

PARENTING PLAN

This parenting plan is to be attached to and incorporated into the Marital Settlement Agreement executed by the parties:

I. PARENTS

Mother

Address:

Telephone Number:

E-Mail:

Father

Address:

Telephone Number:

E-Mail:

II. CHILDREN: This Parenting Plan is for the following children born to, or adopted by the parties:

Name

Date of Birth

Sex

III. JURISDICTION

The United States is the country of habitual residence of the children.

The State of Florida maintains the most significant contacts with the children and is the most appropriate forum for addressing parenting contact and timesharing.

The State of Florida is the children'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. ss 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.

IV. PARENTAL RESPONSIBILITY AND DECISION MAKING

1. Parental Responsibility

Shared Parental Responsibility:

It is in the best interests of the children that the parties have full parental rights to make major decisions affecting the welfare of the children. Major decisions include, but are not limited to, decisions about the children's education, non-emergency healthcare, and religious training.

The major decisions regarding the children are shared between the Mother and Father as follows:

Education/Academic Decisions: _____

Non-emergency health care: _____

Extra-curricular activities: _____

Religion/Religious Training: _____

2. Day-to-Day Decisions

Each parent shall make decisions regarding day-to-day care and control of each child while the child is residing with the 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 children when the children is residing with that parent. A parent who makes an emergency decisions shall share the decision with the other parent as soon as reasonably possible.

V. INFORMATION SHARING – Unless otherwise indicated or ordered by the Court:

Both parents shall have access to medical and school records pertaining to the children and shall be permitted to independently consult with any and all professionals involved with the children. The parents shall cooperate with each other in sharing information related to the health, education, and welfare of the children and they shall sign any necessary documentation ensuring that both parents have access to said records.

Each parent shall be responsible for obtaining records, schedules of events, and reports directly from the school and health care providers.

Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the children.

Both parents shall have equal and independent authority to confer with the children’s school, day care, health care providers, and other programs with regard to the children’s educational, emotional, and social progress.

Both parents shall be listed as the primary “emergency contacts” for the children.

Each parent has a continuing responsibility to provide a residential, mailing, or 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. TIME SHARING SCHEDULE

1. Weekday and Weekend Schedule

- A. The children shall spend time with the **Mother** on the following dates and times:

WEEKENDS:

WEEKDAYS: Every day with the exception of time the Father spends with the children listed hereafter

B. The children shall spend time with the **Father** on the following dates and times:

WEEKENDS:

2. Holiday Schedule

Alternating holidays

3. Winter Break

Winter Break time-sharing shall be alternated

4. Spring Break

Spring Break time-sharing shall be alternated

5. Summer Break

The children shall spend two weeks each Summer Break with the Father.

6. Number of Overnights

Based upon the alternate weekend time-sharing schedule, the Mother has a total of _____ overnights per year and the Father has a total of _____ overnights per year.

7. Changes in Schedule

We agree to take into consideration the best interest of the children and to work together to make any changes necessary to this schedule to accommodate their needs.

VII. TRANSPORTATION AND EXCHANGE OF CHILDREN

1. Transportation

The parties will agree on transportation.

2. Exchange

Both parents shall have the children ready on time with sufficient clothing packed and ready at the agreed upon time of exchange. If a parent is more than 45 minutes late without contacting the other parent to make other arrangements, the parent with the children may proceed with other plans and activities.

Exchanges shall be at Mother's and Father's houses unless both parents agree to a different meeting place.

3. Transportation Costs

Each parent will pay their own transportation costs.

4. Foreign and Out-of-State Travel

Any travel outside the State of Florida shall be mutually agreed upon ahead of time. The parent desiring to travel with the children shall give the other parent at least thirty (30) days written notice of his or her desire, unless there is an emergency, and shall provide the other parent with a detailed itinerary, including locations and telephone numbers where the children and parent can be reached. Absent an agreement between the parents, such travel shall not take place.

VIII. SCHOOL DESIGNATION

For school and school district purposes, the Mother's address shall be designated.

IX. DESIGNATION OF CUSTODIAN FOR OTHER LEGAL PURPOSES

The children named in this Parenting Plan are scheduled to reside the majority of the time with the Mother. This parent is designated as the custodian of the children 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.**

X. COMMUNICATION

1. Between Parents

All communications regarding the children shall be between the parents. The parents shall not use the children as messengers to convey information, ask questions, or set up schedule changes.

2. Between Parent and Children

Both parents shall keep contact information current. Telephone or other electronic communications shall not be monitored by or interrupted by the other parent. "Electronic communication" includes telephones, electronic mail or e-mail, web cams, video-conferencing equipment and software or other wired or wireless technologies or other means of communication to supplement face-to-face contact.

The children may have communication with the other parent any time

XI. CHILD CARE

Each parent may select appropriate child care providers.

XII. CHANGES OR MODIFICATIONS 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.

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

XIII. RELOCATION

The children may not be moved out of Pinellas County, Florida, unless the relocation is mutually agreed upon between the parties. Absent such agreement, any relocation of the children is subject to and must be sought in compliance with s. 61.13001, Fla.Stat.

XIV. DISPUTES

Parents shall attempt to cooperatively resolve any disputes which may arise over the terms of the Parenting Plan. If such attempt fails:

Mediation or other dispute resolution methods **will** be required prior to filing a court action.

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.

Date: _____

Signature of Mother
Printed Name:
Address:

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to or affirmed and signed before me on this _____ day of _____, 2009 by _____ who is personally known to me.

Notary Public
Printed Name: _____

Date: _____

Signature of Father
Printed Name:
Address:

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to or affirmed and signed before me on this _____ day of _____, 2009 by _____ who is personally known to me.

Notary Public
Printed Name: _____