To prepare for the best mediation session possible, please review this workbook in advance and fill out as much as you can.
TABLE OF CONTENTS

TABLE OF CONTENTS.......................................................................................................................... 1
ABOUT MEDIATION.................................................................................................................................. 2
FOCUS ON YOUR CHILD(REN) .............................................................................................................. 3
DESCRIBE YOUR CHILD(REN) .............................................................................................................. 3
PROTECT YOUR CHILD(REN)................................................................................................................ 3
TIME SHARING GUIDELINES.................................................................................................................. 4
SAMPLE TIME SHARING CALENDARS.................................................................................................. 5
CHILD CUSTODY ..................................................................................................................................... 6
CO-PARENTING AGREEMENT TEMPLATE............................................................................................ 8

ABOUT MEDIATION

WHAT IS MEDIATION?

Mediation is an informal, confidential process in which a neutral third party—the mediator—helps people:

1) Talk through their differences and voice their hopes,
2) Explore and negotiate options, and
3) Craft agreements that are fair, realistic, and durable.

Mediation is voluntary and requires good faith by all parties. The mediators ensure a safe and respectful process for everyone involved.

WHO ARE THE MEDIATORS?

Our professionally trained volunteer mediators are community members who come from all backgrounds, careers, and walks of life. The mediators take you through a process of neutral information gathering, identifying issues, and assisting you to brainstorm possible solutions.

Mediators don’t:

• Judge, take sides, or decide who is right or wrong.
• Force you to accept any solution or agreement.

Mediators do:

• Stay impartial and neutral.
• Provide a safe space for exploring options.
• Support all participants equally.

WHEN CAN I MEDIATE?

All mediations are by appointment only. We do not have mediators waiting in our offices. We need to schedule a time when participants, mediators, and conference rooms are available. We are open Monday to Friday, except holidays. Evening and Saturday mediation times are also available.

Plan for up to 3 hours per mediation session. More complex cases—such as divorce, child custody, and co-parenting—usually take more than one session. Do note that no childcare services are available, so please make arrangements in advance for supervision of your children.
FOCUS ON YOUR CHILD(REN)

Tape photo(s) of your child(ren) here

&

bring photos with you to your mediation session
(including on your phone)

DESCRIBE YOUR CHILD(REN)

**CHILD’S NAME:** __________________________

Name 5 qualities you love about your child:
1. ______________________________________
2. ______________________________________
3. ______________________________________
4. ______________________________________
5. ______________________________________

**CHILD’S NAME:** __________________________

Name 5 qualities you love about your child:
1. ______________________________________
2. ______________________________________
3. ______________________________________
4. ______________________________________
5. ______________________________________

**CHILD’S NAME:** __________________________

Name 5 qualities you love about your child:
1. ______________________________________
2. ______________________________________
3. ______________________________________
4. ______________________________________
5. ______________________________________

**CHILD’S NAME:** __________________________

Name 5 qualities you love about your child:
1. ______________________________________
2. ______________________________________
3. ______________________________________
4. ______________________________________
5. ______________________________________

PROTECT YOUR CHILD(REN)

Think of at least 3 reasons why you would do whatever it takes to protect your child(ren) from harm and ensure their long-term physical and mental well-being. They can be general reasons (“I want her to grow up with confidence”) or specific reasons (“I suffered from a lot of insecurities when my parents divorced; I don’t want him to suffer like that.”)

1. ______________________________________
2. ______________________________________
3. ______________________________________
TIME SHARING GUIDELINES
Robert E. Adler, PhD*

Dr. Adler believes there are as many good schedules for sharing time with children as there are good couples who are able to create them. There must be a balance between the children’s need for stability and predictability of schedule and the need for a resolution of parental conflict. The children’s needs for frequent and continuing contact with both parents must be balanced with parents’ schedules. The needs of older children must be balanced with the needs of younger ones.

BIRTH TO 6 MONTHS:
• One primary home. The other parent spends two or three hours, two or three times per week, with the child; becomes primary caretaker one weekend day per week.

6 TO 18 MONTHS:
• One primary home. The other parent spends from two to eight hours, two to three times per week, with the child.
• Or, one 24-hour stretch once per week.
• Or, two homes, although the child spends significantly more time at one of them and no more than two overnights per week at the other (for mature, adjustable children and cooperative parents only).

