

Name _____

Proposed Parenting Plan



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About Mediation

Mediation promotes honesty, self-reliance, respect, and empowerment. Participants are encouraged to ask questions and to address all of their concerns and fears so that they can make informed high-quality decisions.

- The mediators will help participants examine their interests and explore options for an agreement that addresses everyone's needs.
- Participants make their own decisions. The mediator does not give advice.
- Participants are encouraged to confer with various professionals to prepare for mediation and have any agreements reviewed prior to finalizing (i.e. Attorneys, accountants, appraisers and so on). These professionals serve in an advisory capacity on legal, financial and tax, and real estate issues.

Planning For Your Future: Your Parenting Agreement will have four primary areas of focus: **Commitment** to the children, time sharing, decision making and information sharing.

- Research shows that children can continue to grow and thrive even through divorce if parents do not draw them into their adult conflicts, and if parents build security and stability back into their lives.
- Children need regular time with both parents (unless that contact puts their safety somehow at risk) so that both parents are an integral part of their lives.
- You are the ones who know the most about your child(ren) and their needs, and about yourselves and your needs. Completing this parenting package can help you get your thoughts together to form a workable agreement.

This booklet was created to honor **the best interests of child(ren)** as well as to help parents tailor realistic custody plans. These guidelines are not intended to be mandatory rules. In the event the parents are unable to agree to a parenting plan, the court, after a hearing, will be required to determine what is in the **best interest of the child(ren)**.

Research findings suggest that in an effort to maximize a child(ren)'s adjustment to the process of separation and/or divorce, **parents should cooperatively plan** to establish a parenting arrangement that will ensure the child(ren)'s right to continuous and frequent contact with both parents.



Co-Parenting Agreement

Parent

A **B**

1. I agree to say to our child(ren):

You are not to blame; it was nothing you did or did not do.
Your lives will be safe, planned and guided by both of us.
You will have dependable quality time with both of us.
You will not have to choose between us or be caught in the middle of our conflicts.
Your struggle with all of this will be acknowledged, understood and supported by both of us.

2. I agree, despite any negative feelings about the other parent, to:

Show our child(ren) we value their relationship and time with both parents.
Work out a schedule for sharing time, information and decision-making as soon as we can.
Make every effort to live up to the agreements we make.
Tell each other in advance about necessary changes.
Prepare child(ren) in a positive way for each stay with the other parent.
Not conduct adult business or argue in front of the child(ren), or “talk stink” about the other parent.

3. I agree, when we are negotiating a plan to:

Stop blaming the other parent or myself for what happened; realize the past cannot be changed or relived.
Stay focused on our child(ren)’s needs; make sure we understand what they are.
Remember that differences in how you raise child(ren) are the hardest to negotiate.
Make no assumptions; start now with explicit, written agreements to keep things straight.

4. I agree that if we can agree on the above, we will more likely have:

Fewer health, emotional, school and social problems for the child(ren).
More personal satisfaction and less frustration in getting on with our lives.
Fewer time sharing and child support problems.
More freedom from conflict; less going back to court.
Easier sharing of responsibilities and better parent-child relationships.

Parent A
Signature: _____ Date: _____

Parent B
Signature: _____ Date: _____

Child custody in Hawai'i is based upon the best interests of the child. If you are involved in a custody dispute, you will hear this term many, many times. Simplified, it means that custody of a child or children is not given to a parent based on rewarding to that particular parent, or punishing the other parent, but rather focuses on what is **best for the child(ren)**. Two areas of custody need to be addressed: physical custody and legal custody.

- **PHYSICAL CUSTODY**

Physical custody is the type of custody that people normally think of when thinking about custody. Physical custody decides with whom the child(ren) primarily lives. Physical custody can be SOLE (the child(ren) lives primarily with one parent) or JOINT/SHARED (the child(ren) divides time between both parents), or a situation between those, where one parent has sole physical custody, but the other parent has a greater than normal amount of time sharing (usually more than 143 days), which is often called EXTENSIVE TIME SHARING. If one parent has sole physical custody, the other parent is normally said to have time sharing (see discussion on time sharing below). Visit is based upon physical custody, not legal custody.

- **LEGAL CUSTODY**

Legal custody determines who makes the major decisions regarding the child(ren). Generally, this involves major medical, educational, and religious decisions for the child. Further, it includes issues such as who gives parental consent to obtain a driver's permit, joining the military before age 18, and getting an underage work permit. Legal custody can be sole or joint. Note that legal custody does not affect child support — child support is tied in to physical custody only.

Who has the physical/legal custody — joint or sole?

