**IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT**

**IN AND FOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY, FLORIDA**

Case No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Petitioner** Father/Mother

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Respondent** Father/Mother

## PARENTING PLAN

1. **PARENTS**

**Mother**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ Address Confidential: *{Please indicate here if mother’s address and phone numbers are confidential pursuant to either a \_\_\_\_\_ Final Judgment for Protection Against Domestic Violence, or \_\_\_\_\_ other court order \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_}.*

**Father**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ Address Confidential: *{Please indicate here if father’s address and phone numbers are confidential pursuant to either a \_\_\_\_\_ Final Judgment for Protection Against Domestic Violence or \_\_\_\_\_ other court order\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.}*

1. **CHILDREN**: This parenting plan is for the following child(ren) born to, or adopted by the parties:

Legal Name Date of Birth

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**III. JURISDICTION**

The United States is the country of habitual residence of the child(ren). The State of Florida is the child(ren)’s home state for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act.

This 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. Sections 11601 et seq., the Parental Kidnapping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980, and for all other state and federal laws.

**IV. PARENTAL RESPONSIBILITY** **AND DECISION MAKING**

**A. PARENTAL RESPONSIBILITY:** {Choose only **one**}

1. \_\_\_\_\_ **Shared Parental Responsibility.**

It is in the best interests of the child(ren) that the parents confer and **jointly** make all major decisions affecting the welfare of the child(ren). Major decisions include, but are not limited to, decisions about the child(ren)’s education, healthcare, religion and other responsibilities unique to this family.

2. \_\_\_\_\_ **Shared parental responsibility with designation of specific responsibility.**

It is in the best interests of the child(ren) that the parents confer and **jointly** make all major decisions affecting the welfare of the child(ren) except as noted below. Major decisions include, but are not limited to, decisions about the child(ren)’s education, healthcare, religion and other responsibilities unique to this family.

The \_\_\_\_\_ Mother/ \_\_\_\_\_ Father shall have sole responsibility for decisions relating to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The \_\_\_\_\_ Mother/ \_\_\_\_\_ Father shall have sole responsibility for decisions relating to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. \_\_\_\_\_ **Sole Parental Responsibility:**

It is in the best interests of the child(ren) that the \_\_\_\_ Mother \_\_\_\_ Father shall have sole authority to make major decisions for the child(ren.) It is detrimental to the child(ren) to have shared parental responsibility.

**B. DESIGNATION FOR OTHER LEGAL PURPOSES:**

The \_\_\_\_\_ Mother \_\_\_\_\_ Father is designated as the custodian of the child(ren) SOLELY for purposes of all other state and federal statutes which require a designation or determination of custody. **This designation does not affect either parent’s rights and responsibilities under this parenting plan.**

**C. DAY TO DAY DECISIONS**

Unless otherwise specified in this plan, each parent shall make decisions regarding day-to-day care and control of each child while the child is with that parent. Regardless of the allocation of decision making in the parenting plan, either parent may make emergency decisions affecting the health or safety of the child(ren) when the child is residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible.

D. **CHILD CARE:**

\_\_\_\_\_ Each parent may select appropriate childcare providers.

\_\_\_\_\_ All childcare providers must be agreed upon by both parents.

\_\_\_\_\_ Each parent must offer the other parent the opportunity to care for the child(ren) before using a childcare provider for any period exceeding \_\_\_\_\_ hours.

\_\_\_\_\_ Other: {Specify} \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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E. **EDUCATION**

For purposes of school boundary determination and registration, the \_\_\_\_Mother’s /

\_\_\_\_\_ Father’s address shall be designated.

\_\_\_\_\_ {If Applicable} The following provisions are made regarding private or home schooling: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The \_\_\_\_\_ Mother / \_\_\_\_\_ Father is responsible for providing a copy of this Parenting Plan with the child(ren)’s school or day care within \_\_\_\_ days of the entry of the Parenting Plan.

**The registering parent shall ensure that the other parent has access to the child(ren) as provided below:**

Both parents shall have access to educational records relating the child(ren) and shall be permitted to independently consult with any and all educational professionals involved with the child(ren). Each parent shall be responsible for obtaining records and reports directly from the school or day care.

Regarding emergency contacts, see V. INFORMATION SHARING below.

