

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

Petitioner,

And

Case Number: _____

Respondent.

SHARED PARENTING PLAN

Part A- Parental Responsibilities, Rights and Decision-Making

Part B- Timesharing Plan and Timesharing Related Issues

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

Source (MUST choose one)

- A shared parenting plan agreed upon by the parties
- A proposed shared parenting plan submitted by the ____ Petitioner ____ Respondent
- A shared parenting plan established by the Court

Type of Parenting Plan: (MUST 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 the "Petitioner" and

_____ Herein called "Respondent"

Children: The child(ren) subject to this Shared Parenting Plan are:

_____ DOB _____

_____ DOB _____

_____ DOB _____

_____ DOB _____

If there are additional child(ren), please attach an additional page.

The word “child” and “children” are used interchangeably within this Shared Parenting Plan.

PART A

SHARED PARENTAL RESPONSIBILITIES, RIGHTS AND 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 parent 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 Kidnapping 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 exclusive continuing jurisdiction in regard 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. PARENTAL RESPONSIBILITIES (MUST choose one)

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.

Sole Parental Responsibility- Petitioner OR Respondent shall have sole parental responsibility for the minor child(ren) and therefore shall have sole decision-making for the minor child(ren). If the Court is to order sole parental responsibility, then specific findings will be made by the Court in the Final Judgment determining why sole parenting responsibility is in the best interest of the minor child(ren). **If one parent has sole parental responsibility that parent is also the sole decision maker and the provisions of A.3 below do not apply.**

A.3 DECISION-MAKING RIGHTS AND RESPONSIBILITIES AND SHARED PARENTING RESPONSIBILITY: Each Parent shall follow the below identified parenting decision-making provisions in order:

A.3.1. General Principles: Each parent shall confer with the other parent regarding all **major** decisions affecting the welfare of the minor child(ren). Such major decisions affecting the welfare of the minor child(ren) include, but are not limited to, education decisions, medical and dental care decisions, extracurricular activity decisions, religious training decisions, and discipline of the minor child(ren). **The parties shall make a good faith effort to jointly make such decisions in the best interest of the minor child(ren).**

A.3.2. Third Party Dispute Assistance – For A.3.2. to be applicable, the parties or the court **must** check the box in front of A.3.2. In the event the parties cannot agree upon a major decision affecting their child(ren) 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.

A.3.3. 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.4. **DAILY TASK RESPONSIBILITY**- Each parent shall be responsible for the daily tasks associated with raising the child(ren) while the child(ren) are in the physical custody of that parent, including but not limited to ensuring the minor child(ren) are fed, appropriately clothed for the weather, timely delivered and picked up from school/daycare, homework is completed, and are timely attending extracurricular activities.

A.5. **SCHOOL DESIGNATION AND ENROLLING PARENT:** For school zone/transportation determination, registration, enrollment and completing all necessary paperwork for the child(ren)'s enrollment in school the address for the Petitioner or Respondent (choose **ONLY** one) shall control. **BOTH** parents shall be listed on the emergency contact list and pick up/drop off list for the school. If the school does not allow both parents to be listed on the emergency contact list and pick up/drop off list proof of the prohibition from the school shall be provided to the other parent immediately. Both parties **MUST** agree to change the school of the minor child(ren) before any child is enrolled or disenrolled in any

school. The provisions of Florida Statute 61.13001 control regarding the relocation of either parent outside 50 miles of their current residence.

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

- In person
- Telephone
- Text Message
- Talking Parents
- Family Wizard
- App Close
- Other _____

A.7. **OTHER SHARED PARENTAL RESPONSIBILITIES:**

A.7.1. Parents' Addresses and Telephone Numbers: Each parent has the right to know the permanent address for each parent at all times. Each parent shall provide a telephone number where the other parent can be reached at all times. Each parent shall file their new address with the Clerk of Court no later than 10 days after the change of permanent address.

A.7.2. Trip Itineraries: Each parent has the right to know where the child(ren) will sleep during timesharing with the other parent. Each parent shall at all reasonable times have the means to connect with the minor child(ren) and/or other parent via telephone or video conferencing and shall provide any updated means of communication if necessary prior to travel. Each parent must provide lodging and commercial transportation information to the other parent when traveling with the child(ren).

