is agreed upon by the parents to address such issues:

|  |
| --- |
|  |

## Behaviour management

The parents agree on the following strategies for managing child(ren)’s behaviour:

|  |
| --- |
|  |

|  |  |  |
| --- | --- | --- |
| Bedtime on weekdays: | Bedtime on weekends: | Homework time: |
|  |  |  |

## Day-to-day decisions / daily needs

Each parent will make decisions regarding the day-to-day care and control of each child while the child is residing with that parent. Regardless of the allocation of decision making in the parenting plan, either parent may make emergency decisions affecting the health and safety of the child(ren).

When each child is in the care of a parent, that parent will insure the child will be properly groomed, fed, clothed and supervised. The child will be given proper physical care, health care and supervision as appropriate.

# Medical

The child(ren) shall be medically cared for by the primary care providers who shall be appointed by  Party 1:  Party 2:  both parents.

|  |  |  |
| --- | --- | --- |
|  | Phone Number | Primary Liaison Person |
| Doctor: |  |  |
| Dentist: |  |  |
| Orthodontist: |  |  |
| Other: |  |  |

If the child is sick the other parent will be informed in the following way or ways:

|  |
| --- |
|  |

## Medication

How will you ensure that medications are given appropriately?

|  |
| --- |
|  |

Other medical considerations (allergies?):

|  |
| --- |
|  |

## Agreements about medical care

Both parents will have the right to give consent to emergency medical/dental care during times that the child is in their care and control.

Each parent will inform the other parent of the extent and nature of the care and the extent and nature of the emergency as soon as is possible, but within \_\_ hours.

The parent who has the care of the child while the child becomes ill will inform the other parent of the nature and extent of the illness as soon as possible.

Both parents will have the right to be informed of any regular medical appointments that the child might have.  Party 1:  Party 2:  Both may attend regular appointments.

Both parents will have the right to receive from and give information to a medical professional (that includes other health care professionals such as nurses, physiotherapists, social workers, psychologists and others).

If the child needs to be referred to a medical specialist, the consent of  Party 1:  Party 2:  both parents will be needed to make the referral.

Both parents will have the right to be informed of any dental appointments that the child might have.

If the child needs to be referred to a dental specialist, the consent of  Party 1:  Party 2:  both parents will be needed to make the referral.

If there should be a need for the child to be referred to a practitioner skilled in social, emotional or behavioural problems, the consent of  Party 1:  Party 2:   
 both parents shall be needed to affect such a referral.

Both parents will have the right to participate in, consult with and be consulted by such a practitioner. The form that such participation or consultation should take shall be left to the judgment of the clinician.

The child(ren)’s health cards shall be held by  Party 1:  Party 2:

A copy of their Medicare card will be requested by both parents

# Special Other

## Special needs

In the event a child has special needs owing to a developmental, physical, psychological, learning, psychiatric, social, behavioural or emotional condition, such needs will be addressed as follows:

|  |
| --- |
|  |

## Mobility

We agree not to move more than \_\_\_\_  kilometre radius of each other or of this central location:

|  |
| --- |
|  |

## Travel

The child(ren)’s travel documents (Passport) will be held by  Party 1:  Party 2:

The child shall not be taken from the confines of their  State or  Australia without informing the other parent. The other parent shall be informed with \_\_\_\_\_\_\_\_\_\_\_\_ days/weeks’ notice of any intention to travel.

The child shall not leave the country without being fully covered by appropriate medical insurance.

The child should only be allowed to be taken out of the state or Australia in the following conditions:

|  |
| --- |
|  |

The parent with whom the child(ren) are traveling shall provide the other parent with a contact number where a message can be left or where he or she can be reached.

## Child(rens) toys – belongings – clothing

The parents recognize that the child(ren) may have particular attachments to certain belongings and will respect the child(ren)’s right to have such belongings transfer with them between parents.   
  
The parents agree to  share clothing or  each parent shall provide their own clothing for the child(ren).

Other:

|  |
| --- |
|  |

## Body enhancements/alterations

The parents will confer with each other and will not unilaterally allow or encourage body enhancements or alterations be it through surgical or non-surgical procedures, tattoos or body piercings, hair removal or hair colouring or tanning.

## Social media and devices

The parents will discuss access to the internet and social media and monitor use to assure appropriateness and safety.

The privacy of child-parent communications on such devices will be respected.

## Other provisions for decision making

The following special provisions apply to decision-making:

If either parent is impaired by drugs, alcohol, fatigue or any other condition that may affect care giving, parental responsibility or judgment whilst caring for the child(ren), then the other parent may assume sole decision-making authority for the duration of the impairment.

If either parent subjects the child(ren) to harm through neglect or abuse, then the other parent shall assume sole decision-making authority until the situation has been dealt with and until such time as there is reasonable grounds to assume such situations or behaviour are not likely to re-occur. Under such circumstances parents are obliged to inform child protection services as may be required by law.

# Dispute resolution

If the people making this plan are unable to reach agreement about the meaning of the terms or operation of this plan, we will attempt to resolve the agreement by arranging family dispute resolution.

We will determine the need for family dispute resolution in the following ways:

## FDR or negotiation

Either parent may determine if any of these strategies is necessary in order to resolve parenting issues, on the basis of  verbal,  written notice to the other.

Payment for Family Dispute Resolution will be made by  Party 1:  Party 2:  Both  The person initiating FDR or  The parent responding to the request for FDR.

If any dispute cannot be resolved by the parties though Family Dispute Resolution or lawyer negotiation, it may be resolved by a Family Court on application of either party.

# Review

As children grow, their needs change. Also, the circumstance or situation of parents can change. As such it will be necessary to review this Parenting Plan Agreement from time to time. The parents agree that either may request a review of this Parenting Plan Agreement. Suggested minimal guidelines for reviews are:

For children under 2 years of age, the plan may require review on a more regular basis, but generally of no longer duration than every 3 months.

For toddlers and pre-schoolers, the plan may be reviewed at intervals of no less than every 6 months.

For primary school aged children, the plan may be reviewed at yearly intervals.

For adolescent children, the Parenting Plan may alter quite regularly, but with less concern to the parent’s schedule and more concern with the adolescents’ schedule.

The parents agree NOT to use the process of review to simply undermine or interfere with the Parenting Plan as already established. Rather, review will be subject to developmental needs of the children or material change in a parent’s circumstance or situation that would make the present plan unworkable.

## Scheduled Review

We agree to review this plan in the following way / frequency.

|  |
| --- |
|  |

# Declaration and Signatures

We declare that this plan has been developed in good faith and is in the best interest of the child(ren).

I understand that the family court must consider the terms of our most recent Parenting Plan and our adherence to is should we go to court to request Parenting Orders at some time in the future.

|  |  |  |
| --- | --- | --- |
| *Name* |  | *Date:* |
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