Both physical and legal custody can be awarded solely to one parent, or jointly to both parents. Regarding physical custody, for example, one parent may have sole physical custody with the other parent having time sharing. Alternatively, the parents may have joint physical custody, where both parents have approximately equal time with the child (ren). Also, in the area of legal custody, one party may have sole legal custody, or the parents may have joint legal custody, sharing decision making authority over the child(ren). In the case of joint physical custody, there are a number of different ways that parents can equally share in their time with the child(ren).

If my spouse/ex has custody — does that mean I have no rights?

This is a common misconception among people involved in custody disputes. The truth is, however, that even if one spouse has sole physical and sole legal custody of the child, the other spouse still has rights as the child's parent. **What kind of rights people ask?** Unless there is an adoption proceeding or a Child Protective Service action terminating that person's parental rights, that person will always be the child's parent. This means, among other rights, they are entitled to a relationship with their child, the right to visit with their child, the right to have phone contact with their child, and the right to have information about how their child is doing, **and they say "is that all?"**

The end of the relationship between the adults does not, and should not mean the end of the parent-child(ren) relationship. It is unfortunate that many individuals become so caught up in their disputes that they lose sight of this.

- **CHILD TIME SHARING**

If one parent has physical custody, what kind of contact does the other parent get?

Generally, the parent who does not have custody receives reasonable time sharing with their child(ren). Often times, however, there are disputes as to exactly what is “reasonable.” Keep in mind that family courts, judges, counselors, and other child(ren) experts across the country believe that it is in children’s best interests to have BOTH parents actively involved in their lives, where possible. Time sharing that exceeds 143 days per year is said to be extensive time sharing. In some cases, a specific time sharing schedule is spelled out, and in other cases, the specifics of time sharing are left to the parents to work out themselves (i.e. by “mutual agreement”). While the Family Court has guidelines for time sharing schedules, they are only guidelines, and a wide variety of schedules can be worked out.

What is supervised time sharing?

Supervised time sharing is an arrangement where the non-custodial parent’s time sharing must be supervised by a third-party. Supervised time sharing may be ordered where the non-custodial parent poses potential harm to the child(ren) or may be unable to properly care for the child(ren). The third-party supervisor might be a relative or family friend, or might be the Parents And Children Together (“PACT”) Center.

Maui Mediation Services Parenting Agreement

1. The terms set forth in this Parenting Plan Agreement specifically define how our parenting agreement will function in practice.

Interim **Final** **Adjusted Final**

If interim agreement, please give dates: **From:** _____ **To:** _____

_____ Parent A Initials

_____ Parent B Initials

2. This Parenting Plan Agreement is by and between:

Parent A Printed Name: _____

Parent B Printed Name: _____

3. This Parenting Plan Agreement applies to our child(ren):

Name: _____ Birth Date: _____

Name: _____ Birth Date: _____

Name: _____ Birth Date: _____

Name: _____ Birth Date: _____

Name: _____ Birth Date: _____

4. Court Required Custody Labels

Legal Custody:

Parent A / Parent B will have sole legal custody

Parent A and Parent B will share joint legal custody

Physical Custody:

Parent A / Parent B will have sole physical custody

Parent A and Parent B will share joint physical custody

_____ Parent A Initials

_____ Parent B Initials

Time Sharing

5. Daily Timesharing Schedule

We agree that the following DAILY SCHEDULE will work in the best interest of our child(ren):

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Day														
Night														

_____ Parent A Initials

_____ Parent B Initials

6. School Breaks

We agree that the following SCHOOL BREAKS SCHEDULE will work in the best interest of our child(ren):

_____ When school is not in session we agree to follow the daily schedule above.

_____ When school is not in session we agree to the following schedule:

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Day														
Night														

_____ Parent A Initials

_____ Parent B Initials

7. Holidays and Birthdays

The parents agree to share holiday and birthday celebrations and will work together to plan these events according to their child(ren)'s best interest.

_____ Parent A Initials

_____ Parent B Initials

- OR -

Detailed Holiday Schedule: Some cases work better if more details are listed. Use the following detailed holiday schedule as a checklist. Anything that is left blank means that the child(ren) will spend the day with the parent who has the child(ren) on that day. (Note: For Friday and Monday holidays, the child(ren) will stay with the parent who has the child(ren) for the weekend.)