18 TO 36 MONTHS:
• One primary home. The other parent has the child during the days up to three times per week, on a predictable schedule.
• Or, add one overnight per week.
• Or, two homes, with the child spending somewhat more time in one than the other, such as two or three overnights spaced regularly throughout the week.

3 TO 5 YEARS:
• Two or three nights at one home, spaced throughout the week, the remaining time at the other home.
• Or, three consecutive days and nights with one parent, four with the other.

6 TO 12 YEARS:
If parental conflict is low, school-age children can do well with many different parenting plans that allow for frequent and adequate contact with both parents. Options include:
• Friday after school until Sunday evening or Monday morning, every other week, plus one or two overnights during the two-week stay with the other parent.
• Three days with one parent, four with the other.
• Alternating weeks with each parent.
• Alternate weekends with each parent, two or three days at each home during the week.
• Three and one-half days with each parent; weekends also split.
• Two weeks with each parent, with one or two mid-week overnights with the other parent.
• Older children may be able to handle even longer stays if frequent telephone contact and some physical contact with the other parent.
• Children in one home for school year, with other parent for vacations, supplemented with frequent telephone calls and visits.

13 YEARS AND UP:
• Home base with one parent, a mixture of scheduled and spontaneous overnights, shorter visits, and outings with the other parent.
• Or, children spend school year as above. During summer vacation and other long holidays, the situation is reversed.
• Or, work out year-by-year arrangements with older children that respond to teen’s needs for continuity in friendships and school.

SAMPLE TIME SHARING CALENDARS

As per Dr. Adler’s “Time Sharing Guidelines” above, many of these are recommended only for children over 3 years old.

<table>
<thead>
<tr>
<th>ALTERNATE WEEKS</th>
<th>WEDNESDAYS &amp; ALTERNATE 3-DAY WEEKENDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sun</td>
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<th>3 DAYS / 4 DAYS THEN 4 DAYS / 3 DAYS</th>
<th>ALTERNATE WEDNESDAYS &amp; ALT. 3-DAY WEEKENDS</th>
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<tr>
<th>3.5 DAYS / 3.5 DAYS</th>
<th>WEDNESDAYS &amp; ALTERNATE WEEKENDS</th>
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<td>Sun</td>
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<tr>
<th>4 DAYS / 3 DAYS</th>
<th>2 ½ DAY WEEKEND</th>
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<td>Sun</td>
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<tr>
<th>WEEKENDS &amp; WEDNESDAYS</th>
<th>2 DAY WEEKEND</th>
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<tbody>
<tr>
<td>Sun</td>
<td>Sun</td>
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<td>Mon</td>
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<td>Sat</td>
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<table>
<thead>
<tr>
<th>BLANK CALENDAR (CREATE YOUR OWN SCHEDULE)</th>
<th>2 DAYS / 2 DAYS THEN 5 DAYS / 5 DAYS</th>
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</thead>
<tbody>
<tr>
<td>Sun</td>
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<td>Sat</td>
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Co-Parenting Workbook (rev. 12/5/19) – Page 5
CHILD CUSTODY

This information provided below is general legal information only and does not contain legal advice. The mediation center is not a law firm or a substitute for an attorney or law firm. The law is complex and changes often. For legal advice, please consult a private attorney, non-profit legal services provider, or attorney volunteer at one of the Hawai‘i State Judiciary’s self-help centers at https://www.courts.state.hi.us/general_information/access_to_justice_rooms_self_help_centers. More referrals listed on page 7.

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 the term “custody” many times. Simplified, child custody focuses on what decision-making arrangements and living arrangements are best for your child(ren). It is not about “rewarding” one parent and “punishing” the other parent. There are two types custody: legal and physical.

WHAT IS LEGAL CUSTODY?

- Legal custody decides who makes legal decisions regarding the child(ren). Generally, this involves major medical, educational, and religious decisions for the child(ren). Further, it includes issues such as who gives parental consent to obtain a driver’s permit, join the military before age 18, and get an underage work permit.

- Note that legal custody does not affect child support. Child support is tied to physical custody.

WHAT IS PHYSICAL CUSTODY?

- Physical custody decides where the child(ren) live(s) most of the time.

- Note that physical custody does affect child support. Please visit the Hawai‘i State Judiciary’s website at www.courts.state.hi.us to see the child support guidelines and worksheet.

