

1 **IN THE SWINOMISH TRIBAL COURT**  
2 **SWINOMISH INDIAN RESERVATION**

3  
4  
5 In RE: \_\_\_\_\_  
6

7  
8 Petitioner  
9

10 v.  
11

12 \_\_\_\_\_  
13 Respondent  
14

Case No.:

PETITION FOR CUSTODY

15 I. PETITION

16  
17 1.1 This is a petition for an Order of Custody.

18  
19 1.2 JURISDICTION AND VENUE.

20  
21 The Court has proper jurisdiction and venue.

22  
23 The Petitioner resides: \_\_\_\_\_  
24

25 \_\_\_\_\_  
26

27 The Petitioner's Tribal Status is: \_\_\_\_\_  
28

29 The Respondent Resides: \_\_\_\_\_  
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31 \_\_\_\_\_  
32

33 The Respondent's Tribal Status is: \_\_\_\_\_  
34

35 1.3 CHILD SUPPORT

36  
37 [ ] Does not apply.

38 [ ] An order establishing child support should be entered.  
39

40 1.4 NAME OF CHILD(REN)

DATE OF BIRTH

CHILD'S TRIBE

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\_\_\_\_\_

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\_\_\_\_\_

1 1.4 (Continued)  
2

3 The present address of each child: \_\_\_\_\_  
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8  
9 The child(ren) have lived:

- 10  
11  With no person other than the moving party.  
12  The respondent.  
13  In the following places, with the following persons. {List each place the child(ren) lived,  
14 dates the children lived there, and the names and current addresses of the person(s) with  
15 whom the child(ren) lived. }  
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17

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21 Claims to custody or visitation.

- 22  
23  The moving party does not know of any person other than the party who has physical  
24 custody of, or claims to have custody of or visitation rights to, the child(ren.)  
25  
26  The following person(s) has/have physical custody of, or claim to have custody or  
27 visitation rights to, the following child(ren) {DO NOT LIST RESPONDENT. }  
28  
29

30  
31  
32  
33 Other legal proceedings concerning the child(red.)

- 34  
35  The moving party has not participated in, and is not aware of, any other legal proceedings  
36 concerning the child(ren) including any paternity, dependency, or custody proceedings.  
37  
38  The moving party has participated in, or is aware of, the following legal proceedings  
39 which concern the child(ren.) {List the children concerned, the county, state or other  
40 tribal court, and case number(s) of the proceedings. }  
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1 1.5 PRIOR CUSTODY DECREE

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3 [ ] The custody decree was entered on \_\_\_\_\_  
4 at \_\_\_\_\_

5 A certified copy of the custody decree to be modified is filed with or attached to this  
6 petition, if the decree or plan to be modified was entered in a another county, state, or  
7 tribal court.

8  
9 The requested modification or adjustment of the prior custody decree is based upon the following  
10 substantial change in circumstance:  
11  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_

15  
16 II. RELIEF REQUESTED

17  
18 The petitioner REQUESTS that the Court GRANT THE PETITION based upon the following:  
19  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_

29  
30 [ ] The petitioner also requests that the Court:

31  
32 [ ] Enter an order establishing child support.

33  
34 [ ] Other:  
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36 \_\_\_\_\_  
37 \_\_\_\_\_  
38 \_\_\_\_\_  
39 \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 \_\_\_\_\_  
43 \_\_\_\_\_

44 Dated: \_\_\_\_\_

45 \_\_\_\_\_  
46 SIGNATURE OF PETITIONER

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3  
4 **SWINOMISH TRIBAL COURT**  
5 **SWINOMISH TRIBAL COMMUNITY**

6 IN RE: ) No.  
7 )  
8 \_\_\_\_\_, )  
Petitioner, ) PARENTING PLAN  
9 and )  
\_\_\_\_\_ ) [ ] Permanent  
Respondent. ) [ ] Temporary  
\_\_\_\_\_ ) [ ] Proposed by \_\_\_ mother  
\_\_\_\_\_ ) \_\_\_ father  
11 )  
12 )

13 I. GENERAL INFORMATION

- 14  
15 1.1 This parenting plan is:  
16 [ ] the final parenting plan signed by the court pursuant to a decree of dissolution  
entered on \_\_\_\_\_ [date].  
17 [ ] the final parenting plan signed by the court pursuant to an order entered on  
\_\_\_\_\_ [date] which modifies a previous parenting plan or custody decree.  
18 [ ] a temporary parenting plan signed by the court.  
19 [ ] proposed by \_\_\_\_\_ [name].  
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1.2 This parenting plan applies to the following children:

Name	1	2
Date of Birth		
Tribal Affiliation		
Home Address		
Name	3	4
Date of Birth		
Tribal Affiliation		
Home Address		

1.3 The child(ren) named in this plan reside the majority of time with the [ ] mother [ ] father.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

## II. RESIDENTIAL SCHEDULE

*The residential schedule must set forth where the child(ren) will reside each day of the year, including provisions for holidays, birthdays, vacations, and other special occasions, and what contact the child(ren) will have with each parent. Parents are encouraged to create a residential schedule that meets the developmental needs of the child(ren) and individual needs of the family. Paragraphs 2.1 through 2.9 are one way you may want to write your residential schedule. If you do not use these paragraphs write your own schedule in 2.12.*

### 2.1 DESIGNATION OF CUSTODIAN

The children named in this parenting plan are scheduled to reside the majority of the time with the [ ] mother [ ] father. This parent is designated the custodian of the child(ren) solely for purposes of all other tribal codes, and state and federal statutes which require a designation or determination of custody. This designation shall not affect either parent's rights and responsibilities under this parenting plan.

1  
2 *These provisions set forth where the child(ren) shall reside each day of the year and what*  
3 *contact the child(ren) shall have with each parent.*

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15 2.2 SCHEDULE FOR CHILDREN UNDER SCHOOL AGE

16  There are no children under school age.

17  Prior to enrollment in school, the child(ren) shall reside with the  Mother  
18  Father, except:

19  Prior to enrollment in school, the child(ren) shall reside with the  mother  
20  father, except for the following days and times when the child(ren) will reside  
21 with or be with the other parent:

22 from \_\_\_\_\_ [day and time] to  
23 \_\_\_\_\_ [day and time]

24  every week  every other week  the first and third week of the month

25  the second and fourth week of the month  other:

Other:

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34  
35 2.3 SCHOOL SCHEDULE.

