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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
AT \_\_\_\_\_

\_\_\_\_\_) )  
Plaintiff, ) )  
vs. ) )  
\_\_\_\_\_) )  
Defendant. ) )  
\_\_\_\_\_ ) Case No. \_\_\_\_\_

Interim  Final PARENTING AGREEMENT & ORDER

We have come to the following agreements which we believe are in the best interests of our child(ren):

| Name | Date of Birth |
|------|---------------|
|      |               |
|      |               |
|      |               |
|      |               |
|      |               |

**Parents' Contact Information**

|              |              |
|--------------|--------------|
| Parent Name: | Parent Name: |
| Address:     | Address:     |
| Phone:       | Phone:       |
| Email:       | Email:       |

**Parenting Goals**

We both love our child(ren) and want the best for them. We agree that we both will:

- Maintain/develop a cooperative co-parenting relationship
- Provide a safe, stable and nurturing environment in both of our homes
- Encourage effective and open communication between us and with the child(ren)
- Encourage good relationships with extended family members
- Avoid exposing the child(ren) to parental disagreements and conflict
- Provide a good education and prepare them for adulthood
- Encourage healthy life skills and activities

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- Model good citizenship and moral values

## **Communication**

### **Communication Between Parents**

We will communicate with each other to discuss the child(ren) by  text messages,  email, or  telephone.

### **Communication Between Parents and Children**

- The child(ren) shall have frequent and open telephone and text communication with both parents.
- Communication between the children and Mother/Father when not with that parent shall be follows:

**Events and Activities.** We will make a good faith effort at keeping the other parent informed about events and activities in the children's lives such as school programs, scouts, concerts, award ceremonies, plays, sports events. We also recognize that it is our individual responsibility to make sure that organizations have our contact information and that we are receiving notifications from them.

**Children as Messengers.** We agree to not use the child(ren) as messengers between the parents to give or get information, ask questions or request schedule changes. We will communicate about the children as set out above. We will not question the child(ren) about the other parent.

**Parent Remarks and Behavior.** We agree that our child(ren) have the right to be free of bad comments and behavior by one parent about the other. We agree that we will not badmouth, criticize, roll our eyes, be sarcastic or otherwise disrespectful to the other parent in our children's presence. We will not let others do this either.

**The court wants to know what plan is in the child(ren)'s best interests. The court must decide: (1) how the parents will make decisions about the child(ren), and (2) their living arrangements and schedule. Look at a calendar to figure out when the child(ren) will be with each parent. For links to many school calendars: <http://www.courts.alaska.gov/shc/family/docs/calendars.pdf>. For a one-page annual calendar without school dates, go to [www.timeanddate.com/calendar/](http://www.timeanddate.com/calendar/). You can attach the annual calendar and/or Weekly Scheduling Chart, SHC-1132 [Word](#) | [PDF](#) to this Agreement.**

## **Decision Making**

### **Major Decisions**

- We can communicate and make joint decisions in the child(ren)'s best interests regarding the child(ren)'s education, healthcare, religious training, and other major decisions.
  - When  Mother  Father  either parent is unavailable due to \_\_\_\_\_, the other parent may make major decisions independently.
  - When  Mother  Father  either parent doesn't respond within \_\_\_\_\_ hours/days, the other parent may make major decisions independently.

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When we can't reach agreement after a good faith effort to discuss and communicate with each other, then  Mother  Father may make major decisions independently.

It is difficult for us to make joint decisions regarding our child(ren), therefore  Mother  Father will make decisions regarding the child(ren)'s education, healthcare, religious training, and other major decisions. The decision-making parent must inform the other parent about major decisions affecting the child(ren). Neither parent can move out of state with the child(ren) without written permission from the other parent or a court order.

**Day to Day Decisions:** Each parent may make decisions regarding the day-to-day care of the children while they are with that parent. Either parent may make emergency decisions affecting the children's health and safety and notify the other parent as soon as possible.

**Access to Information:** Both parents must be listed on and have access to all educational and medical records.

**Living Arrangements**

**Regular Schedule (include days and times with each parent):**

**First Option.** Each parent shall call the other parent and give them first option to care for the child(ren) when they need care for more than \_\_\_\_\_ hours or overnight.

