

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN
AND FOR ESCAMBA COUNTY, FLORIDA
FAMILY LAW DIVISION**

CASE NO.:
DIVISION:

In Re the Marriage of:

Petitioner,
v.
,
Respondent.

_____ /

PARENTING PLAN

Check only the items that will be in your family's Parenting Plan

1. PARENTING PLAN OF:

Both Parents By Stipulation Court Ordered Plan

Mother (proposed) Father (proposed)

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>E-mail</u>
Father:			
Mother:			

<u>Name</u>	<u>Date of Birth</u>	<u>Age</u>
Child 1:		

2. DURATION

This parenting plan is intended to be a temporary permanent resolution of parenting issues.

3. PARENTAL RESPONSIBILITY:

The parent responsibility for the Child(ren) shall be:

shared by both parents

the Father shall have sole parental responsibility; or

the Mother shall have sole parental responsibility.

4. GENERAL SHARED PARENTAL RESPONSIBILITY PRINCIPLES

Unless otherwise specifically stated herein, parents with shared parental responsibility shall have the following parental rights and responsibilities:

A. 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).

B. Each parent shall diligently remember to encourage and promote, between the other parent and child(ren), good relations, love and affection, 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.

C. 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, each parent 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 other parent before that parent has a duty to obtain the information. Should a parent have concerns regarding the academic, social, or emotional development of the child(ren), that parent has an obligation to contact the appropriate school, doctor, or other individual regarding same. A parent cannot rely totally upon the other parent to supply all of the information which he/she deems necessary regarding the care and development of the children. 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) (unless otherwise permitted by Court order).

D. Medical Condition: Each parent has the right to know of any significant

illness of a child or significant injury sustained by such child(ren). "Significant" is hereby defined as any such condition which would require a child to miss school or to 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).

E. 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. 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' time sharing schedule.

F. 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).

G. 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 time-sharing is missed or changed by a parent and the child(ren) asks why, that parent should discuss this with the child(ren).

H. 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, within a reasonable period of time before the event.

I. 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). While legal stepparents 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 the stepparent is **NOT** 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, 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.

J. Each party has a duty 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 Restraining Order). Both parents shall confer so that the advantages and disadvantages of all major decisions affecting the welfare of the child(ren) will determine 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, it may include allowing a child to anticipate in a school related activity, e.g., field trip. It would not include a decision to have a child's hair trimmed.

I. Each parent shall have access to all academic, medical, and other health elated information pertaining to the child(ren). Both parents shall share all information to such records.

ii. Each parent has independent authority to confer with the child(ren)'s school, daycare, medical, and health related providers a n d other programs with regard to the child(ren)'s educational, emotional and social progress.

iii. Both parents shall be listed as emergency contacts for the child(ren).

5. SPECIFIC AREAS OF PARENTAL RESPONSIBILITY

Note: Selections in this area may supersede the "General Shared Parental Responsibility Principals" recited in Section 4 above.

A. DAILY TASKS ASSOCIATED WITH THE UPBRINGING OF THE CHILD(REN)

Each parent shall determine the manner and method of daily tasks associated with the upbringing of the child(ren) when the child(ren) are in their respective care; or

Regardless of with which parent the child(ren) are with, the following shall be done/observed by each parent:

1. School attendance..
2. _____
3. _____

B. HEALTH CARE DECISION MAKING SHALL BE:

Shared by Both Parents;

Made by the Father;

Made by the Mother; or

C. THE CHILD(REN) SHALL ATTEND SCHOOL:

At the public school for the attendance zone of the Father's address;

At the public school for the attendance zone of the Mother's address.

D. SCHOOL-RELATED MATTERS DECISION MAKING SHALL BE:

Shared by Both parents; Made by the Father;

Made by the Mother

E. CHILD(REN)'S EXTRACURRICULAR ACTIVITIES DECISION MAKING SHALL BE :

Shared by Both parents;

Made by the Father;

Made by the Mother

F. OTHER:

Shared by Both parents; .

6. Parental Disagreement/Conflict Resolution

For areas of decision making that one parent has not been designated as the sole decision maker in "Specific Areas of Parental Responsibility" (Section 5 above), the parents shall attempt to resolve the issues between the parents outside the presence of the child(ren). In the event of a disagreement on decision-making between the parents:

The parents shall submit the issue to mediation prior to proceeding to court unless immediate court action is required to protect the child(ren) in an emergency situation; or

The parents shall submit the issue to the court at the earliest available date.