36  Upon their enrollment in school, the child(ren) shall reside with the  Mother  
37  Father, except as mutually agreed by the parents.

38  Upon their enrollment in school, the child(ren) shall reside with the  mother  
39  father, except for the following days and times when the child(ren) will reside  
40 with or be with the other parent:

41 from \_\_\_\_\_ [day and time] to  
42 \_\_\_\_\_ [day and time]

43  every week  every other week  the first and third week of the month

44  the second and fourth week of the month  other

45  Other:

1 2.4 SCHEDULE FOR VACATIONS

2  WINTER VACATION

3 The child(ren) shall reside with the  mother  father during winter vacation, except  
4 for the following days and times when the child(ren) will reside with or be with the other  
5 parent: as arranged and agreed by the parties.

6  
7  
8  SPRING VACATION

9 The child(ren) shall reside with the  mother  father during spring vacation, except  
10 for the following days and times when the child(ren) will reside with or be with the other  
11 parent:

12  
13  SUMMER SCHEDULE.

14 Upon completion of the school year, the child(ren) shall reside with the  mother   
15 father, except for the following days and times when the child(ren) will reside with or be  
16 with the other parent:

- 17  Same as school year schedule.  
18  Other:  
19  
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1 2.5 SCHEDULE FOR HOLIDAYS.

2 The residential schedule for the child(ren) for the holidays listed below is as follows:

3  Does not apply.

4  Schedule is as follows:

	With Mother (Specify Year <u>Odd/Even/Every</u> )	With Father (Specify Year <u>Odd/Even/Every</u> )
5 New Year's Day		
6 Presidents Day		
7 Memorial Day		
8 July 4th		
9 Labor Day		
10 Veterans Day		
11 Thanksgiving Day		
12 Christmas Eve		
13 Christmas Day		
Other		

14  For purposes of this parenting plan, a holiday shall begin and end as follows (set  
15 forth times):

16  Holidays which fall on a Friday or a Monday shall include Saturday and Sunday.

17  Other:

18  
19 2.9 SCHEDULE FOR SPECIAL OCCASIONS.

20 The residential schedule for the child(ren) for the following special occasions (for  
21 example, birthdays) is as follows:  
22  
23  
24  
25

1 2.10 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

2  Does not apply.

3  If the residential schedule, paragraphs 3.1 - 3.8, results in a conflict where the  
4 children are scheduled to be with both parents at the same time, the conflict shall  
5 be resolved by priority being given as follows:

6  Rank the order of priority, with 1 being given the highest priority:

- |   |  |
|---|--|
| <input type="checkbox"/> school schedule (2.2, 2.3) | <input type="checkbox"/> summer schedule (2.4)   |
| <input type="checkbox"/> winter vacation (2.4)      | <input type="checkbox"/> holidays (2.5)          |
| <input type="checkbox"/> spring vacation (2.4)      | <input type="checkbox"/> special occasions (2.9) |

8  Other:

9  
10 2.11 TRANSPORTATION ARRANGEMENTS.

11 Transportation costs are included in the Child Support Worksheets and/or the Order of  
12 Child Support and should not be included here.

13 Transportation arrangements for the child(ren), between parents shall be as follows:

14 2.12 OTHER:

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16  
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18 III. RESTRICTIONS

19 3.1 RESTRICTIONS

20  There are no restrictions on the parents' residential time with the child(ren).

21  The  mother's  father's residential time with the children shall be limited  
22 because there are limiting factors. The following restrictions shall apply when the  
23 children spend time with this parent:

1 3.2 PARENTAL CONDUCT. (STC 7-04.040(H)(1- 4))

2  Does not apply.

3  The  mother's  father's residential time with the child(ren) shall be limited or  
4 restrained completely, and mutual decision-making and designation of a dispute  
5 resolution process other than court action shall not be required, because  this  
6 parent  a person residing with this parent has engaged in the conduct which  
7 follows.

8  Willful abandonment that continues for an extended period of time or  
9 substantial refusal to perform parenting functions (this applies only to  
10 parents, not to a person who resides with a parent).

11  Physical, sexual or a pattern of emotional abuse of a child.

12  A history of acts of domestic violence as defined in Swinomish Tribal  
13 Code or an assault or sexual assault which causes grievous bodily harm or  
14 the fear of such harm.

15 3.3 OTHER FACTORS. (STC 7-04.040(H)(5-10))

16  Does not apply.

17  The  mother's  father's involvement or conduct may have an adverse effect  
18 on the child(ren)'s best interests because of the existence of the factors which  
19 follow.

20  Neglect or substantial nonperformance of parenting functions.

21  A long-term emotional or physical impairment which interferes with the  
22 performance of parenting functions.

23  A long-term impairment resulting from drug, alcohol, or other substance  
24 abuse that interferes with the performance of parenting functions.

25  The absence or substantial impairment of emotional ties between the  
parent and child.

The abusive use of conflict by the parent which creates the danger of  
serious damage to the child's psychological development.

A parent has withheld from the other parent access to the child for a  
protracted period without good cause.

Other:

1 IV. DECISION MAKING

2 4.1 DAY-TO-DAY DECISIONS.

3 Each parent shall make decisions regarding the day-to-day care and control of each child  
4 while the child is residing with that parent. Regardless of the allocation of decision  
5 making in this parenting plan, either parent may make emergency decisions affecting the  
health or safety of the children.

6 4.2 MAJOR DECISIONS.

7 Major decisions regarding each child shall be made as follows:

8 Education decisions	<input type="checkbox"/>	mother	<input type="checkbox"/>	father	<input type="checkbox"/>	joint
9 Non-emergency health care	<input type="checkbox"/>	mother	<input type="checkbox"/>	father	<input type="checkbox"/>	joint
10 Religious upbringing	<input type="checkbox"/>	mother	<input type="checkbox"/>	father	<input type="checkbox"/>	joint
	<input type="checkbox"/>	mother	<input type="checkbox"/>	father	<input type="checkbox"/>	joint
	<input type="checkbox"/>	mother	<input type="checkbox"/>	father	<input type="checkbox"/>	joint

11 12 4.3 RESTRICTIONS IN DECISION MAKING.

