## IN THE COURT OF THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

In the Matter of the Marria	age of: ) 1	No		
Petitioner,	)	AFFIDAVIT SUPPORTING PARENTING PLAN  Submitted by: □ Respondent □ Petition □ Agreed upon by both parents		
Respondent.	)	_ rigroud apon by both pure.		
STATE OF OREGON  County of	) ) ss. )			
I,	, swear/affir	m under oath that:		
1. I am/we are the par has been proposed:		ren, for whom the attached Pa	arenting Plan	
Full Name	Date of Birth	Tribal Affiliation	Sex	
			□М□Г	

	Name and Address of Individu		Length of Stay	Individual's Tribal Affiliation
☐ Additional page is	attached, labeled "Paragrap	oh 2 – Residen	ce of Children,	continued."
_	wo years (or more), the care en performed as follows:	etaking and pa	renting function	ns for our
Type of Caretaking	g or Parenting Activity(s)		of Parent / Oth at Usually Perf	
☐ Additional page is continued."	attached, labeled "Paragrap	h 3 – Caretak	ing and Parentii	ng Functions,
continued."  The current emp	attached, labeled "Paragrap loyment and child-care schoof the children under the Pa	edules of each	parent and any	

2.

5.	Check here and complete, if schedules described above to		_	nployment and/or child-car
6.	The school and extracurricul	lar acti	vities for the children are s	cheduled as follows:
	Name of Child		xtracurricular Activity	Day/Time of Activity
	Additional page is attached, lal ntinued."	beled "	Paragraph 6 – School and	Extracurricular Activities,
7.	Check here and complete, if abandoned a child; inflicted substance abuse that interfer parent's access to the child (offense, as follows:	domest es the a	tic violence; abused drugs, ability to parent; interfered	alcohol, or another persistently with the other
Na	me of Parent / Household Me	ember	Con	iduct
	Check here and complete, if child abuse or domestic viole			9
	Name of Cour	t		Case Number
			,	

Type of Income (wages, commissions, dividends, trust income, unemployment, disability, social security, etc.)	Monthly Gross Income From This Source
	\$
	\$
	\$
	\$
☐ Additional page is attached, labeled "Paragraph 9 – Incon	ne, continued."
The following chart provides Respondent's gross month and deductions) from all sources, to the best of my/our  Type of Income (wages, commissions, dividends, trust	•
income, unemployment, disability, social security, etc.)	From This Source
	\$
	\$
	\$
	\$
Additional page is attached, labeled "Paragraph 10 – Spou	ise's Income, continued."
Check here and complete, if applicable: $\square$ Petitioner as	red; a cost of living that is ons beyond their control; speci
high expenses (extraordinary debt not voluntarily incursignificantly higher than the other spouse due to conditioneds of disabled children; special medical, educational children; costs incurred to expected to be incurred related duty to pay child support to support children from other	ed to a child welfare matter; or
high expenses (extraordinary debt not voluntarily incursignificantly higher than the other spouse due to conditioneds of disabled children; special medical, educational children; costs incurred to expected to be incurred related.	ed to a child welfare matter; or relationships) as follows:

13.	To the best of my/our knowledge, Petitioner and Respondent <u>disagree</u> about the following parts of the parenting plan(s) submitted in this case:					
14.	Check here if applicable: □ I request that the court maintain the confidentiality of the information provided in this affidavit because I fear that my spouse will commit child abuse or domestic violence and believe that disclosure of this information would increase safety risks.					
15.	Other:					
	nowledge that I signed this instrument as my free and voluntary act and deed, for the and purposes herein mentioned.  Please take this document to a Notary BEFORE you sign it.					
Signa	ature of Petitioner Date					
Printe	ed name of Petitioner:					
	SCRIBED AND SWORN to before me this day of,,					
	Notary Public for the State of Oregon  My Commission Expires:					
IF B	OTH PARENTS AGREE AND ARE FILING A JOINT PARENTING PLAN:					
Signa	ature of Respondent / Other Parent Date					
Printe	ed name of Respondent / Other Parent:					
SUB:	SCRIBED AND SWORN to before me this day of,,					
	Notary Public for the State of Oregon					
	My Commission Expires:					