OR

The ultimate decision making authority for:

Shall be made by:

Health care needs of the child(ren)

Mother Father

School-related matters

Mother Father

Other activities of the child(ren)

Mother Father

Note: In the event of an emergency and the inability to contact the other parent, a parent with shared parental responsibility has the authority to consent to emergency medical treatment regardless of contrary provisions in Sections 5 or 6.

7. COMMUNICATIONS WITH THE CHILD(REN)

Both parents shall provide the other parent with current contact information including home and work telephone numbers and addresses.

Each parent shall maintain at least one working phone.

Telephone, email or other forms of contact shall not be monitored by or interrupted by the other parent unless agreed to in writing or ordered by the Court.

A. Each parent shall maintain the following forms of communication device(s) for purposes of facilitating the children's contact with the other parent:

- telephone;
- cellular phone;
- internet and e-mail access; and/or

8. COMMUNICATIONS WITH OTHER PARENT

Parents shall communicate by:

- Telephone
- In Person
- E-Mail
- Text Message
- US Mail
- Any of the above

9. TIME SHARING PLAN

The parents shall have parenting time according to the following plan:

Mark the box for the parenting time according to the following plan:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Wk. 1	<input type="checkbox"/> Mother <input type="checkbox"/> Father						
Wk 2	<input type="checkbox"/> Mother <input type="checkbox"/> Father						
Wk 3	<input type="checkbox"/> Mother <input type="checkbox"/> Father						
Wk 4	<input type="checkbox"/> Mother <input type="checkbox"/> Father						

NOTE:

Unless otherwise agreed between the parties, the parenting times above shall start from the time school recesses, or one (1) hour after school if the child(ren) need(s) to retrieve personal items from the other parent (the one [1] hour does not apply if the parent beginning parenting time supplies all necessary clothing, accessories, etc.), or it starts otherwise at 6:00p.m, if due to work related reasons the parent beginning parenting time is unable to start parenting time after school recesses. Parenting time continues through the morning until the other parent's next parenting time begins. If school is in session, the child(ren) shall be taken to

school by the parent whose parenting is ending. If school is not in session, the child shall be returned to the other parent's residence, or day care (if applicable), by 9:00 a.m. Once the child(ren) is/are picked up to begin parenting time, it is that parent's responsibility to house and care for the child(ren) should be returned early/

Weekday Parenting Time: Weekday parenting time shall begin from the time school recesses, or it starts otherwise at or before 6:00p.m, if the parent is unable to start parenting time after school recesses. Parenting time shall end at 8:00p.m.

10. HOLIDAYS, ACADEMIC BREAKS, SIGNIFICANT DAYS

- The time sharing plan selected in Section 9 above **shall not** be modified by the holiday, academic break and significant day schedule below; or
- The time sharing plan selected in Section 9 above **shall** be modified by the holiday, academic break and significant day schedule below.

Mark each box with either: “even”, “odd”, or “N/A”.

<u>HOLIDAY</u>	<u>MOTHER</u> Initial	<u>FATHER</u> Initial
New Year’s Day		
MLK Day		
President’s Day		
Memorial Day		
July 4 th		
Labor Day		
Veteran’s Day		
Thanksgiving		
Christmas Eve		
Christmas Day		
Mother’s Day		
Father’s Day		
Mother’s Birthday		
Father’s Birthday		

Minors' Birthday		
Summer First Half		
Summer Second Half		

*Holiday times shall begin at 8:00 a.m. and end at 11:00 p.m.

Other Holiday

Instructions: _____

11. GENERAL TIME SHARING PROVISIONS

A. Back-up Care:

i. Short Term: When the child(ren) 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 six (6) 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 second degree (e.g., 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 time-sharing.

ii. Long Term: When the child(ren) is/are with either parent and that parent has to be absent for a period of time in excess of six (6) 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 a third party may care for the child(ren). The parent that is providing back-up care shall provide all transportation associated with exercising this time.-sharing.

iii. Exceptions to Short and 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 provision(s) is/are not mandatory. Additionally, the parent who is assigned Spring Break, summer vacation, Fall Break or Christmas vacation time-sharing under this Parenting Plan may choose for the child(ren) to spend such time with a relative,

by blood or marriage within the second degree (e.g., 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.

