

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

\_\_\_\_\_  
Petitioner,  
and

CASE NO: \_\_\_\_\_

\_\_\_\_\_  
Respondent.

SHARED PARENTING PLAN

PART A - SHARED PARENTAL RESPONSIBILITIES, RIGHTS & DECISION MAKING

PART B - TIMESHARING PLAN & TIMESHARING RELATED ISSUES

Effective Date: This Shared Parenting Plan is effective as of the date the last party signs this Shared Parenting Plan or immediately upon the Court's signature.

Source Of Parenting Plan: This parenting plan is: (Choose one)

- A shared parenting plan agreed upon by the parties.
- A proposed shared parenting plan submitted by  Petitioner  Respondent.
- A shared parenting plan established by the court.

Type Of Parenting Plan: This parenting plan is: (Choose one)

- A temporary parenting plan.
- A final parenting plan.
- A modification of a prior final parenting plan or prior final order.
- A long distance parenting plan (Addendum shall be attached to this Shared Parenting Plan)

Parents: The parents subject to this Shared Parenting Plan are:

\_\_\_\_\_, herein called "Petitioner"; and

\_\_\_\_\_, herein called "Respondent".

Children: The children\* subject to this Shared Parenting Plan are:

\_\_\_\_\_, dob: \_\_\_\_\_;

\_\_\_\_\_, dob: \_\_\_\_\_;

\_\_\_\_\_, dob: \_\_\_\_\_;

\_\_\_\_\_, dob: \_\_\_\_\_.

\* The words “children” and “child” are used interchangeably herein.

**PART A**

**SHARED PARENTAL RESPONSIBILITIES, RIGHTS, & DECISION MAKING**

**A.1. JURISDICTION:** The United States of America is the country of habitual residence of the child(ren). The State of Florida maintains the most significant contacts with the child(ren) and is the most appropriate forum for addressing parenting contact and timesharing. The State of Florida is the child(ren)’s home state for the purposes of the Uniform Child Custody Jurisdiction And Enforcement Act. This Shared Parenting Plan is a child custody determination for the purposes of the Uniform Child Custody Jurisdiction And Enforcement Act, the International Child Abduction Remedies Act, 42 U.S.C. § 11601 et seq., the Parental Kidnaping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980.

This Parenting Plan shall be submitted to the Circuit Court in and for Okaloosa or Walton County, Florida. Both parties acknowledge that such court has exclusive subject matter jurisdiction in all matters pertaining to the issues addressed in this Shared Parenting Plan.

The only persons with parenting and timesharing rights with respect to the subject child(ren) are the **Petitioner** and **Respondent** as described herein. The courts of the State of Florida shall retain sole and exclusive jurisdiction in regards to all matters set forth herein for so long as either parent or the child(ren) continue to reside in the State of Florida or until such time as the courts of the State of Florida explicitly relinquish jurisdiction.

**A.2. SHARED PARENTAL RESPONSIBILITY:** The Petitioner and Respondent shall share parental responsibility of their minor child(ren) and shall retain full parental rights and responsibilities with respect to their minor children as set forth in this Shared Parenting Plan.

**A.3. DECISION MAKING RIGHTS AND RESPONSIBILITIES:** Each party shall follow the below identified parenting decision making provisions in order:

A.3.1. General Principles: Each party shall confer with the other pertaining to all major decisions affecting the welfare of their minor child(ren). Such major decisions affecting the welfare of their minor child(ren) include, but are not limited to, education decisions, medical and dental care decisions, extra-curricular activity decisions, religious training decisions, and discipline of the minor child(ren). The parties shall make good faith efforts to jointly make such decisions in the best interests of the minor child(ren).

**CHECK BOXES BELOW AGREED UPON BY PARTIES OR ORDERED BY THE COURT.**

[ ] A.3.2. Third Party Dispute Assistance: In the event the parties cannot agree upon a major decision affecting their children, then they shall make good faith efforts to resolve such disputes using third party resources such as counselors, mediators, parenting coordinators, or other agreed upon third parties. For A.3.2 to be applicable, the parties or the Court must check off the box in front of A.3.2.