Holiday	Time (am or pm)	Every Year	Even Years	Odd Years
New Year's Eve		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
New Year's Day		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Martin Luther King Jr. Day	MONDAY HOLIDAY (see above)			
President's Day	MONDAY HOLIDAY (see above)			
Prince Kuhio Day (March 26 th)		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Good Friday	FRIDAY HOLIDAY (see above)			
Memorial Day	MONDAY HOLIDAY (see above)			
King Kamehameha Day (June 11)		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Independence Day (July 4)		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Statehood Day (Admissions Day)	FRIDAY HOLIDAY (see above)			
Labor Day	MONDAY HOLIDAY (see above)			
Veteran's Day (November 11)		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Thanksgiving Day		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Christmas Eve		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Christmas Day		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Mother's Day		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Father's Day		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Mother's Birthday		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Father's Birthday		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Halloween (October 31)		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Easter		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Other:		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Other:		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Other:		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B
Other:		<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> A <input type="checkbox"/> B

_____ Parent A Initials

_____ Parent B Initials

8. Vacations

Each parent will have _____ consecutive or nonconsecutive (circle one) days or weeks (circle one) with the child(ren) per year. The vacationing parent must notify the other party in writing of their vacation plans a minimum of _____ days in advance and provide the other parent with a basic itinerary that includes dates of leaving and returning, destinations, flight information and telephone numbers for emergency purposes. The other parent has _____ days to respond if there is a problem with the schedule.

_____ Parent A Initials

_____ Parent B Initials

- OR -

We will work together to plan vacations according to our child(ren)'s best interest.

_____ Parent A Initials

_____ Parent B Initials

9. Removal of Child(ren) - Off-Island (outside of Maui County)

Neither parent shall remove the child(ren) from the Island of Maui without the prior written permission of the other parent or a court order permitting the removal of the child(ren).

_____ Parent A Initials

_____ Parent B Initials

10. Removal of Child(ren) - State of Hawaii

Neither parent shall remove the child(ren) from the State of Hawaii without the prior written permission of the other parent or a court order permitting the removal of the child(ren).

_____ Parent A Initials

_____ Parent B Initials

11. Removal of Child(ren) from the United States

Neither parent shall remove any of the child(ren) from the United States of America without the prior written permission of the other parent or a court order permitting the removal of the child(ren).

_____ Parent A Initials

_____ Parent B Initials

12. Transition Between Parents

Parents agree child(ren) will be prepared to transition between parents - homework is finished, clothing that came with the child(ren) has been laundered, child(ren) have been fed and bathed, etc.

Time with each parent begins at: _____ (time) and end at _____ (time)

The child(ren) will be picked up from _____ and delivered to _____.

The child(ren) will be picked up from school at _____ (time) and dropped off at _____ (time).

_____ Parent A Initials

_____ Parent B Initials

12. Transition Between Parents (cont'd)

- OR -

Time and location of transition between parents will be planned in the child(ren)'s best interest.

_____ Parent A Initials

_____ Parent B Initials

- AND / OR -

Other locations can be arranged by mutual agreement.

_____ Parent A Initials

_____ Parent B Initials

Parents agree that if they are going to be _____ minutes or more late they will call/text the other parent.

Parents also agree that being late _____ minutes or more without calling or texting will result in the forfeiture of their scheduled time sharing.

_____ Parent A Initials

_____ Parent B Initials

Parents agree that the following individuals have permission to pick up and/or drop off children:

_____ Parent A Initials

_____ Parent B Initials

13. Scheduling Exceptions

The daily schedule may be changed by either parent by mutual agreement, or for the following reasons: _____

_____ We are flexible in allowing the other parent to make up that missed time.

_____ There will no flexibility in allowing the other parent to make up missed time.

_____ Parent A Initials

_____ Parent B Initials

14. Telephone Calls

Parents agree that the parent who has physical responsibility for the child(ren) will permit reasonable telephone contact between the other parent and the child(ren). Each party will permit child(ren) to both receive calls from and make calls to the other parent:

_____ At any reasonable time for any reasonable length of time

_____ During the following times: _____

For (length of time): _____

_____ Parent A Initials

_____ Parent B Initials

Parents agree that telephone calls between the child(ren) and the other parent will be handled as follows: _____

_____ Parent A Initials

_____ Parent B Initials

Parents agree the child(ren) can have their own cell phone when they are _____ years old.

_____ Parent A Initials

_____ Parent B Initials

Parents agree that the child(ren)'s cell phone will be paid for by:

Jointly _____ Parent A _____ Parent B _____ Other: _____

_____ Parent A Initials

_____ Parent B Initials

Parents agree that they will continue to communicate with each other regarding important issues relating specifically to the child(ren) – (schedule changes, school activities, etc.) - regardless of whether or not their child(ren) have a cell phone.

_____ Parent A Initials

_____ Parent B Initials

15. First Right of Refusal for Childcare

If either party requires childcare during their time of physical responsibility for the child(ren), that party shall offer to the other party the first opportunity to care for the child(ren) before making other child care arrangements.