**Special days (holidays, birthdays and special occasions)**

We may agree to celebrate holidays and birthdays together or make other agreements regarding special days. If we cannot reach agreement, the following schedule will apply:

**Spring vacation:** The child(ren) will be with  Mother  Father in even years and with  Mother  Father in odd years.

**Summer vacation:** The regular schedule will apply, except that each parent may select up to 2 weeks of uninterrupted time with the child(ren). Each parent will notify the other parent of the proposed dates by May 1. If both parents have selected the same period and cannot reach agreement,  Mother's  Father's proposed schedule will apply in even years and  Mother's  Father's in odd years.

**Halloween:** The child(ren) will be with  Mother  Father in odd years and with  Mother  Father in even years

**Thanksgiving:** The child(ren) will be with  Mother  Father in odd years and with  Mother  Father in even years.

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**Winter vacation:** The regular schedule will apply until at least one child is in school. When the child(ren) reach school age the first half of break will be with  Mother  Father in even years and with  Mother  Father in odd years.

**Christmas:** The child(ren) will spend Christmas Day with  Mother  Father in even years and  Mother  Father in odd years. The parent who is not with the child(ren) for Christmas Day shall have time with them on Christmas Eve from \_\_\_\_\_ to \_\_\_\_\_

**Mother's Day and mother's birthday:** With Mother.

**Father's Day and father's birthday:** With Father.

**Child(ren)'s Birthdays:** We will celebrate the child(ren)'s birthdays during our regularly scheduled parenting times.

**Other Special Days:**

**Exchanging the Child(ren)**

**Parents Living in the Same Community**

**Place for exchanges of the child(ren) between parents.** Exchanges will take place at \_\_\_\_\_

**Transportation for transfer between parents**

The parent receiving the child(ren) is responsible for transportation.

Mother  Father  Both parents  Third Party ( \_\_\_\_\_ ) will be responsible for transporting the child(ren) for exchanges.

**Third party help with exchanges between parents**

We do not need help with the transfer.

We agree to have \_\_\_\_\_ do exchanges or supervise exchanges.

**Parents Living in Different Communities**

**Accompanying Parent**

The parent receiving the child(ren) is responsible for accompanying the child(ren) during travel.

Mother  Father  Third Party ( \_\_\_\_\_ ) will accompany the child(ren) during all travel.

The child(ren) is/are old enough to travel independently.

**Cost of exchanges**

The parent receiving the child is responsible for arranging and paying for plane tickets and transportation.

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- Mother  Father is responsible for arranging and paying for all plane tickets and transportation and the other parent will reimburse \_\_\_\_\_ % of the total cost.

### **Move by Parent**

- Neither of us plans to move from \_\_\_\_\_ in the foreseeable future. We agree to give the other parent at least 120 days' notice if possible of any plan to move. After receiving notice of a move, we will review our parenting agreement to try to reach a modified parenting agreement that is in our child(ren)'s best interest. If we cannot agree on a modified schedule, we will continue the schedule listed in this parenting agreement for as long as both parents remain in the same community. If one parent moves away, the child(ren) will remain with the non-moving parent until the court makes a decision.

### **Travel**

#### **Out-of-State Travel**

- The child(ren) may travel out of state with either parent as long as an itinerary, contact telephone number and copy of return tickets are provided at least 30 days in advance of the travel, unless the parents agree on a shortened timeline.
- Mother  Father may travel out-of-state with the child(ren) during his or her parenting time
- without restrictions
- with the following restrictions:

#### **International Travel (includes travel to/thru Canada)**

- The children may travel internationally with either parent as long as an itinerary, contact telephone number and copy of return tickets are provided at least 30 days in advance of the travel, unless the parents agree on a shortened timeline. We will cooperate to get passports and necessary travel authorizations.
- Mother  Father may travel internationally with the child(ren) during his or her custody or visitation time  without restrictions  with the following restrictions:

### **Safety Concerns**

- We do not have concerns about the safety of the child(ren) with either parent.
- We agree to the following restrictions:

### **Permanent Fund Dividends**

- Mother  Father should timely apply for the child(ren)'s Alaska Permanent Fund Dividend (PFD) each year while they are minors. The parent who claims the federal tax exemption for any child(ren) agrees to pay the taxes on the child(ren)'s PFD. We agree that the child(ren)'s PFD funds:
- may be spent for the child(ren)'s health, education and welfare.