WHAT IS THE DIFFERENCE BETWEEN JOINT AND SOLE CUSTODY?

- Joint legal custody means shared major decision-making is done by both parents.

- Sole legal custody means major decision-making is done by one parent.

- Joint physical custody means the child(ren) live(s) equally with both parents.

- Sole physical custody means the child(ren) live(s) primarily with one parent, while having time sharing with the other parent (usually less than 143 days a year).

- There is also a situation between joint and sole physical custody called extensive time sharing, where one parent has sole physical custody, and the other parent has a greater than normal amount of time sharing (usually more than 143 days a year).

IS IT ALL OR NOTHING?

- Sometimes parents have joint legal custody and joint physical custody.

- Sometimes parents have joint legal custody and one parent has sole physical custody.

- Sometimes one parent has both sole legal custody and sole physical custody.
IF THE OTHER PARENT HAS SOLE LEGAL AND SOLE PHYSICAL CUSTODY, DO I HAVE ANY RIGHTS?

• Yes. Even if one parent has sole legal custody and sole physical custody of the child(ren), the other parent has rights as the child(ren)’s parent.

• Unless there is an adoption proceeding or a Child Protective Services (CPS) action terminating parental rights, you will always be your child(ren)’s parent.

• This means, among other rights, you are entitled to a relationship with your child(ren), time sharing with your child(ren), communication about your child(ren), and communication with your child(ren).

WHAT IS TIME SHARING?

• If parents have joint physical custody, the parents can work out time sharing to co-parent the child(ren), on any schedule the parents agree to (usually more than 143 days a year).

• If one parent has sole physical custody, the other parent can work out time sharing to co-parent the child(ren), on any schedule the parents agree to (usually less than 143 days a year).

• See page 5 for some sample time sharing calendars.

WHAT IS SUPERVISED TIME SHARING?

• Supervised time sharing is when the parent with sole physical custody asks that time with the other parent be supervised by a third party.

• Supervised time sharing may be ordered by the court when a parent poses potential harm to the child(ren) or may be unable to properly care for the child(ren).

• The third party might be a relative, family friend, or community organization that provides supervised visitation services for a fee (see below).

CAN CUSTODY CHANGE?

• Yes. Custody can be reviewed when circumstances change. One or both parents can ask the court to periodically review what is currently in the best interests of the child.

WHERE CAN I GET LEGAL HELP?

American Bar Association Free Legal Answers  https://hawaii.freelegalanswers.org/  (808) 531-3771
Domestic Violence Action Center  http://www.stoptheviolence.org/  (808) 537-1868
Hawai‘i Self-Help Interactive Forms  https://www.lawhelp.org/hi/  (808) 961-0609 (Hilo)
Hawai‘i State Bar Association (HSBA)  http://hsba.org/  (808) 537-1868
Hawai‘i State Judiciary Self-Help Centers  https://www.courts.state.hi.us/general_information/access_to_justice_rooms_self_help_centers
Legal Aid Society of Hawai‘i  http://www.legalaidhawaii.org/  (808) 536-4302
Volunteer Legal Services of Hawai‘i  https://www.vlsh.org/  (808) 528-7046

WHAT OTHER RESOURCES ARE THERE?

Children First Kona  https://kidsfirsthawaii.com/contact/neighbor-islands/hawaii-island/  (808) 896-6465
Court Forms  https://www.courts.state.hi.us/self-help/courts/forms/court_forms  (808) 464-4020
Island of Hawai‘i YMCA Family Visitation Center  https://www.islandofhawaiiymca.org/
CO-PARENTING AGREEMENT TEMPLATE

This attached template outlines the kinds of issues that might be addressed in your co-parenting agreement. It is a general guideline only. Not every issue will apply to your family’s situation. The most important thing to prepare for mediation is to consider all the options and what kinds of arrangements will be in the best interests of your child(ren).

HOW DO I USE THE TEMPLATE?

- Try to fill it out as completely as possible.
- If something doesn’t apply to your situation, cross it out.
- If you don’t understand something or are not sure what is best, write a question mark by it.
- Remember, these are your first thoughts only. What you and the other parent decide in mediation may be different from what you filled out in this template.

WILL I GET MY WAY?