A.3.3. Ultimate Parental Decision Making Authority Allocation: In the event the parties do not agree on a parental decision after conferring with one another in accordance with A.3.1, and using the provisions of A.3.2. (only if designated box is checked), then the ultimate decision making authority for the following major decisions shall be made by:

- |   |                                     |                                     |
|---|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> Academic/educational needs of child(ren) | <input type="checkbox"/> Petitioner | <input type="checkbox"/> Respondent |
| <input type="checkbox"/> Daycare/After-school care                | <input type="checkbox"/> Petitioner | <input type="checkbox"/> Respondent |

- |   |                                     |                                     |
|---|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> Medical/Health related needs of child(ren) | <input type="checkbox"/> Petitioner | <input type="checkbox"/> Respondent |
| <input type="checkbox"/> Extra-curricular needs of child(ren)       | <input type="checkbox"/> Petitioner | <input type="checkbox"/> Respondent |
| <input type="checkbox"/> Religious needs of child(ren)              | <input type="checkbox"/> Petitioner | <input type="checkbox"/> Respondent |
| <input type="checkbox"/> _____ needs of child(ren)                  | <input type="checkbox"/> Petitioner | <input type="checkbox"/> Respondent |

A.3.4. Mental Health Treatment: Notwithstanding the provisions set forth above, either parent can consent to mental health treatment for the child(ren). However the parent so consenting to the mental health treatment **must** notify the other parent in writing within 24 hours of consenting to the treatment or making an appointment for mental health treatment.

A.3.5. Court Authority: The major decisions affecting the welfare of the minor child(ren) shall be made as provided in applicable paragraphs above, unless such decision is overridden by the Court approving this Shared Parenting Plan or successor court having complete subject matter jurisdiction in accordance with the Uniform Child Custody Jurisdiction And Enforcement Act. The "best interests of the children and preponderance of the evidence" standard of review shall be utilized by in judicial review.

**A.4. DAILY TASK RESPONSIBILITY**: Each parent shall be responsible for the daily tasks associated with raising the child(ren) while the children are actually with that parent. The daily tasks include, but are not limited to, the following:

Obtaining emergency medical or dental treatment
Ensuring that a child takes all prescribed medicines when required
Taking child to day care

Retrieving child from day care
Checking child's school work at the end of each school day
Doing required homework with child or ensuring that such is completed
Ensuring that the child brings all homework/assignments to school each day or as required
Taking child to lessons or sports activities
Retrieving child from lessons or sports activities
Waking child up in morning
Ensuring that a child is bathed or showered before school
Ensuring that the child has a proper and nutritious breakfast and takes vitamins (as agreed upon by the parents)
Making lunch or lunch arrangements with proper nutrition standards
Preparing and ensuring that the child has a nutritious supper
Getting a child to school or bus stop
Communicating with child's teachers
Retrieving child from school
Reading to younger children
Making sure child brushes teeth before bed and in the morning
Making sure child is properly clothed
Ensuring child attends school

Other:
Other:

**A.5. SCHOOL DESIGNATION AND ENROLLING PARENT:** For school boundary determination, registration, enrollment and completing all registration necessary for the child(ren)’s enrollment in school, the  Petitioner’s/ Respondent’s (choose one) address shall control for school boundary determination, and the  Petitioner/ Respondent (choose one) shall be designated as the enrolling parent and be responsible for completing all necessary documentation to enroll the child(ren) in school. Both parents shall be listed on the pickup/drop off list provided by the school such that both parents may pick up and drop off the child(ren) to/from school.