## IN THE COURT OF THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

In the Matter of the Marria	age of:	) No		
		) PARE	NTING PLAN (Exhibit	1)
Petitioner,		`	ed by:  Respondent	Petitioner
and		\	eed upon by both parents ered by the Court	
Respondent.		) ) )	,	
responsibilities. Your deci each parent will have imporesponsible for, whether a that you consult an attorned	sions about how a ortant financial in parent can claim	much time your aplications (i.e., a tax dependence	children will spend in the how much child support by deduction, etc.). It is re	e care of a parent is
development of our children contact with each parent. I children with a quality expethat this plan cannot addresserry out this plan in a spin	en, by providing to we acknowledge the acknowledge the acknowledge are are are as every possible to the acknowledge and for a second possible to the acknowledge are acknowledge.	them with stabile that each parent cting in the child situation that m	t is responsible for providren's best interests. I/we	ntinued ding the e recognize
2. CHILDREN OF 3 attached page).	ΓHE MARRIAG	SE (If applicable	$: \square$ additional names are	e listed on an
Full Name	Date of Birth	<b>Current Age</b>	Tribal Affiliation	Sex
				□М□Г

3. PARENT DESIGNATIONS; PRIMARY RESIDENCE. For the purposes of describing the parenting time schedule, "Parent A" is the parent who the children stay with more than half the time. "Parent B" is the parent who the children stay with less than half the time. If the parenting time is exactly even, it does not matter who is assigned which letter. In t document, Parent A is:  (name).	
(name).	
<ul> <li>Check one:</li> <li>□ Parent A's home shall be considered the child's "primary residence."</li> <li>□ Neither parent's home shall be considered the child's "primary residence."</li> </ul>	
4. SAFETY CONCERNS, IF ANY. If there are safety concerns that impact whether parenting time with one parent is safe and healthy for the children, check the boxes below, if applicable, or consider filing a Safety Focused Parenting Plan, available from the Court Cler	·k.
$\square$ To promote the health and safety of the children, parenting time with $\square$ Petitioner $\square$ Respondent shall be supervised by (name person or entity to supervise visitation):  . $\square$ Any cost of the	ne
supervision shall be paid by $\square$ Petitioner $\square$ Respondent $\square$ Other:	
☐ Petitioner ☐ Respondent shall not have parenting time because this would endanger the health and safety of the child/ren because (list facts describing the danger to the health and safety of the children):	
5. <b>WEEKLY SCHEDULE.</b> We will follow the following weekly schedule:	
<b>PARENT A:</b> Parent A shall be responsible for the children's care: ( <i>check one</i> ) $\square$ Whenever to children are not scheduled to be with Parent B; or $\square$ On the following days / times:	he
Weekends:	
☐ Every ☐ Every other ☐ Other:	_
From: ( <i>day</i> ) at ( <i>time</i> ), until: ( <i>day</i> ) at	
(time).	
Weekdays:         Specify day(s):	) at
Other:	_
PARENT B: Parent B shall be responsible for the children's care on the following days / time	s:
Weekends:	
☐ Every ☐ Every other ☐ Other:	_
From: (day) at (time), until: (day) at	

2 – PARENTING PLAN (Exhibit 1)

(time).
Weekdays: Specify day(s):, from (time), until:(day) at (time).
Other:
6. VACATION AND HOLIDAY SCHEDULE.
A. Summer Schedule: (check one)
$\square$ We will follow our weekday and weekend schedule during the summer. (SKIP TO 6B)
<ul> <li>□ We will follow our weekday and weekend schedule during the summer, but each parent will have the chance to spend weeks of uninterrupted vacation time with the children each summer. We will confirm our vacation schedules in writing by the end of each year. (SKIP TO 6B)</li> <li>□ We will follow a different parenting time schedule during the summer, as follows:</li> </ul>
DADENT As Deposit A shall be regressible for the shildren's cores (sheet one) \( \sqrt{\text{Whenever the}}\)
<b>PARENT A:</b> Parent A shall be responsible for the children's care: ( <i>check one</i> ) $\square$ Whenever the children are not scheduled to be with Parent B; or $\square$ On the following days / times:
Weekends:         □ Every other         □ Other:
Weekdays:         Specify day(s):
DADENT De Denort D shall be governed by for the shildren's core on the following days / times.
<b>PARENT B:</b> Parent B shall be responsible for the children's care on the following days / times:
Weekends:         □ Every       □ Every other       □ Other:
Weekdays:         Specify day(s):

