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**IN THE CHEHALIS TRIBAL COURT
CHEHALIS INDIAN RESERVATION
OAKVILLE, WASHINGTON**

In re the Custody of:

DOB:
DOB:
DOB:
DOB:
DOB:

Petitioner,

and

Respondent.

No. CHE -

**PROPOSED PARENTING PLAN,
VISITATION SCHEDULE & CHILD
SUPPORT**
 TEMPORARY
 PERMANENT

I. LEGAL DOCUMENT

This is a legal document. Your Attorney or Spokesperson should be consulted if you have questions about this form or its effects on your legal rights.

II. IDENTIFICATION OF THE PARTIES

2.1 Mother: _____

Address: _____

Tribal Affiliation: _____

Date of Birth: _____ Place of Birth: _____

2.2 Father: _____

Address: _____

Tribal Affiliation: _____

Date of Birth: _____ Place of Birth: _____

2.3 The parenting plan applies to the following children:

2.3.1 Name of Child: _____

Address: _____

Tribal Affiliation: _____

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Date of Birth: _____ Place of Birth: _____

2.3.2 Name of Child: _____

Address: _____

Tribal Affiliation: _____

Date of Birth: _____ Place of Birth: _____

2.3.3 Name of Child: _____

Address: _____

Tribal Affiliation: _____

Date of Birth: _____ Place of Birth: _____

2.3.4 Name of Child: _____

Address: _____

Tribal Affiliation: _____

Date of Birth: _____ Place of Birth: _____

2.3.5 Name of Child: _____

Address: _____

Tribal Affiliation: _____

Date of Birth: _____ Place of Birth: _____

III. EXISTING LIMITATIONS

3.1 Check one:

There are existing special limitations or special provisions concerning the non-custodial parent's contact with child. These limitations or provisions were put in place as follows and for the following reasons:

There are no special limitations or provisions concerning the non-custodial parent at this time.

3.2 Reason for Limitations

- Alcohol Abuse
- Child Abuse
- Domestic Violence
- Mental Illness
- Physical Illness

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- Refusal to perform parenting functions
- Willful abandonment of child
- Kidnapping or denial of access child
- Severe conflict with spouse
- A parent has withheld from the other parent access to the child for a protracted period without good cause.
- Other:

IV. PROPOSED LIMITATIONS

4.1 Check one:

- Proposed special limitations or provisions on non-custodial parent’s contact with child are as follows:

- There are no proposed limitations at this time.

4.2 Reason for proposed limitations

- Alcohol Abuse
- Child Abuse
- Domestic Violence
- Mental Illness
- Physical Illness
- Refusal to perform parenting functions
- Willful abandonment of child
- Kidnapping or denial of access child
- Severe conflict with spouse
- A parent has withheld from the other parent access to the child for a protracted period without good cause.
- Other:

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4 **V. DESIGNATION OF CUSTODIAN**
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6 The children named in this parenting plan are scheduled to reside the majority of the time with the [] mother []
7 father. This parent is designated the custodian of the child(ren) solely for the purposes of tribal, state, and federal
8 statutes which require a designation or determination of custody. This designation shall not affect either parent’s
9 rights and responsibilities under this parenting plan.
10

11
12 **VI. DECISION-MAKING**
13

14
15 6.1 [] Each parent shall make decisions regarding the day-to-day care and control of the child while the child is
16 residing with that parent.
17

18 6.2 [] Regardless of allocation of decision making in this parenting plan, either parent may make emergency
19 decisions affecting the health or safety of the Children.
20

21 6.3 Major decisions regarding each child shall be made as follows:

22 6.3.1 Education:

23 [] Mother [] Father [] Both parents together

24 6.3.2 Non-Emergency Care:

25 [] Mother [] Father [] Both Parents together

26 6.3.3 Religious Upbringing:

27 [] Mother [] Father [] Both parents together

28 6.3.4 Other Types of Decisions:

29 [] Mother [] Father [] Both parents together
30

31 6.4 [] Special Provisions for decision making if parents cannot agree:
32

33 **See Section VIII.**
34
35

36 **VII. RESIDENTIAL PROVISIONS**
37

38 The following provisions provide where the child(ren) will live and what contact they will have with each parent. The
39 parents can by agreement change the following dates and times but any agreements should be signed, dated, and in
40 writing.
41

42 7.1 School Year Schedule:

43 7.1.1 The School Year Schedule begins one week before the beginning of the child(ren)’s school year
44 through the end of the school year. If the child(ren) are not in school the schedule runs from
45 September 1st through May 31st.
46

47 7.1.2 The Primary Custodian shall be: _____
48

49 7.1.3 The Child(ren) will spend school year weekdays with _____
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7.1.4 The Child(ren) will spend ____ (number) of weekends each month during the school year with _____, from _____ (day of week) at _____ (time) to _____ (day of week) at _____ (time).

7.1.5 Special provisions concerning school year visitation schedule are as follows:

7.2 Summer Schedule:

7.2.1 The Summer schedule begins the Saturday following the end of the Child(ren)'s school year and ends one week before the beginning of the next school year. If the Child(ren) are not in school, the schedule runs from June 1st through August 31st.