- Mediation requires you to have an open mind and stay flexible.
- Through exploring options, you and the other parent are trying to move away from “my way” or “your way” and toward “our way.”
- Together, the mediators will help you and the other parent see where you are already in agreement and where you still need to find common ground.

WRITE OUT ANY QUESTIONS OR CONCERNS BELOW, SO YOU CAN DISCUSS THEM IN MEDIATION:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
CO-PARENTING AGREEMENT TEMPLATE

Parent A Name:  
Represented By:  
Parent B Name:  
Represented By:  
Additional Parties:  
Represented By:  
Date:  
WHMC File No.:  
Court No.:  

We, the undersigned, have participated in a mediation session on ____________________. We hereby agree to abide by and fulfill the following:

AGREEMENT TYPE

Our agreement type shall be as follows:

(Check One Only)

☐ PROPOSED AGREEMENT. This Proposed Agreement only becomes effective when we sign the same copy. We agree to consider the proposed agreement and consult with our attorneys to review it by the following date: ____________________. If additional changes are not needed, then we agree to sign the same copy of the Co-Parenting Agreement by the following date: ____________________. If additional changes are needed, then we agree to return to mediation to discuss the requested changes by the following date: ____________________.

☐ INTERIM AGREEMENT. This Interim Agreement shall be in effect from: ____________________ to: ____________________. (Use actual dates, or words like from “Today” to “Next mediation session” or “Next court date.”)

☐ FINAL AGREEMENT.

AGREEMENT CHANGES

We may change any aspect of this Co-Parenting Agreement by mutual agreement in writing (e.g., text, email, revised mediation agreement, court orders, etc.).

IDENTIFICATION

For the purposes of this Co-Parenting Agreement, we shall be identified as Parent A and Parent B as listed above. This Co-Parenting Agreement applies to our minor child(ren) listed below:

<table>
<thead>
<tr>
<th>Initials Only (Do not include first or last names)</th>
<th>Year of Birth (Do not include month or day)</th>
<th>Gender (Female, Male, Other)</th>
</tr>
</thead>
</table>
STATEMENT OF COOPERATION

WE AGREE TO SAY TO OUR CHILD(REN):

- You are not to blame; it was nothing you did or did not do.
- Your life will be safe, planned, and guided by both of us so that you will feel stable, secure, and loved.
- You will have dependable, quality time with each of us.
- You will not have to choose between us or be caught in the middle of our conflicts.
- Your struggle to deal with all of this is acknowledged, understood, and supported by both of us.
- We are sorry, but our decision to separate is not going to change.

WE AGREE TO:

- Show our child(ren) we value their relationship and time with the other parent.
- 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 and in writing about necessary changes.
- Prepare our child(ren) in a positive way for each stay with the other parent.
- Not conduct adult business, argue, fight, or “talk stink” about the other parent or family members in front our child(ren).
- Not involve our child(ren) in carrying messages between parents, reporting or spying on the other parent, or quizzing them regarding the other parent or family members.
- Listen carefully when our child(ren) has (have) a problem with the other parent, but also encourage our child(ren) to work it out with the other parent directly.
- Encourage our child(ren) to continue to love the other parent and be comfortable in both families.

WE AGREE TO NEGOTIATE A PLAN TO:

- Stop blaming the other parent or ourselves for what happened. We cannot change the past, only the future.
- Focus on creating a future that helps our child(ren) and family members thrive.
- Stay focused on our child(ren)’s needs and make sure we know what they are.
- Listen with an open mind to what each other is saying.
- Express what we want clearly and kindly.
- Make no assumptions. Start now with clear, written agreements to keep things straight.

IF WE CAN AGREE ON THE ABOVE, WE WILL BE MORE LIKELY TO HAVE:

- Fewer health, emotional, school, and social problems with the child(ren).
- More personal satisfaction and less frustration in moving on with our lives.
- Less conflict, more freedom, and easier sharing of co-parenting responsibilities.
- The best relationship possible with our child(ren).
CUSTODY

We both agree to the following custody arrangements for the above-named minor child(ren):

LEGAL CUSTODY (COURT REQUIRED LABEL):
(Check One Only)

[ ] Parent A and B shall share joint legal custody.
[ ] Parent A shall have sole legal custody.
[ ] Parent B shall have sole legal custody.