## 3 – PARENTING PLAN (Exhibit 1)

☐ We will for choose to var	llow our wee y from the reg	kday and weekend schedule for all gular schedule for a holiday or breas in paragraph 4.4 below. (SKIP T	ak, we will follow the rules for		
selected. For	the holidays v e is no specia	ailed Holiday Schedule below for we check, this schedule overrides the lackedule for a holiday, we will for DETAILED HOLIDAY SCHE	ne weekday and weekend schedule llow the weekday and weekend		
	Is there a	Special Schedule, if applicable			
Holiday	special schedule?	Parent A	Parent B		
Spring Break	□Y□N	Begin day and time: End day and time: Years: Every Even Odd  Other plan:	Begin day and time: End day and time: Years:  Every  Even  Odd		
Mother's Day	□Y□N	☐ Our children will spend the da from 9AM until 6PM. ☐ Other Plan:	y with Mother every Mother's Day		
Memorial Day Weekend	□Y□N	Begin day and time: End day and time: Years:  □ Every □ Even □ Odd  Other plan:	Begin day and time: End day and time: Years: □ Every □ Even □ Odd		
Father's Day	□Y□N	☐ Our children will spend the da from 9AM until 6PM. ☐ Other Plan:	y with Father every Father's Day		
Fourth of July	□Y□N	Begin day and time: End day and time: Years: □ Every □ Even □ Odd	Begin day and time: End day and time: Years: □ Every □ Even □ Odd		
		Other plan:			
Labor Day Weekend	□Y□N	Begin day and time: End day and time: Years:  □ Every □ Even □ Odd  Other plan:	Begin day and time: End day and time: Years: □ Every □ Even □ Odd		

Begin day and time:

☐ Y ☐ N Begin day and time:

Thanks-

giving		End day and	End day and	
		time: Years:	time: Years: $\square$	
		☐ Every ☐ Even ☐ Odd	Every □ Even □ Odd	
		Other plan:		
Christmas /	$\square$ Y $\square$ N	Begin day and time:	Begin day and time:	
Winter		time: End day and Years:	End day and	
Break		time: Years:	time: Years: $\square$	
		☐ Every ☐ Even ☐ Odd <i>OR</i>	Every $\square$ Even $\square$ Odd $OR$	
		☐ The following age specific	☐ The following age specific plan	
		plan (if our children are in	(if our children are in different age	
		different age groups, we will	groups, we will follow the plan for	
		follow the plan for the	the □ youngest □ oldest child):	
		youngest □ oldest child): For children under age 3: From	For children under age 3: From 9AM until 6PM on Dec. 24 in	
		9AM until 6PM on Dec. 24 in	even years and from 9AM until	
		odd years and from 9AM until	6PM on Dec. 25th in odd years.	
e		6PM on Dec. 25 in even years.	For children age 3 and older: From	
		For children age 3 and older:	noon on the day after school ends	
		From noon on the day after	until noon on Dec. 26 in even	
		school ends until noon on Dec.	years and from noon on Dec. 26	
		26 in odd years and from noon	until noon on the day before	
		on Dec. 26 until noon on the day before school resumes in	school resumes in odd years.	
		even years.		
		Other plan:		
New Year's	$\square$ Y $\square$ N	Begin day and time:	Begin day and time:	
Eve / Day			. End day and	
(odd/even is		End day and time: Years:	time: Years: □	
based on		☐ Every ☐ Even ☐ Odd	Every □ Even □ Odd	
New Year's Day)		Other plan:		
Children's	$\square$ Y $\square$ N	Begin day and time:	Begin day and time:	
Birthdays		time: End day and Years:	End day and	
			time: Years: $\square$	
		☐ Every ☐ Even ☐ Odd	Every   Even   Odd	
		Other plan:		
All 3 day	$\square$ Y $\square$ N	$\square$ If a parent has our children on		
weekends		holiday or non-school day attached, the children shall be in that		
not listed above		parent's care for the holiday or non-school day.		
anove		☐ Other Plan:		
Other	$\square$ Y $\square$ N	Begin day and time:	Begin day and time:	

T 4 4	I	P 11 1	F 1.1	
Important		End day and	End day and	
day for our		End day and time: . Years:	time: Years: $\square$	
family:		☐ Every ☐ Even ☐ Odd	Every   Even   Odd	
		Other plan:		
Other	$\square$ Y $\square$ N	Begin day and time:	Begin day and time:	
important		time: End day and Years:	End day and	
day for our		time: Years:	time: Years: $\square$	
family:		☐ Every ☐ Even ☐ Odd	Every □ Even □ Odd	
		Other plan:		
A. Timel	iness. Parents		time they are scheduled to be with ayed parent shall contact the other	
	immediately.		ayea parent shan contact the other	
	nge Point/T	_	agreed by the parties, exchange of	
□ The home of the parent who is beginning his/her time with the children. The parent who is ending their time with the children shall be responsible for dropping them off at the other parent's home. <b>Drop off at Parent A's home shall be at:</b> □ front door □ curbside □other:  □ curbside □other: □				
☐ A neutral place as follows: The parents shall share responsibility for bringing the children to/from the exchange.				
☐ Other:				
C. Additi	onal provisi	ons: (optional – check all that app	ly)	
☐ If a parent starts his/her parenting time while the children are at school or in daycare, that parent shall pick the children up directly at the school or daycare. If the children are supposed to be at school or in day care at the end of a parent's scheduled parenting time, that parent shall drop the children off directly at the school or daycare.				
☐ These individuals are known to the children. If either parent is unable to provide transportation on a given occasion, he/she may designate one of the following individuals to do so:				
☐ Other:			·	