B. Trip Itinerary: Each parent has the right to know the whereabouts of the child(ren) when time-sharing will be exercised in a different locale other than the home. Should either parent have the child(ren) away from their normal residence for a period of more than 24 hours (e.g., for a trip or vacation) then prior to exercising that time-sharing, such parent shall provide the other with an itinerary of where the child(ren) will be staying providing addresses, telephone numbers of each location, the length of the stay, the name of all persons who may provide care for the child(ren) during the stay, the departure date, and the date of return/arrival. In case of an emergency involving the child(ren) and in the best interest of the child(ren), each parent is encouraged to communicate with the other(unless prohibited by Court order) when he or she will be traveling away from home for less than 24 hours. Each parent should provide the other parent with telephone number(s), pager, voice mail, or contact information for a third party so that the parent may contact the other parent if there is an emergency involving the child(ren).

C. Scheduled Events: In the event the child has an extracurricular activity or social event (e.g., softball game, ballet, Scout meeting, school/church play, etc.), then both parents are required to assure the child's attendance, provided the parents have agreed in writing the child will participate in these activities and the child is not otherwise ill or unable to attend due to extraordinary circumstances. Both parents have 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 (unless otherwise prohibited by the Court order). 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 off for such activity has the duty to ensure that the child(ren) is/are picked up from such activity.

D. Child Support: Non-payment or late payment of child support is not a legal or acceptable reason to deviate from or refuse to follow this time-sharing schedule. Conversely, denial of time-sharing will not legally justify non-payment or late payment of child support. Denial of time-sharing may subject the denying parent to sanctions (punishment) by the Court.

E. Grandparents: Grandparents usually have a desire to maintain a relationship and contact with their grandchildren. Likewise, grandchildren benefit from maintaining a strong and loving relationship with their grandparents. The parents are strongly encouraged to share time with the paternal and maternal grandparents.

F. Waiting: The child(ren) and a parent shall have no duty to await the arrival of the other parent for more than thirty (30) minutes. If the child(ren) is/are not picked up by a parent within that time, then time-sharing shall be forfeited for that period, unless the parent's delay is excused by illness, extended work hours, or a physical impossibility to arrive on time, or a telephone call explaining the reason for the delay before the thirty (30) minutes have elapsed.

G. Cancellation by a parent: Forty-eight (48) hours notice shall be given by one parent to the other parent if time-sharing will not be exercised for any scheduled time-sharing. Otherwise, the parent who will be exercising his/her time-sharing is expected to pick up the child at the appointed time. Any time-sharing that is canceled without forty-eight (48) hours notice by a parent shall be forfeited unless the lack of time-sharing is caused by illness, extended work hours, or a physical impossibility to pick up the child(ren). In that event, and if make-up time-sharing is requested, it shall be in accordance with Paragraph F below.

In the event a child is ill and unable to safely leave the home, the parent who has the child in his/her care shall give the other parent twenty-four (24) hours notice, if possible, in order that appropriate alternate plans can be made in accordance with Paragraph F below. If medication has been prescribed for a child, then that medicine shall accompany the child, and shall be given as prescribed. The doctor's name and phone number shall be shared. In the event an accident or illness occurs while in the care of either parent, that parent shall notify the other parent as soon as practical.

12. MODIFICATIONS TO THIS PARENTING PLAN AND TIME-SHARING SCHEDULE

Parents are encouraged to vary items of the parenting plan as best meets the needs of the child(ren) first and the parents second. No modification (oral or written) is enforceable by the Court unless and until it is presented to the Court and made part of a Court order.

13. Relocation of a Parent: When a parent intends to relocate more than fifty (50) miles away from his or her principal residence at the time the last Court order addressing residential issues was entered, that parent must follow the provisions of Florida Statute § 61.13001. This statute requires, among other things, the sending of a detailed notice (with the specific information listed in the

statute) to the other parent and allows time for the other parent to raise to the Court his or her objection to relocation. The statute also has provisions for an agreement by the parties and approval by the Court. This statute does not apply if the intended move will place the new residence less than fifty (50) miles from the other parent.

Mother's Signature

Printed Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, to me well known to be the person described in or who produced a Florida Driver's License as identification, who executed the foregoing Parenting Plan and acknowledged before me that she executed the same freely and voluntarily and for the purpose therein expressed. WITNESS my hand and official seal in the County and state last aforesaid this ____ day of _____, 2012.

Notary Signature:

Father's Signature

Printed Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, , to me well known to be the person described in or who produced a Florida Driver's License as identification, who executed the foregoing Parenting Plan and acknowledged before me that he executed the same freely and voluntarily and for the purpose therein expressed. WITNESS my hand and official seal in the County and state last aforesaid this ____ day of _____, 2012.

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Notary Signature: