You must use black ink to fill out this fo	rm.	
Parent A's Name:		
Mailing Address:		
Tel:Email:		
******** Parent B's Name:		
Mailing Address:		
Tel:Email:		
	OURT FOR THE STATE OF ALA	SKA
City o	r town where court is located	
)	
)	
Plaintiff (Parent A),)	
and)	
)	
	_)	
Defendant (Parent B).)) Your Case No	
UNCONTESTED COMPLA	INT FOR CUSTODY OF MINOR C	HILDREN
We,	es here.)	, state that
(Print both parents' name the following facts are true and reques	t the following relief:	
. .	C C	
1. <u>Parent Information</u> : Marital Hi	story	
We are NOT married to each	other, and have never been.	
We are currently married to e	each other. (<i>If true, you CANNOT u</i> s	se this form.)
or born AFTER the court enter Information about Divorce	to each other, but the child(ren) at ered a divorce or dissolution decre or Dissolution Decree ate):	e.
Case No.:		
Date of Decree:		
2 Child(ron)'s Information		

2. <u>Child(ren)'s Information</u>

2a. Please list all the child(ren) under age 18 that you have had or adopted together, including unborn child(ren) if one of you is pregnant.

Date of birth /est. birth

Additional child(ren) listed on attached paper.

2b. Has(have) the minor child(ren) lived continuously for the last six months in the State of Alaska? YES NO

You MUST file a completed *Child Custody Jurisdiction Affidavit*, <u>DR-150</u> with this *Complaint* (<u>https://public.courts.alaska.gov/web/forms/docs/dr-150.pdf</u>).

2c. <u>Other Custody Orders</u>

No court has issued a custody order about these child(ren).

The following custody orders have been issued about these child(ren) (include domestic violence protective orders and tribal court orders):

Court Location (city and state)	Case No.	Date of Order	In Effect? (Yes or No)

(If the father is not on the birth certificate, this is the section to ask the court to add the correct father)

If you need to establish paternity, please list the child(ren), birthday(s) or expected birthday(s) and state how you will establish. If you have a completed *Three-Way Affidavit to Disestablish and Establish Paternity*, SHC-151 Word | PDF, or a DNA test, please attach it to this *Complaint*.

Child's Name	Date of Birth	Filing an Affidavit of Paternity, SHC-151	DNA Testing Complete	DNA Testing Planned	Birth Certificate w/ Biological Father's Name

We agree to the following Parenting Plan that is in our child(ren)' best interests:

3. <u>Parenting Goals</u>

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
- Model good citizenship and moral values

4. <u>Communication</u>

4a. Communication Between Parents

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

4b. 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 Parent A/Parent B when not with that parent shall be follows:

- **4c. 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.
- 4d. 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 in section 4a above. We will not question the child(ren) about the other parent.
- **4e. 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: <u>http://www.courts.alaska.gov/shc/family/docs/calendars.pdf</u>. For a one-page annual calendar without school dates, go to <u>www.timeanddate.com/calendar/</u>. You can attach the annual calendar and/or Weekly Scheduling Chart, SHC-1132 <u>Word | PDF</u> to this Agreement.

5. <u>Decision Making</u>

5a. 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 Parent A Parent B either parent is unavailable due to , the other parent may make major decisions independently.

When Parent A Parent B either parent doesn't respond within hours/days, the other parent may make major decisions independently.

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

It is difficult for us to make joint decisions regarding our child(ren), so
 Parent A Parent B 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.

5b. Day to Day Decisions: Each parent may make decisions regarding the day-to-day care of the child(ren) 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.

5c. Access to Information: Both parents must be listed on and have access to all educational and medical records.

6. <u>Living Arrangements</u>

6a. Regular Schedule (include days and times with each parent):

6b. 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 🗌 Parent A 🗌 Parent B in even years
and with 🗌 Parent	A 🗌 Parent B in odd years.

Summer vacation:

☐ The regular schedule will apply, except that each parent may select up to weeks of uninterrupted time with the child(ren). Each parent will notify the other parent of the proposed dates by If both parents have selected the same period and cannot reach agreement, ☐ Parent A's ☐ Parent B's proposed schedule will apply in even years and ☐ Parent A's ☐ Parent B's in odd years.
The regular schedule will not apply, and instead the schedule will be:

Halloween: Regula	ar schedule applies.	The child(ren) wi	II be with Parent A
Parent B in odd yea	irs and with 🗍 Parei	nt A 🗌 Parent B in	even years.

Thanksgiving: The child(ren) will be with Parent A Parent B in odd years and with Parent A Parent B in even years. Thanksgiving is defined as starting on (date and time) and ending on (date and time)

Winter vacation: The regular schedule will apply until at least one child is in school. When the child(ren) are school age, the first half of break will be with \Box Parent A \Box Parent B in even years and with \Box Parent A \Box Parent B in odd years.

Christmas: The child(ren) will spend Christmas Day with Parent A Parent B in even years and Parent A Parent B in odd years. The parent who is not with the child(ren) for Christmas Day shall have time with them on Christmas Eve from Christmas is defined as starting on (date and time) and ending on (date and time)

Parent A's Birthday Regular schedule applies. With Parent A

Parent B's Birthday Regular schedule applies. With Parent B

Mother's Day: With Parent A Parent B

Father's Day: With Parent A Parent B

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

Other Special Days:

7. Exchanging the Child(ren)

7a. <u>Parents Living in the Same Community</u>

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

Transportation for transfer between parents

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	\Box The parent starting their parenting time is responsible for tr	ansportation.
	Parent A Parent B Both parents Third Party (be responsible for transporting the child(ren) for exchanges.) will
	Third party help with exchanges between parents	
	We do not need help with the transfer.	
	We agree to have supervise exchanges.	do exchanges or
7b.	Parents Living in Different Communities Accompanying Parent	
	The parent starting their parenting time is responsible for acc child(ren) during travel.	companying the
	Parent A Parent B Third Party (accompany the child(ren) during all travel, until age:) will
	The child(ren) is/are old enough to travel independently.	
	Cost of exchanges	
	The parent starting their parenting time is responsible for arrang plane tickets and transportation.	ing and paying for
	Parent A Parent B is responsible for arranging and paying for transportation and the other parent will reimburse % of the second sec	or all plane tickets and ne total cost.
	Other:	

8. 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.

9. Out-of-State and/or International Travel

 \Box The child(ren) may travel with \Box Parent A \Box Parent B \Box both.

The travel may be out of state internationally (includes travel to/thru C	;anada) as
long as a copy of the roundtrip electronic ticket information (dates, times, airl	ine, flight #s),
and contact telephone number are provided at least 🗌 30 days or 🗌	days before
the travel, unless the parents agree on a shortened timeline.	

The travel will be:

without restrictions.

with the following restrictions:

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We will cooperate to get passports and necessary travel authorizations.

10. Safety Concerns

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

11. <u>Permanent Fund Dividends</u>

Parent A D Parent B 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
hat the child(ren)'s PFD funds:

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:

□ will choose the □ 100 □ 50 % college savings fund option on the PFD application.
 If we agree to 50%, the rest of the PFD will be used as checked above.

12. ANCSA Native Corporation Dividends

Child(ren) do not receive ANCSA dividends.

Parent A Parent B 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:

Parent A Parent B will pay any taxes owed on any dividends paid to the child(ren).

13. Federal Tax Credits

Parent A Parent B will claim the federal tax credits for the child(ren) every year.

Every year, Parent A will claim and Parent B will claim the federal tax credits.

□ The parents will claim the federal tax credits for the child(ren) in alternating years with
 □ Parent A □ Parent B claiming the child(ren) for even-numbered tax years such as
 2018, and the other parent claiming them for odd-numbered tax years such as 2019.

The parents also agree to provide each other with a signed IRS Form 8332, if needed, by February 1 so that it may be timely filed with the IRS.

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

14. Child Support

Parent A's gross annual income (all sources + PFD) is: \$ Parent B's gross annual income (all sources + PFD) is: \$

□ Neither parent □ Parent A □ Parent B is receiving public benefits for the children.

Check one below:

Our schedule results in the child(ren) living with each parent at least 110 overnights/year so uses a shared physical custody child support calculation.

Our schedule results in the child(ren) living with Parent A Parent B for at least 256 overnights/year so needs a primary physical custody child support calculation.

Check one below:

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.

15. <u>Medical Coverage</u>

15a. Available Coverage

□ 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
 Parent A
 Parent B
 both parents, and agree that
 Parent A
 Parent B
 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.

15b. Uncovered Medical Expenses

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

Parent A will pay % and Parent B will pay % of the first \$5,000 in health care expenses not covered by insurance.

16. 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.

You must use I	black ink to fill	out this form.
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REQUESTED RELIEF

WE REQUEST:

1. That a <i>Final Order</i> be entered granting the parenting plan set forth in this
Uncontested Complaint;

- **2.** That Child Support be calculated, ordered and collected as set forth in section 14 of this *Uncontested Complaint*;
- **3.** That paternity be established for the child(ren) as set forth in section 2d of this *Uncontested Complaint*.
- **4.** That the arrangement for the child(ren)'s Permanent Fund Dividend application and any ANCSA dividends be ordered as set forth in sections 11-12 of this *Uncontested Complaint*;
- **5.** That the arrangement for claiming the federal tax credit for the child(ren) be ordered as set forth in section 13 of this *Uncontested Complaint*;

6. Other:_____

7. For further relief as the Court deems fit and proper.

We have attached the following documents:

Child Custody Jurisdiction Affidavit, <u>DR-150</u> – Required
Child Support Guidelines Affidavit, <u>DR-305</u> – Required
Shared Custody Support Calculation, <u>DR-306</u> – Required if you have shared custody
Other

BOTH parents must sign next page in front of a notary.

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

Pare	ent A's Signature (In blue ink if possible)		
Subscribed and sworn to or affirmed before me at	, Alask	, Alaska on	
	Name of City, Town or Village	Date	
Notary Public or other person authorized to My commi	administer oaths. ission expires on		
**	*****		
I swear or affirm that the above is true to the	best of my knowledge.		
Date Pare	ent B's Signature (In blue ink if possible)		
Subscribed and sworn to or affirmed before me at		a on	
	Name of City, Town or Village	Date	
Notary Public or other person authorized to	administer oaths.		

My commission expires on _____