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5 **IN THE CHEHALIS TRIBAL COURT**
6 **CHEHALIS INDIAN RESERVATION**
7 **OAKVILLE, WASHINGTON**

8 In re the Custody of:

Case No.: CHE-CIV ____ / ____ - ____

9 _____ DOB: _____
10 _____ DOB: _____
11 _____ DOB: _____
12 _____ DOB: _____
13 _____ DOB: _____

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

14 Petitioner: _____

15 Respondent: _____

16 **I. LEGAL DOCUMENT**

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

19 **II. IDENTIFICATION OF THE PARTIES**

20 2.1 Mother: _____
21 Address: _____
22 Tribal Affiliation: _____
23 Date of Birth: _____ Place of Birth: _____

24 2.2 Father: _____
25 Address: _____
26 Tribal Affiliation: _____
27 Date of Birth: _____ Place of Birth: _____

28 2.3 The parenting plan applies to the following child(ren):
2.3.1 Name of Child: _____
Address: _____
Tribal Affiliation: _____

1 Date of Birth: _____ Place of Birth: _____

2 2.3.2 Name of Child: _____

3 Address: _____

4 Tribal Affiliation: _____

5 Date of Birth: _____ Place of Birth: _____

6 2.3.4 Name of Child: _____

7 Address: _____

8 Tribal Affiliation: _____

9 Date of Birth: _____ Place of Birth: _____

10 2.3.5 Name of Child: _____

11 Address: _____

12 Tribal Affiliation: _____

13 Date of Birth: _____ Place of Birth: _____

14 **III. EXISTING LIMITATIONS**

15 3.1 Check one:

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

18 _____
19 _____
20 _____
21 _____

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

23 3.2 Reasons for Limitations:

- 24 Alcohol abuse
- 25 Child abuse
- 26 Domestic Violence
- 27 Mental Illness
- 28 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.

6.3.2 Non-Emergency care:

Mother Father Both parents together

6.3.3 Religious Upbringing:

Mother Father Both parents together

6.3.4 Other types of Decisions:

Mother Father Both parents together

6.4 Special Provisions for decision making if parents cannot agree: *(See Section VIII)*.

VII. RESIDENTIAL PROVISIONS

The following provide where the children will live and what contact they will have with each parent. The parents can by agreement change the following dates and times, but any agreements should be signed, dated, and in writing.

7.1 School Year Schedule:

7.1.1 The School Year Schedule begins one week before the beginning of the children’s school year through the end of the school year. If the children are not in school the schedule runs from September 1st through May 31st.

7.1.2 The primary custodian shall be: _____

7.1.3 The Children will spend school year weekdays with: _____

7.1.4 The Children 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 Children’s school year and ends one week before the beginning of the next school year. If the Children are not in school, the schedule runs from June 1st through August 31st.

7.2.2 The Children 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			
Mother's Birthday			
Father's Birthday			
Children's Birthday (Name below):			
Other Special Days:			

7.4 Transportation of Children between parents will be provided as follows (such as, cost of airfare, bus fare, which parent is responsible for transporting children, etc.):

VIII. DISPUTE RESOLUTION IN IMPLEMENTING PLAN

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

- arbitration by _____
- mediation by _____
- counseling by _____
- Chehalis Tribal Court.

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

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

IX. CHILD SUPPORT

9.1 Not addressed by this Court; support is being collected by the State of Washington or other jurisdiction.

9.2 The parent(s) _____ and _____ have no (\$0.00) back child support obligation.

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: _____

1 _____
2 _____
3 9.5.4 Child Support shall terminate when the Child reaches the age of eighteen (18) years, or when child
4 graduates from High School, whichever is later.

5 9.5.5 Payment shall be paid to: _____.

6 9.6 _____ shall pay _____% of health care; the other parent shall
7 pay the remainder.

8 9.7 The above named Child(ren) is/are eligible for Indian Health Service medical coverage. No additional
9 requirement of health insurance is imposed at this time.

10 9.8 The current monthly day care expenses of the Child(ren) are: _____.
11 _____ shall pay _____% of day care; the other parent shall pay
12 the remainder.

13 9.9 Provisions, if any, for support for the post secondary education are as follows: _____
14 _____
15 _____
16 _____
17 _____.

18 9.10 Other costs or special needs: _____
19 _____
20 _____
21 _____.

22 9.11 Both parents shall notify the Court Clerk or Washington State Support Registry of any changes of
23 address or employment, depending on which entity is to receive the child support payment.

24 9.12 Both parents are ordered to maintain health insurance coverage for their minor child(ren) which is
25 available through present or future employment or other organizations, provided that the employer or other
26 organization pays part or all of the premium.

27 9.13 Tax Exemptions: Each parent shall have the right to claim the Child(ren) as exemption(s) for Federal
28 Income Tax purposes as follows:

Father: _____

Mother: _____

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

X. COMPLIANCE WITH THIS PLAN AND RESTRAINING ORDERS

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

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STATE OF _____)
) ss
COUNTY OF _____)

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

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

IT IS HEREBY ORDERED that the foregoing Parenting Plan, Visitation Schedule, and Child Support Order shall hereby be the:

temporary; permanent Parenting Plan, Visitation Schedule, and Child Support Order of the parties and it shall remain in full force and effect until modified by this Court or another court of competent jurisdiction.

SO ORDERED this _____, 20_____.

Chehalis Tribal Court Judge