13  Does not apply because there are no limiting factors in paragraphs 2.1 and 2.2  
14 above.

15  Sole decision making shall be ordered to the  mother  
 father for the following reasons:

16  Both parents are opposed to mutual decision making.

17  One parent is opposed to mutual decision making, and such opposition is  
reasonably based on the following criteria:

- 18 (a) The existence of a limitations in section III hereto;
- 19 (b) The history of participation of each parent in decision making;
- 20 (c) Whether the parents have demonstrated ability and desire to  
cooperate with one another in decision making; and
- 21 (d) The parents' geographic proximity to one another, to the extent  
that it affects their ability to make timely mutual decisions.

1 V. DISPUTE RESOLUTION

2 *The purpose of this dispute resolution process is to resolve disagreements about carrying out*  
3 *this parenting plan. Unless stated otherwise below, this dispute resolution process must be*  
4 *used pursuant to STC 7-04.040(E) before filing a petition to modify the plan or a motion for*  
5 *contempt for failing to follow the plan.*

6  Disputes between the parties, other than child support disputes, shall be submitted to (list  
7 person or agency):

8  \_\_\_\_\_, or

9  \_\_\_\_\_, or

10  \_\_\_\_\_.

11 The cost of this process shall be allocated between the parties as follows:

12  \_\_\_\_\_% mother \_\_\_\_\_% father.

13  based on each party's proportional share of income from line 6 of the child  
14 support worksheets.

15  as determined in the dispute resolution process.

16 The dispute resolution process shall be commenced by notifying the other party by   
17 written request  certified mail  other:

18 In the dispute resolution process:

19 (a) Preference shall be given to carrying out this Parenting Plan.

20 (b) Unless an emergency exists, the parents shall use the designated process to  
21 resolve disputes relating to implementation of the plan, except those related to  
22 financial support.

23 (c) A written record shall be prepared of any agreement reached in counseling or  
24 mediation and of each arbitration award and shall be provided to each party.

25 (d) If the court finds that a parent has used or frustrated the dispute resolution process  
without good reason, the court shall award attorneys' fees and financial sanctions  
to the other parent.

(e) The parties have the right of review from the dispute resolution process to the  
superior court.

No dispute resolution process, except court action, shall be ordered.

1 VI. OTHER PROVISIONS

2 [ ] There are no other provisions.

3 [ ] There are the following other provisions:

4 II. DECLARATION FOR PROPOSED PARENTING PLAN

5 [ ] Does not apply.

6 [ ] (Only sign if this is a proposed parenting plan.) I declare under penalty of perjury under  
7 the laws of the Swinomish Nation that this plan has been proposed in good faith and that  
8 the statements in Part III of this Plan are true and correct.

9 \_\_\_\_\_  
Mother

\_\_\_\_\_ Date and Place of Signature

10 \_\_\_\_\_  
11 Father

\_\_\_\_\_ Date and Place of Signature

12 VIII. ORDER BY THE COURT

13  
14 It is ordered, adjudged and decreed that the parenting plan set forth above is adopted and  
15 approved as an order of this court.

16  
17 **WARNING:** Violation of residential provisions of this order with actual knowledge of its terms  
18 is punishable by contempt of court and may be a criminal offense Swinomish Tribal Code.

19 Violation of this order may subject a violator to arrest.

20 When mutual decision making is designated but cannot be achieved, the parties shall make a  
21 good faith effort to resolve the issue through the dispute resolution process.

22 If a parent fails to comply with a provision of this plan, the other parent's obligations under the  
23 plan are not affected.

24 Dated: \_\_\_\_\_

\_\_\_\_\_ Judge



1  
2 I.2 IDENTIFICATION OF RESPONDENT.

3 Name	
4 Social Security 5 Number	
6 Date of Birth	
7 Tribal Affiliation	
8 Home Address	

10  
11 I.3 CHILDREN THAT ARE THE SUBJECT OF PETITION.

12 Name	1	2
13 Date of Birth		
14 Tribal Affiliation		
15 Home Address		
16 Name	3	4
17 Date of Birth		
18 Tribal Affiliation		
19 Home Address		

1 I.4 JURISDICTION.

2 This court has jurisdiction over this matter pursuant to Swinomish Tribal Code 7-06.030  
3 for the he following reasons:

4  This petition is joined with an action for dissolution, annulment, declaration of  
5 invalidity, or other civil action in which the issue of residential placement is  
6 before the court and jurisdiction in this court has already been established.

7  The Petitioner and/or Respondent is a member of the Swinomish Indian  
8 Community, has been domiciled within the Reservation region for at least ninety  
9 (90) days and is alleged to be the parent of a Swinomish child or child residing on  
10 the Swinomish Indian Reservation.  
11

12  The Petitioner  Respondent voluntarily and intelligently consented to  
13 jurisdiction of this court on the record.

14  Other:

15  
16 II. DECLARATION

17 This declaration is made by the  father  mother.

18 II.1. \_\_\_\_\_ [name of child(ren)] has/have resided with the  
19 following person(s) during the past twelve months:

<u>Name</u>	<u>Address</u>	<u>Length of Time Child Resided With This Person</u>
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1 II.2. (a) The mother's performance of parenting functions relating to the daily needs of the  
2 child(ren) during the past twelve months:

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4  
5 (b) The mother's work schedule currently and for the past twelve months:  
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8

9 II.3. (a) The father's performance of parenting functions relating to the daily needs of the  
10 child(ren) during the past twelve months:

11  
12 (b) The father's work schedule currently and for the past twelve months:  
13

14 II.4. (a) The child-care schedule for the past twelve months:  
15  
16

17 (b) The current child-care schedule:  
18  
19  
20

21 II.5. Any circumstances that are likely to pose a serious risk to the child(ren) and that warrant  
22 limitation on the award to a parent of temporary residence or time with the child(ren)  
23 pending entry of a permanent parenting plan are set forth in Part III of my proposed  
24 temporary parenting plan and contained in the attached supplemental declaration(s).  
25

1 II.6. OTHER:  
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6 I declare under penalty of perjury under the laws of the Swinomish Tribal Community that the  
7 foregoing is true and correct.

