

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ADMINISTRATIVE DIRECTIVE ECAD2018-02
(Vacates ECAD2015-02)

RE: *Family Law Standing Pretrial Order*

WHEREAS, the Circuit Court in and for Escambia County, Florida, established a Family Law Division effective April 1, 1992; and

WHEREAS, there is sometimes a delay between the filing of a petition for dissolution of marriage and the opportunity for a temporary hearing to take place; and

WHEREAS, it is in the best interest of the minor children and the parties that some standing pretrial order be adopted which gives directions to the parties as to their behavior toward one another pending a hearing on the issues relating to the dissolution of marriage; and

WHEREAS, the judges assigned to family law divisions agree to the content of the standing pretrial order which will guide and rule the parties in dissolution of marriage cases until they have an opportunity to be heard before the judge and upon further order of the court, it is, therefore

ORDERED AND ADJUDGED:

1. The *Family Law Standing Pretrial Order – No Minor Children*, Attachment “1,” is hereby adopted for utilization in each family law division case in which there are no minor children.
2. The *Family Law Standing Pretrial Order – With Minor Children*, Attachment “2,” along with Exhibit “A” *Shared Parental Responsibility Statement* and Exhibit “B” *Family Law Holiday and Other Timesharing Schedule* attached thereto, is hereby adopted for utilization in each family law case in which there are minor children.
3. Identical orders for each division have been prepared and signed by each family law judge. The Clerk of Court is directed to provide conformed copies of this Order to each litigant upon filing a petition for dissolution of marriage and every respondent thereto.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida this 3rd day of April, 2018.

/S/ JOHN L. MILLER

JOHN L. MILLER
ADMINISTRATIVE JUDGE, ESCAMBIA COUNTY

Copies furnished to:
All Circuit Judges, Family Law Division
All General Magistrates
Circuit Court Clerk, Family Law Division
For posting at: www.FirstJudicialCircuit.org

ECAD2018-02, ATTACHMENT 1

FAMILY LAW STANDING PRETRIAL ORDER - NO MINOR CHILDREN

The following *Family Law Standing Pretrial Order* ("Order") shall apply to both parties in an original action for dissolution of marriage. Service of this Order shall be made with service of process of a Petition for Dissolution of Marriage and shall be effective with regard to the Petitioner upon filing of the Petition. This Order shall be effective with regard to the Respondent upon service of the summons and Petition for Dissolution of Marriage or upon waiver and acceptance of service. The following Order shall remain in place during the pendency of this action, unless modified, terminated, or amended by further order of the Court upon motion of either of the parties:

1. **PROPERTY:** Neither party shall sell, transfer, encumber, conceal, assign, remove or in any way dispose of, without the consent of the other party in writing, or without an order of the Court, any disputed property, individually or jointly held by parties, except in the usual course of business, for customary and usual household expenses or for reasonable attorney's fees and costs in connection with this action. This provision is not to be interpreted to control property which is co-owned with a third party. Any party seeking to restrict the transfer, encumbrance or disposal of property that is co-owned with a third party shall file an appropriate motion with the Court with notice to all persons whose property may be affected.

2. **DEBTS:** Neither party shall incur any unreasonable or unnecessary debts, including but not limited to, further borrowing against any credit line secured by the family residence, further encumbering any assets, or unreasonably using credit cards or cash advances against credit or bank cards.

3. **MEDICAL/DENTAL INSURANCE:** Neither party shall cause the other party to be removed from any medical, hospital and/or dental insurance coverage, and each party shall maintain the existing medical, hospital and dental insurance coverage in full force and effect absent extraordinary circumstances (i.e., coverage cost doubled, party lost job, etc.).

4. **LIFE INSURANCE:** Neither party shall change the beneficiaries of any existing life insurance policies, and each party who has traditionally paid the following shall maintain existing life insurance, automobile insurance, homeowner's or renter's insurance policies in full force and effect.

5. **TAX RETURNS:** If neither party has filed a federal income tax return on the date of filing the Petition, the parties shall confer and attempt to agree upon whether to file a joint return. If the parties file a joint return and there is an income tax refund, the parties shall equally divide the refund unless there is a written agreement stating otherwise. Neither party shall be permitted to e-file a joint federal income tax return

without the written consent of the other party. Failure to comply with these provisions may subject a party to sanctions by the Court, including fines or the imposition of attorney's fees and costs.