SPECIAL PROVISIONS:
___________________________________________________________________________________________
___________________________________________________________________________________________

PHYSICAL CUSTODY (COURT REQUIRED LABEL):
(Check One Only)

[ ] Parent A and B shall share joint physical custody.
[ ] Parent A shall have sole physical custody.
[ ] Parent B shall have sole physical custody.

SPECIAL PROVISIONS:
___________________________________________________________________________________________
___________________________________________________________________________________________

TIME SHARING SCHEDULE

REGULAR SCHEDULE - WEEKDAYS AND WEEKENDS:

We agree to the following regular daily schedule in the best interest of our child(ren):
\( A = \text{Parent A, B} = \text{Parent B} \)

\[
\begin{array}{cccccccccccccccc}
& \text{Sun} & \text{Mon} & \text{Tue} & \text{Wed} & \text{Thu} & \text{Fri} & \text{Sat} & \text{Sun} & \text{Mon} & \text{Tue} & \text{Wed} & \text{Thu} & \text{Fri} & \text{Sat} \\
\hline
\text{Day} & & & & & & & & & & & & & \\
\hline
\text{Night} & & & & & & & & & & & & & \\
\end{array}
\]

SPECIAL PROVISIONS:
(If needed, include to/from times)
HOLIDAY AND SCHOOL BREAK SCHEDULE:
(Check One Only)

- We agree to use the REGULAR SCHEDULE above for all holidays and school breaks.
- We agree to use the HOLIDAY AND SCHOOL BREAK SCHEDULE below for all holidays and school breaks.

SPECIAL PROVISIONS:

________________________________________________________________________

___________________________________________________________________________________________

HOLIDAY AND SCHOOL BREAK SCHEDULE
(Delete this entire section from Agreement if not applicable. Only include if checked above.)

<table>
<thead>
<tr>
<th>HOLIDAY</th>
<th>PARENT A (Check One Only – for each holiday)</th>
<th>PARENT B (Check One Only – for each holiday)</th>
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<tbody>
<tr>
<td></td>
<td>Odd Years</td>
<td>Even Years</td>
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<tr>
<td>New Year’s Eve (December 31)</td>
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<tr>
<td>New Year’s Day (January 1)</td>
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<td>Dr. Martin Luther King, Jr. Day</td>
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<td>President’s Day (third Monday in February)</td>
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<td>Prince Kuhio Day (March 26)</td>
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<td>Good Friday (Friday before Easter)</td>
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<tr>
<td>Easter Sunday (first Sunday after full moon near spring equinox)</td>
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<td>Mother’s Day (second Sunday in May)</td>
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<tr>
<td>Memorial Day (last Monday in May)</td>
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<tr>
<td>King Kamehameha Day (June 11)</td>
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<td>Father’s Day (third Sunday in June)</td>
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<td>Independence Day (July 4)</td>
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<td>Statehood Day (third Friday in August)</td>
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<td>Labor Day (first Monday in September)</td>
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<td>Veteran’s Day (November 11)</td>
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<td>Halloween (October 31)</td>
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<td></td>
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<tr>
<td>Thanksgiving (fourth Thursday in November)</td>
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<td></td>
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<tr>
<td>Christmas Eve (December 24)</td>
<td></td>
<td></td>
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<tr>
<td>Christmas Day (December 25)</td>
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<tr>
<td>Parent A’s Birthday</td>
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<tr>
<td>Parent B’s Birthday</td>
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<tr>
<td>Child(ren)’s Birthday(s)</td>
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<tr>
<td>Date 1:</td>
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<td>Date 2:</td>
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<tr>
<td>Date 3:</td>
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</table>
VACATION
(Check All That Apply)

☐ We shall each have _____ days of vacation time with our child(ren) per year.
☐ We shall notify the other parent in writing of our proposed vacation dates a minimum of _____ days in advance of the planned vacation. The other parent has _____ days to respond in writing if there is a problem with the proposed vacation dates.
☐ We shall provide the other parent in advance with a travel itinerary that includes vacation dates, leave and return times, destination(s), flight information, and contact information for emergencies.
☐ We shall limit travel with our child(ren) to:
  ☐ Inter-Island (State of Hawai‘i)
  ☐ United States of America
  ☐ Other (please describe): ____________________________________________________________

SPECIAL PROVISIONS:
___________________________________________________________________________________________
___________________________________________________________________________________________

PARENTS COVERING EACH OTHER (FIRST RIGHT OF REFUSAL)

If we cannot care for the child(ren) during our scheduled time:
(Check One Only)

☐ We shall ask the other parent to take care of the child(ren) first, before we ask anyone else.
☐ It will be up to each parent who they ask for childcare help during their scheduled times.