8 Signed at \_\_\_\_\_ [Place] on \_\_\_\_\_ [Date].  
9

10 \_\_\_\_\_  
Signature

11 \_\_\_\_\_  
Print or Type Name  
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1 **IN THE SWINOMISH TRIBAL COURT**  
2 **SWINOMISH INDIAN RESERVATION, LaCONNER WASHINGTON**

3  
4 IN RE: ) No.  
5 )  
6 ) SUMMONS  
7 ) (Domestic Relations)  
8 Petitioner, )  
9 )  
10 and )  
11 )  
12 )  
13 )  
14 Respondent. )  
15 )

16 **TO THE RESPONDENT:**

17 1. The petitioner has started an action in the above court requesting:

- 18  that your marriage be dissolved.
- 19  a legal separation.
- 20  the establishment or modification of an order of child support.
- 21  the establishment or modification of a parenting plan.

22 Additional requests, if any, are stated in the petition, a copy of which is attached to this  
23 summons.

24 2. You must respond to this summons and petition by serving a copy of your  
25 written response on the person signing this summons and by filing the original with the  
clerk of the court. If you do not serve your written response within 20 days after the  
date this summons was served on you, exclusive of the day of service, the court may  
enter an order of default against you, and the court may, without further notice to you,  
enter a decree and approve or provide for the relief requested in the petition. If you  
serve a notice of appearance on the undersigned person, you are entitled to notice  
before an order of default or a decree may be entered.

3. If you wish to seek the advice of an attorney in this matter, you should do so promptly  
so that your written response, if any, may be served on time.

This summons is issued pursuant to Swinomish Tribal Code 3-02.060.

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Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Lawyer or Petitioner

\_\_\_\_\_  
Print or Type Name

FILE ORIGINAL OF YOUR RESPONSE  
WITH THE CLERK OF THE COURT AT:

SERVE A COPY OF YOUR RESPONSE  
ON:

Clerk  
Swinomish Tribal Court  
17337 Reservation Road  
P.O. Box 755  
La Conner, WA 98257

Petitioner  
 Petitioner's Lawyer

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone number)

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**SWINOMISH TRIBAL COURT**  
**SWINOMISH RESERVATION, LaCONNER, WASHINGTON**

In re:

Case No.:

Petitioner,  
and  
Respondent

MOTION FOR TEMPORARY ORDERS

**I. MOTION**

Based on the declaration below, the undersigned moves the court for a temporary order which:

- orders temporary maintenance.
- orders child support as determined pursuant to the Swinomish Child Support Schedule.
- approves the parenting plan which is proposed by the  husband/father  wife/mother.
- restrains or enjoins the  husband/father  wife/mother from transferring, removing, encumbering, concealing or in any way disposing of any property except in the usual course of business or for the necessities of life and requiring each party to notify the other of any extraordinary expenditures made after the order is issued.
- restrains or enjoins the  husband/father  wife/mother from molesting or disturbing the peace of the other party or of any child.
- restrains or enjoins the  husband/father  wife/mother from going onto the grounds of or entering the home, working place or school of the other party or the day care or school of the following named children:
- restrains or enjoins the  husband/father  wife/mother from knowingly coming within or knowingly remaining within \_\_\_\_\_ (distance) of \_\_\_\_\_ (location).
- restrains or enjoins the  husband/father  wife/mother from removing any of the children from the State of Washington.
- restrains or enjoins the  husband/father  wife/mother from assigning, transferring, borrowing, lapsing, surrendering or changing entitlement of any insurance policies of either or both parties whether medical, health, life or auto insurance.

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**(IF THIS BOX IS CHECKED CLEAR AND CONVINCING REASONS FOR THIS REQUEST MUST BE PRESENTED IN THE DECLARATION BELOW.)** requires the  husband/father  wife/mother to surrender any deadly weapon in his or her immediate possession or control or subject to his or her immediate possession or control to the Swinomish police and/or sheriff of the county having jurisdiction of this proceeding, to his or her lawyer or to a person designated by the court.

makes each party immediately responsible for their own future debts whether incurred by credit card or loan, security interest or mortgage.

divides responsibility for the debts of the parties.

authorizes the family home to be occupied by the  husband/father  wife/mother.

orders the use of property.

requires the  husband/father  wife/mother to vacate the family home.

requires the  husband/father  wife/mother to pay temporary attorney's fees, other professional fees and costs in the amount of \$\_\_\_\_\_ to:

other:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Lawyer or Moving Party

\_\_\_\_\_  
Print or Type Name

**II. DECLARATION**

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Temporary relief is required because:

If the surrender of deadly weapons is requested, list reasons:

I declare under penalty of perjury under the laws of the Swinomish Nation that the foregoing is true and correct.

Signed at \_\_\_\_\_ on \_\_\_\_\_.  
[City and State] [Date]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

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4 **IN THE SWINOMISH TRIBAL COURT**  
5 **SWINOMISH INDIAN RESERVATION, LaCONNER WASHINGTON**

6 IN Re: ) No.  
7 )  
8 Petitioner, ) TEMPORARY ORDER  
9 and )  
10 )  
11 Respondent. )  
12 )  
13 )

14 **I. JUDGMENT/ORDER SUMMARIES**

15 1.1 Restraining Order Summary:  
16  Does not apply.  Restraining Order Summary is set forth below:

17 Name of person(s) restrained: \_\_\_\_\_ . Name of  
18 person(s) protected: \_\_\_\_\_ **See paragraph 3.1.**

19 **VIOLATION OF A RESTRAINING ORDER IN PARAGRAPH 3.1 WITH ACTUAL**  
20 **NOTICE OF ITS TERMS IS A CRIMINAL OFFENSE UNDER SWINOMISH TRIBAL**  
21 **CODE 4-02.120 & 7-11.140 AND WILL SUBJECT THE VIOLATOR TO ARREST**  
**UNDER SWINOMISH TRIBAL CODE 7-11.140(B) .**

22 1.2 Money Judgment Summary:  
23  Does not apply.  
24  Judgment Summary is set forth below.