A.7.3. Records: The transfer of information regarding the child(ren) is a mutual obligation. Each parent has the right to complete access to all the child(ren)'s school, medical, dental, counseling, and psychological records. Each parent shall ensure that both parents have equal access to any records of the minor child(ren) to include education, mental, dental, vision and extracurricular records. Neither parent shall in any way obstruct or hinder the other parent from obtaining any records related to the minor child(ren). Should any provider not allow for both parents to independently access any record of the minor child(ren) then the parent with access shall immediately upon receipt or access to records provide said record to the other parent. **Any absence from school shall be immediately reported to the other parent.**

A.7.4. Medical Condition: Each parent has the right to be immediately informed of any significant illness or significant injury sustained by the minor child(ren) regardless of who is

exercising timesharing. “Significant” is hereby defined as any such condition requiring the minor child(ren) to miss school or be taken to a health care provider.

A.7.5. Religious, School, Extracurricular Activities: The minor child(ren) have the right to participate in regularly scheduled religious, school and other extracurricular activities appropriate for their age and talent. Each parent has the right to be reasonable and timely informed as to the schedule of such activities and shall be entitled to attend said activities. Both parents shall make good faith efforts to drop off/pick up the minor child(ren) timely for their activities. Neither parent shall make commitments for the minor 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, school and extracurricular activities. Each parent shall ensure the other parent is timely notified of any such activity.

A.7.5.1. Cost of Religious, School, Extracurricular Activities: The allocation of costs between the parties which are incurred on behalf of the child(ren) participating in religious, school, and extracurricular activities shall be specifically address in the Court Order or agreement in which this Shared Parenting Plan is ratified.

A.7.6. Timesharing and Support are Mutually Exclusive: When a parent fails to pay any ordered support or expenses for the benefit of the minor child(ren), the payee parent shall not refuse to honor the payor’s timesharing and parenting rights established in this Shared Parenting Plan. In addition, when a parent refuses to honor the other’s timesharing and parenting rights established in this Shared Parenting Plan, the payor parent shall continue to pay the previously ordered support and/or expenses.

A.7.7. Positive Relationship: Each parent shall make diligent efforts to maintain full access to the minor child(ren). Each parent shall foster and encourage a positive relationship between the minor child(ren) and other parent, other parent’s family members and their significant others. Each Parent has an obligation to always refrain from making unflattering and/or derogatory remarks to, or regarding, the other parent, family members and/or their significant other, in the presence of the minor child(ren). Each parent shall encourage the minor child(ren) to respect the other parent and the other parent’s family members and/or significant other.

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 either individual is a bad or inadequate parent.

A.7.9. Environment Free from Conflict: Each parent has an obligation to work with the other to establish a relationship which would enable them to become better parents and create an environment free from conflict. This may require counseling.

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

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

A.7.12. Homework: Each parent has the obligation to ensure that a child regularly attends school and completes any schoolwork, homework and/or makeup work when the minor child(ren) is exercising timesharing with that parent. Each parent has a duty to ensure the minor child(ren) are prepared for school each day and working towards future projects/assignments.

A.7.13 Car Seats/Seat Belt: Each parent has the obligation to ensure that a child(ren) use a car seat or seat belt appropriate for the minor child's age, height and weight at all times when being transported in a motor vehicle.

A.7.14. Timesharing: Each parent has an affirmative obligation to ensure timesharing between the minor child(ren) and other parent. The minor child(ren) might at times have reluctance to participate in timesharing with the other parent. Each parent has a duty to explain the other parent loves the minor child(ren) and has a right and need to timesharing. Further, each parent has an obligation to ensure the minor child(ren) are ready and available for scheduled timesharing.

A.7.15. Law Enforcement Contact: No parent should contact law enforcement to address timesharing issues related to the minor child(ren) and other parent absent a good faith, reasonable, imminent concern for the health, safety or welfare of the minor child(ren), or to report a crime.

A.7.16. Photographs: Each parent shall immediately make available upon receipt, the ability for the other parent to obtain any "official" photograph of the minor child(ren) from any school, religious and/or extracurricular activities. Each parent shall allow the minor child(ren) to keep and display a photograph of the other parent in the child(ren)'s bedroom.

A.7.17. Relationship Status: Each parent has a duty to communicate directly with the minor child(ren) concerning his/her relationship with an intimate partner/significant other to the extent warranted by the age and maturity of the minor child(ren).

A.7.18. Application to all Minor Children: The below timesharing provisions, to include holiday provisions, apply to ALL minor children identified on page 2 regardless if they are too young to be in a K-12 school.