6. **ENFORCEMENT/MODIFICATION:** Failure to obey this Order may be punishable by contempt of court. If you wish to modify this Order, you must file an appropriate motion with the Escambia County, Florida, Clerk of Court, Family Law Office.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida
this _____ day of _____, 20_____.

CIRCUIT COURT JUDGE

Conformed copies to:
Petitioner
Respondent

ECAD2018-02, ATTACHMENT 2

FAMILY LAW STANDING PRETRIAL ORDER - WITH MINOR CHILDREN

The following Family Law Standing Pretrial Order ("Order") shall apply to both parties in an original action for dissolution of marriage. Service of this Order shall be made with service of process of a Petition for Dissolution of Marriage and shall be effective with regard to the Petitioner upon filing of the Petition, except as to timesharing provisions in paragraph 9 below, which shall be effective upon service of the summons on the Respondent or upon waiver and acceptance of service. This Order shall be effective with regard to the Respondent upon service of the summons and Petition for Dissolution of Marriage or upon waiver and acceptance of service. The following Order shall remain in place during the pendency of this action, unless modified, terminated, or amended by further order of the Court upon motion of either of the parties:

1. **PROPERTY:** Neither party shall sell, transfer, encumber, conceal, assign, remove or in any way dispose of, without the consent of the other party in writing, or without an order of the Court, any disputed property, individually or jointly held by parties, except in the usual course of business, for customary and usual household expenses or for reasonable attorney's fees and costs in connection with this action. This provision is not to be interpreted to control property which is co-owned with a third party. Any party seeking to restrict the transfer, encumbrance or disposal of property that is co-owned with a third party shall file an appropriate motion with the Court with notice to all persons whose property may be affected.

2. **DEBTS:** Neither party shall incur any unreasonable or unnecessary debts, including but not limited to, further borrowing against any credit line secured by the family residence, further encumbering any assets, or unreasonably using credit cards or cash advances against credit or bank cards.

3. **MEDICAL/DENTAL INSURANCE:** Neither party shall cause the other party or the child(ren) of the marriage to be removed from any medical, hospital and/or dental insurance coverage, and each party shall maintain the existing medical, hospital and dental insurance coverage in full force and effect absent extraordinary circumstances (i.e., coverage cost doubled, party lost job, etc.).

4. **LIFE INSURANCE:** Neither party shall change the beneficiaries of any existing life insurance policies, and each party who has traditionally paid the following shall maintain existing life insurance, automobile insurance, homeowner's or renter's insurance policies in full force and effect.

5. **TAX RETURNS:** If neither party has filed a federal income tax return on the date of filing the Petition, the parties shall confer and attempt to agree upon whether to file a joint return. If the parties file a joint return and there is an income tax refund, the parties shall equally divide the refund unless there is a written agreement stating otherwise. Furthermore, if the parties file separate returns and they cannot agree in writing as to the allocation of the child dependency exemption(s), neither party is permitted to claim a child of the marriage without a Court order. Neither party shall be permitted to e-file a joint federal income tax return without the written consent of the other party. Failure to comply with these provisions may subject a party to sanctions by the Court, including fines or the imposition of attorney's fees and costs.

6. **REMOVAL OF MINOR CHILDREN:** Neither party shall permanently remove the minor child(ren) of the parties over whom the Court has jurisdiction from the State of Florida, without written consent of the other party or an order of the Court.

7. **CHANGING RESIDENCE:** A party moving from their residence shall notify the other party or the other party's attorney, in writing, within forty-eight (48) hours of such move, of an address and telephone number where the relocated party can receive communication and where the child(ren) will be staying. This provision shall not apply if there is a conflicting court order.

8. **PARENTAL RESPONSIBILITY:** Unless there is another court order in effect, the parties shall share parental responsibility for any minor child(ren) of the marriage. A copy of the *Shared Parental Responsibility Statement* is attached hereto as **Exhibit "A"**.

9. **TIMESHARING:** The parties may agree to any timesharing schedule they believe is in the best interest of the child(ren). Any timesharing schedule should be established in writing. Absent a written agreement to the contrary, each parent shall have equal timesharing (50%) with the minor child(ren) and each parent shall cooperate to facilitate equal timesharing (50%) with the minor child(ren) until further order of this Court. If the parties cannot agree to the specifics of a 50/50 timesharing arrangement, the parties shall follow a weekly rotating schedule, exchanging the child(ren) on Fridays after school or by 6:00 p.m., if a party cannot pick up the child(ren) after school. The Respondent shall receive the first week beginning on Friday following the service of process. However, all parties should be aware that this 50/50 schedule does not create a presumption for or against a 50/50 timesharing schedule for all future hearings involving parenting time. The Court will consider the factors provided in Florida Statutes Chapter 61.13(3) to determine both the temporary and final timesharing of the parties based upon the child(ren)'s best interests.

- a. Holiday timesharing shall be governed by the **Family Law Holiday and Other Timesharing Schedule** attached hereto as "**Exhibit B.**"

- b. For cases in which child abuse and/or neglect is alleged by a party against the other parent, with specificity, that party shall promptly file the appropriate verified pleadings with the Court to seek immediate relief from the above timesharing schedule. If applicable, the parties shall follow their written timesharing arrangement or the weekly rotating schedule until any such verified pleading seeking relief therefrom is filed. If the Court determines that the allegations contained in the verified pleading do not support the claim and if the filing party has failed to follow the parties' written agreement or the weekly rotating schedule as set forth in the Family Law Standing Pretrial Order, that party may be subject to sanctions, including, but not limited to, contempt, make-up timesharing, and attorney's fees and costs. **If there is a domestic violence injunction in effect which governs the minor child(ren), it shall take precedence over this Order until specifically addressed by this Court.**

10. **BACK-UP CARE:**

- a. **SHORT TERM:** When the child(ren) is/are with either parent and that parent has to be absent, because of work, social obligations etc., and is not able to care for the child(ren) for a period of less than nine (9) hours, that parent does not have to give the other parent first right of refusal to keep the child(ren) as long as a relative, by blood or marriage, within the third degree (e.g., great-grandparent, grandparent, aunt, uncle or step-parent) provides care for the child(ren). If a relative, as defined above, does not provide that care, then that parent shall contact the other parent and allow him or her the opportunity to care for the child(ren). The parent that is providing back-up care shall provide all transportation associated with exercising this timesharing.
- b. **LONG TERM:** When the child(ren) is/are with a parent and that parent has to be absent for a period of time in excess of nine (9) hours, the parent that is not able to care for the child(ren) shall contact the other parent and allow him or her the opportunity to care for the child(ren). If that parent is not able to care for the child(ren), then the first parent may select a third party to care for the child(ren). The parent that is providing back-up care shall provide all transportation associated with exercising this timesharing.
- c. **EXCEPTIONS TO SHORT/LONG TERM BACK-UP CARE:** If the child(ren) is/are enrolled in and attending day care or after school care and the policy of the day care/after school care provider

requires the attendance of the child(ren) or the child(ren) will lose his/her/their slot, compliance with the above back-up care provision(s) is/are not mandatory. Additionally, the parent who is assigned Spring Break, summer vacation, Fall Break or Christmas vacation timesharing under this Parenting Plan may choose for the child(ren) to spend such time with a relative, by blood or marriage within the third degree (e.g., great-grandparent, grandparent, aunt, uncle or step-parent), even if such parent is not present. In this situation, the other parent does not have the back-up care rights listed above. Furthermore, during summer vacation time, a parent may choose to enroll the child(ren) in a special activity, day camp or overnight camp including, but not limited to, Boy/Girl Scouts, sports camp, or music camp. The purpose of the activity must be to foster an interest of the child(ren). In this situation, the other parent does not have the back-up care rights as stated above. Standard daycare used to keep the child(ren) while the parent is away does not meet this required purpose.

11. **SCHOOL DESIGNATION.** If the parties elect for the child(ren) to attend a public school, the child(ren)'s public school attendance shall be determined pursuant to a written agreement(s) reached between the parties in compliance with Escambia County School District ("ECSD") guidelines. School choice is governed by guidelines established by the ECSD. A copy of the parties' written agreement shall be provided to the child(ren)'s school upon enrollment. If the parties are unable to reach a written agreement, school choice shall be determined as follows in accordance with ECSD guidelines:

- a. The school where the child(ren) has/have customarily attended. If the school which the child has customarily attended is not available pursuant to ECSD guidelines, the parties shall agree in writing as to another school that is available, or the parties shall promptly seek relief with the Court; or
- b. If the child(ren) has/have not attended school (grades K-12) anywhere at the time of filing, then the child(ren) shall attend the school in which the parties' other children attend. If there are no other children of the marriage, the school shall be in the district where the parties last resided together for at least sixty (60) days, provided that one of the parties continues to reside in that school district; or
- c. Subject to the ECSD guidelines, when parties decide to live apart and cannot otherwise agree in writing on the child(ren)'s school enrollment, the parties shall promptly seek relief from the Court to determine school enrollment; or

- d. In the event that the parties are unable to obtain relief from the Court prior to the start of school and they have exercised equal timesharing preceding the start of school, the child(ren) shall attend the following school: the highest rated school in the district in which one of the parties resides, based on the information that can be found at: <http://schoolgrades.fldoe.org/>; or
- e. If none of the above factors are conclusive, the child(ren) shall attend school in compliance with ECSD guidelines based on the Petitioner's residence. Both parties shall ensure that the child(ren)'s school receives a copy of the most current court order addressing parental responsibility and timesharing.

It is recognized that this provision may not apply to all circumstances. In that event, the parties shall promptly seek immediate relief from the Court to address their specific issues. **The purpose of the above provisions is to maintain consistency and continuity for the child(ren) with respect to the child(ren)'s education.**

12. **TRANSPORTATION:** Unless otherwise agreed in writing, the parent beginning his/her timesharing shall provide transportation. When school/daycare is in session, all exchanges shall occur at school/daycare. When school/daycare is not in session, exchanges shall occur at the residence of the parent who is concluding his/her timesharing, unless otherwise agreed in writing. Either parent may delegate transportation to his or her spouse, grandparents, or a responsible third-party selected by the parent who is commencing his/her timesharing.

13. **ENFORCEMENT/MODIFICATION:** Failure to obey this Order may be punishable by contempt of court. If you wish to modify this Order, you must file an appropriate motion with the Escambia County, Florida, Clerk of Court, Family Law Office.

DONE AND ORDERED at Pensacola, Escambia County, Florida on this _____ day of _____, 20 .

CIRCUIT COURT JUDGE

Conformed copies to:
Petitioner
Respondent

SHARED PARENTAL RESPONSIBILITY STATEMENT

Each parent has been given shared parental responsibility. This means:

1. Both parents shall communicate so that major decisions that affect the child(ren) shall be made in consultation with each other. Said decisions include, but are not limited to, education, discipline, religion, medical, and the general parenting of the child(ren).
2. Each parent shall diligently remember to encourage and promote, between the other parent and child(ren), good relations, love and affection, and spending time with and giving attention to the other parent when that parent has the child(ren). Neither parent shall obstruct, impede or interfere with the other parent's right to associate with and enjoy the company of the minor child(ren), unless there is a court order that prohibits such contact by the other parent.
3. Each parent shall have access to records and information about the minor child(ren) including, but not limited to, medical, dental and school records. Each parent, where possible, shall independently obtain this information. When this information is not readily available to the other parent, the parent to whom the information is available is encouraged to obtain and share this information with the other parent. If there is a cost of obtaining information for the other parent, that parent must pay the cost to the parent who has access to the information before that parent has a duty to obtain the information.
4. Unless otherwise provided by a court order, the parent enrolling the child(ren) in school shall list both parents on the student registration card(s) or other document(s) required by the school to allow either parent to pick the child(ren) up from school or check the child(ren) out of school. Additionally, each parent shall be permitted to add individuals to the student registration card for emergency purposes or to pick up the child(ren) on that parent's scheduled days, provided that the individual is a relative by blood or marriage within the second degree (i.e., grandparent, aunt, uncle or stepparent). The parties may agree in writing to allow the other party's non-relative or significant other to be listed on the school enrollment form. Absent an emergency or the consent of the other parent, a parent should pick up or check out the child(ren) only on days assigned to that parent under the parties' timesharing schedule.
5. Neither parent shall in the presence of or around the child(ren) make any disparaging remarks about the other parent or call the other parent by an obnoxious or offensive name, use slang or curse words when referring to the other parent, or ask the child(ren) about the other parent's private life. Any feelings of ill will, dislike, hatred, lack of respect, or anger held by one parent against the other or held by both parents, shall not be exhibited in the presence of or around the child(ren). The relationship between the parents shall be as respectful and courteous as possible, when dealing with matters relating to the child(ren) or when in the presence of or around the child(ren).
6. Each parent has a duty to communicate directly with the child(ren) concerning his or her relationship with the child(ren) to the extent warranted by the child(ren)'s age and maturity. Neither parent can expect the other parent to act as a "go between" or "buffer" between the other parent and the child(ren). For example, if parenting time is missed or

changed by a parent and the child(ren) asks why, that parent should discuss this with the child(ren).

7. Both parents shall be entitled to participate in and attend activities in which the child(ren) is/are involved, such as religious activities, school programs, lunch with the child(ren) at school, sports events and other activities and important school and social events in which the child(ren) participate(s). A school's policy may supersede a parent's right to attend certain activities. Each parent has the duty to independently obtain knowledge of and information about these events. If information is exclusively or uniquely known to one parent, then that parent has the duty to timely inform the other parent of such information within a reasonable period of time before the event.
8. The child(ren)'s legal surname (last name) shall not be changed except by court order. The child(ren) shall be referred to by the child(ren)'s legal surname in all proceedings (including but not limited to: school, medical, religious, day care records, etc.) and occasions (including but not limited to social events, religious events, school activities, family gatherings, at home, work or play).
9. While legal stepparents and significant others often participate significantly in the life of the child(ren) and bonds of love and affection are formed, enjoyed and encouraged, each parent must remember that no one is to overshadow or displace the role of the other parent in the child(ren)'s life. While it is acceptable for the child(ren) to use a respectful name commonly associated with the role of a parent when talking to or about the stepparent or significant other, that name shall not replace the name of "Mother" or "Father" (or common derivative, e.g. "mom", "dad") used by the child(ren) to refer to the child(ren)'s parents. The parent associated with the stepparent or significant other has an affirmative obligation to discourage and prevent the child(ren)'s and the stepparent's or significant other's use of such names when talking to or about the stepparent/significant other.
10. Each party has a right to confer with the other pertaining to all major decisions affecting the welfare of their child(ren) (unless otherwise prohibited by Court order entered after the Court order incorporating this schedule, for example: Domestic Violence Injunction prohibiting such contact). Both parents shall confer so that the advantages and disadvantages of all major decisions affecting the welfare of the child(ren) will be determined jointly. Such major decisions may include, but are not limited to, the education, medical and dental care, religious training, and discipline of the minor child(ren). For example, this duty would include an obligation to discuss a decision to remove a child from public school in order to enroll a child in private school. Parents are cautioned that if they cannot agree on an issue involving the minor child(ren), that the Court can take a parent's lack of cooperation or unreasonableness into consideration when formulating or modifying a Parenting Plan in the minor child(ren)'s best interests. In the event that parents are unable to reach an agreement on a shared parenting issue, then either party may file a motion with the Court for resolution.

This Shared Parental Responsibility Statement is a general Order of Court. Some cases contain court orders that are unique and specific to that case. If in your case there is a Court Order that directly or indirectly conflicts with any provision of this Statement, you MUST obey that Court Order unless or until the Court expressly instructs you to do otherwise.

EXHIBIT B

FAMILY LAW HOLIDAY AND OTHER TIMESHARING SCHEDULE

1. **Holidays and Other Timesharing:** Unless otherwise agreed in writing, the following holiday and other timesharing schedule shall apply:

Except as otherwise set forth herein, all Monday holidays shall be spent with the parent who has the child(ren) on the weekend immediately preceding the Monday holiday. The parent who is exercising this holiday timesharing shall take the child(ren) to school/daycare on the scheduled morning that school reconvenes or return the child(ren) to the other parent, or daycare provider, no later than 9:00 a.m. if the child(ren) is/are not in school/daycare. Furthermore, in odd-numbered years, the **Father** shall have Halloween and the **Mother** shall have July 4th and Veteran's Day. In even-numbered years, this schedule is reversed. It is recognized that holiday timesharing is an interruption of, and supersedes regular weekday, weekend, and any uninterrupted summer timesharing. If the child(ren) is/are not enrolled in school/daycare due to age or home schooling, holidays and other timesharing shall be governed by the schedule of the public school in the child(ren)'s district. At the conclusion of any holiday timesharing, the previously established timesharing schedule shall resume as if there was no interruption unless otherwise agreed in writing by both parties.

A. **Thanksgiving/Fall Break:** If any portion of Fall Break falls during Thanksgiving week, regardless of how "titled" by the school system, the **Mother** shall have timesharing with the child(ren) for Thanksgiving/Fall Break during even-numbered years and the **Father** during odd-numbered years. Unless otherwise agreed in writing by the parties, Thanksgiving/Fall Break timesharing shall commence from the time school/daycare recesses or by 6:00 p.m. if a parent is unable to start timesharing after school/daycare recesses. This vacation period shall end the morning school reconvenes. The parent who is exercising timesharing shall take the child(ren) to school/daycare on the scheduled morning that school reconvenes or return the child(ren) to the other parent, or daycare provider, no later than 9:00 a.m. if the child(ren) is/are not in school.

In the event the child(ren)'s school/daycare elects to have a "Fall" Break separate from the week of Thanksgiving, the **Mother** shall have timesharing with the child(ren) during odd-numbered years and the **Father** during even-numbered years. Unless otherwise agreed in writing by the parties, Fall Break timesharing shall commence from the time school/daycare recesses or by 6:00 p.m. if a parent is unable to start timesharing after school/daycare recesses. This vacation period shall end the morning school reconvenes. The parent who is exercising timesharing shall timely take the child(ren) to school/daycare on the scheduled morning that school reconvenes, or return the

child(ren) to the other parent, or daycare provider, no later than 9:00 a.m. if the child(ren) is/are not in school.

B. Christmas Vacation: The Christmas holiday period shall be divided by the total number of days established by the child(ren)'s school/daycare for the Christmas holidays. Unless otherwise agreed in writing by the parties, Christmas timesharing shall commence when school/daycare recesses or by 6:00 p.m. if a parent is unable to start timesharing after school/daycare recesses. Christmas timesharing ends when school reconvenes. In odd-numbered years, the **Mother** shall have the child(ren) the first half of the Christmas holiday period. If the calculated number of days for Christmas vacation is odd, the child(ren) transition(s) to the other parent for the second half Christmas vacation at 12:00 p.m. If the calculated number of days for Christmas vacation is even, the child(ren) transition(s) to the other parent for the second half of Christmas vacation at 9:00 a.m. The parties shall include the day school/daycare recesses **and** the day school reconvenes in calculating the total number of days of Christmas vacation.

Splitting the holiday period equally can result in one parent having both Christmas Eve and Christmas Day. Parents are encouraged to work together so that the parent without one of these two days spends at least some time with the child(ren) on one or both of these days.

C. Good Friday/Easter weekend: Good Friday/Easter often falls within Spring Break vacation. In the event it **does not**, then the **Mother** shall have timesharing with the child(ren) during odd-numbered years and the **Father** during even-numbered years. Unless otherwise agreed in writing by the parties, Good Friday/Easter weekend commences after school/daycare lets out on Thursday and ends on Monday morning when the child(ren) is/are returned to school, daycare or the other parent if the child(ren) is/are not in school. If Good Friday/Easter falls within the Spring Break vacation period, then timesharing shall be pursuant to Paragraph 1(D).

D. Spring Break: The **Mother** shall have the timesharing with the child(ren) for Spring Break during even-numbered years and the **Father** during odd-numbered years. Unless otherwise agreed in writing by the parties, Spring Break timesharing shall commence from the time school/daycare recesses or by 6:00 p.m. if the parent exercising timesharing is unable to start timesharing after school/daycare recesses (i.e., if Spring Break begins on Monday, Spring Break timesharing begins when school/daycare recesses the prior week). Spring Break shall end the morning school reconvenes. A parent who is exercising timesharing shall take the child(ren) to school/daycare on the scheduled morning that school reconvenes, return to the child(ren) to the other parent, or daycare provider, no later than 9:00 a.m. if the child(ren) is/are not in school.

E. **Birthdays**: In odd-numbered years, the child shall celebrate his or her birthday with the **Mother**. In even-numbered years, the child shall celebrate his or her birthday with the **Father**. If the child attends school/daycare, time sharing shall commence from the time school/daycare recesses, or it starts at 6:00 p.m., but no later than 8:00 p.m. with written notice being given to the other parent, if due to work related reasons a parent is unable to start timesharing after school/daycare recesses. Unless otherwise agreed in writing, if a parent is unable to pick up the child by 8:00 p.m., then this timesharing shall be forfeited. This timesharing shall conclude the following morning, when the child is either returned to school or taken to the other parent's residence, or daycare (if applicable) by 9:00 a.m. if the child(ren) is/are not in school.

If the child is not of school age, birthday timesharing shall commence at 8:00 a.m., if a parent's schedule permits, or otherwise as soon as the birthday timesharing parent is able to pick up the child.

If the birthday celebration falls on a weekend, unless otherwise agreed by the parties in writing, birthday timesharing will be from 8:00 a.m. through 6:00 p.m. When appropriate, the parent holding a birthday celebration for the child may wish to consider inviting the other parent to the child's birthday celebration. If the parties have more than one (1) child, the above timesharing applies to all children of the parties.

F. **Father's Day and Mother's Day**: The day shall be spent each year with the parent for whom the day is named.

G. **Summers**:

For parents who are following the weekly (50/50) schedule pursuant to this Family Law Standing Pretrial Order or for those parents who did not include summer timesharing in their written agreement: the parents shall follow the weekly (50/50) timesharing schedule as set forth in paragraph 9 of the Family Law Standing Pretrial Order.

For parents who have entered into a written timesharing agreement that includes a summer timesharing schedule: the parties shall continue to follow their agreed upon schedule.

Whether the parties are following a 50/50 schedule or a different time sharing agreement, if a child is required to attend summer school, the timesharing shall proceed as during the normal school year for the time summer school is in session. Any remaining portion of the summer break, as defined above, shall be equally split between the parents pursuant to the Family Law Standing Pretrial Order or the parties' written agreement as to timesharing.

H. **School Planning Days/Non-Student Days**: No matter what parenting schedule the parties are exercising, whoever has the child for his/her regular parenting time shall exercise parenting time with the child for any school planning day or non-student day. In addition, if a school planning day or non-student day is included at the beginning or end of a scheduled holiday period, the parent who is exercising the holiday shall enjoy that school planning day or non-student day (i.e., if a school planning day falls at the end of Christmas break, that day shall be spent with the parent who has the second half of Christmas break). For purposes of this schedule, this does not include Good Friday as referenced in paragraph C. above.

I. **Hours of Shared Parenting**: Unless otherwise agreed in writing by the parties, hours of shared parenting for July 4th, Veteran's Day, Halloween, Mother's Day and Father's Day shall be from 8:00 a.m. until school/daycare begins the following morning (if in session), or otherwise at 9:00 a.m., the following morning when the child(ren) is returned to the other parent, or daycare, if applicable. However, if school/daycare is in session and unless otherwise agreed in writing by the parties, timesharing shall commence from the time school/daycare recesses, or by 6:00 p.m. if a parent is unable to start timesharing after school/daycare recesses.

J. **Required Notice**: It is very important that the parties communicate and cooperate with each other as to when the child(ren) will be picked up and returned to the other parent. Whenever a parent is unable to pick up the child(ren) from school/daycare at the appointed time or any other time as set forth herein, that parent shall notify the other parent of the time he/she will be able to begin his/her timesharing. The parent who is exercising the above timesharing shall notify the other parent whenever possible, in writing, **and** no less than one (1) hour in advance of when he/she will be picking up the child(ren) to commence his/her parenting time.