- 25 A. Judgment creditor  
B. Judgment debtor  
C. Principal judgment amount \$ \_\_\_\_\_

- 1 D. Interest to date of judgment \$ \_\_\_\_\_
  - 2 E. Attorney's fees \$ \_\_\_\_\_
  - 3 F. Costs \$ \_\_\_\_\_
  - 4 G. Other recovery amount \$ \_\_\_\_\_
  - 5 H. Principal judgment shall bear interest at \_\_\_\_\_% per annum.
  - 6 I. Attorney's fees, costs and other recovery amounts shall bear interest at \_\_\_\_\_ %  
per annum.
  - 7 J. Spokesperson for judgment creditor
  - 8 K. Spokesperson for judgment debtor
  - 9 L. Other:
- 10 1.3 Temporary support: \$\_\_\_\_\_ per \_\_\_\_\_ paid by \_\_\_\_\_ to  
\_\_\_\_\_.

11 II. BASIS

12 A motion for a temporary order was presented to this court and the court finds reasonable cause  
13 to issue the order.

14 III. ORDER

15 It is ORDERED that:

16 3.1 RESTRAINING ORDER

17 **VIOLATION OF A RESTRAINING ORDER IN PARAGRAPH 3.1 WITH  
18 ACTUAL NOTICE OF ITS TERMS IS A CRIMINAL OFFENSE UNDER  
19 SWINOMISH TRIBAL CODE 4-02.120 &7-11.140 AND WILL SUBJECT THE  
20 VIOLATOR TO ARREST UNDER SWINOMISH TRIBAL CODE 7-11.140(B).**

- 21  Does not apply.
- 22  The  husband/father  wife/mother is restrained and enjoined from molesting  
23 or disturbing the peace of the other party or of any child

1            The  husband/father  wife/mother is restrained and enjoined from going onto  
2           the grounds of or entering the home, working place or school of the other party,  
3           or the daycare or school of the following named children:

4            The  husband/father  wife/mother is restrained and enjoined from  
5           knowingly coming within or knowingly remaining within  
6           \_\_\_\_\_ (distance) of  
7           \_\_\_\_\_ (location).

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CLERK'S ACTION/LAW ENFORCEMENT ACTION:

This order shall be filed forthwith in the clerk's office and entered of record.  
The clerk of the court shall forward a copy of this order on or before the next  
judicial day to \_\_\_\_\_  
[name of appropriate law enforcement agency] which shall forthwith enter this  
order into any computer-based criminal intelligence system available in this state  
used by law enforcement agencies to list outstanding warrants.

EXPIRATION DATE:

This restraining order will expire in 12 months and shall be removed from any  
computer-based criminal intelligence system available in this state used by law  
enforcement agencies to list outstanding warrants, unless a new order is issued, or  
unless the court sets forth another expiration date here:  
\_\_\_\_\_ [month/day/year].

3.2 TEMPORARY RELIEF

The  husband/father  wife/mother shall pay the other party \$ \_\_\_\_\_  
per month maintenance.

Starting Date: \_\_\_\_\_

Day(s) of the month payment is due: \_\_\_\_\_

Payments shall be made to:

Child support shall be paid in accordance with the order of child support, signed  
by the court.

The parties shall comply with the Temporary Parenting Plan signed by the court.

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The  husband/father  wife/mother is restrained and enjoined from transferring, removing, encumbering, concealing or in any way disposing of any property except in the usual course of business or for the necessities of life and requiring each party to notify the other of any extraordinary expenditures made after the order is issued.

The  husband/father  wife/mother is restrained and enjoined from removing any of the children from the State of Washington.

The  husband/father  wife/mother is restrained and enjoined from assigning, transferring, borrowing, lapsing, surrendering or changing entitlement of any insurance policies of either or both parties whether medical, health, life or auto insurance.

The  husband/father  wife/mother shall surrender any deadly weapon in his or her immediate possession or control or subject to his or her immediate possession or control to: \_\_\_\_\_  
(name or agency).

Each party shall be immediately responsible for their own future debts whether incurred by credit card or loan, security interest or mortgage.

Responsibility for the debts of the parties is divided as follows:

The family home shall be occupied by the  husband/father  wife/mother.

Use of property shall be as follows:

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The  husband/father  wife/mother shall vacate the family home at:  
Address: \_\_\_\_\_

The  husband/father  wife/mother shall pay temporary attorney's fees, other professional fees and costs in the amount of \$\_\_\_\_\_ to:

Other:

3.4 OTHER:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge

Presented by:

Approved for entry:  
Notice of presentation waived:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name



1.2 RESPONDENT'S FINANCIAL INFORMATION

Respondent's Occupation:

[ ] Respondent's MONTHLY GROSS income \$  
(including ALL sources of income)

Adjustments to income:

United States Income Taxes \$  
Tribal, State or local Income taxes \$  
Fishing Taxes \$  
FICA \$  
Health Insurance premiums  
paid by Respondent \$  
State Industrial \$  
Child Support actually paid  
for another child \$  
Court ordered spousal maintenance  
actually paid \$

Respondent's ADJUSTED Gross Income \$

[ ] Respondent's Monthly income should be imputed at \$\_\_\_\_\_, because:

Identify all other available assets (i.e. cash on hand, on deposit in banks, stocks, bonds, etc.)

1.2. MONTHLY EXPENSE INFORMATION.

Monthly expenses for myself and \_\_\_\_ dependents are: (Expenses should be based on your expected expenses after any separation of the parties and anticipating your proposed residential schedule for dependant children, if any).

Housing: \$ \_\_\_\_\_  
Utilities \$ \_\_\_\_\_  
Food and Supplies \$ \_\_\_\_\_  
Child care expenses  
(identify) \$ \_\_\_\_\_  
  
Transportation \$ \_\_\_\_\_

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Consumer Debts (credit cards)  
(identify)

\$ \_\_\_\_\_

Other expenses:  
(identify)

\$ \_\_\_\_\_

TOTAL MONTHLY EXPENSES \$ \_\_\_\_\_

I declare under penalty of perjury under the laws of the Swinomish Tribal Community that the foregoing is true and correct.

Signed at \_\_\_\_\_  
[Place] [Date]

Signature \_\_\_\_\_

## Swinomish Child Support Schedule Worksheet

Tribal Court Case Number \_\_\_\_\_

Mother \_\_\_\_\_ Father \_\_\_\_\_

Children and Ages \_\_\_\_\_

Part I: Basic Child Support Obligation		
	Father	Mother
1. Gross Monthly Income (See Guidelines)		
a. Wages and Salaries	\$	\$
b. Interest and Dividend Income	\$	\$
c. Business Income	\$	\$
d. Trust and Per Capita Income	\$	\$
e. Other Income (Describe-See Guidelines)	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
f. Total Gross Monthly Income (Add lines 1a through 1e)	\$	\$
2. Monthly Deductions From Gross Income (See Guidelines)		
a. Income Taxes	\$	\$
b. FICA/Self Employment Taxes	\$	\$

c. Mandatory Pension Plan Payments	\$	\$
d. Mandatory Union or Professional Dues	\$	\$
e. State Industrial Insurance Deductions	\$	\$
f. Spousal Maintenance Paid	\$	\$
g. Up to \$2000 per year in Voluntary Pension Payments Actually Made	\$	\$
h. Normal Business Expenses and Self Employment Taxes	\$	\$
i. Total Deductions From Gross Income (Add lines 2a through 2h)	\$	\$
3. Monthly Net Income (Subtract line 2i from 1f)	\$	\$
4. Combined Monthly Net Income (Add Father's and Mother's Net Income from line 3)	\$	
5. Basic Child Support Obligation (Use Swinomish Child Support Schedule) Child #1 _____ Child #2 _____ Child #3 _____ Child #4 _____ Enter Total Amount for All Children	\$	
6. Proportional Share of Income (Each Parent's Net Income from line 3 divided by line 4)	%	%
7. Each Parent's Basic Child Support Obligation (Multiply each number on line 6 by line 5)	\$	\$

Part II: Extraordinary Health Care, Day Care, Special Expenses		
	Father	Mother
8. Extraordinary Health Care Expenses Paid for Children (See Guidelines)	\$	\$
9. Day Care and Special Child Rearing Expenses	\$	\$
a. Day Care Expenses	\$	\$
b. Education Expenses	\$	\$
c. Long Distance Transportation Expenses		
d. Other Special Expenses (Describe)	\$	\$
	\$	\$
	\$	\$
	\$	\$
f. Total Monthly Extraordinary Health Care, Day Care & Special Expenses	\$	\$
10. Combined Total Extraordinary Health Care, Day Care & Special Expenses (Add Father's & Mother's Totals from line 9f)	\$	
11. Each Parent's Obligation for Extraordinary Health Care, Day Care & Special Expenses (Multiply each number on line 6 by line 10)	\$	\$
12. Amended Child Support Obligation (Line 7 plus line 11)	\$	\$

Part III: Child Support Credits		
	Father	Mother
13. Child Support Credits		
a. In-kind Services or Resources (Describe - See Guidelines)		
	\$	\$
	\$	\$
b. Monthly Health Services Credit	\$	\$
c. Monthly Day Care & Special Expenses Credit	\$	\$
d. Other Ordinary Expense Credit (Describe)		
	\$	\$
	\$	\$
e. Total Support Credits (Add lines 13a through 13d)	\$	\$
Part IV: Net Support Obligation/Transfer Payment		
	Father	Mother
14. Net Support Obligation (Subtract line 13e from line 12)	\$	\$



17. Other Household Income	Father	Mother
a. Income of New Spouse and/or Other Adults in Household (List by name)		
	\$	\$
	\$	\$
	\$	\$
b. Income From Child Support Received From Other Relationships	\$	\$
c. Gifts/Prizes Less than \$250 in Value	\$	\$
d. Income from Assistance Programs	\$	\$
e. Supplemental Security Income (SSI)	\$	\$
f. General Assistance	\$	\$
g. Food Stamps	\$	\$
h. Other Income (Describe)		
	\$	\$
	\$	\$
18. Child Support Paid For Other Children (List by child)		
	\$	\$
	\$	\$
19. Other Children Living in Each Household (Names and ages)		
_____		
_____		
_____		
_____		



SWINOMISH  
CHILD SUPPORT  
SCHEDULE

Combined Monthly Net Income	One Child Family		Two Children Family		Three Children Family		Four Children Family		Five Children Family	
	A	B	A	B	A	B	A	B	A	B
600	100	123	77	95	65	80	55	68	47	59
700	116	143	90	111	75	93	64	79	56	68
800	133	164	103	128	86	107	73	90	63	78
900	149	185	116	143	97	119	82	101	71	89
1000	165	204	128	158	107	133	91	112	79	98
1100	182	224	141	174	118	145	100	123	87	107
1200	198	245	154	190	128	158	108	134	95	117
1300	214	264	166	206	139	171	117	145	102	126
1400	230	284	179	221	149	185	126	156	110	136
1500	245	303	191	235	159	197	134	166	117	145
1600	260	321	202	250	169	209	143	176	125	154
1700	275	340	214	264	179	221	151	186	131	163
1800	290	359	225	278	188	233	159	197	139	171
1900	305	377	237	293	198	245	167	206	146	180
2000	320	395	248	307	208	257	176	217	153	189
2100	335	414	260	322	217	269	184	227	160	198
2200	350	433	272	336	227	281	192	237	167	207
2300	365	451	284	350	236	293	200	248	175	216
2400	380	470	295	365	246	305	209	257	182	224
2500	395	488	306	379	256	316	216	267	188	233
2600	401	496	312	385	260	321	220	272	192	237
2700	407	503	316	390	263	326	224	276	194	241
2800	412	509	320	395	267	330	226	279	197	243
2900	417	515	323	400	270	334	229	282	200	246
3000	421	520	327	404	273	337	231	285	201	248
3100	425	524	329	407	275	340	233	287	203	251
3200	427	528	332	410	277	343	234	290	204	252
3300	430	531	334	412	278	344	235	291	205	254
3400	431	533	335	413	279	345	236	292	206	255