A.8. **EVIDENCE OF BAD FAITH**: Each parent shall refrain from the conduct set forth below. Engaging in such conduct is evidence of bad faith and non-compliance with the intent of this Shared Parenting Plan to foster a healthy relationship between each parent and the minor

child(ren). Violations of any portion of this Shared Parenting Plan, specifically this section, may result in sanctions being imposed if raised in a motion before the Court.

A.8.1. Neither parent shall have the minor child(ren) deliver money or messages from one parent to the other and thus place the child(ren) in the middle;

A.8.2. Neither parent shall ask the minor child(ren) to keep secrets from the other parent;

A.8.3. Neither parent shall interrogate the minor child(ren) about what is going on at the other parent's residence;

A.8.4. Neither parent shall say unkind things about the other parent, their family or significant other to the minor child(ren) or in the presence of the minor child(ren) or permit others to do so;

A.8.5. Neither parent shall try to conduct parental business when exchanging the minor child(ren) for timesharing;

A.8.6. Neither parent shall put on a long, sad face when exchanging the minor child(ren);

A.8.7. Neither parent shall discuss, in the presence of the minor child(ren), issues of financial support to include whether or not financial support is paid, or how much financial support is paid or owed.

A.8.8. Neither parent shall ask the minor child(ren) directly or indirectly with which parent the minor child prefers to live;

A.8.9. Neither parent shall allow the minor child(ren) to take control of timesharing or decide whether the minor child(ren) will participate in timesharing;

A.8.10. Neither parent shall have the minor child(ren) refer to anyone as any form of "mom" or "dad" or any derivative thereof except the parties;

A.8.11. Neither parent shall eavesdrop or unnecessarily interrupt the minor child(ren)'s electronic and/or telephonic contact with the other parent;

A.8.12. Neither parent shall use, or allow to be used, any name for the minor child(ren) except the minor child(ren)'s last name.

A.8.13. Contact with law enforcement in violation of A.7.15 or the knowing provision of false information regarding domestic violence, sexual violence, child abuse, child abandonment or neglect shall be considered bad faith.

PART B

TIMESHARING PLAN AND TIMESHARING RELATED ISSUES

Choose one of the following:

B.1 Equal timesharing OR

B.2. Specific Schedule OR

B.3 Alternate Weekend Timesharing

B.1. **Equal Timesharing (50/50):** Pursuant to Florida Statute 61.13 (2)(c)(1), there is a rebuttable presumption that equal timesharing of a minor child is in the best interest of the minor child. To rebut this presumption a parent must prove by a preponderance of the evidence that equal timesharing is not in the best interest of the minor child(ren). The court must make specific written findings in the order of the court that equal timesharing is not in the best interest evaluating the factors in Florida Statute 61.13(3). **Choose either B.1.1. or B.1.2. or B.1.3.**

B.1.1. **Weekly rotation school exchange:** The parties shall equally share overnights with the minor child(ren) exchanging the minor child(ren) every _____ when the custodial parent delivers the minor child(ren) to school and the non-custodial parent picks up the minor child from school. If school is not in session the parents will (**choose one**)

Exchange the minor child(ren) at a place and time agreed upon by the parties

Exchange the minor child(ren) at 5:00 PM on the date of the usual exchange at _____

OR

B.1.2. **Weekly rotation non-school exchange:** The parties shall equally share the overnights with the minor child(ren) exchanging the minor child(ren) every _____ (day) when the non-custodial parent delivers the minor child(ren) to the other parent at _____ (location) at _____ (time). Any changes to the time or location of the exchange shall be in writing and agreed upon by both parties.

OR

B.1.3. **Specific schedule in addendum:** The parties agree to a specific equal time-sharing schedule for the minor child(ren) in the attached addendum.

B.2. **Specific Schedule Attached:** It is in the best interest of the minor child(ren) for the parents to have unequal/weekend overnight time-sharing with the minor child(ren). The time-sharing schedule agreed upon by the parties or ordered by the Court is attached hereto as an addendum.

B.3. **Alternate Weekend Timesharing:** Upon agreement of the parties or order of the Court, the parties are to comply with the below unequal timesharing with the minor child(ren). The Court shall make findings in the final order adopting this Shared Parenting Plan that overcomes the presumption that equal timesharing is in the best interest of the minor child(ren).

B.3.1. **Alternating Weekends:** The Petitioner or Respondent shall have weekend timesharing with the minor child(ren) every other weekend from the time school adjourns on Friday (or 3:00 PM if school is not in session) until the following Monday morning when the custodial parent timely delivers the minor child(ren) to school/daycare (or 8:30 AM if school is not in session) with first visitation commencing on _____

B.3.1.1. **Monday Holidays:** Weekend timesharing shall be extended until Tuesday morning if such Monday is a legal or school holiday/teacher workdays based on the school schedule published by the school district for which the minor child(ren) are enrolled.

B.3.1.2. **Friday Holidays:** Weekend timesharing shall commence when school adjourns on Thursday before a scheduled weekend timesharing if Friday is a legal or school holiday based on the school schedule published by the school district for which the minor child(ren) are enrolled.

B. 3.2. **Weekend Timesharing Weekday Plan:** If the parties are utilizing weekend timesharing plan with the minor child(ren), then the Petitioner OR Respondent shall have timesharing with the minor child(ren) at all times during the week except Petitioner or Respondent shall have timesharing with the minor child(ren) each Wednesday from when school adjourns through (CHOOSE ONE)

Wednesday evening at 8:00 PM

The following Thursday morning when the minor child(ren) are timely returned to school or 8:30 AM if school is not in session.

B.4. HOLIDAY/SPECIAL TIMESHARING PLAN: (CHOOSE ONE) The foregoing timesharing periods shall be superseded by the holiday/special timesharing periods identified in paragraph B.4. 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.4.1 Specific Holiday Schedule Created by the Parties/Court: The parties shall have holiday/special timesharing with the minor child(ren) as outlined in the addendum attached to this Shared Parenting Plan.

OR

B.4.2. Shared Holidays/Reverse Each Year: The parties shall have holiday/special timesharing with the minor child(ren) in accordance with the paragraphs below:

B.4.2.1. December Holiday Break: The parents shall each be entitled to one half of the December Holiday Break (measured from the day school adjourns until the day before school reconvenes). In even numbered years the Petitioner shall have the minor child(ren) for the first one-half of the December holiday break (including Christmas Day) and the Respondent shall have the child(ren) for the second one-half of the December holiday break. In odd numbered years, Respondent shall have the child(ren) for the first one-half of the December holiday 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 break at 12:00 PM. 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 PM on the second parent's time (if the calculated number of days of December Holiday break is even).

Notwithstanding the division of the December Holiday 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 PM on December 26.

B.4.2.2. Thanksgiving Holiday: 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.4.2.3. 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.4.2.4. Easter: The Respondent shall be entitled to have the child(ren) on Easter during odd numbered years starting at 5:00 PM on the Saturday before Easter Sunday until 5:00 PM on Easter Sunday. The Petitioner shall be entitled to have the child(ren) on Easter during even numbered years starting at 5:00 PM on the Saturday before Easter Sunday until 5:00 PM on Easter Sunday. This timesharing shall supersede all other weekend, weekday, or Spring Break timesharing periods.

B.4.2.5. 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 (or 2:00 PM if not a school day until 9:00 PM) The Respondent shall be entitled to have the child(ren) for timesharing on Halloween during odd numbered years between the time that school adjourns (or 2:00 PM if not a school day until 9:00 PM). This timesharing shall supersede all other weekend or weekday timesharing periods.

B.4.2.6 Summer: The parties shall continue with the weekday/weekend timesharing elected above with the exception that both parents have the option for one two-week continuous timesharing with the minor child(ren). The parent electing to utilize the two-week continuous timesharing must notify the other parent in writing by May 1 of their intent to utilize this provision. The Petitioner shall have the option to utilize their continuous two-week visitation in June in even years and in July in odd years. The Respondent shall have the option to utilize their continuous two-week visitation in July in even years and June in odd years.

B.4.2.6.1 Summer School: each parent has the obligation to ensure that the child(ren) attend summer school necessary for the child(ren) to pass to the next grade.

B. 4.2.7. Mother's Day, Father's Day and Parents' 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 PM the day before and 5:00 PM the day of the event.

B.4.2.8. Child(ren)'s Birthday: Whenever possible, the parties should both be encouraged to participate in 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 PM (child(ren)'s local time) the day before the child(ren)'s birthday and 5:00 PM (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 PM the day before the child(ren)'s

birthday and 5:00 PM the day of the child(ren)'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). Birthday timesharing supersedes any other timesharing outlined above to include superseding holiday timesharing.