7.2.2 The Child(ren) will spend the summer with the _____ except as follows (specify dates and times):

7.3 The Child(ren) will spend Special Days and holidays with each parent as follows:

<u>Special Day</u>	<u>Mother</u>	<u>Father</u>	<u>Alternate Years</u> (specify which parent has odd and even year visitation)
School Spring Break			
School Christmas/Winter break			
New year's Day			
Martin Luther King Day			
Presidents' Day			
Easter			
Memorial Day			
July 4 th			
Labor Day			
Thanksgiving Day			
Christmas Eve Day			
Christmas Day			
Mother's Day			
Father's Day			

1	Mother's Birthday			
2				
3	Father's Birthday			
4	Child(ren)'s Birthday (name below):			
5				
6				
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12	Other Special Days:			
13				
14				
15				
16				

17
18 7.4 Transportation of Child(ren) between parents will be provided as follows (such as, cost of airfare, bus fare,
19 which parent is responsible for transporting children):
20
21
22
23

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25 **VIII. DISPUTE RESOLUTION IN IMPLEMENTING PLAN**
26

27
28 8.1 When mutual decision making is designated, but cannot be achieved, the parties shall make a good faith
29 effort to resolve the dispute through the following dispute resolution process (such as, arbitration, mediation,
30 counseling, court):
31

32 arbitration by _____

33 mediation by _____

34 counseling by _____

35 Chehalis Tribal Court.
36

37 8.2 When disputes arise, preference shall be given to carrying out the existing Parenting Plan.

38 8.3 Unless an emergency exists, the parent shall use the designated process to resolve disputes relating to
39 implementation of the Parenting Plan (except those relating to financial support).
40
41

42 **IX. CHILD SUPPORT**
43

44
45 9.1 Not addressed by this Court; support is being collected by the State of Washington.

46 9.2 The parent(s) _____ and _____
47 have no (\$0.00) back child support obligation.
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9.3 The parent(s) _____ and _____
have no current child support obligation (\$0.00) accruing. The Tribe or either parent may petition the
Chehalis Tribal Court at a future date if the above named child(ren) is/are in need of financial support from
either parent.

9.4 The parent _____ owes \$ _____ in
back and accrued child support.

9.5 Future Child support obligations are as outlined below:

9.5.1 Paying Parent:

Name: _____

S.S.#: _____

Monthly Gross income: _____

Employer: _____

Employer's Address: _____

9.5.2 Receiving Parent:

Name: _____

S.S.#: _____

Monthly Gross income: _____

Employer: _____

Employer's Address: _____

9.5.3 The amount to be paid for child support is _____ total per month. The total
consists of monthly support for each child as follows:

9.5.4 Child Support shall terminate when the Child reaches the age of eighteen (18) years, or when child
graduates from High School, whichever is later.

9.5.5 Payment shall be paid to: _____.

9.6 _____ shall pay _____% of health care; the other parent
shall pay the remainder.

9.6.3 The above named Child(ren) is eligible for Indian Health Service medical coverage. No additional
requirement of health insurance is imposed at this time.

9.7 The current monthly day care expenses of the Child(ren) are: _____.
_____ shall pay _____% of day care; the
other parent shall pay the remainder.

9.8 Provisions, if any, for support for post secondary education are as follows:

1
2 9.9 Other costs or special needs:
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8 9.10 Both parents shall notify the Court Clerk or Washington State Support Registry of any changes of address
9 or employment depending on to which child support is to be paid.

10 9.11 Both parents are ordered to maintain any health insurances on the minor child(ren) which is available
11 through present or future employment or other organization, provided that the employer or other organization
12 pays part or all of the premium.
13

14 9.12 Tax Exemptions: Each Parent shall have the right to claim the Child(ren) as exemption(s) for Federal
15 Income Tax purposes as follows:
16

17 Father: _____

18 Mother: _____
19

20 Provided, however, that the parent required to pay support may claim exemption(s) for Federal Income Tax
21 purposes only if he/she is current in payment of support, and provided further, that the parent receiving child
22 support shall annually sign the necessary consent forms to permit the parent required to pay support to claim the
23 Child(ren) as exemption(s) for Federal Income Tax purposes.
24

25 **X. COMPLIANCE WITH THIS PLAN AND RESTRAINING ORDERS**

26
27 10.1 If a parent fails to comply with a provision of this Plan, the other Parent's obligation under the Plan are not
28 affected.
29

30 10.2 A petition for a restraining order has has not been filed against the respondent. A petition for a
31 restraining order has has not been filed against the petitioner.
32
33

34 **XI. JURISDICTION**

35
36
37 This court shall have continuing jurisdiction over the welfare of this child including, but in no manner limited to, all
38 issues related to paternity, custody, visitation, and child support.
39

40 _____
41 Signature of the Petitioner

_____ Date

42
43 _____
44 Print Name

45
46 _____
47 Mailing Address

48
49 _____
50 City, State, and Zip Code

PROPOSED PARENTING PLAN

Page 8 of 10

CHEHALIS TRIBAL COURT
420 HOWANUT ROAD
P.O. BOX 536
OAKVILLE, WA 98568

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This document only needs to be notarized if you are unable to attend the hearing.

SUBSCRIBED AND SWORN to before me this _____ day of _____
_____, 20 _____.

Notary Public in and for the
State of _____ residing
At _____
My commission expires _____

1 JOINDER:

2 [] does apply. The Respondent is joining in the petition. By joining in the petition, the respondent agrees to the
3 entry of a judgment and order in accordance with the petition and any attached documents, without further
4 notice.
5
6

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10 _____
Signature of the Respondent

_____ Date

11
12 _____
Print Name of Respondent

13
14 _____
Mailing Address

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16 _____
City, State, and Zip Code

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23 SUBSCRIBED AND SWORN to before me this _____ day of _____,
24 20_____.
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28 _____
Notary Public in and for the State of _____

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30 Residing at _____

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32 My commission expires on _____
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