

Oneida Family Court
PROPOSED PARENTING PLAN



 Petitioner/Joint Petitioner A

v.

Case No. _____

 Respondent/Joint Petitioner B

Notice: Subject to court approval, the terms of this proposed parenting plan may be included in your order addressing legal custody (authority to make major decisions on a child’s behalf) and physical placement. You may wish to speak with a lawyer or lay advocate before you sign this agreement to be sure you are fully aware of the laws that may apply to you.

You may choose to leave certain sections of this parenting plan blank or unaddressed if they do not apply to your agreement.

THE FOLLOWING PARENTING PLAN IS BEING PROPOSED TO THE COURT:

1. LEGAL CUSTODY

Legal custody of the minor children (age 17 or younger) shall be as follows:

	Name of Child	Birth Date	Joint Legal Custody	Sole Legal Custody to Petitioner/Joint Petitioner A	Sole Legal Custody to Respondent/Joint Petitioner B
1.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

See attached.

2. SCHOOL

1. The children will attend school at:

	Name of Child	School/School District
1.		
2.		
3.		
4.		

(Note: Each parent is expected to take personal responsibility for contacting the schools to provide their contact information, obtaining school calendars and report cards, and attending parent-teacher meetings.)

2. Education costs will be paid as follows:

- a. Petitioner/Joint Petitioner A to pay _____% or \$_____.
- b. Respondent/Joint Petitioner B to pay _____% or \$_____.

3. HEALTH CARE PROVIDERS

Healthcare services will be provided to the children by the following:

- 1. Doctors/Pediatrician/Clinic: _____
- 2. Eye/Optomtrist: _____
- 3. Dentist/Orthodontist: _____
- 4. Insurance/Health Plan (if any): _____
- 5. Other: _____

(Note: Each parent is expected to take personal responsibility for contacting health care providers to provide their contact information, obtaining health-related updates for the children, and attending appointments.)

4. PHYSICAL PLACEMENT

In allocating the time the minor children spend between the parents, the court should award the placement on a day-to-day basis as follows:

	Name of Child	Equal Shared Placement	Primary Physical Placement with Petitioner/Joint Petitioner A	Primary Physical Placement with Respondent/Joint Petitioner B
1.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

See attached.

The physical placement schedule shall be:

- 1. As listed in the attached physical placement schedule (*you are not required to use the sample form that is attached*).
- 2. As follows:

5. CHILD CARE

- 1. The children do not require child care.
- 2. The child care will be provided by _____ and the cost of the child care will be paid as follows.
 - a. Petitioner/Joint Petitioner A to pay _____% or \$_____.
 - b. Respondent/Joint Petitioner B to pay _____% or \$_____.

6. TRANSPORTATION ISSUES

- 1. The physical transfer of the children for placement should be as follows:
 - a. All transportation to and from placements will be provided by Petitioner/Joint Petitioner A.
 - b. All transportation to and from placements will be provided by Respondent/Joint Petitioner B.
 - c. Transportation will be shared with:
 - 1. Parent with children shall deliver.
 - 2. Parent without children shall pick up.
 - d. Other: _____
- 2. Transfers of children shall take place at:
 - a. The home of the parent whose period of physical placement is ending.
 - b. The home of the parent whose period of physical placement is beginning.
 - c. Halfway point: _____
 - d. Other location: _____
 - e. Domestic abuse is an issue in this relationship and in order to ensure the safety of the children and parents, transfers of the children between the parents shall be:
 - 1. Supervised by: _____
 - 2. At a neutral public site: _____
 - 3. At the home of the following person: _____
 - 4. Other: _____

- 3. Transportation costs shall be:
 - a. Paid by the party who incurs the costs.
 - b. Paid as follows: _____

7. RELIGIOUS UPBRINGING

- 1. The minor children will be raised in the following religion: _____
- 2. No religious affiliation is planned.

8. MAINTAINING CONTACT WITH OTHER PARENT

We shall assist the children in maintaining contact with each other by (*check all that apply*):

- 1. Direct contact through periods of physical placement.
- 2. Telephone contact (including text message and social media).
- 3. Cards/letters.
- 4. Email.
- 5. Providing copies of children’s school projects.
- 6. Providing photographs of children participating in activities.
- 7. Assisting children with gift purchasing for other parent for birthdays and holidays.
- 8. Assisting children with letter writing to the other parent.
- 9. Creating personal website for posting pictures, letters, information, etc.
- 10. Other: _____

9. RESOLVING DISAGREEMENTS

If there are disagreements between the parents on issues that are to be joint decisions, the way to resolve the disagreements will be (*check all that apply*):

- 1. The parent who has primary physical placement will decide.
- 2. The parent who has physical placement at the time of the disagreement will decide.
- 3. To allow the parent who generally made this type of decision before these court proceedings were started to make the same type of decision in the future.
- 4. To review the issues from the other parent’s or children’s standpoint and reconsider the position.
- 5. To determine whether the disagreement is in good faith and in the best interest of the children or whether it is an attempt to spite the other parent.
- 6. To determine whether this is a situation in which the children are attempting to manipulate one parent against the other and, if so, consult with the other parent.
- 7. To ask for assistance from friends, relatives, clergy, or others who can be neutral and fair.
- 8. To participate in the Oneida Judiciary’s peacemaking program.
- 9. Other: _____

10. AMENDMENT BY AGREEMENT

The parents may agree to modify any portion of this parenting plan, including the physical placement schedule and the exchange of the children, by agreement.