Both parents are permitted to pick up the child(ren), to attend school or daycare related functions regardless of which parent is exercising timesharing unless there is a court order stating otherwise. School or daycare related functions include, but are not limited to, lunch, extra -curricular activities, award ceremonies, field trips, etc.

The parents shall cooperate with each other in sharing information related to the child(ren)’s education and shall sign any necessary documentation to ensure that both parents have access to educational records.

**F. EXTRA-CURRICULAR ACTIVITIES *{****Indicate**all that apply****}***

1.\_\_\_\_\_ Either parent may register the child(ren) and allow them to participate in the activity of the child(ren)’s choice.

2.\_\_\_\_\_ The parents must mutually agree to all extra-curricular activities.

3.\_\_\_\_\_ The parent with the minor child(ren) shall transport the minor child(ren) to and/or from all mutually agreed upon extra-curricular activities, providing all necessary uniforms and equipment within the parent’s possession.

4.\_\_\_\_\_ The costs of the extra-curricular activities shall be paid by:

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

5.\_\_\_\_\_ The uniforms and equipment required for the extra-curricular activities shall be paid by: Mother \_\_\_\_\_\_\_ % Father \_\_\_\_\_\_\_\_%

6.\_\_\_\_\_ Other: {*Specify}*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**V. INFORMATION SHARING**. (*Unless otherwise indicated or ordered by the Court)*:

Unless otherwise prohibited by law, each parent shall have access to medical records and information pertaining to the child(ren) and shall be permitted to independently consult with any and all professionals involved with the child(ren). The parents shall cooperate with each other in sharing information related to the health and welfare of the child(ren) and they shall sign any necessary documentation ensuring that both parents have access to said records.

Each parent shall be responsible for obtaining records and reports directly from the health care providers.

Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the child(ren).

Both parents shall have equal and independent authority to confer with the child(ren)’s

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).

Unless an address is confidential pursuant to a court order, each parent has a continuing responsibility to provide a residential, mailing, and contact address and contact telephone number to the other parent. Each parent shall notify the other parent in writing within 24 hours of any changes. Each parent shall notify the court in writing within seven (7) days of any changes.

**VI. COMMUNICATION**

A. **BETWEEN PARENTS:**

All communications regarding the child(ren) shall be between the parents. The parents shall not use the child(ren) as messengers to convey information, ask questions, or set up schedule changes. The parents shall communicate with each other: {Indicate all that apply}

\_\_\_\_\_in person

\_\_\_\_\_by telephone/text

\_\_\_\_\_by letter

\_\_\_\_\_by e-mail

\_\_\_\_\_Other: {Specify}\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

B. **BETWEEN PARENT AND CHILD(REN):**

Both parents shall keep contact information current. Telephone or other electronic communication between the child(ren) and the other parent shall not be monitored by or interrupted by the other parent. “Electronic communication” includes telephones, electronic mail or e-mail, webcams, video-conferencing equipment and software or other wired or wireless technologies or other means of communication to supplement face to face contact.

The child(ren) may have \_\_\_\_\_ telephone \_\_\_\_\_ e-mail \_\_\_\_\_ other electronic communication in the form of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with the other parent: {Choose only **one**}

1.\_\_\_\_\_ Anytime

2.\_\_\_\_\_ Every day during the hours of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3.\_\_\_\_\_ On the following days\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**during the hours of** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4.\_\_\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Neither parent shall speak about the other parent in a derogatory manner in the presence of the child(ren) nor permit a third party to do so.

Neither parent shall encourage a child to refer to a third party as “Mom, Mother, Dad or Father.”

Both parents shall encourage a close and continuing parent-child relationship between the child(ren) and the other parent.

C. **COSTS OF ELECTRONIC COMMUNICATION SHALL BE AS FOLLOWS:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**VII. SCHEDULING**

Timeshare and child support are mutually exclusive. Timesharing cannot be refused based on failure to pay ordered support.

**A. SCHOOL CALENDAR:**

If necessary, on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_ of each year, both parents should obtain a

copy of the school calendar for the next school year. The parents shall discuss the

calendars and the time-sharing schedule so that any differences or questions can be

resolved.

The parents shall follow the school calendar of: *{Indicate all that apply}*

1.\_\_\_\_\_ the oldest child

2.\_\_\_\_\_ the youngest child

3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County

4.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ School or day care

**B. ACADEMIC BREAK DEFINITION:**

When defining academic break periods, the period shall begin at the end of the last

scheduled day of classes before the holiday or break and shall end on the first day of regularly scheduled classes after the holiday or break.

