

IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA

Case No.

,
Petitioner,

v.

Respondent.
_____ /

PARENTING PLAN

This is a proposed Parenting Plan submitted by the _____, INSERT NAME

1. **PARENTS:**

_____ –
_____ –

2. **CHILDREN:** This Parenting Plan is for the following child born to the parties:

3. **JURISDICTION:** This Court has subject matter jurisdiction of this action, personal jurisdiction over the parties and Florida is the home state of the minor child.

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.

4. **SHARED PARENTAL RESPONSIBILITY:**

- a. It is in the best interest of the child that the parents confer and attempt to agree on the major decisions involving the child. Major decisions include, but are not limited to, decisions about the child's education, healthcare, and other responsibilities unique to this family. If the parents are unable to agree on an issue in the best interest of the child after a good faith negotiation, the matter should be

presented to the Court by motion for an evidentiary hearing and the Court shall determine which parent shall have the right to decide the issue.

- b. The parent who has actual physical custody of the child at any particular time (the custodial parent) shall make the DAY TO DAY regular and ordinary decisions for the child's control and discipline, emergency medical and dental care, other routine daily care, and any emergency decision if there is insufficient time to contact the other parent.
- c. **GOOD FAITH EFFORTS OF THE PARTIES EXPECTED:** Both parents shall exercise, in the utmost good faith, his and her best efforts at all times to encourage and foster the maximum relations of love and affection between the minor child and the child's parents. When the child is with one parent, the other parent shall have open but reasonable rights of telephonic communication with the child, in private, at least one (1) time per day. Both parents must recognize that the child has the right to be treated as interested and affected persons and not as pawns or possessions of either parent; the right to grow to maturity in home environments which will best guarantee opportunities for the child to become mature and responsible citizens; the right to the love, care, discipline, and protection of both parents; the right to know both parents and to have the benefit of both parents' love and guidance through time-sharing; the right to positive and constructive relationships with both parents; the right to the most adequate level of economic support that can be provided by both parents; and the right to be regarded as persons within the family. In return, the child has the moral duty to honor and respect their _____ and _____.

5. **SCHEDULING:**

- a. **School Calendar:** If necessary, on or before August 1st of each year, both parents should obtain a copy of the school calendar for the next school year. The parents shall discuss the calendar and the time-sharing schedule so that any differences or questions can be resolved. The parents shall follow the school calendar of the school the child is attending.
- b. **Academic Break Definition:** When defining academic break periods, the periods 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:** 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 emergencies, no less than forty-eight (48) hours before the change is to occur. A parent requesting a change of schedule shall be responsible for any additional child care or transportation costs caused by the change.

- 6. **TIME-SHARING SCHEDULE:** The word custodial parent or non-custodial parent does not convey on either parent more or less rights as a parent, but indicates whom the child may be with at any particular time.

- a. **Regular Time-sharing:** The parties shall have the following time-sharing with their minor child:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

“D” represents an overnight with Dad and “M” represents an overnight with Mom unless otherwise indicated.

- b. **Holidays, Special Occasions & Academic Break Schedule:** Holidays, special occasions and academic breaks shall take precedence over the regular time-sharing schedule. The parties shall be entitled to the following time-sharing for holidays, special occasions, and academic breaks:

- i. **Christmas/New Year’s /Winter School Break:** The parties shall have the following time-sharing with the minor child during the Christmas/Winter break: The parties shall share each Winter Break equally. In even numbered years, the _____ shall have the minor child from the day school recesses until 2:00 p.m. at the midpoint of the winter break. The _____ shall have the minor child from 2:00 p.m. at the midpoint until drop off at school when school resumes. In the event that both Christmas Eve and Christmas Day fall entirely within one parent’s time-sharing, the other parent shall be entitled to time-sharing with the minor child from 12:00

p.m. until 6:00 p.m. on Christmas Day. In odd numbered years, the parties shall reverse this time-sharing.

- ii. Easter: The parties shall rotate the Easter holiday each year. In odd numbered years, the _____ shall be entitled to time-sharing with the minor child on Saturday night from 7:00 p.m. until 7:00 p.m. on Easter Sunday, at which time the parties shall resume the regular timesharing schedule. In even numbered years, the parties shall reverse this time-sharing.
- iii. Spring Break: The parties shall split the Spring Break holiday each year. The parent who has the minor child the Friday when school recesses for the Spring Break holiday shall have the minor child until the following Wednesday at 12:00 p.m. The other parent shall have time-sharing with the minor child for the remainder of the Spring Break Holiday until drop off at school when school resumes.
- iv. Thanksgiving: In odd numbered years, the _____ shall have the minor child from 6:00 p.m. on the day school recesses before Thanksgiving Day until 6:00 p.m. on the Friday following Thanksgiving, at which time the parties shall resume the regular time-sharing schedule. In even numbered years, the parties shall reverse this time-sharing.
- v. Memorial Weekend: In odd numbered years, the _____ shall have the minor child from the Friday before the Memorial Day holiday at 6:00 p.m. until the Tuesday following Memorial Day at 9:00 a.m. or drop off at school, at which time the parties shall resume the regular time-sharing schedule. In even numbered years, the parties shall reverse this time-sharing.
- vi. Fourth of July: In even numbered years, the _____ shall have time-sharing with the minor child on the Fourth of July beginning at 9:00 a.m. overnight until 9:00 a.m. the following morning, at which time the parties shall resume their regular time-sharing schedule. In odd numbered years, the parties shall reverse this time-sharing.
- vii. Labor Day Weekend: In even numbered years, the _____ shall have the minor child from the Friday before the Labor Day holiday at 6:00 p.m.

until the Tuesday following Labor Day at 9:00 a.m. or drop off at school, at which time the parties shall resume the regular time-sharing schedule. In odd numbered years, the parties shall reverse this time-sharing.

- viii. Mother's Day and Father's Day: If the child is not already with the appropriate parent, they shall spend Mother's Day with the Mother beginning at 7:00 p.m. on the night before the holiday until 7:00 p.m. on Mother's Day, and Father's Day with the Father beginning at 7:00 p.m. on the night before the holiday until 7:00 p.m. on Father's; at which time the parties will resume the regular time-sharing schedule.
- ix. Child's Birthday: The parties shall celebrate the child's birthday during their regular time-sharing, unless otherwise agreed upon by the parties.
- x. Summer Break: The parties shall each be entitled to three (3) weeks of uninterrupted time-sharing with the minor child. In even numbered years, the _____ shall have first selection of the dates she wishes to exercise this time-sharing. In odd numbered years, the _____ shall have first selection of the dates he wishes to exercise this time-sharing. The party whose first selection it is will notify the other parent in writing on or before May 1st of the dates they wish to exercise the two-week period for summer time-sharing. In the event a parent fails to notify the other parent on or before this date, the other parent shall automatically have first selection of the dates they wish to exercise their two-week period of summer time-sharing and shall inform the other parent in writing of same. The remainder of the summer break shall follow the regular time sharing schedule.
- xi. Additional Holidays/Academic Breaks: All other holidays and academic breaks shall follow the regular time-sharing schedule.

7. TRANSPORTATION/EXCHANGES & NOTICE:

- a. Transportation and Exchanges: Any exchanges that do not occur at the child's schools or extra-curricular activities shall take place at the _____. Both parents shall have the child ready and on time with any necessary personal belongings (i.e. school books, uniforms, and

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

- b. Notice: Each parent will give the other parent at least forty-eight (48) hours notice as to the non-exercise of any of his/her time-sharing with the minor child, including weekdays, weekends, holidays, special occasions, and/or academic breaks.
8. **FOREIGN AND OUT-OF-STATE TRAVEL**: Either parent may travel out of the **County or State** with the minor child during his/her time-sharing when the child are not in school. The parent traveling with the child shall give the other parent at least seven (7) 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 and parent can be reached at least three (3) days before traveling.

Each parent may travel out of the **Country** with the minor child during his/her time-sharing. At least fourteen (14) days prior to traveling, the parent shall provide a detailed itinerary, including locations and telephone numbers where the child and parent may be reached during the trip. Each parent agrees to provide whatever documentation is necessary for the other parent to take the child out of the country; including but not limited to passports. In the event either parent needs to obtain a passport for the minor child, the parties agree to equally share in the cost of obtaining the passports. Neither parent shall be expected to pay fees associated with obtaining a passport on an expedited basis. Both parents shall have access to the child's passport for out of country travel.

Each party shall have reasonable telephone contact with the child during the other parent's travel, if possible.

9. **EXTRACURRICULAR ACTIVITIES**:

- a. The parents shall mutually agree to all extracurricular activities before the child is enrolled in any activity that will impact the other parents' time-sharing with the child. For any such mutually agreed upon extracurricular activities, the parents will equally share in the cost of same, including registration, uniform, and/or

necessary equipment costs. Neither parent shall unreasonably withhold their consent. The parent who has the child will transport them to and/or from all mutually agreed upon activities unless otherwise agreed upon by the parties. The parents shall provide all necessary uniforms and equipment in their possession necessary for the activity.

- b. Either parent may register the child and allow them to participate in activities of their choosing during that parent's time-sharing. If not mutually agreed upon, the parent enrolling the child shall be solely responsible for the cost of same.
10. **SCHOOL DESIGNATION:** The _____ address shall be used to determine the child's school districts. The minor child may be enrolled and registered in school by either party..

11. **COMMUNICATION:**

- a. **Between Parents:** All communications regarding the child shall be between the parents. The parents shall not use the child as a messenger to convey information, ask questions, or set up schedule changes. The parties may communicate in person, by telephone, or through e-mail.
- b. **Between Parent and Child:** Both parents shall keep contact information current. Telephone or other electronic communication between the child and the other parent shall not be monitored by or interrupted by the other parent. At no time shall either parent be placed on speakerphone without their consent during conversations with the child. "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 may have contact with the other parent at anytime, and voicemails to or from the minor child are to be returned within one (1) hour of the receiving parent becoming aware that a message has been left. The parent not exercising time-sharing with the child shall have the right to contact the child by telephone at least one (1) time per day for a brief conversation not to exceed fifteen (15) minutes, for each child. The child shall be allowed to talk with the other parent in private. If the parent that the child is with

does not answer the telephone or is not at home and a message is left on an answering machine, then that parent shall cause the child to return the call to the non-custodial parent when the child returns. The child shall be allowed to call and speak in private with the non-custodial parent at all reasonable times that they desire to talk with that parent. The fifteen (15) minute time limitation set forth above shall not apply to telephone calls initiated by the child.

12. OTHER PROVISIONS REGARDING THE CHILD:

- a. Neither parent shall at any time discuss the litigation or any of its problems with the child.
- b. Neither parent shall in any way impede, obstruct, or interfere with the exercise by the other of his or her right of companionship with the minor child; and neither of them, at any time, shall in any way disparage, downgrade, or criticize the other parent, or allow any other person to do so, or in the presence of the minor child or by use of third parties. A parent shall not ignore or fail to respond when the child mention the other parent, as this portrays a negative attitude and discourages mention of the other parent. Each parent should respond with positive statements and positive non-verbal communication, even if it is believed that the other parent does not deserve them.
- c. Neither parent shall directly, or by the use of third parties, interrogate or question the child about the activities of the other parent. Neither parent shall use the child to send messages to the other. Each parent shall affirmatively foster love and respect for the other parent in all dealings with the child.
- d. Neither parent shall argue or participate in altercations or adversarial behavior in the presence of the child at any time. Their relationship in front of the child shall be businesslike, courteous, and non-adversarial. Each parent shall demonstrate respect for the other parent, even if her or she does not believe that the other deserves it.
- e. The parents may not encourage the child to call a new spouse or companion “Father,” “Dad,” “Mother,” “Mom,” or similar names, as such is detrimental to the relationship between the parents and may confuse and adversely affect the

child. A substitute name such as “Step-dad,” etc. shall be suggested and encouraged. A new spouse or companion shall not confront or attempt to interfere with the other parent’s contacts or visitation with the child and each parent is expected to prevent any such confrontation or interferences. The parents are expected to converse directly with each other concerning ALL MATTERS in a businesslike, courteous and non-adversarial way. The child shall not be allowed to use the last name of a new spouse or companion at school or otherwise without written consent of the other parent or court order.

- f. Each parent shall immediately deliver to the child all letters, cards, correspondence, gifts, toys, and other items sent to the child from the other parent. Neither parent shall withhold, return, destroy, give away, sell, or otherwise dispose of any such items, nor permit the child to do so, but shall deliver them to the child.
- g. Each parent shall notify the other by telephone or other direct communication of any serious accident, illness, or other emergency occurrence which affects the child as quickly as possible; and in no case more than two (2) hours after the custodial parent becomes aware of it. The non-custodial parent shall have the right to be fully informed of all aspects of the matter, shall have an equal right to visit or to be with the child, and shall have an equal right to receive all information from doctors, health care providers, and hospitals pertaining to the child.
- h. Both parents shall be entitled to participate in and attend special activities in which the minor child is engaged, such as school programs and graduation, recitals, sports and other extracurricular activities and programs. The parent initially receiving the information shall advise the other parent of the details of the activity within twenty-four (24) hours after receipt of same. In addition, each parent shall provide the other parent detailed information within that parent’s knowledge of any activities of the child, such as sports, games, recitals, graduations, summer camps, etc. and a complete copy of all doctor or health care provider reports, school report cards and notices or any other information

concerning the child, including notice of disciplinary or other problems.