Signature of Petitioner/Joint Petitioner A

Signature of Respondent/Joint Petitioner B

Print or Type Name

Print or Type Name

Date

Date

Signature of Attorney/Advocate (if applicable)

Signature of Attorney Advocate (if applicable)

SPECIFIC DECISION-MAKING AUTHORITY (OPTIONAL)

Pursuant to 7 O.C. 705.10-5, the court may specify who may make major decisions for the children in a situation where the parents are awarded joint legal custody. The court may give one parent the sole power to make specific decisions, while both parents retain equal rights and responsibilities for other decisions. We agree that decisions in the following listed areas will be made as follows:

Decision		Jointly	Petitioner/Joint Petitioner A	Respondent/Joint Petitioner B
1.	Non-emergency health care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Education/school activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Child care providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Non-school activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT A

PHYSICAL PLACEMENT SCHEDULE (OPTIONAL)

We agree to the following physical placement schedule:

1. PHYSICAL PLACEMENT

a. As listed below (on a biweekly basis):

Who will have overnight placement?							
A = Petitioner/Joint Petitioner A							
B = Respondent/Joint Petitioner B							
	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
Week 1							
Week 2							

b. Other:

2. SUMMER AND HOLIDAY PLACEMENT SCHEDULE

a. The summer and holiday placement schedule shall be as listed here (unless agreed otherwise, the exchange shall occur at _____ [time]):

Holidays	With Petitioner/Joint Petitioner A the following years			With Respondent/Joint Petitioner B the following years		
	Every year	Even years	Odd years	Every year	Even years	Odd years
New Year's Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Easter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mother's Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Memorial Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Father's Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
July 4 th	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Labor Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Halloween	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thanksgiving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Christmas Eve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Christmas Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
New Year's Eve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
School Spring Break to be shared as follows:						
School Winter Break to be shared as follows:						
Summer Break to be shared as follows:						

b. Other (e.g., vacations):

CHILD SUPPORT (OPTIONAL)

We agree to the following child support order (the parties may work with the child support agency to come up with the numbers to be used in the calculation):

1. CHILD SUPPORT

- a. The child support calculation, based on gross income and other circumstances, that applies to this case is:

Indicate designated percentage and number of children:	Check any that apply:
<input type="checkbox"/> 17% for one child	<input type="checkbox"/> serial-family calculation
<input type="checkbox"/> 25% for two children	<input type="checkbox"/> shared-placement calculation
<input type="checkbox"/> 29% for three children	<input type="checkbox"/> split-placement calculation
<input type="checkbox"/> 31% for four children	<input type="checkbox"/> low-income payer calculation
<input type="checkbox"/> 34% for five or more children	<input type="checkbox"/> high-income payer calculation

- b. Child support order and basis for any deviation.

1. Based on the above calculation, the amount payable by _____ [identify party] to _____ [identify party] per _____ [specify "week" or "month"] is \$_____.

2. The parties agree to deviate from that amount of child support. A deviation is based on:

The deviation increases decreases the child support obligation. Beginning _____ [date], the amount payable by _____ [identify party] to _____ [identify party] per _____ [specify "week" or "month"] is \$_____.

3. The parties agree to non-cash payments in accordance with 7 O.C. 704.9-9 and will contact the Oneida Nation Child Support Agency to apply for services and enter into a stipulation.

- 4. The parties agree to hold open the issue of child support (*neither party pays support, and the issue may be addressed in the future*).
- 5. Other (e.g., past-due child support, arrears, variable costs (*if shared placement*), etc.):

c. Payments for child support shall be made:

- 1. No payments are ordered.
- 2. By income withholding through obligor’s employer or other income source and made payable and sent to Wisconsin Support Collection Trust Fund (WI SCTF), PO Box 74400, Milwaukee, WI 53274-0400. Payments may also be sent directly by a payer with a personal check, cashier’s check, or money order to the WI SCFT, PO Box 74200, Milwaukee, WI 53274-0200. A payment coupon, which can be obtained from your Agency case manager, should be included when mailing a support payment to ensure that your payment will be applied to your account.
- 3. Directly from the payer to the obligee (*only allowable if approved by the court*).

2. CHILDREN’S MEDICAL AND HEALTH CARE EXPENSES

a. **Medical insurance and payments.** Both parents are responsible to ensure the child or children have health coverage if it is reasonably available at a reasonable cost. As children of Oneida, the children are eligible for Indian Health Services.

1. Other agreements:

b. **Uninsured health care expenses.** Payments for health care expenses for the minor children not covered by insurance, including medical, dental, and other health expenses shall be paid as follows:

- 1. Petitioner/Joint Petitioner A to pay 50% of the total amount. Other: ____%
- 2. Respondent/Joint Petitioner B to pay 50% of the total amount. Other: ____%

- c. **Reimbursements.** Any request for reimbursement from the other party for medical insurance and uninsured health care expenses shall be made in writing. The other party shall pay their required percentage within 60 days after receiving a written request. Other: _____ days.

3. CLAIMING CHILDREN FOR TAX PURPOSES

- a. Who shall claim the children for tax purposes shall be pursuant to federal IRS tax regulations.
- b. Other (e.g., parties may alternate years by agreement; however, the IRS will require the use of Form 8332 if the “custodial parent” is releasing a claim to exemption for the children so that the “noncustodial parent” can claim an exemption for the children):