_____ Parent A Initials

_____ Parent B Initials

Decision Making

16. Emergency Decisions

The parents agree that some decisions regarding the child(ren)'s welfare must be made immediately; that is, before there is time for the parents to meet and agree. In such a case, decisions concerning the child(ren)'s emergency medical care shall be made by the parent with the actual physical responsibility for the child at the time of the emergency. The person making the unilateral decision shall notify the other parent as soon as reasonably possible in connection with the emergency and the decision.

_____ Parent A Initials

_____ Parent B Initials

17. Non-Emergency Decisions

Each parent can make decisions regarding day-to-day care and management of child(ren) while the child(ren) are residing with that parent.

_____ Parent A Initials

_____ Parent B Initials

18. Major Decisions

(Use a separate page to attach any additional information)

Educational Decisions: Jointly _____ Parent A _____ Parent B _____ Other: _____

Non-Emergency Health Care : Jointly _____ Parent A _____ Parent B _____ Other: _____

Recreational Activities: Jointly _____ Parent A _____ Parent B _____ Other: _____

Future Relocations: Jointly _____ Parent A _____ Parent B _____ Other: _____

_____ Parent A Initials

_____ Parent B Initials

19. Health Insurance Coverage

Medical coverage will be provided by: _____

The other parent will be notified immediately if loss of coverage occurs: _____ Yes _____ No

_____ Parent A Initials

_____ Parent B Initials

20. Special Activities

We agree that neither of us will sign our child(ren) up for any activity that conflicts with the other parent’s scheduled times, unless the other parent has agreed to the change in advance. It is important to our child(ren) to participate in extra-curricular activities, and we agree to cooperate with each other to make sure this is possible.

_____ Parent A Initials

_____ Parent B Initials

Information Sharing

Each parent is entitled to complete information from any medical professional, including a pediatrician, physician, dentist, consultant or specialist who examines or treats the child(ren) for any reason whatsoever, and to be furnished with copies of any medical reports or other written information prepared with regard to the child(ren). Each parent is entitled to complete information from any educational professional, including a teacher, counselor or other school personnel who is involved in a child(ren)’s educational programs. Each parent will be furnished will copies of any educational reports, evaluations, or other written information prepared with regard to the child(ren). Both parents shall be listed as parents on all school, medical and extra-curricular records.

_____ Parent A Initials

_____ Parent B Initials

21. Parents agree it is necessary to communicate about the following:

_____ Child(ren) Illness & Medicine Schedule

_____ Child(ren) exchange arrangements

Major Illness or injury of child(ren) or parent Child(ren) care (if needed)
 Scheduling time for special events Developmental Progress
 On-going school activities/events Access school/medical records
 Scheduling time changes as soon as they are known
 Other:
 Other:
_____ Parent A Initials _____ Parent B Initials

22. Parents agree not to involve child(ren) in the following:

Financial matters between parents Carrying messages between parents
 Negative comments about the other parent Reporting or spying on other parent
 Quizzing them regarding the other parent &/or their family, their personal life or personal experiences.
_____ Parent A Initials _____ Parent B Initials

23. Parents agree to:

Exercise in good faith, his or her best efforts at all times to encourage and foster the maximum relations of love and affection between the child(ren) and the other party. Neither party will, in any way, impede, obstruct, or interfere with the exercise by the other of his or her right of companionship with the child(ren), and neither of them, at any time, will, in any manner, disparage or criticize the other parent, or allow any other person to do so, to, or in the presence of the child(ren).

_____ Parent A Initials _____ Parent B Initials

24. Communication Between Parents

Parents agree to continue their practice of communicating directly regarding matters concerning the children and shall not use the child(ren) as messengers.

Parents agree to communicate via (circle all that apply): Home Phone Text Cell Phone Email USPS

_____ Parent A Initials _____ Parent B Initials

25. Mediation and Solving Disagreements

_____ Parents should mediate any unresolved issues or future agreements at:
_____ Maui Mediation Services _____ Other: _____

_____ Mediation is inappropriate because: _____ Domestic Violence/TRO _____ Other

_____ Before going to court, the parents will ask the following person to help them solve disagreements:

_____ Parent A Initials

_____ Parent B Initials

26. Tax Exemption

_____ Parents agree that Parent A / Parent B (*circle one*) will claim dependent(s) each year.

_____ Parents agree Parent A / Parent B (*circle one*) will claim dependent(s) on odd years.

_____ Parents agree Parent A / Parent B (*circle one*) will claim dependent(s) on even years.

_____ Parent A Initials

_____ Parent B Initials

27. Other/Special Circumstances (attach sheet(s) if necessary):