B.4.2.9 Other:

B.5. **BACKUP CARE:** The parties may need to utilize third parties, family members and significant others to assist in childcare from time to time. For normalcy of the minor child(ren) it is anticipated the minor child(ren) will attend slumber parties, overnight extracurricular activities or family overnight vacations without their parents. Should a parent routinely and unnecessarily utilize extensive non-parental overnight or third party/family/significant other childcare, the Court can use that as evidence to evaluate any supplemental petition for modification. (CHOOSE ONE OF THE FOLLOWING)

B.5.1. Specific Plan: The parties shall have backup timesharing with their minor child(ren) in accordance with the specific terms in the addendum attached. The parties back up care rights with the minor child(ren) does OR does not apply during a parent's deployment for purposes of the Uniform Deployed Parents Custody and Visitation Act pursuant to Florida Statutes 61.703-61.773.

OR

B.5.2. Short-Term/Long-Term: 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 parent shall then have the right to care for the child(ren) during such period of time.

Long-term. If a parent intends to leave the child(ren) 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(ren) with him or her provided the parties live in the same geographic area, and provided such would not cause a change in the child(ren)'s school or interruption in the child(ren)'s schooling.

The parties' back up care rights with the minor child(ren) do OR do not apply during the deployment of a parent for purposes of the Uniform Deployed Parents Custody and Visitation Act pursuant to Florida Statutes 61.703-61.773.

OR

B.5.3. Specific Time: Each parent shall offer the other parent the opportunity to care for the minor child(ren) before using a third party to care for the minor child(ren) for any period exceeding _____ hours. The parties' back up care rights with the minor child(ren) do OR do not apply during a parent's deployment for purposes of the Uniform Deployed Parents Custody and Visitation Act pursuant to Florida Statutes 61.703-61.773.

B.6. TEENAGERS: Once the minor child(ren) reach teenage years (starting at 13 years of age) the minor child(ren) start the process of "separation" from their parents. Both parents shall maintain maximum flexibility in developing alternatives to any rigid timesharing schedules identified above. Each parent shall continue to encourage timesharing with the other parent and foster a positive relationship with the other parent. Each parent shall encourage and prioritize the social, educational and extracurricular activities of the teenager over the rigid timesharing schedule ordered above.

B.7. WAITING: Absent approved electronic/telephone communication of extenuating circumstances, the child(ren) and the parent with the child(ren) with custody of the child(ren) has no duty to wait for the other parent for more than thirty (30) minutes from the timesharing commencement time. A parent who is late forfeits the timesharing on which this late/failure to appear 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: (CHOOSE ONE)

B.8.1. Unless otherwise stated herein, the parent beginning their timesharing shall provide transportation for the child(ren). Each parent shall be solely responsible for the payment of their transportation costs incurred due to exercising the timesharing schedule set forth herein.

Or

B.8.2. The parties shall share equally in the expenses of transportation and shall meet halfway for all timesharing at a place and time agreed upon by the parties in writing.

B.9. PROMPTNESS 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 the schedule of the child(ren).

B. 10. 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 61.703-61.773, Florida Statutes), which may be amended from time to time.

B.11. RELOCATION OF A PARENT: Each parent 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. 12. PARENT COMMUNICATION WITH THE MINOR CHILD(REN): Each parent has the right to once daily telephonic/video communication with the minor child(ren) when the minor child(ren) are not in their care for overnight visitation. Said telephone/video contact shall not be during school hours when school is in session and/or interfere with any extracurricular activities of the minor child(ren). Should the cell phone/tablet or other electronic communication device of the minor child(ren) be taken away for punishment to the minor child(ren), the parent with custody of the minor child(ren) shall notify the non-custodial parent of the appropriate telephone number/app/device to use to contact the minor child(ren) for the once daily communication. No punishment of the minor child(ren) shall hinder the ability of the non-custodial parent to speak with the minor child(ren). The minor child(ren) shall be entitled to reasonable, age-appropriate, privacy during conversations with the other parent. Communication between the parent and minor child(ren) shall be at an age-appropriate time, and no earlier than 8:00 AM and no later than 8:00 PM for child(ren) under the age of 13.

B. 12. 1. Recording: Neither parent shall record interactions or communication between the minor child(ren) and the other parent without previous written consent of the other parties or by Court order. This provision shall apply to timesharing exchanges. If recording is authorized/ordered/agreed upon pursuant this Shared Parenting Plan, no recording made under this provision shall be of a nature to interfere with the child exchange or used to intimidate the other parent or minor child(ren).

B. 13. DEVIATIONS FROM FORM: Any deviations from the provisions set forth above shall be made only by addendum or “handwriting” on the form of this Shared Parenting Plan. The typewritten 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.

[signature page to follow]

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 _____ has produced _____ as identification.

Notary Public

Respondent

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 _____ has produced _____ as identification.

Notary Public