**C. SCHEDULE CHANGES:** *{Indicate all that apply}*

1.\_\_\_\_\_ A parent making a request for a schedule change will make the request as soon as possible, but in any event, except in cases of emergency, no less than \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_before the change is to occur.

2.\_\_\_\_\_ A parent requesting a change of schedule shall be responsible for any additional childcare, or transportation costs caused by the change.

3.\_\_\_\_\_ Other *{Specify}*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**D. SCHEDULING INTERFERENCE:**

Neither parent shall schedule events or activities (i.e. play dates, activities, etc.) for the child(ren) during the other parent’s scheduled timesharing without the other parent’s consent.

**E. TIME-SHARING SCHEDULE:**

**The Following Time-Sharing Schedule shall begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date and Time).**

**1. WEEKDAY TIMESHARING. Please indicate the overnights spent with each parent on the calendar provided by placing “M” for the Mother and placing an “F” for the Father to illustrate the timeshare rotation. Also indicate the exchange time. For example, if your exchange time is 6:00 pm on a Saturday and the child is going to the Father for an overnight, then Saturday would be marked with an “F” as the Father has the overnight, and a 6:00 pm exchange time.**

|  |
| --- |
| **Saturday** |
| F  6:00 pm |

**If the overnight is with the Mother and the Father has evening (only) timesharing from 6:00 pm until 8 pm fill in the schedule as follows:**

|  |
| --- |
| **Wednesday** |
| M  (F: 6-8) |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

**2. HOLIDAY TIMESHARING. (***Choose only* ***one***)

a. \_\_\_\_ No holiday time-sharing shall apply. The regular time-sharing schedule set forth above shall apply.

b. \_\_\_\_ Holiday time-sharing shall be as the parties agree.

c. \_\_\_\_ Holiday time-sharing shall be in accordance with the following schedule.

***The Holiday schedule will preempt and take priority over the regular weekday, weekend, and summer schedules.***

*Even numbered years (Indicate the parent within each column)*

|  |  |
| --- | --- |
| \_\_\_\_ Mother \_\_\_\_\_ Father | \_\_\_\_\_Mother \_\_\_\_\_Father |
| Martin Luther King Weekend | Spring Break Vacation |
| Memorial Day Weekend | July 4th |
| Labor Day Weekend | Thanksgiving |
| Halloween |  |
| 2nd Half of Winter Break | 1st Half of Winter Break |

*Odd numbered years (This will be the reverse of the above schedule. Indicate the parent within each column)*

|  |  |
| --- | --- |
| \_\_\_\_\_ Mother \_\_\_\_\_ Father | \_\_\_\_\_ Mother \_\_\_\_\_ Father |
| Spring Break Vacation | Martin Luther King Weekend |
| July 4th | Memorial Day Weekend |
| Thanksgiving | Labor Day Weekend |
|  | Halloween |
| 1st Half of Winter Break | 2nd Half of Winter Break |

i. MARTIN LUTHER KING JR. DAY WEEKEND, MEMORIAL WEEKEND, LABOR DAY WEEKEND: Time-sharing begins at 6:00 p.m. on Friday and ends 6:00 p.m. on Monday.

ii. SPRING BREAK : Spring break time-sharing begins at 6:00 p.m. on the day school releases for spring break and ends at 6:00 p.m. on Sunday at the end of spring break

iii. MOTHER’S DAY: Mother’s Day shall be spent with the mother every year. In the event the holiday falls on a weekend scheduled to be spent with the other parent, time-sharing begins at 9:00 a.m. and ends at 6:00 p.m. on Mother’s Day.

iv. FATHER’S DAY: Father’s Day shall be spent with the father every year. In the event the holiday falls on a weekend scheduled to be spent with the other parent, time-sharing begins at 9:00 a.m. and ends at 6:00 p.m. on Father’s Day.

v. JULY FOURTH WEEKEND:

If July 4th is on Monday, Tuesday, Wednesday, or Thursday, then time-sharing begins on July 3rd at 6:00 p.m. and ends at 8:30 a.m. on July 5th.