**A.6. COMMUNICATION BETWEEN PARENTS:** The parents shall communicate with each other concerning the child(ren) by (Choose all that apply):

- in person
- by telephone
- by e-mail
- by text message
- by Talking Parents Program
- by Family Wizard Program
- by AppClose Co-Parenting Application
- Other:\_\_\_\_\_

**A.7. OTHER SHARED PARENTING RIGHTS & RESPONSIBILITIES:**

A.7.1. Address and Telephone Numbers: Each parent has the right to know the address and telephone number of the other parent at all times. Each parent shall keep the other informed at all times as to his or her current telephone number and residence address

and the telephone number and residence address of the child(ren). Each parent shall notify the other parent in writing within 24 hours of any changes to their address and/or telephone number and the child(ren)'s address and/or telephone number. Each parent shall notify the court in writing within seven (7) calendar days of any changes to their address and/or telephone number;

A.7.2. Trip Itineraries: Each parent has the right to know where the child(ren) are at all times. Should either parent plan on having the child(ren) away from his or her normal residence for a period of more than 24 hours (e.g. for a trip or vacation) then such parent **shall** provide the other with an itinerary of where the child(ren) will be staying, providing addresses and telephone numbers **no later than** 72 hours prior to being away from the residence for a period of more than 24 hours. Even if the child(ren) are not with a parent on a trip, the parent on a trip should provide the other parent with an itinerary and a means to contact the traveling parent in the event a situation should arise involving the child(ren) which requires the parent with the child(ren) to contact the other parent.

A.7.3. Records: The transfer of information regarding the child(ren)'s lives is a mutual obligation. Each parent has the right to complete access to all of the child(ren)'s school, medical, dental, counseling, and psychological records. If not otherwise provided directly by a child(ren)'s school, or available for each parent to independently obtain, each parent shall immediately provide to the other parent all of each child(ren)'s academic report cards and progress reports. Each parent consents to any of the said child(ren)'s record holders to directly release to the other parent copies of such records. Neither parent shall in any way obstruct or hinder the other parent's right and ability to seek and obtain information pertaining to the child(ren). Except as stated above, each parent shall be responsible for obtaining their own copies of records and reports from the school and medical facilities. Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the child(ren). Both parents have equal and independent rights to confer with the child(ren)'s school, daycare, health care providers, and other programs with regard to the child(ren)'s educational, emotional, and social progress. Both parents shall be listed as "emergency contacts" for the child(ren). In the event the child(ren)'s school does not permit

a parent to be listed as an emergency contact, due to where the parent resides in relation to the school's location (i.e., the parent does not reside in the child's local area), the parent shall acquire documentation from the school stating the other parent cannot be listed as an emergency contact due to where the other parent resides, and provide the other parent with a copy of this correspondence from the school. The parent shall provide this correspondence to the other parent within 24 hours after being notified by the school that the other parent cannot be listed as an emergency contact.

A.7.4. Medical Condition: Each parent has the right to be immediately informed of any significant illness or significant injury sustained by the child(ren). "Significant" is hereby defined as any such condition which would require the child(ren) to miss school or be taken to a health care provider. Each party shall notify the other promptly of any significant illness or injury affecting the minor child(ren).

A.7.5. Religious, School, and Extracurricular Activities: Consistent with section A.3. above, the child(ren) have the right to participate in regularly scheduled religious, school, and other extracurricular activities appropriate for his/her age and talent. Such activities may include, but are not limited to, the following: T-Ball, Baseball, Soccer, Football, Basketball, Gymnastics, Ballet, Band, Modeling, Scouting, and Music Lessons.

Each parent has the right to be informed as to the schedule of such activities in which the child(ren) are involved and both shall be entitled to attend such activities. Both parents shall make good faith efforts to get the child(ren) to such activities on time and in appropriate attire. If not attending such activity, the parent who drops the child(ren) off for such activity has the duty to ensure that the child(ren) are picked up from such activity. Other than such regularly scheduled activities, neither parent shall make any commitments for the child(ren) during a time when the child(ren) would be with the other parent without first reaching an agreement with the other parent about such commitment.

Each parent has the right to participate in and attend the child(ren)'s religious activities, school activities including, but not limited to, school lunches, sports events, and other activities and important school and social events in which the children participate.



**Notwithstanding the foregoing**, a school’s policy (or specific court order) may supersede a parent’s right to **pick up a child from school or attend certain activities**.

The allocation of costs, between the parties, which are incurred on behalf of the child(ren) participating in a school activity, extracurricular activity, and/or religious activity **shall** be specifically addressed in the Court order or agreement in which this Shared Parenting Plan is ratified therein.

A.7.6. Timesharing And Support Are Mutually Exclusive: When a parent fails to pay any ordered support to the other parent, the payee parent shall not refuse to honor the payor’s timesharing and parenting rights as established by this Shared Parenting Plan. In addition, when a parent refuses to honor the other parent’s timesharing and parenting rights as established by this Shared Parenting Plan, the payor parent shall not fail to pay any ordered support to the payee parent.

A.7.7. Positive Relationship: Each parent shall make diligent efforts to maintain full access and to foster and encourage a positive relationship between the child(ren) and the other parent. Each party has an obligation to always refrain from making unflattering and derogatory remarks to, or regarding, the other parent in the presence of the child(ren).

A.7.8. Respect Differences: Each parent has a duty to respect the difference in parenting views that may exist between the parents. The parents shall recognize the fact that having different views does not mean that either individual is a bad or inadequate parent.

A.7.9. Counseling: Each party has an obligation to work with the other to establish a relationship which would enable them to become better parents and enable them to create an environment for the child(ren) free of conflict. This obligation may include a consideration of post-divorce counseling.

A.7.10. Courteous To Each Other: The parties shall be courteous to each other - especially in the presence of the child(ren).

A.7.11. Foster Love: Each parent is under an affirmative duty to foster the love and affection of the child(ren) for the other parent. Neither parent shall allow third parties to do or say anything to, or in the presence of, the child(ren) that will interfere with the love and affection of the child(ren) for the other parent.

A.7.12. Homework: Each parent has the obligation to ensure that a child regularly attends school and completes all assigned homework when a child is with him or her and to ensure that the child is prepared for the next school day.

A.7.13. Clothing: Each parent has the obligation to ensure that each child is properly clothed and has adequate clean clothing for any scheduled timesharing with the other parent. Each parent shall return to the other parent all such clothing (properly laundered) at the end of timesharing.

A.7.14. Car Seats/Seat Belts: Each party has the obligation to ensure that a child uses a car seat or seat belts appropriate for the child's age and weight at all times when being transported in an automobile or other motor vehicle.

A.7.15. Timesharing: Each parent has an affirmative obligation to ensure timesharing between the child(ren) and the other parent. There might come a time when, for one reason or another, the child(ren) exhibit some level of reluctance about participating in timesharing. Nevertheless, a parent has a duty to explain that the other parent loves the child(ren) and has a right, need and desire to timesharing. Further, each parent must make every effort to ensure that the child(ren) are ready and available for scheduled timesharing;

A.7.16. Contact Designation: Each parent shall ensure that the other parent is listed as a contact person on all day care and school records.

A.7.17. Photographs: Each parent shall at the time they are made available provide the other parent with an opportunity to obtain copies of all school photographs,

athletic, activity, or studio portraits taken of the child(ren). Each parent shall allow the child(ren) to keep a photograph of the other parent in each child's bedroom.

A.7.18. Child Support: A parent paying child support has a duty to remain current on all child support obligations (ongoing and retroactive).

A.7.19. Relationship Status With Child(ren): 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 age and maturity of the child(ren).

**A.8. EVIDENCE OF BAD FAITH**: Each parent shall refrain from the conduct set forth in this paragraph (A.8.1. - A.8.12). Engaging in such is evidence of bad faith non-compliance with the spirit and intent of the principles of "Shared Parental Responsibility" and may result in the imposition of sanctions by the Court:

A.8.1. Having the child(ren) deliver money or messages from one parent to the other and thus placing the child(ren) in the middle;

A.8.2. Asking the child(ren) to keep a secret from the other parent;

A.8.3. Interrogating or quizzing the child(ren) about what is going on at the other parent's home;

A.8.4. Saying unkind things about the other parent to the child(ren) or in the presence of the child(ren) or permitting others to do so;

