



DECISIONS REGARDING CHILDREN FROM AGREEMENTS THAT WERE REACHED IN FAMILY DISPUTE RESOLUTION DURING THE DECADE 2006 - 2016

This document provides a small sample of decisions from agreements which were made during FDR mediation in my practice. The agreements were the result of participants' dedicated listening, clear explanations then consideration of options and reaching agreement for the future with care and consideration for all involved.

The decisions are posted with the intent that potential FDR participants may find it helpful to see a small sample of what can be the result of FDR mediation. A typical agreement has 10 to 20 decisions.

Please note that the decisions have been de-identified.

A and B agree that during the school holidays when C is with B, B will give A first refusal if he becomes unavailable to look after C.

B and A agree that A will consider asking B to care for C when she is unavailable to look after C.

A and B agree that C will spend approximately half of the April, July and October school holidays with each of his parents and that generally C will spend the final 3 days of each of those holidays with A.

B and A agree that from DDDD C will spend the first week of the April, July and October holidays with B except by arrangement with 3 months' notice.

A and B agree that at least 1 month before the school holidays they will arrange for C to spend approx. half of each holiday block with each parent.

B and A agree that they will communicate regarding C by email as needed, except in emergencies and for pressing issues when phone communication will be used.

A and B acknowledge that C and D's relationship with each other is very important.

B and A agree that the parent at whose household C is, is responsible for his day to day care, each commits to encourage C to contact the other parent.

A and B agree that each will have input in to major decisions regarding C's schooling.

B and A agree that C's surname will remain D until C reaches the legal age for making a decision himself.

A and B agree that in school term time they will continue to share the parenting of C. C will spend alternate weekends and one overnight weeknight in alternate weeks with B. On Fridays during the school term B will collect C from school between 3.30 and 6.30 from school or sport, as arranged and delivers C to school for Tuesday. B will collect C from school on alternate Tuesdays and return him to school on Wednesdays.



B and A agree that C will spend Father's Day with B and Mother's Day with A and that C will spend time with each of his parents on Christmas Day.

A and B agree that B will feed C the food that A provides or when A does not provide food for C, B will provide food C according to the guidelines provided by A.

B and A agree that they will review the current agreement at mediation in the week of _____.

A and B agree that all handovers will be child focused ie A and B will greet each other and make 'small talk'.

B and A agree that at least until _____ C will spend time with B as follows: Saturdays 10.30 – 11 to 6pm with drop offs and collections at _____, Fridays B to collect C from school at 3pm, A to collect C from _____ at 6.30pm.

A and B agree that B can ring C on A's mobile phone number on Tuesdays and Thursdays between 5 and 7pm.

B and A agree that C will remain living in the metropolitan area at all times at least until _____.

A and B agree that during the school holidays C can spend 3 to 7 days (yet to be agreed) with B in suitable accommodation which includes a bedroom for C and a bathroom under the same roof.

D agrees that he is available to be present for pickups and drop offs and during E's visits with B on Thursdays and Saturdays from 8.30-1pm from February to June if called upon.

B and A agree that if a health issue arises for C while C is with B that B will ring A.

A and B agree that the children can initiate liberal contact by VOIP , phone and email, and that the parent with whom the children are not living with will call the children at least once each weekend.

B and A agree that the children will be accompanied on the first leg of flights between 'other city' and Perth by a parent and that the children will travel accompanied by a flight attendant for the second leg of the flights to December YYYY.

A and B agree that where the children spend Christmas will be agreed at the latest 3 months before each Christmas.

B and A agree that they will continue to acknowledge all special days including Easter and family birthdays as they have been doing.

A and B agree that they will continue to keep the culture of each country present in their children's lives.

B and A agree that they will each pay child support as calculated by the Child Support Agency.

A and B agree to each research health insurance companies in 'other country' and Australia to identify the best possible arrangements for refunds for expenses, in particular for C's needs.

B and A agree that for medical expenses for the children where the total 'gap' payment per illness/medical intervention is greater than \$200 they will share the payment 50:50.



A and B agree that they will share the cost of the children's airfare between Perth and 'other city' 50:50, unless otherwise agreed.

B and A agree that the children will remain in Australia for YYYY and that during YYYY, at a time recommended by an agreed child psychologist no later than July YYYY, the children will move to 'other country' where they will live for approximately the same amount of time that they had lived in Australia from January YYYY.

A and B agree that over the Christmas period (Christmas Eve to Boxing Day) the children will spend at least 24 hours with each parent unless agreed otherwise by 30 November of that year.

B and A agree that they will review especially the living arrangements and also the financial arrangements for the children every 12 months.

A and B agree to continue to plan the time that C spends with B approximately six weeks in advance, in keeping with B's work roster.

B and A agree to vary the following agreements by arrangement when necessary and in C's best interests.

A and B agree that C will live with A.

A and B agree that C will stay overnight at this stage always with B and only at B's home or at B's parent's home or at B's partner's parent's home.

B and A agree that C will be collected and dropped off by B or D or E.

A and B agree that except by agreement, any change to the living arrangements of either parent will trigger a review of this entire agreement.

B and A agree to advise each other within a week of changing address.

A and B agree that each can visit C's new living arrangement with A or B within a month of there being new living arrangements.

B and A agree that as much as is possible C will spend part of each 'special day', namely C's birthday, B's birthday, A's birthday, Mothers' Day, Fathers' Day, Christmas, Good Friday, Easter Sunday with each parent and that this will be arranged at the regular six weekly planning sessions. It is further agreed that Grandparents can be invited to C's birthday parties and Christmas celebrations.

A and B agree that as much as possible C will spend her maternal grandparents' birthdays with A and her paternal grandparents' birthdays with B and that this will be arranged at the regular six weekly planning sessions.

B and A agree that C will be cared for by her parents or grandparents at least until she is three years old for periods of any longer than 30 minutes.

A and B agree that A will pursue enrolling C in the specified school.

B and A agree that A will organize for C to be christened as soon as possible and that B will participate in the arrangements and the ceremony as much as is possible.



A and B agree that C will remain in WA at all times until she is at least 5 years of age, unless varied by agreement.

B and A agree that they will advise the other if either is leaving the Perth metropolitan area overnight with C.

A and B agree that if either plans to become unavailable easily by phone they will advise the other with as much notice as possible.

B and A agree that for co-parenting discussions they will first jointly identify the issues for discussion then hear each other's concerns and points of view before starting to make decisions.

A and B agree that when future differences of opinion regarding co-parenting C arise, they will first attempt to resolve the differences between themselves in keeping with the spirit of this agreement. Each further agrees that for issues which may remain unresolved each will participate in an assessment of suitability for mediation if that is the preference of the other and this assessment of suitability for mediation will take place before any other steps involving a third party or parties are invoked.

B and A agree that they will each contribute to a communication book, phone each other and reply to phone calls and texts.

A and B agree that if both are living within 30 km of each other they will share the parenting of C approximately 50:50 and review the situation after six months.

B and A agree that if A returns to live in Perth that they will consider C spending over half her time living with B.

A and B agree that in the event of A's death, B will be C's primary caregiver.

B and A agree that in the event of A being unable to be C's full-time primary care giver, a mediation will be held to endeavor to reach an agreement re C's care.

A and B agree to continue to

- provide hand over bulletin and other updates as necessary by email
- advise each other of theirs and C's significant medical and other events as soon as possible.

B and A agree that B will provide a Christmas card plus cash to A for C and that A will pass it on to C, encouraging him to accept it in the way it is intended i.e. keep in touch.

A and B agree that A will explain what happened re B and C in mediation and ask C for suggestions to add to the list of options which may contribute to restoring/developing the relationship one day.

B and A agree that a joint weekly expenses fund will be established, contributed to at an agreed rate by each parent, for agreed children's expenses; receipts presented and accounts reconciled monthly.

A and B agree that each will pay child support at the rate set by the CSA.

B and A agree to establish a major expenses fund, for education and medical expenses, as part of the settlement.



A and B agree that they will contact the other to make significant medical decisions re the children and agree to notify each other by email re any visits to medical professionals.

B and A agree that they will send the children to private schools.

A and B agree that the children will have liberal contact with extended family members.

B and A agree that they each have moderate, mainstream Christian views and that they will encourage the children to maintain these.

A and B agree that they will check in and discuss boundaries for the children at least once per school term, in the final week of the term if not already taken place.

B and A agree that they will be supportive of each other's discipline.

A and B agree that the children's living arrangements will be as follows: shared care from 2010 and incrementally shifting to shared care from July – December 2009, throughout the year.

B and A agree that shared care means week and week about with changeover on Sunday afternoon between 4 and 6pm.

A and B agree that re public holidays and school holidays they will negotiate flexible arrangements to accommodate changes to routine.

B and A agree that the children will spend Mother's Day and Father's Day with A and B respectively.

A and B agree that they will celebrate the children's birthdays and extended family members' birthdays when the children are with them according to the regular routine.

B and A agree that on Christmas eve and Christmas morning A, B and the children will be at A's place and that the children will spend the time from Christmas Day afternoon to New Year's Day alternately with each parent, commencing with A in YYYY.

A and B agree that extended periods of time with each parent can be negotiated.

B and A agree that the items below are examples of co-parenting joint decisions

- Immunisation
- Schools
- Health treatments
- Childcare arrangements
- Parties – birthday
- Sleeping overnight
- Transport
- Bedtime
- Sports
- Extracurricular
- Sleeping, cot - bed
- Toilet training



A and B agree that they will each consciously and explicitly set a good example to D regarding consumption of alcohol.

B and A agree that neither will buy alcohol for D.

A and B agree that regarding D's expenditures they will collectively provide \$60/wk for budgeted items plus \$100 x3/yr for haircuts plus \$500 each half year for clothing.

B and A agree that they will start a discussion regarding buying a car when D has saved \$1000.

B and A agree that C will attend TTTT College from YYYY and that B will cover all fees and expenses.

A and B agree that C's enrollment at TTTT College will be completed as soon as possible after 25 August. YYYY.

B and A will each do what they can to ensure D's position at TTTT is resumed for YYYY.

A and B agree that when there is a difference in parenting, they will remind their children of "who's in charge" that day and add it to the "agenda" for a discussion with the other parent.