If July 4th is on Friday, time-sharing begins on July 3rd at 6:00 p.m. and ends at 6:00 p.m. on July 6th.

If July 4th is on Saturday or Sunday, time-sharing begins at 6:00 p.m. on the Friday before July 4th and ends at 8:30 a.m. the Monday after July 4th.

vi. HALLOWEEN/OCTOBER 31ST: If the holiday falls on a weekday, time-sharing begins at 3:00 p.m. (or when school releases) and ends at 8:30 p.m. If the holiday falls on a Saturday or Sunday, time-sharing begins at 9:00 a.m. and ends at 8:30 p.m.

vii. THANKSGIVING: Time-sharing begins on Wednesday before Thanksgiving at 6:00 p.m. and ends at 6:00 p.m. Sunday.

viii. WINTER BREAK: The first half of the winter time-sharing period begins at 6:00 p.m. on the last day of school and ends (including all travel) at 8:30 p.m. December 24th.

The second half of the winter time-sharing period begins at 8:30 p.m. December 24th and ends at noon January 1st (including all travel). If school resumes significantly after the January 1 holiday, the parties are encouraged to negotiate an equitable allocation of the additional time.

ix. MOTHER’S BIRTHDAY: The mother’s birthday shall be spent with the mother every year. If the mother is not scheduled to have time-sharing and the mother’s birthday is on a weekday, then the time-sharing hours shall begin at 3:00 p.m. or when school releases and end at 8:30 p.m.. If the mother’s birthday is on a weekend scheduled with the other parent, time-sharing begins at 9:00 a.m. and ends at 6:00 p.m. on the mother’s birthday.

x. FATHER’S BIRTHDAY: The father’s birthday shall be spent with the father every year. If the father is not scheduled to have time-sharing and the father’s birthday is on a weekday, time-sharing begins at 3:00 p.m. (or when school releases) and ends at 8:30 p.m. If the father’s birthday is on a weekend scheduled with the other parent, time-sharing begins at 9:00 a.m. and ends at 6:00 p.m. on the father’s birthday.

xi. CHILD’S BIRTHDAY: The child’s birthday shall be spent with the parent with time-sharing Block A in odd-numbered years and the other parent in even-numbered years. If the child’s birthday falls on a weekday, time-sharing shall be from 3:00 p.m. (or when school releases) and ends at 8:30 p.m. If the child’s birthday falls on a weekend, time-sharing begins at 9:00 a.m. and ends at 6:00 p.m. on the child’s birthday.

Other:

**Holidays** **Even Years Odd Years Beginning Time Ending Time**

\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

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**3. SUMMER TIMESHARING.** (*Choose only* ***one*)**:

[Insert the name or designation of the appropriate parent in the space provided]

\_\_\_\_\_a. The parents shall follow the regular schedule through the summer.

\_\_\_\_\_b. Parent \_\_\_\_\_\_\_\_\_\_\_\_ shall have the entire Summer Break from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_c. The parents shall equally divide the Summer Break as follows: During odd-numbered years, Parent \_\_\_\_\_\_\_\_\_\_ shall have the child(ren) from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date) until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Date). The other parent shall have the child(ren) for the second half of the Summer Break from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Date) until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Date). The parents shall alternate the first and second one-halves each year unless otherwise agreed. During the extended periods of time-sharing, the other parent shall have the child(ren) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_d. One parent shall have the child(ren) for one week and the other parent shall have the child(ren) for one week rotating back and forth. Exchanges shall occur on the day and at the time set forth below: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_e. Each parent shall have five weeks during summer to be exercised in a period of three weeks and a period of two weeks, not consecutive to each other. In odd numbered years the \_\_\_\_\_ Mother \_\_\_\_\_ Father shall have first choice of summer timesharing and shall designate such choice in writing no later than April 1 of each year. In even numbered years the other parent shall have first choice and shall designate such choice in writing no later than April 1 of each year.

\_\_\_\_\_f. Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**4.** **NUMBER OF OVERNIGHTS.**

[Insert the name or designation of the appropriate parent in the space provided]

Based upon the time-sharing schedule, Parent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has a total of \_\_\_\_ overnights per year and Parent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has a total of \_\_\_\_ overnights per year.

**Note: The two numbers must equal 365.**

**VIII. TRANSPORTATION AND EXCHANGE OF CHILD(REN)**

**A.** **TRANSPORTATION:** {Choose only **one**}

1.\_\_\_\_ The \_\_\_\_ Mother \_\_\_\_ Father shall provide all transportation.