- **D.** Clothing & Medication. The parents shall have the children ready with the clothing they need and any necessary medications at the scheduled time of exchange. All clothing and medications that accompanied the children shall be returned with them to the other parent.
- 8. HOW WE WILL MAKE DECISIONS ABOUT OUR CHILDREN.

**IMPORTANT NOTICE:** Your decision to select Joint or Sole Custody may have important legal consequences. You are strongly encouraged to consult with an attorney about these consequences before making your final decision about Joint or Sole Custody.

- A. Day-to-Day Decisions. Each parent will have the sole responsibility for making day-to-day decisions regarding the care and control of our children while the children are in that parent's custodial care and control, including emergency decisions affecting the health and safety of the children.
- **B.** Major Decisions (Legal Custody). Major life decisions about the children, including but are not limited to decisions about the children's education and health care, will be made as follows: *(check one)*

☐ The parents have agreed to share in the responsibility for making major decisions about the children. This arrangement is known by the courts as <b>Joint Custody</b> .
[ (parent's name) shall make all major decisions about the children. This arrangement is known by the courts as <b>Sole Custody</b> .
C. Optional Provisions: (check if applicable)
$\Box$ The custodial parent will <b>consult</b> (discuss) with the other parent: $\Box$ Before making major decisions; or $\Box$ Before making major decisions on these specific issues:
☐ The custodial parent will <b>notify</b> the other parent: ☐ Before making major decisions; or ☐ Before making major decisions on these specific issues:

- 9. INFORMATION SHARING. Unless there is a court order stating otherwise:
- Both parents should have access to the children's school and health-care records to which parents have access by other law, except insofar as such access is not in the best interest of the children or when the provision of such information might endanger an individual who has been the victim of child abuse or domestic violence. Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the children.
- Each parent has a continuing responsibility to provide a residential, mailing, or contact address and contact telephone number to the other parent.

•	Each parent has a continuing responsibility to immediately notify the other parent of any emergency circumstances or substantial changes in the health of the children, including the children's medical needs.			
10. HOW WE WILL COMMUNICATE ABOUT AND WITH OUR CHILDR				
A.	Parent and Child Communication. Check one:			
	oth parents and children shall have the right to communicate by telephone, in writing or by dling during reasonable hours without interference or monitoring by the other parent.			
□ R	ules for telephone, letters, e-mail or other parent and child communication are: (describe)			
В.	Parent to Parent Communication.			
□ R	ules for telephone, letters, e-mail or other parent to parent communication are: (describe)			
days under the m custo	<b>FUTURE MOVES BY A PARENT.</b> Unless there is a court order stating wise, each parent who changes, or intends to change, residences for more than 90 shall give a minimum of 60 days advance notice, or the earliest notice practicable the circumstances, to the other parent. The notice must include the intended date of nove, the new address, the specific reasons for the move, and a proposal for how dial responsibility should be modified, if necessary, in light of the intended move. Idditional rules about moving, if any, are: (describe)			
12.	OTHER PROVISIONS ON HOW WE WILL WORK TOGETHER FOR OUR CHILDREN.			
<b>A.</b>	Children's Activities. Children are often involved in activities other than school, such as sports, clubs, and other activities. Both parents are encouraged to take part both school and in non-school activities with their children during their parenting time. Non-school activities should not unreasonably interfere with either parent's schedule and parenting time. Non-school activities that may affect the other parent's schedule: (check one)			
□ M	ust be coordinated with the other parent.			
$\square$ W	ill be planned to occur primarily during one parent's scheduled parenting time.			
□ Ot	her:			