- i. Each parent shall authorize, in writing if necessary, schools, health care providers, and other persons and/or entities having records relating to the minor child to furnish the other parent complete and detailed information upon request unless a court order is entered restricting access to such information. The information will be promptly furnished to the other parent within twenty-four (24) hours of the receipt of the information, and this shall be a continuing duty on the part of each parent.
 - j. Both parents have full rights to access all information regarding the child and if any information is withheld by a school, health care provider, doctor, or other person, the other parent shall affirmatively take whatever action is necessary to allow those persons to provide the information directly to the other parent. Both parents have equal rights to participation in all contact with teachers or school administrators. If any opportunity for conferences or other interaction is given, the parent receiving the information shall notify the other immediately so that they may participate. Both parents can communicate with teachers, doctors, or any other persons dealing with the child by telephone, email, or otherwise.
13. **CHILD SUPPORT:** Child support should be calculated pursuant to the State of Florida Child Support Guidelines.
14. **LIFE INSURANCE:** The parties shall obtain/maintain a life insurance policy in an amount not less than \$20,000.00 naming the other parent as sole irrevocable beneficiary for the benefit of the minor child so long as it is reasonably available to them through their employment. Each party shall be responsible for the premiums of their respective policy. Each party shall provide the other party verification of the existence of the policy on or before April 1st each year.
15. **HEALTH INSURANCE/EXPENSES:** The _____ shall be responsible for obtaining/maintaining medical and dental insurance for the benefit of the minor child so long as it is reasonably available to her. In the event the _____ does not have medical insurance reasonably available to her, she shall apply for Florida Kid Care. The _____ shall be responsible for the medical and dental insurance premiums and

same shall be calculated into child support pursuant to Florida child support guidelines. The parties shall share all uncovered mutually agreed upon expenses incurred on behalf of the minor child, including deductibles, co-pays, prescription costs, orthodontic costs, etc. in accordance with their relative child support percentages.

The parties shall use the following procedure to handle payments due from or to either of party. Each party shall provide the other with an identification card and claim forms for that party's use, and whoever incurs the health care expense shall file the claim forms. Each parent shall pay his/her share of uncovered expenses within fifteen (15) days after receipt of the billing statement (or receipt, if paid in advance by the submitting parent). The other party may not be held responsible for payment unless given a copy of the bill or receipt. The billing statements and receipts shall be provided to the other who owes the duty to pay within fifteen (15) days after the bills are received. The party having insurance coverage shall also inform the other party in writing of the amount which will be paid by insurance. Any miscalculations will be adjusted between the parties after the final insurance claim is determined. The responsible party will promptly pay the other party. If the bill was paid in advance by the serving party, the responsible party will directly reimburse the paying party.

Medical/Dental or any other Healthcare related appointments may be made by either parent. Any sick days for the child will be the responsibility of the parent who has the child in their custody.

16. **TAX DEPENDENCY**: The parties shall rotate the tax dependency exemptions for their minor child every year. The _____ shall claim the minor child in even number years and the _____ shall claim the minor child in odd number years.
17. **RELOCATION**: Any relocation of the minor child's residence out of Brevard County is subject to, and shall be sought in compliance with Florida Statutes §61.13001.
18. **DESIGNATION FOR OTHER LEGAL PURPOSE**: For all legal purposes wherein the minor child shall need a legal residential address, that address shall be the _____. This designation is SOLELY for purposes of all other state and federal laws which require such a designation. This designation does not affect either parent's rights and responsibilities under this Parenting Plan.

19. **CHANGES OR MODIFICATION OF THE PARENTING PLAN:** This Parenting Plan may be modified or varied on a temporary basis when both parents agree in writing. When the parents do not agree, the Parenting Plan remains in effect until further Order of the Court. Any substantial change to the Parenting Plan must be by written agreement of the parties or sought through the filing of a Supplemental Petition for Modification or by Stipulation of the Parties.
20. **DISPUTES OR CONFLICT RESOLUTION:** Parents shall attempt to cooperatively resolve any disputes which may arise over the terms of the Parenting Plan. The parents shall not be required to submit a dispute to mediation before filing a Court action.

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SIGNATURE OF PETITIONER

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

Dated: _____

Signature of Petitioner
Name:

State of Florida
County of _____

Sworn to and subscribed before me this _____ day of _____, 2012.

Notary Public or Deputy Clerk

[Print, type or stamp commissioned name of Notary
Public or Deputy Clerk]

_____ Personally known
_____ Produced identification
Type of identification _____