2. \_\_\_\_\_The parent beginning their time-sharing shall provide transportation for the child(ren).

3.\_\_\_\_\_ The parent ending their time-sharing shall provide transportation for the child(ren).

4.\_\_\_\_ Any non-local arrangements: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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5.\_\_\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**B.** **EXCHANGE:** {Choose only **one**}

Both parents shall have the child(ren) ready on time with sufficient clothing packed and ready at the agreed upon time of exchange. If a parent is more than 30 minutes late without contacting the other parent to make other arrangements, the parent with the child(ren) may proceed with other plans and activities.

1.\_\_\_\_\_ Exchanges shall be at Mother’s and Father’s homes unless both parents agree to a different meeting place.

2.\_\_\_\_\_ Exchanges shall occur at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

unless both parties agree in advance to a different meeting place.

**C. FOREIGN AND OUT OF STATE TRAVEL:** {Indicate all that apply}

1.\_\_\_\_\_ Either parent may travel within the United States with the child(ren) during his/her time-sharing. The parent traveling with the child(ren) shall give the other parent at least \_\_\_\_ days written notice before traveling out of state unless there is an emergency, and shall provide the other parent with a detailed itinerary, including locations and telephone numbers where the child(ren) and parent can be reached at least \_\_\_\_ days before traveling.Where one parent lives out of state and a non-local parenting plan is in place, the non-local parent does not have to give a notice or itinerary where the travel is to/from the parent’s home state.

2.\_\_\_\_\_ Either parent may travel out of the country with the child(ren) during his/her time-sharing. At least \_\_\_ days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers where the child(ren) and parent may be reached during the trip. Each parent shall timely provide whatever documentation is necessary for the other parent to take the child(ren) out of the country, including but not limited to, consent for a passport.

3.\_\_\_\_\_ If a parent wishes to travel out of the country with the child(ren), he/she shall provide the following security for the return of the child: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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4.\_\_\_\_\_Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**IX. CHANGES OR MODIFICATIONS OF THE PARENTING PLAN**

The Parties understand, and agree, that it is in the best interest of the Minor Child(ren) for both parents to have quality timeshare with their child(ren). They agree to follow this Timeshare/ Parenting Plan to the best of their abilities. They are aware that there may be times that each Party may have to make good faith adjustments to accommodate this timeshare due to their work schedules and other occurrences that may develop. Temporary changes may be made if they are confirmed in writing by text, letter, or email. **When the parties do not agree, this Parenting Plan remains in effect until further order of the court.**

Any substantial changes to the Parenting Plan must be sought through the filing of a supplemental petition for modification.

**X. RELOCATION**

Any relocation is subject to and must be sought in compliance with section 61.13001, Florida Statutes. Even a parent with limited time-sharing must comply. Note: Section 61.13001, Florida Statutes, defines “parent” as “any person . . . who is entitled to access to or time-sharing with the child.”

**XI. DISPUTES OR CONFLICT RESOLUTION**

Parents shall attempt to cooperatively resolve any disputes which may arise over the terms of the Parenting Plan. The parents may wish to use mediation or other dispute resolution methods and assistance, such as Parenting Coordinators and Parenting Counselors, before filing a court action.

**XII. OTHER PROVISIONS**

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**IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW:** [fill in **all** blanks]

This form was prepared for: [*choose* ***one or both***] ( ) Husband ( ) Wife

This form was completed with the assistance of:

*{name of individual}* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*{name of business}* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*{address}* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*{city}* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, *{state}*\_\_\_\_\_\_, *{telephone number}*\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**SIGNATURES OF PARENTS**

**(Where parenting plan was achieved by agreement of the parties)**

**I certify that I have been open and honest in entering into this Parenting Plan. I am satisfied with this Plan and intend to be bound by it effective the date signed below.**

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

Signature of Mother

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I certify that I have been open and honest in entering into this Parenting Plan. I am satisfied with this Plan and intend to be bound by it effective the date signed below.**

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

Signature of Father

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Judicial Enforcement:** Failure to comply with the terms of this Parenting Plan may result in appropriate sanctions against the offending party, as permitted by Florida law.

**DONE and ORDERED** on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Circuit Court Judge