A.8.5. Trying to conduct parental business when exchanging the child(ren) for timesharing;

A.8.6. Putting on a long, sad face when the child(ren) go from one parent to

the other;

A.8.7. Telling a child who wants a new toy or wants to do something that it costs money and then telling the child, "ask your father because he does not pay me enough support", or "ask your mother because I give her lots of child support and she just wastes it";

A.8.8. Asking the child(ren) directly or subtly, "Which of us do you really want to be with?";

A.8.9. Allowing the child(ren) to take control of timesharing whenever the child(ren) want to do so;

A.8.10. Having the child(ren) refer to a future or present step-parent as "mother", "father", "mom" or "dad";

A.8.11. Eavesdropping on or interrupting the child(ren)'s telephone conversation with the other parent;

A.8.12. Using, or permitting the use, as the child(ren)'s last name, anything other than the child(ren)'s legal name.

\_\_\_\_\_  
Petitioner,  
and

CASE NO: \_\_\_\_\_

\_\_\_\_\_  
Respondent.

**PART B**

**TIMESHARING PLAN & TIMESHARING RELATED ISSUES**

**B.1. WEEKEND TIMESHARING PLAN: (Choose one B.1.1. or B.1.2.)**

[  ] **B.1.1. Specific Weekend Schedule Created By The Parties/Court:** The parties shall have weekend timesharing with their minor child(ren) in accordance with the specific weekend schedule addendum attached hereto.

**OR**

[  ] **B.1.2. Alternating Weekends:** The Petitioner shall have weekend timesharing with the minor child(ren) every other weekend from the time school adjourns on Friday (or 3:00 p.m. if school is not in session) until the following Monday morning when the Petitioner timely delivers the minor child(ren) to school/daycare (or at 8:30 a.m. if school is not in session), with Petitioner's first such weekend commencing on \_\_\_\_\_. The Respondent shall have weekend timesharing with the minor child(ren) every other weekend from the time school adjourns on Friday (or 3:00 p.m. if school is not in session) until the following Monday morning when the Respondent timely delivers the minor child(ren) to school/daycare (or at 8:30 a.m. if school is not in session), with Respondent's first such weekend commencing on \_\_\_\_\_.

**B.1.2.1. "Monday" Holidays:** Weekend time sharing shall be extended until Tuesday morning if such Monday is one of the following holidays and the child(ren) are off from school: Martin Luther King's Birthday, Memorial Day, Columbus Day, Labor Day,

President's Day, or any other day off from school falling on a Monday.

**B.1.2.2. "Friday" Holidays:** Weekend time sharing shall commence when school adjourns on Thursday preceding a scheduled weekend timesharing if such Friday is a legal holiday or any day off from school falling on a Friday.

**B.1.3. Weekend Timesharing Superseded By Holiday Timesharing:** The foregoing weekend timesharing periods shall be superseded by the holiday/special timesharing periods identified in paragraph B.3 set forth below.

**B.2. WEEKDAY TIMESHARING PLAN: (Choose one B.2.1. or B.2.2.)**

**B.2.1. Specific Weekday Schedule Created By The Parties/Court:** The parties shall have weekday timesharing with their minor child(ren) in accordance with the specific weekday schedule reflected in the Addendum attached hereto.

**OR**

**B.2.2. Weekday Timesharing:** The \_\_\_Petitioner/ \_\_\_Respondent (**choose one**) shall have timesharing with the minor child(ren) at all times during the week, except that the \_\_\_Petitioner/ \_\_\_Respondent (**choose one**) shall have timesharing with the minor child(ren) each Wednesday from the time school adjourns through:

**CHECK ONE BOX BELOW:**

Wednesday evening at 8:00 p.m., or

The following Thursday morning when the child(ren) is/are timely delivered to school (or at 8:30 a.m. if school is not in session).

The party exercising this Weekday timesharing **shall** provide all transportation associated with such timesharing.

**B.2.3. Weekday Timesharing Superseded By Holiday/Other Timesharing:** The foregoing weekday timesharing periods shall be superseded by the holiday/special timesharing periods identified in paragraph B.3. set forth below and superseded by any extended weekend holiday periods (i.e. Monday/Friday holidays) identified in paragraph B.1 set forth above.

**B.3. HOLIDAY/SPECIAL TIMESHARING PLAN: (Choose one B.3.1. or B.3.2.).**

**B.3.1. Specific Holiday Schedule Created By The Parties/Court:** The parties shall have holiday/special timesharing with their minor child(ren) in accordance with the specific holiday/special schedule outlined in the Addendum attached hereto.

**OR**

**B.3.2. Shared Holidays/Reverse Each Year:** The parties shall have Holiday/Special timesharing with their minor child(ren) in accordance with paragraphs B.3.2.1. through B.3.2.9. below.

**B.3.2.1. - December Holiday Break:** The parents shall each be entitled to one-half of the December Holiday school break [measured from the day school adjourns until the day before school reconvenes]. In even numbered years, the Petitioner shall have the child(ren) for the first one-half of the December holiday school break (including Christmas Day) and the Respondent shall have the child(ren) for the second one-half of the December holiday school break. In odd numbered years, Respondent shall have the child(ren) for the first one-half of the December holiday school break (including Christmas Day) and the Petitioner shall have the child(ren) for the second one-half of the December holiday school break. The child(ren) shall transition to the other parent for the second half of the December holiday school break at 12:00 p.m. on the day between the two halves of the December break (if the calculated number of days of the December break is odd) or at 12:00 p.m. on the second

parent's time (if the calculated number of days of December break is even).

Notwithstanding the division of the December Holiday school break provided above, in the event the second one-half of the break is scheduled to begin on or before December 25 in any calendar year, the second one-half of the break **shall** begin at 12:00 p.m. on December 26.

**B.3.2.2. - Thanksgiving Holidays:** The Respondent shall be entitled to have the minor child(ren) for Thanksgiving timesharing in even numbered years and the Petitioner shall be entitled to have the minor child(ren) for Thanksgiving timesharing in odd numbered years. This Thanksgiving timesharing commences when school ends on the last day of school preceding Thanksgiving and ends on the following Monday morning when the child(ren) are timely delivered to school.

**B.3.2.3. - Spring Break:** The Petitioner shall be entitled to have the minor child(ren) for Spring Break timesharing in even numbered years and the Respondent shall be entitled to have the minor child(ren) for Spring Break timesharing in odd numbered years. "Spring Break" commences when school ends on the last day of school preceding Spring Break and ends on the following Monday morning when the child(ren) are timely delivered to school.

**B.3.2.4. - Easter:** The Respondent shall be entitled to have the child(ren) on Easter during odd numbered years starting at 5:00 p.m. on the Saturday before Easter Sunday until 5:00 p.m. on Easter Sunday. —The Petitioner shall be entitled to have the child(ren) on Easter during even numbered years starting at 5:00 p.m. on the Saturday before Easter Sunday until 5:00 p.m. on Easter Sunday. This timesharing shall supersede all other weekend, weekday, or Spring Break timesharing periods.

**B.3.2.5. - Halloween:** The Petitioner shall be entitled to have the



child(ren) for timesharing on Halloween during even numbered years between the time that school adjourns (if a school day or 2:00 p.m. if not a school day) until 9:00 p.m. The Respondent shall be entitled to have the child(ren) for timesharing on Halloween during odd numbered years between the time that school adjourns (if a school day or 2:00 p.m. if not a school day) until 9:00 p.m. This timesharing shall supersede all other weekend or weekday timesharing periods.

**B.3.2.6 - Summer:** The parties shall exercise equal (i.e., 50/50) rotating timesharing with the children two (2) continuous, consecutive weeks on/two (2) continuous, consecutive weeks off during the child(ren)'s Summer Break. The parties shall begin the Summer Break timesharing rotation beginning the first Friday immediately following the day the school is adjourned for the break, and the Summer Break timesharing rotation shall end on the Friday immediately preceding school resuming from this break. The parties shall exchange the minor child(ren) for timesharing every other Friday at 6:00 p.m. (child(ren)'s local time). In even numbered years, the Petitioner shall be entitled to exercise the first two (2) week rotation of the Summer Break and the Respondent's first two (2) weeks of the Summer Break rotation shall then follow thereafter. In odd numbered years, the Respondent shall be entitled to exercise the first two (2) week rotation of the Summer Break and the Petitioner's first two (2) weeks of the Summer Break rotation shall then follow thereafter.

Each parent shall be permitted to take the child(ren) on a trip or vacation, or enroll the child(ren) in camp during the Summer Break so long as it occurs during that parent's respective timesharing period. At the conclusion of the child(ren)'s Summer Break, the parties shall abide by the timesharing schedule set forth in B.1-B.3.

Summer School: Each parent has the obligation to ensure that the children attend summer school necessary for the children to pass to the next grade.

**B.3.2.7. - Mother's Day; Father's Day & Parent's Birthdays:**

Notwithstanding any of the above, the child(ren) shall be allowed to spend Father's Day and the Father's birthday with the child(ren)'s Father and Mother's Day and the Mother's birthday with the children's Mother between the hours of 5:00 p.m. the day before and 5:00 p.m. the day of the event.

**B.3.2.8. - Children's Birthdays:**

Whenever possible, the parties should both be encouraged to participate in a/the child(ren)'s birthday celebration. If such is not possible, then the child(ren) shall celebrate their birthdays with the Petitioner during odd numbered years and with the Respondent on even numbered years between the hours of 5:00 p.m. (child(ren)'s local time) the day before the child(ren)'s birthday and 5:00 p.m. (child(ren)'s local time) the day of the child(ren)'s birthday. The child(ren)'s siblings (in common with the parties) shall celebrate the birthday with the child(ren) and accompany the child(ren) with the Petitioner during odd numbered years and with the Respondent on even numbered years between the hours of 5:00 p.m. the day before the child(ren)'s birthday and 5:00 p.m. the day of the child's birthday (i.e., all children the parties share in common shall accompany one another for this special timesharing to celebrate one another's birthdays together).

**B.3.2.9. - Other:** (If applicable, fill in other timesharing periods)

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**B.4. BACKUP CARE: (Choose One B.4.1 or B.4.2. or B.4.3)**

**B.4.1.** The parties shall have backup care rights/timesharing with their minor child/ren in accordance with the specific terms of the addendum attached hereto.

The parties' back up care rights/timesharing with the minor child(ren) \_\_\_\_does/\_\_\_\_does not (**choose one**) apply during a parent's deployment for purposes of the Uniform Deployed Parents Custody and Visitation Act (Sections, 61.703-61.773, Florida Statutes).

**OR**

[  ] **B.4.2.** The parties shall have backup care rights/timesharing with the minor child/ren as follows:

Short term. A parent shall give the other parent reasonable advance notice of his/her intent to leave a child with a third party, other than a present spouse, grandparent, other blood relative, or bona fide educational program (Voluntary Pre-Kindergarten), for a period of six (6) hours or more. The other party shall then have the right to care for the child during such period of time.

Long term. If a parent intends to leave a child in the care of any third party (including present spouse, grandparent, or other blood relative) for a period of time in excess of 24 hours, then the other parent shall have the right to have the child with him or her provided the parties live in the same geographic area, and provided such would not cause a change in the child's school or interruption in the child's schooling.

The parties' back up care rights/timesharing with the minor child(ren) \_\_\_\_does/\_\_\_\_does not (**choose one**) apply during a parent's deployment for purposes of the Uniform Deployed Parents Custody and Visitation Act (Sections, 61.703-61.773, Florida Statutes).

**OR**

[  ] **B.4.3.** Each parent shall offer the other parent the opportunity to care for the child(ren) before using any third party child care provider for any period

exceeding \_\_\_\_\_ hours.

The parties' back up care rights/timesharing with the minor child(ren) \_\_\_does/\_\_\_does not (**choose one**) apply during a parent's deployment for purposes of the Uniform Deployed Parents Custody and Visitation Act (Sections, 61.703-61.773, Florida Statutes).

**B.5. OTHER TIMES:** The child(ren) shall be entitled to spend time with each parent at times other than as stated above as agreed upon by the parties. Both parties are encouraged to have flexibility and reciprocity in arranging other timesharing periods.

**B.6. TEENAGER:** Once the child attains his or her teenage years (e.g. starting at 13 years of age), the child starts a process of "separation" from his parents. Both parents should maintain maximum flexibility in developing alternatives to any rigid time sharing schedules.

**B.7. WAITING:** Absent telephone communication of extenuating circumstances, the child(ren) and the parent with the child(ren) has no duty to wait for the other parent for more than thirty (30) minutes of the timesharing commencement time. A parent who is late forfeits the weekend on which this occurs. In the event a parent is late at the beginning of a timesharing period other than a weekend that parent shall forfeit timesharing until the next day.

**B.8. TRANSPORTATION:** Unless otherwise stated herein, the parent beginning their timesharing shall provide transportation for the child(ren). Each party shall be solely responsible for the payment of their transportation costs incurred due to exercising the timesharing schedule set forth herein.

**B.9. Prompt for Timesharing:** Each parent has an obligation to promptly appear for scheduled timesharing so as not to unduly inconvenience the other parent or to adversely impact on the schedule of the child(ren).

**B.10. Timesharing Scheduling:** The child(ren) shall not be used as messengers for timesharing notices. This provision is not intended to deny or limit a parent's ability to make plans with the child(ren), but is intended to ensure that the scheduling of the plans is done directly between the parents.

**B.11. Uniform Deployed Parents Custody and Visitation Act:** Unless otherwise stated herein or expressly modified by an addendum, the parties shall abide by all provisions set forth in the Uniform Deployed Parents Custody and Visitation Act (Sections 61.703, Florida Statutes through 61.773, Florida Statutes), which may be amended from time to time.

**B.12. Relocation Of A Parent:** Each parent/party identified in this Shared Parenting Plan shall be subject to (and comply with) all provisions of Section 61.13001, Florida Statutes, which may hereafter be amended from time to time.

**B.13. Parent Communication with Child:** Each parent has the right to contact the child(ren) by telephone or video conferencing at the residence of the other party with reasonable frequency, during reasonable hours, and for reasonable duration. Unless an emergency arises, "reasonable frequency" is hereby defined as once per day. "Reasonable hours" is hereby defined as between 8:00 a.m. and 8:00 p.m. (child's local time). "Reasonable duration" is hereby defined as no more than ½ hour per call. Each parent has a duty to promptly return telephone calls placed by the other and to see that the children do the same. The parent initiating a telephone call shall be responsible for paying any long distance charges. The child should be afforded reasonable privacy during conversations with the other parent. Neither parent shall record or monitor telephone calls between the child and the other parent. Each parent shall also be entitled to reasonable e-mail, text messaging, video conferencing, and written mail communication with the minor child. Such communication **shall not** be of such nature or extent so as to distract, obstruct, or deter a child from completing his/her homework, chores, or other regular activities.

**B.14. DEVIATIONS FROM "FORM":** Any deviations from the "form" provisions set forth above shall be made only by addendum or "handwriting" on the form of this Shared

Parenting Plan. That is, the type written text above shall not be edited or modified by way of computer in any way and then be submitted to the opposing party, opposing counsel, or trial judge with a representation that such is the “form” Shared Parenting Plan Template.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year written below.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

PETITIONER

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by PETITIONER who is personally known to me or who has produced a \_\_\_\_\_ as identification.

\_\_\_\_\_

NOTARY PUBLIC

State of Florida

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

RESPONDENT

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by RESPONDENT who is personally known to me or who has produced a \_\_\_\_\_ as identification.

\_\_\_\_\_

NOTARY PUBLIC

State of Florida

Approved and Ordered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Circuit Judge