

STATEMENT OF FAMILY ADVOCATE / SOCIALWORKER / PSYCHOLOGIST
SUITABLY QUALIFIED PERSON / APPROPRIATE PERSON

(In terms of Section 34 of Act 38 of 2005 and Registered in terms of Regulation ____ of the abovementioned Act)

I _____(Name and Surname)

- Family Advocate at the abovementioned High Court / Divorce Court / Children’s Court.
- Social worker registered as such at the Social Work Council under registration number _____.
- Psychologist registered to practice as such at the Medical and Dental Council under registration number _____.

Hereby confirm that the parenting plan annexed hereto between:

and

(insert names of parties)

was prepared with my assistance and that it complies with the best interests of the child/children

(insert Full names of child/children).

SIGNED:

DATE:

PARENTING PLAN AGREEMENTS

(As stated by Section 33 of Act 38 of 2005 and registered in terms of Regulation ___ of the abovementioned Act)

We _____ and _____
(parent's name) (parent's name)
are the parents of:

1. Name of Child: _____
Date of Birth: _____
Identification Number: _____
Identification Number: _____

INTRODUCTION

We recognize the importance of our parenting in the life of our child(ren) and our obligation in law to ensure their welfare. We undertake this Parenting Plan as part of our commitment to ensure that our child(ren) will be brought up with love and care. We both want our child(ren) to experience stability consistency and continuity during their childhood, adolescence and young adulthood. We recognize the important and continuing relationship which we must have with our child(ren) and the need for each of us to encourage appropriate, proper and suitable arrangements for that relationship to continue.

We acknowledge the importance of each other's commitment to our child(ren) and agree to support one another as parents.

JOINT DECISION MAKING AND SHARING IN PARENTING

We recognize that parenting has both responsibilities and rights. It is important for our child(ren) that we both have input into all major decisions regarding the care, welfare and development of our child(ren). We will confer and co-operate on those decisions, including those on living arrangements, health, education, financial obligations, legal matters and discipline.

We accept the responsibility of making our decisions co-operatively and in the best interests of the our child(ren). We agree that in all our actions in relation to the child(ren) the welfare of the child(ren) will be of paramount importance and continuing consideration.

We agree that we will consult with our child(ren) at various stages when making significant decisions about their welfare.

We agree that if a conflict arises over our child(ren) upbringing, such as health, welfare, education or child support issues, which we cannot solve ourselves in a constructive and negotiated way, we will make every effort to resolve the conflict through a co-operative process using counseling or mediation to resolve the issue.

RECOGNISING AND PROTECTING OUR CHILDREN'S RIGHTS

We recognize our child(ren) rights to:

- Be treated with respect as a human being
- Adequate food, shelter and clothing
- Emotional and physical safety, stability and security
- Feel loved by both of us
- Know, and be cared for by, both of us
- Develop independent and meaningful relationship with each of us
- Have frequent and continual contact with both of us.

By acknowledging our child(ren) rights we accept responsibility for protecting them.

To protect our child(ren) rights we agree to:

- Foster the love, affection and respect of our child(ren) for each parent.
- Co-operate with each other to make decisions in our child(ren)'s best interests
- Consult with our child(ren) where appropriate
- Share the duties and responsibilities for our child(ren) care, welfare and development.

1. NAMING

Our child(ren) is/are named:

She/He/They are to be known as:

Each of us will refer to the other as the child(ren)'s mother or father (*unless otherwise agreed*).

Provisions about Naming (*including name changes, shortening of names, nicknames etc.*)

Religious Naming:

Cultural Naming:

2. **RELIGION/FAITH**

Mother's Religion/Faith: _____

Father's Religion/Faith: _____

Child(ren)'s Religion/Faith: _____

Special Provisions About Religion/Faith

Religious Instruction such as school religious instruction, Sunday/Saturday School:

Religious Observance:

3. **HEALTH AND EMOTIONAL WELL-BEING**

We will foster good health and emotional well-being in our child(ren).

To ensure this we will:

- Make joint decisions about our child(ren)'s health and emotional well-being.
- Agree not to denigrate each other in our child(ren)'s presence.
- Ensure that our child(ren)'s milestones (for example birthdays) will be acknowledged whether they are living with one or both of us.
- Share decisions about major health and emotional well-being issues (for example counseling, medical and health issues).
- Keep ourselves and each other informed about our child(ren)'s health status.
- Inform each other about things which affect our child(ren) health and emotional well-being such as accidents or major illnesses.
- Inform those who may take on the care, education or treatment of our child(ren) of any important medical information.
- Share the care of our child(ren) should they become sick or otherwise incapacitated.

Provisions About Health and Emotional Well-Being

We agree that our child(ren) will be brought up according to the following principles:

- _____
- _____
- _____
- _____
- _____

We agree that there is a very fine line between corporal punishment and child abuse and we take responsibility for disciplining our child(ren) in the following way:

Special Needs (*medical etc.*):

In case of emergency situation:

- Medical Doctors Nominated:

- Hospitals Nominated:

- Medical Aid / Hospital Plan:

4. **LIVING ARRANGEMENTS**

We will ensure that living arrangements are made in the best interests of our child(ren) taking into account our abilities, both separately and together, to provide the best possible care and upbringing for them.

We agree that, without the permission of both parents, our child(ren) will not be taken out of Gauteng or any other area upon which we have agreed.

We agree that in the event of the death of one of us, the other parent will assume full responsibility for the care of our children.

Provisions About Living Arrangements

Residence (*where our child(ren) spend the majority of time:*

_____ (Province) _____

Contact with Other Parent (list days and arrangements applicable to the following):

Special weekday / weekend arrangements (include times of collection and return):

Special Days such as Mother's Day, Father's Day, Christmas Day, birthdays (include times of collection and return who will collect and who will return):

5. **EDUCATION**

Our child(ren) will be educated at least to the legal minimum requirements and preferably to the level of their ability. (See Section ___ of the Educational Act, Act 104 of 1994)

We will:

- Encourage them to pursue their educational interests and enthusiasms
- Support our child(ren) in their education: financially, morally and emotionally
- Ensure that we provide the most appropriate educational opportunities for our child(ren), whether we live separately or together
- Supervise and support homework, home study and practice

Each parent has the right to participate in activities and receive information regarding our child(ren)'s education. We will pass on to each other any information we receive about our child(ren)'s education and share any associated costs, such as postage or photocopying, of providing this information.

Provisions About Education

Public/Private School System:

Primary School Education:

Secondary School Education:

Post-Secondary Education:

Tertiary or Vocational Education:

Financial Commitments to education:

Life Skills Education (Including sex, sexuality, Cultural and relationships education):

Ethical/Moral Upbringing:

Extra Cultural Activities:

Other Activities, such as sports, music:

6. **FAMILY AND EXTENDED FAMILY:**

We agree:

- That our child(ren) will have connections with their immediate and extended families
- To support and encourage love in the family unit without bias about how the family unit is constructed
- That the child(ren) will have regular and ongoing contact with their grandparents and members of each parent’s extended family by visits or telephone.

Provisions About Family Contact

7. **MAINTENANCE**

(See Section ___ of the Maintenance Act 85 of 1995 as Amended)

We accept the financial responsibility for bringing up our child(ren) and agree that we will take account of the proper needs of our child(ren). We undertake to ensure that our child(ren) will be cared for to the best of our financial resources. We agree that we will share equitably in the support of our child(ren) and that we will jointly make financial decisions about our child(ren) whether or not we each contribute equally in financial terms to their support.

Provisions About Maintenance

8. **DEATH OF PARENTS**

We agree that, in the event of the death of one of us, the surviving parent will assume full responsibility for the care, welfare and development of our child(ren).

We agree that the surviving parent will try to ensure that our child(ren) have continuing contact with the other parent’s extended family.

Provisions About Residency

Provisions About Future Maintenance

We agree that, in the event of the death of both of us, our child(ren)'s guardian will be requested to ensure that our child(ren) have continuing contact with both of our extended families

We agree that, in the event of the death of both of us, the following provisions will apply until our child(ren) reach the age of 18 years:

Provisions About Parental Responsibilities

Provisions About Maintenance

Other Provisions. *(such as principles on which our child(ren) are to be raised and who will be responsible therefore)*

9. COMMUNICATION, CONSULTATION, INFORMATION SHARING AND CONFLICT RESOLUTION

We agree to:

- Share information about our child(ren) in a way which will minimize conflict
- Resolve conflict constructively, co-operatively and in the best interests of our child(ren).

If we experience a conflict over the parenting of our child(ren) which we cannot resolve ourselves, we will seek counseling or mediation to resolve the issue and in this regard nominate _____ or any other person nominated by the Office of the Family Advocate.

Provisions About Information Sharing *(include how and that information will be shared)*

Provisions About Resolving Conflict *(specify the counseling or mediation service you will use)*

10. **RE-EVALUATION OF THE PARENTING PLAN**

We agree to review this Parenting Plan:

- As our child(ren)'s needs and/or circumstances change
- As our needs as parents and/or circumstances change

We agree to do this together or together with a mediator.

Provisions About Re-evaluation, *such as at regular development stages*

Changes to the Parenting Plan

Changes to the Parenting Plan will be made only when we both agree. If any disagreements arise over changes to the Parenting Plan, then a co-operative process like mediation will be used to resolve them.

PARENTING PLAN AGREEMENT

We are both in possession of all of the necessary information about the Parenting Plan.

We agree that this copy of the Parenting Plan will be kept:

at _____
by _____

We acknowledge that we need to implement the Parenting Plan in both practice and spirit for the well-being of our child(ren) and ourselves.

We agree that if we wish sections of this Parenting Plan to be made legally enforceable we will each consult a solicitor for advice.

Provisions About Legal Enforceability

We agree to sign the Parenting Plan as a record of our intentions jointly as parents of our child(ren) to ensure their best interests in all aspects related to their care, welfare and development.

We have each carefully considered the provisions contained in the Parenting Plan and exercise our informed choice by signing it.

_____	_____
(Name)	(Name)
_____	_____
(Signature)	(Signature)
_____	_____
(Date)	(Date)

If mediated, which person or persons as Required in terms of Section ___ of the Children's Act 38 of 2005:

REGISTERED BY THE _____ OFFICE OF THE FAMILY ADVOCATE

DATE:

SIGNATURE: _____

Family Advocate duly appointed in terms of