SPECIAL PROVISIONS:
___________________________________________________________________________________________
___________________________________________________________________________________________

PARENT UNAVAILABLE FOR EXTENDED PERIODS

We agree that if either of us is away for an extended period during our scheduled times with the child(ren), we shall ask the other parent to take care of the child(ren) first, before we ask anyone else. Examples of extended periods include travel for work, travel for medical treatment, long vacations, and others.

SPECIAL PROVISIONS:
___________________________________________________________________________________________
___________________________________________________________________________________________

Co-Parenting Workbook (rev. 12/5/19) – Page 13
EXCHANGE

The child(ren) shall be exchanged as follows:
(Check All That Apply)

☐ Parent beginning their time with the child(ren) shall be responsible for picking up the child(ren) at an agreed upon location.
☐ Parent finishing their time with the child(ren) shall be responsible for dropping off the child(ren) at an agreed upon location.
☐ Other (please describe): ________________________________________________________________

SPECIAL PROVISIONS:
(If needed, include pick up/drop off times and locations)
___________________________________________________________________________________________
___________________________________________________________________________________________

CHANGES TO EXCHANGE TIME

Changes to the exchange time shall be made as follows:
(Check All That Apply)

☐ If any changes to the scheduled exchange times are needed, we will give each other at least 24 hours’ notice in writing (e.g., text or email).
☐ We shall exchange the child(ren) on the agreed-upon schedule, no earlier or later than _____ minutes before or after the scheduled time.
☐ If we are more than _____ minutes late, the scheduled parenting time shall be considered cancelled.
☐ We are flexible in allowing the other parent to make up any missed time.
☐ We are not flexible in allowing the other parent to make up any missed time.
☐ Other (please describe): ________________________________________________________________

SPECIAL PROVISIONS:
___________________________________________________________________________________________
___________________________________________________________________________________________

TRANSPORTATION

The child(ren) shall be transported as follows:
(Check One Only)

☐ We shall leave it up to each parent who is going to transport the child(ren) during their parenting time.
☐ We agree that only the following people shall be allowed to transport the child(ren): __________________
SPECIAL PROVISIONS:

___________________________________________________________________________________________

RELOCATION OFF ISLAND

Neither of us shall relocate the child(ren) without the prior written permission of the other parent or a court order permitting the removal of the child(ren) from the following locations:
(Check All That Apply)

☐ County of Hawai‘i.
☐ State of Hawai‘i.
☐ United States of America.

SPECIAL PROVISIONS:
(If relocation is agreed to in writing, include details on how plans will be shared, what time sharing modifications are needed, how travel costs will be handled, how child(ren) will stay in touch with the other parent, etc.)
______________________________________________________________________________
___________________________________________________________________________________________

EXTRA-CURRICULAR ACTIVITIES

We agree, to the extent practicable, to exercise parenting time so as to avoid disrupting the child(ren)’s regular school, athletic, religious, and recreational activities. We shall be sensitive to our child(ren)’s schedule(s) and flexible enough to ensure their participation in reasonable ongoing activities.

SPECIAL PROVISIONS:
___________________________________________________________________________________________
___________________________________________________________________________________________

COMMUNICATION BETWEEN PARENTS

We agree to communicate directly with each other about all issues regarding the child(ren). We shall not involve the child(ren) in carrying messages, payments, or other information between households. In addition, each of us shall have a continuing responsibility to notify the other parent of the child(ren)’s serious illness or injury as soon as reasonably possible.

Specifically, we have agreed to use the following methods to communicate with each other:
(Check All That Apply)

☐ Other (please describe): ________________________________
SPECIAL PROVISIONS:

________________________________________

________________________________________

COMMUNICATION WITH CHILD(REN)

Each parent shall have the right to communicate with the child(ren), and the child(ren) shall have the right to communicate with each parent.

Specifically, we have agreed to use the following methods to ensure the other parent shall communicate with the child(ren):

(Check All That Apply)


☐ Other (please describe): __________________________________________________________

SPECIAL PROVISIONS:

(If needed, include communication times and frequency)

________________________________________

________________________________________

INFORMATION SHARING

We agree that 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. We shall share copies of any medical reports, evaluations, or other written information prepared with regard to the child(ren).

We agree that each parent is entitled to complete information from any educational professional, including a teacher, counselor, or other school personnel who is involved in the child(ren)’s educational programs. We shall share copies of any educational reports, evaluations, or other written information prepared with regard to the child(ren).

We agree that both parents shall be listed as parents on all medical, school, or extra-curricular records.

SPECIAL PROVISIONS:

________________________________________

________________________________________

EMERGENCY DECISIONS

We agree that some emergency decisions regarding the child(ren)’s welfare must be made immediately, and before there is time for the parents to talk 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 about the emergency and the decision as soon as reasonably possible.
NON-EMERGENCY DECISIONS

We agree that each parent shall make decisions regarding day-to-day care and management of the child(ren) by the parent with the actual physical responsibility of the child at the time.

SPECIAL PROVISIONS:

___________________________________________________________________________________________
___________________________________________________________________________________________

HEALTH INSURANCE

Reasonable medical and dental insurance for the child(ren) shall be provided by:
(Check One Only)

☐ Both parents.
☐ Parent A.
☐ Parent B.

SPECIAL PROVISIONS:

___________________________________________________________________________________________
___________________________________________________________________________________________

Health care costs that are not covered by any insurance policy (e.g., medical or dental co-payments, emergency services or hospital stays, prescription drugs, orthodontic, counseling, etc.) for the child(ren) shall be paid for by:
(Check One Only)

☐ Both parents.
☐ Parent A.
☐ Parent B.

SPECIAL PROVISIONS:

___________________________________________________________________________________________
___________________________________________________________________________________________

LIFE INSURANCE
We shall each maintain our own life insurance policies for the benefit of our child(ren) to insure that sufficient funds are available for their care and education in the event of the death of either parent.

SPECIAL PROVISIONS:

________________________________________________________________________________

________________________________________________________________________________

CLAIMING AS DEPENDENTS

For tax purposes, the child(ren) shall be claimed as dependents by:

(Check One Only)

☐ Parent A each year.
☐ Parent B each year.
☐ Parent A on even years and Parent B on odd years.
☐ Parent B on even years and Parent A on odd years.

SPECIAL PROVISIONS:

________________________________________________________________________________

________________________________________________________________________________

EDUCATION AFTER HIGH SCHOOL

If our child(ren) continue(s) their education after high school (e.g., community college, university, trade school, etc.), we agree that their educational expenses (e.g., school tuition, fees, books, and other course materials) shall be provided by:

(Check One Only)

☐ Both parents.
☐ Parent A.
☐ Parent B.

SPECIAL PROVISIONS:

________________________________________________________________________________

________________________________________________________________________________

CHILD SUPPORT

We agree that child support shall be paid according to the State of Hawai‘i child support guidelines and worksheet.

SPECIAL PROVISIONS:

(Child support is not negotiable in mediation, unless to pay at a rate higher than the guidelines require)
OTHER ISSUES

RESOLUTION OF FUTURE ISSUES

In the future, we agree to try to cooperatively resolve any matters relating to the child(ren). We also agree to periodically review the successes and/or limitations of this Co-Parenting Agreement, in order to keep the situation as current, consistent, and positive for the child(ren) as possible. As each child gets older, we acknowledge that adjustments may be needed to this Co-Parenting Agreement.

Should any problems arise in regards to this Co-Parenting Agreement, both parties agree to return to West Hawai‘i Mediation Center to resolve them.

SIGNATURES

A copy of this Co-Parenting Agreement may be provided to the appropriate court by West Hawai‘i Mediation Center. West Hawai‘i Mediation Center will maintain a copy of this agreement for 3 years from the date of agreement and will release a copy only to the original parties upon written request.

If you have any questions concerning any aspect (e.g., legal, financial, etc.) of this Co-Parenting Agreement, please consult with a qualified advisor before signing.

Parent A Signature: ____________________________ Name: ____________________________ Date: __________

Parent B Signature: ____________________________ Name: ____________________________ Date: __________