В.	<b>Makeup and Missed Parenting Time.</b> If a child is so ill that the child is unable to spend time with a parent, there will be <b>no</b> make-up of parenting time <b>unless</b> the parents agree: $(check\ one)\ \Box$ in writing $\Box$ verbally. If a parent is unable to have the children during his/her scheduled parenting time for any reason, there will be <b>no</b> make-up of parenting time <b>unless</b> the parents agree: $(check\ one)\ \Box$ in writing $\Box$ verbally.
C.	<b>Mutual Respect.</b> The parents will not say things or knowingly allow others to say things in the presence of the children that would take away the children's love and respect for the other parent.
D.	Alternate Care. These are our ground rules for babysitters, day care providers, and other caregivers: (check all that apply)
□ We	choose not to specify ground rules for alternate care.
	parent is unable to be with the children during scheduled parenting time, the other parent e the first choice to provide of their care.
□ Onl	y the following people may provide alternate care:
☐ The	e following people may <b>not</b> provide alternate care:
☐ Oth	er:
E.	Other Items: (Add any other items you would like to include in your plan. Attach additional pages, as needed.)
13. parenti	<b>TEMPORARY CHANGES TO PARENTING TIME.</b> Temporary changes to the ng time schedule may be made at any time if both parents agree ahead of time. <i>Check one:</i>
☐ The	parents may agree verbally to any temporary changes in the parenting time schedule.
☐ The	parents must agree on temporary changes to the parenting time schedule in writing.
	<b>PERMANENT CHANGES TO THE SCHEDULE.</b> Permanent changes can be made applying to the court for a modification. One parent cannot change a court-ordered ang Plan on their own.
own. O	<b>DISPUTE RESOLUTION.</b> We will try to work out any parenting plan disputes on our only as a last resort will we resolve disputes through court action. Prior to filing any court (check one)

We will use a mutually agreed-upon, neutral third-party (such as a mediator, counselor, or other professional) to resolve any parenting plan disputes before filing a court action about the parenting plan. This shall not apply where a parent has engaged in child abuse or neglect, domestic violence, substance abuse that interferes with the ability to perform caretaking functions, persistent interference with the other parent's access to the children, or the commission of a sex offense, or where financial circumstances prohibit such dispute resolution.						
☐ A dispute resolution process shall not be requir	red prior to filing a court action.					
<b>SIGNATURES</b> . My signature below indicates the decided and written in this document.	at I have read and agree with what has been					
Signature	Signature					
Date	Date					
☐ Petitioner ☐ Respondent	□ Petitioner □ Respondent					

**Note:** If this parenting plan is attached to a signed order or judgment of the court, the custody provisions in the plan should be consistent with what is in the judgment or order. In the event of a conflict, the custody designation in the signed order or judgment shall prevail.

## IN THE COURT OF THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

In the Matter of the Marriage of:		No				
Petitioner, )		CHILD SUPPORT WORKSHEET				
)		(Exhibit 2)				
and )		Provided by	Provided by: $\square$ Respondent $\square$ Petitioner			
	)					
Res	pondent.					
100	pondent. ,					
	CHILD SUPPOR	T WORKSHE	EET			
	PARENTS					
		Father:	Mother:			
	NCOME			T		
1a	Income					
1b	Additions to and subtractions from					
	income					
	Add spousal support owed to the parent					
	Subtract spousal support the parent owes					
	Subtract mandatory union dues					
	Subtract cost of the parent's own health					
	care coverage, if required to enroll this					
	child. Do not count if counting makes					
	health care coverage not reasonable in					
	cost (line 7d).					
1c	Number of additional children each					
	parent supports					
				L		
	BASIC SUPPORT					
2a	Number of children in this calculation					
<b>2</b> b	Will there be a parenting time credit? En					
	or written agreement for parenting time OR custody is split; and 2) each parent					
	has 25% or greater parenting time (or, if the child lives with a caretaker, at least					
	one parent has 25% or greater parenting time.). Otherwise, enter "no."					

<b>3.</b> ]	PARENTING TIME CREDIT				
*Only complete this section if the answer to 2b is "yes."  Other:					
3a	Percentage shares of parenting time	%	%	%	
		•			
4. (	CHILD CARE COSTS				
4a	Parent's child care costs including				
	government assistance.				
4b	For how many children is the parent				
	paying the costs entitled to a child care				
	tax credit (usually only the parent with				
	the most parenting time for a child under				
	13 may claim the credit for that child)				
5. (	CREDIT FOR SOCIAL SECURITY OR V	ETERANS' BENI	EFITS		
5a	Enter the amount of the benefit paid to a				
	child or on a child's behalf in the disabled				
	or retired parent's column.				
	HEALTH INSURANCE				
6a	Health insurance premium cost for the				
	children only. Enter "none" if no				
	comprehensive, accessible insurance is				
	available.				
C. T. C					
	ENATURE. My signature below indicates that	it I have read and ag	gree with what ha	s been	
written in this document.					
G' ( 1					
Signature of parent submitting worksheet					
Date					
Dat					