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- should be saved in an interest-bearing account in both parent's names and both parents should have access to all statements from the account.
- will be split between the parents as follows:

**ANCSA Native Corporation Dividends**

- Mother  Father is designated as the custodian of the child(ren)'s ANCSA stock. Any dividends
  - may be spent for the child(ren)'s health, education and welfare.
  - should be saved in an interest-bearing account in both parent's names and both parents should have access to all statements from the account.
  - will be split between the parents as follows:
  
- Mother  Father will pay any taxes owed on any dividends paid to the child(ren).

**Federal Tax Exemptions and Tax Credits**

- Mother  Father will claim the child(ren) every year as exemptions on federal taxes.
- Every year, Mother will claim \_\_\_\_\_ and Father will claim \_\_\_\_\_.
- The parents will claim the child(ren) in alternating years with  Mother  Father claiming the child(ren) for even-numbered tax years such as 2016, and the other parent claiming them for odd-numbered tax years such as 2017.

The parents can modify this agreement regarding the child(ren)'s exemption(s) without a court order if they agree in writing. As required by AS 25.24.232, the parent who has physical custody of the child(ren) for a period less than the other parent may not claim the exemption in any tax year *if on December 31 of that year the parent was behind in child support payments in an amount more than four times the monthly child support obligation.*

The parent who has physical custody of a child for the greater part of the year, whether or not that parent claims the exemption for the child, may be able to claim other tax benefits such as the Earned Income Credit, Head of Household filing status, and Credit for Dependent (Child) Care Expenses.

**Child Support**

- Father's adjusted annual income for child support purposes is: \_\_\_\_\_ .  
Mother's adjusted annual income for child support purposes is: \_\_\_\_\_ .
- There is not an existing CSSD child support order. We understand that the court is required to order child and medical support according to Civil Rule 90.3.
  - There is an existing support order through CSSD that should remain in effect.
  - Neither parent  Mother  Father is receiving public benefits for the children.

**Medical Coverage**  
**Available Coverage**

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The children are eligible for medical services through  Indian Health Service  Military  Denali KidCare and these services are available in the area where the child(ren) live(s).

Health insurance is available at a reasonable cost to  Mother  Father  both parents, and agree that  Mother  Father  both parents will purchase insurance and child support will be adjusted to reflect the additional cost of insuring the child(ren).

Health insurance is not available to either parent at a reasonable cost, but must be purchased if it becomes available at a reasonable cost.

**Uncovered Medical Expenses**

The parents will each pay one-half of the first \$5,000 in health care expenses not covered by insurance.

Mother will pay \_\_\_\_\_ % and Father will pay \_\_\_\_\_ % of the first \$5,000 in health care expenses not covered by insurance.

**Changing or Modifying the Agreement**

We understand that we can change this agreement to adjust the children's schedule when we agree. However, when we do not agree to change something, this agreement is in effect as written.

**BOTH parents must sign below in front of a notary.**

I swear or affirm that the above is true to the best of my knowledge.

\_\_\_\_\_  
**Plaintiff's** Signature (In blue ink if possible)

Subscribed and sworn to or affirmed before me at \_\_\_\_\_, Alaska on \_\_\_\_\_  
*Name of City, Town or Village* *Date*

\_\_\_\_\_  
Notary Public or other person authorized to administer oaths.  
My commission expires on \_\_\_\_\_

\*\*\*\*\*

I swear or affirm that the above is true to the best of my knowledge.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
**Defendant's** Signature (In blue ink if possible)

Subscribed and sworn to or affirmed before me at \_\_\_\_\_, Alaska on \_\_\_\_\_  
*Name of City, Town or Village* *Date*

\_\_\_\_\_  
Notary Public or other person authorized to administer oaths.  
My commission expires on \_\_\_\_\_

**(\*\* JUDGE'S ORDER ON NEXT PAGE \*\*)**

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## ORDER

I reviewed and approve the above Parenting Agreement, which is incorporated into the  
 Final  Interim Order.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Judge \_\_\_\_\_  
*(type or print name)*

I certify that on \_\_\_\_\_ a copy of this agreement and order was delivered to  
plaintiff and defendant.

\_\_\_\_\_  
Deputy Clerk/JA