3500	431	533	335	414	280	346	237	293	206	256
3600	433	534	336	415	281	347	238	293	207	257
	434	535	337	416	281	347	239	294	208	257
3800	436	539	339	419	283	350	239	296	209	258
3900	447	552	347	429	290	358	245	303	213	264
4000	457	565	355	438	296	366	251	310	218	270
4100	467	578	363	449	303	375	256	317	224	276
4200	479	591	371	458	310	383	263	323	229	283
4300	488	604	380	469	317	392	268	331	233	289
4400	498	616	387	478	323	399	273	337	238	294
4500	508	627	394	487	329	407	278	344	242	300
4600	517	638	401	496	335	414	283	350	247	305
4700	526	650	409	505	341	422	288	356	251	311
4800	535	662	416	514	347	429	293	362	256	317
4900	545	673	423	523	353	436	299	368	260	322
5000	554	684	431	531	359	444	303	375	265	328

Columns A = Children ages 0 12 years

Columns B = Children ages 13 18 years

THE ABOVE SCHEDULE IS TO BE USED WITH THE SWINOMISH CHILD SUPPORT WORKSHEET FOR CALCULATING CHILD SUPPORT

1 SWINOMISH TRIBAL COURT  
2 SWINOMISH RESERVATION, LaCONNER, WASHINGTON  
3

4  
5 In re:

Case No.:

6  
7 Petitioner,  
8 and  
9  
10 Respondent  
11

CHILD SUPPORT ORDER  
12

13  
14 I. JUDGMENT SUMMARY  
15

- 16  Does not apply.  
17  
18 A. Judgment Creditor (receiving parent)  
19 B. Judgment Debtor (paying parent)  
20 C. Monthly Support Payment \$  
21 D. Principal judgment amount (back child support) \$  
22 from \_\_\_\_\_ [Date] to \_\_\_\_\_ [Date].  
23 E. Interest to date of Judgment \$  
24 F. Attorney's fees \$  
25 G. Costs \$  
26 H. Other recovery amount \$  
27 I. Principal judgment shall bear interest at \_\_\_\_\_ % per annum.  
28 J. Attorney's fees, costs and other recovery amounts shall bear interest at \_\_\_\_\_ %  
29 per annum.  
30 K. Spokesperson for Judgment Creditor  
31 L. Spokesperson for Judgment Debtor  
32 M. Other:  
33

34 II. BASIS  
35

36 2.1 TYPE OF PROCEEDING.  
37

38 This order is entered pursuant to:

- 39  a petition for order of child support  
40  a decree of dissolution, legal separation or a declaration of invalidity.  
41  an order determining parentage.  
42  an order for modification of child support.  
43  a hearing for temporary child support.  
44  an order for modification of a custody decree or parenting plan.  
45  other:  
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2.2 JURISDICTION

This court has jurisdiction over this matter pursuant to Swinomish Tribal Code 7-06.030 for the he following reasons:

This petition is joined with an action for dissolution, annulment, declaration of invalidity, or other civil action in which the issue of child support is before the court and jurisdiction in this court has already been established.

The Petitioner and/or Respondent is a member of the Swinomish Indian Community, has been domiciled within the Reservation region for at least ninety (90) days and is alleged to be the parent of a Swinomish child or child residing on the Swinomish Indian Reservation.

The Petitioner  Respondent voluntarily and intelligently consented to jurisdiction of this court on the record.

Other:

2.3 OTHER:

III. FINDINGS AND ORDER

IT IS ORDERED that:

3.1 CHILDREN FOR WHOM SUPPORT IS REQUIRED.

Name	1	2
Date of Birth		
Tribal Affiliation		
Home Address		
Name	3	4
Date of Birth		
Tribal Affiliation		
Home Address		

The child(ren) for whom support is required primarily reside with the \_\_\_mother \_\_\_father.

The parents share custody of the child(ren) for whom support is required.

1 3.2 PERSON PAYING SUPPORT (OBLIGOR).

2  
3 Name:  
4 Current Residential Address  
5 and Telephone Number:  
6

7  
8 Social Security Number:  
9 Date of Birth:  
10 Driver's License Number/State:  
11 Tribal Affiliation:  
12 Employer, Address and Telephone Number:  
13  
14

15 THE OBLIGOR PARENT SHALL UPDATE THE ABOVE INFORMATION IN THIS  
16 PARAGRAPH PROMPTLY AFTER ANY CHANGE IN THE INFORMATION. THE  
17 DUTY TO UPDATE THE INFORMATION CONTINUES AS LONG AS ANY  
18 MONTHLY SUPPORT REMAINS DUE OR ANY UNPAID SUPPORT DEBT  
19 REMAINS DUE UNDER THIS ORDER.  
20

- 21  Monthly Net Income: \$ \_\_\_\_\_  
22  The income of the obligor is imputed at \$ \_\_\_\_\_ because:  
23  the obligor's income is unknown.  
24  the obligor is voluntarily unemployed.  
25  the obligor is voluntarily underemployed.  
26  other:  
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30 3.3 PERSON RECEIVING SUPPORT (OBLIGEE):

31  
32 Name:  
33 Current Residential Address  
34 and Telephone Number:  
35

36 Social Security Number:  
37 Date of Birth:  
38 Drivers License Number/State:  
39 Tribal Affiliation:  
40 Employer, Address and Telephone Number:  
41

42 THE OBLIGEE PARENT SHALL UPDATE THE ABOVE INFORMATION IN THIS  
43 PARAGRAPH 3.3 PROMPTLY AFTER ANY CHANGE IN THE INFORMATION.  
44 THE DUTY TO UPDATE THE INFORMATION CONTINUES AS LONG AS ANY  
45 MONTHLY SUPPORT REMAINS DUE OR ANY UNPAID SUPPORT DEBT  
46 REMAINS DUE UNDER THIS ORDER.  
47

- 48  Consideration of the obligee's income is not necessary.  
49  Monthly Net Income: \$ \_\_\_\_\_  
50  The income of the obligee is imputed at \$ \_\_\_\_\_ because:

- the obligee's income is unknown.
- the obligee is voluntarily unemployed.
- the obligee is voluntarily underemployed.
- other:

3.4 CHILD SUPPORT PAYMENT.

- The obligor parent shall pay \$ \_\_\_\_\_ per month.
- The obligor parent shall pay the following amounts per month for the following children:

<u>Name</u>	<u>Amount</u>
	\$
	\$
	\$
	\$
TOTAL MONTHLY AMOUNT	\$

- If one of the children changes age brackets or terminates support, child support shall be as follows:
- Other:

3.5 REQUEST FOR DEVIATION FROM STANDARD CALCULATION.

- The child support amount ordered in paragraph 3.4 does not deviate from the standard calculation.
- The child support amount ordered in paragraph 3.4 deviates from the standard calculation for the following reasons:

The petitioner respondent requested a deviation and demonstrated by a preponderance of the evidence that application of the Swinomish Child Support Guidelines is inappropriate, unjust or causes substantial hardship;

Deviation is in the best interest of the child;

The factual basis for these reasons is as follows:

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The deviation sought by the  obligor  obligee was denied because:

- no good reason exists to justify deviation.
- other:

3.6 STARTING DATE AND DAY TO BE PAID.

Starting Date: \_\_\_\_\_  
 Day(s) of the month support is due: \_\_\_\_\_

3.7 HOW SUPPORT PAYMENTS SHALL BE MADE.

- Enforcement and collection:

3.8 WAGE WITHHOLDING ACTION

A withholding action may be taken against wages, earnings, assets, or benefits, and liens enforced against real and personal property under Swinomish Tribal Code 7-06.100 in the event the obligated parent becomes at least one (1) month in arrears on his or her child support obligation.

3.9 TERMINATION OF SUPPORT.

Support shall be paid:

- provided that this is a temporary order, until a subsequent child support order is entered by this court.
- until the child(ren) reach(es) the age of 18, except as otherwise provided below in Paragraph 3.10.
- until the child(ren) reach(es) the age of 18 or as long as the child(ren) remain(s) enrolled in high school, whichever occurs last, except as otherwise provided below in Paragraph 3.10.
- after the age of 18 for \_\_\_\_\_ [Name] who is a dependent adult child, until the child is capable of self-support and the necessity for support ceases.
- until the obligation for post secondary support set forth in Paragraph 3.10 begins for the child(ren).
- other:

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3.10 POST SECONDARY EDUCATIONAL SUPPORT.

- The right to petition for post secondary support
  - is reserved, provided that the right is exercised before support terminates as set forth in paragraph 3.9.
  - is not reserved and acted upon as follows:

3.11 PAYMENT FOR EXPENSES NOT INCLUDED IN THE SUPPORT PAYMENT.

- Does not apply because all payments, except medical, are included in the transfer payment.
- The mother shall pay \_\_\_\_\_% and the father \_\_\_\_\_% of the following expenses incurred on behalf of the children listed in Paragraph 3.1:
  - day care.
  - educational expenses.
  - long distance transportation expenses.
  - traditional cultural activities.
  - other:

Payments shall be made to  the provider of the service  the parent receiving the transfer payment.

- The obligor shall pay the following amounts each month the expense is incurred on behalf of the children listed in Paragraph 3.1:
  - day care: \$ \_\_\_\_\_ payable to the  day care provider  other parent;
  - educational expenses: \$ \_\_\_\_\_ payable to the  educational provider  other parent;
  - long distance transportation: \$ \_\_\_\_\_ payable to the  transportation provider  other parent.
  - traditional cultural activities: \$ \_\_\_\_\_ payable to:
  - other:

3.12 PERIODIC ADJUSTMENT.

- Does not apply.
- Child support shall be adjusted periodically as follows:
- Other:

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3.13 INCOME TAX EXEMPTIONS.

- Does not apply.
- Tax exemptions for the children shall be allocated as follows:
  
- The parents shall sign the federal income tax dependency exemption waiver.
- Other:

3.14 MEDICAL INSURANCE FOR THE CHILDREN LISTED IN PARAGRAPH 3.1.

- Medical coverage for the children is provided by Indian Public Health.
- Medical coverage for the children shall be provided as follows:

The parent(s) shall maintain health insurance coverage, if available for the children listed in paragraph 3.1, until further order of the court or until health insurance is no longer available through the parents' employer or union and no conversion privileges exist to continue coverage following termination of employment.

A parent who is required under this order to provide health insurance coverage is liable for any covered health care costs for which that parent receives direct payment from an insurer.

A parent who is required under this order to provide health insurance coverage shall provide proof that such coverage is available or not available within twenty days of the entry of this order to the physical custodian or the Lummi Child Support Registry if the parent has been notified or ordered to make payments to the Lummi Child Support Registry.

3.15 EXTRAORDINARY HEALTH CARE EXPENSES.

The OBLIGOR shall pay \_\_\_\_\_% of extraordinary health care expenses, if monthly medical expenses exceed \$ \_\_\_\_\_ (5% of the basic support obligation).

3.16 BACK CHILD SUPPORT.

- No back child support is owed at this time.
- Back child support that may be owed is not affected by this order.
- The obligee parent is awarded a judgment against the obligor parent in the amount of \$ \_\_\_\_\_ for back child support for the period from \_\_\_\_\_ [Date] to \_\_\_\_\_ [Date].

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Other:

3.17 BACK INTEREST.

- No back interest is owed at this time.
- Back interest that may be owed is not affected by this order.
- The obligee parent is awarded a judgment against the obligor parent in the amount of \$ \_\_\_\_\_ for back interest for the period from \_\_\_\_\_ [Date] to \_\_\_\_\_ [Date].
- Other:

3.18 SERVICE OF PROCESS.

Service of process on the obligor at the address listed above in paragraph 3.2 or any updated address, or on the obligee at the address listed above in paragraph 3.3 or any updated address, may be allowed or accepted as adequate in any proceeding to establish, enforce or modify a child support order between the parties by delivery of written notice to the obligor or obligee at the last address provided.

3.19 OTHER:

Dated: \_\_\_\_\_

\_\_\_\_\_ Judge

Presented by:

Approved for entry:  
Notice of presentation waived:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature