

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO.: _____

DIVISION: _____

Petitioner/Wife,

and

Respondent/Husband.

_____ /

STIPULATED PARENTING PLAN

The following is a mutually acceptable agreement between _____
and _____ regarding how we will share parenting
responsibilities for our children [list names, dates of birth, and sex]:

A. How Long this Agreement Lasts: The term of this Agreement is
_____ [period of time]. If this is a temporary agreement, we will negotiate a
new agreement on or before _____ [date].

B. Parents' Information:

Mother:

Name: _____

Address: _____

Telephone Number: _____ (hm) _____ (cell)
_____ (wk)

E-Mail: _____

Father:

Name: _____

Address: _____

Telephone Number: _____ (hm) _____ (cell)
_____ (wk)

E-Mail: _____

C. Jurisdiction: The United States 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 parenting contacts and time-sharing.

The State of Florida is the child(ren)'s home state for 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.

D. Parental Responsibility and Decision-Making:

_____ Parental Responsibility: (Choose only one)

_____ 1. 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).

_____ 2. Shared Parental Responsibility:

It is in the best interests of the child(ren) that the parties have full parental rights and responsibility to confer and make 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, and other responsibilities unique to this family.

_____ Decision-Making:

The major decisions regarding the child(ren) are shared between the Mother and Father as follows:

1. 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 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.

2. Decisions Concerning Education:

a. Our child(ren) will attend [choose one]:

____ Public school.

____ Private school.

____ Home school.

b. We will pay for any private or home school as follows [specify]:

c. Any decision to change schools will be made as follows [choose all that apply]:

____ If we agree.

____ After consulting our children.

____ After consulting with _____ [parent].

____ Only _____ [parent] may change our children's enrollment in a particular school.

d. Any decisions to support our child(ren)'s special education needs or talents will be made as follows [choose all that apply]:

____ If we agree.

____ After consulting our children.

____ After consulting with _____ [parent].

____ Only _____ [parent] may decide how to support our children's special educational needs.

e. We will participate in parent associations as follows [choose one]:

Either parent may participate.

Only one parent may participate at a time.

_____ [parent] will participate

f. We will participate in the classroom as follows [choose one]:

Either parent may participate.

Only one parent may participate at a time.

_____ [parent] will participate

g. We will participate in parent-chaperoned events as follows [choose one]:

Either parent may participate.

Only one parent may participate at a time.

_____ [parent] will participate.

h. We will attend parent-teacher or other conferences as follows [choose one]:

Both will attend.

Each will schedule a meeting with the teacher or other school official.

_____ [parent] will attend and will inform

the other of the matters discussed.

_____ [parent] will attend and will not

inform the other of the matters discussed.

I. Any emergency contact information needed by a school will be completed as follows [choose one]:

We both will be listed in the following order:

____ Only _____ [parent] will be listed.

____ Others to be listed will be [list names]:

j. We will encourage good school performance as follows [choose all that apply]:

____ After discussion and agreement.

____ After consultation with our child(ren).

____ With the following rewards:

k. We will discourage poor school performance by [specify]:

l. Our child(ren) [check one] ____ may ____ may not attend sex education classes at school.

_____ [parent] will notify the school of this decision.

m. We further agree that [specify]: _____

3. Children's Medical Insurance Needs:

a. Our child(ren)'s medical insurance will be provided as follows [choose all that apply]:

____ We both will obtain coverage if it is affordable through an employer.

____ We will share the costs of any uncovered expenses as follows [specify]:

____ _____ [parent] will obtain coverage up to \$ _____ under the following condition [choose all that apply]:

____ Type of coverage: _____

____ Named beneficiaries: _____

____ Insurance claims submitted by: _____ [parent]

b. Our child(ren)'s dental insurance will be provided as follows [choose all that apply]:

____ We both will obtain coverage if it is affordable through an employer.

____ We will share the costs of any uncovered expenses as follows [specify]:

_____ [parent] will obtain coverage up to \$ _____ under the following condition [choose all that apply]:

_____ Type of coverage: _____

_____ Named beneficiaries: _____

_____ Insurance claims submitted by: _____ [parent]

c. Our child(ren)'s vision care will be provided as follows [choose all that apply]:

_____ We both will obtain coverage if it is affordable through an employer.

_____ We will share the costs of any uncovered expenses as follows [specify]:

_____ [parent] will obtain coverage up to \$ _____ under the following condition [choose all that apply]:

_____ Type of coverage: _____

_____ Named beneficiaries: _____

_____ Insurance claims submitted by: _____ [parent]

d. With regard to medical, dental and vision insurance coverage for our children, each parent shall cooperate with the other in the procurement of the above-described insurance and the filing of claims. The provider Parent shall authorize the insurance provider to allow the other parent to have direct access and communication with the minor child's health insurance provider.

The providing parent shall (a) submit all forms required by the insurance company for payment or reimbursement of health, dental or vision expenses incurred by either party on behalf of the child to the insurance carrier within ten (10) days of that party's receiving any form, receipt, bill, or statement reflecting the expenses, and (b) shall provide to the other parent the following information, as applicable, no later than the thirtieth (30th) day after the date this Parenting Plan has been signed: the name and address of the employer of the party providing insurance; whether the employer is self-insured or has health, dental or vision insurance available; proof that such insurance has been provided for the child; and the name of the insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, an insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim. Any change in the foregoing information (including a termination or lapse in coverage) shall be provided to the other parent within ten (10) days after the providing parent learns of such change. Further, the providing parent shall instruct the health insurance provider(s) to mail a health insurance card directly to the other parent at his or her current mailing address.

4. Extra-curricular Activities:

a. Participation shall be decided as follows:

_____ Either parent may register the child(ren) and allow them to participate in the activity of the child(ren)'s choice.

_____ Only _____ [parent] may register and allow participation.

_____ The parents must mutually agree to all extra-curricular activities.

b. Transportation shall be provided as follows:

_____ The parent with the minor child(ren) shall transport the minor child(ren) to and/or from extra-curricular activities, providing all necessary uniforms and equipment within the parent's possession.

c. Costs and fees shall be paid as follows:

_____ The costs of the fees for extra-curricular activities shall be paid by:

Mother _____% Father _____%

_____ The uniforms and equipment required for the extra-curricular activities shall be paid by:

Mother _____% Father _____%

d. Other: _____

5. Information Sharing. Unless otherwise indicated or ordered by the Court:

Both parents shall have access to medical and school records 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, education, 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 school and 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 school, day care, health care providers, and other programs with regard to the child(ren)'s educational, emotional, and social progress.

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 twenty-four (24) hours of any changes. Each parent shall notify the court in writing within seven (7) days of any changes.

6. Non-Emergency Health Care Decisions:

a. Non-emergency health care decisions for our child(ren) will be made as follows:

___ The _____ [parent] will make these decisions.

___ Both parents will make these decisions.

b. We further agree as follows:

7. Religious Decisions:

a. Decisions concerning our child(ren)'s religious training will be made as follows

[choose all that apply]:

___ Our child(ren) will be raised _____ [specify].

___ Our child(ren) will be taught about both of our religions: _____
_____ and _____.

___ Our child(ren) may choose their religious training as long as it generally
conforms to the principles of the _____ religion.

___ Our children may choose their religious training. _____
[parent] will supervise such training.

b. We further agree as follows: _____

E. Scheduling:

1. School Calendar:

On or before _____ of each year, both parents shall obtain a copy of the
school calendar for the next school year and create a time-sharing calendar following the child(ren)'s
academic calendar and the Parenting Plan specified herein. The parents shall discuss any differences
between the calendars and reach an agreement for the following school year.

The parents shall follow the school calendar of [choose all that apply]:

___ The oldest child.

___ The youngest child.

___ The school calendar for _____ County.

___ The school calendar for _____ School.

2. 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 start on the first day of regularly scheduled classes after the holiday or break.

3. Schedule Changes [choose all that apply]:

____ A parent making a request for a schedule change will make the request as soon as possible, but in any event no less than _____ 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.

____ Other: _____

F. Time-Sharing Schedule:

1. Weekday and Weekend Schedule:

The following schedule shall apply beginning on _____
and continue as follows:

(a) The child(ren) shall spend time with the **Mother** on the following dates and times:

WEEKENDS: Every Every Other Other [specify]

From _____ to _____.

WEEKDAYS: Specify days:

From _____ to _____.

OTHER: [specify] _____

_____.

(b) The child(ren) shall spend time with the **Father** on the following dates and times:

WEEKENDS: Every Every Other Other [specify]

From _____ to _____.

WEEKDAYS: Specify days:

From _____ to _____.

OTHER: [specify] _____

(c) Check box if there is a different time sharing schedule for any child. Complete a separate Attachment for each child for whom there is a different time sharing schedule.

There is a different time-sharing schedule for the following child(ren)

_____ (name of child) and _____

(name of child) in Attachment _____.

2. Holiday Schedule [choose only one]:

___ No holiday time sharing shall apply. The regular time-sharing schedule set forth above shall apply.

___ Holiday time-sharing shall be as the parties agree.

___ Holiday time-sharing shall be in accordance with the following schedule.

The holiday schedule will take priority over the regular weekday, weekend, and summer schedules. Fill in the blanks with Mother or Father to indicate where the child(ren) will be for the holidays. Provide the beginning and ending times. If a holiday is not specified as even, odd, or

every year with one parent, then the child(ren) will remain with the parent in accordance with the regular schedule.

Holidays Odd Years Even Years Every Year Begin/End Times

Mother's Day: _____.

Father's Day: _____.

President's Day: _____.

Martin Luther King Day: _____.

Easter: _____.

Passover: _____.

Memorial Day Weekend: _____.

4th of July: _____.

Labor Day Weekend: _____.

Columbus Day Weekend: _____.

Halloween: _____.

Thanksgiving: _____.

Hanukkah: _____.

Yom Kippur: _____.

Rosh Hashanah: _____.

Child(ren)'s Birthdays: _____.

This holiday schedule may affect the regular Time-Sharing Schedule. Parents may wish to specify one or more of the following options:

_____ When the parents are using an alternating weekend plan and the holiday

schedule would result in one parent having the child(ren) for three weekends in a row, the parents will exchange the following weekend, so that each has two weekends in a row before the regular alternating weekend pattern resumes.

____ If a parent has the child(ren) on a weekend next to an unspecified holiday or non-school day, they shall have the child(ren) for the holiday or non-school day.

3. Winter Break: [Choose only one]

____ The [] Mother [] Father shall have the child(ren) from the day and time school is dismissed until December at _____ a.m./p.m. in [] odd-numbered years [] even-numbered years [] every year. The other parent will have the child(ren) for the second portion of the Winter Break. The parties shall alternate the arrangement each year.

____ The [] Mother [] Father shall have the child(ren) for the entire Winter Break during [] odd-numbered years [] even-numbered years [] every year.

____ Other: _____

4. Spring Break: [choose only one]:

____ The parents shall follow the regular schedule.

____ The parents shall alternate the entire Spring Break with the Mother having the child(ren) during the [] odd-numbered years [] even numbered years.

____ The [] Father [] Mother shall have the child(ren) for the entire Spring Break every year.

____ The Spring Break will be evenly divided. The first half of the spring Break will go to the parent whose regularly scheduled weekend falls on the first half and the second half will go to the parent whose weekend falls during the second half.

____ Other:

5. Summer Break: [choose only one]:

____ The parents shall follow the regular schedule through the summer break from school.

____ The [] Mother [] Father shall have the entire Summer Break from after school is out until before school starts.

____ The parents shall equally divide the Summer Break as follows:

During [] odd-numbered years [] even numbered years, the [] Mother [] Father shall have the child(ren) from after school is out until _____.

The other parent shall have the child(ren) for the second one-half of the summer break. The parents shall alternate the first and second halves each year unless otherwise agreed. During the extended periods of time-sharing, the other parent shall have the child(ren).

____ Other:

6. Number of Overnights:

Based on the time-sharing schedule, the Mother has a total of _____ overnights per year and the Father has a total of _____ overnights per year. Note: The two numbers must equal 365.

G. Transportation and Exchange of Children:

1. Transportation: [choose only one]

____ The [] Mother [] Father shall provide all transportation.

____ The parent who is beginning his or her time-sharing shall provide transportation for the child(ren).

____ The parent who is ending his or her time-sharing shall provide transportation for the child(ren).

____ Other: _____

2. Exchanges: [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 _____ minutes late without contacting the other parent to make other arrangements, the parent with the child(ren) may proceed with other plans and activities.

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

____ Exchanges shall occur at _____ unless both

parties agree in advance to a different meeting place.

3. Transportation Costs: [choose only one]

____ Transportation costs are included in the Child Support Worksheets and/or the Order for Child Support and accordingly are not included here.

____ The Mother shall pay ____ % and the Father shall pay ____ % of the transportation costs, not to exceed a total of \$ _____ per year for the two parties combined.

____ Other: _____

4. Foreign and Out-Of-State Travel: [choose only one]:

____ Either parent may travel 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.

____ 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 the other parent a detailed itinerary, including locations and telephone numbers where the child(ren) 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(ren) out of the country.

____ 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: _____

_____.

____ Other: _____

H. Designation of Custodian for Other Legal Purposes:

The child(ren) named in this Parenting Plan are scheduled to reside the majority of the time with the [] Mother [] Father. This parent 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.**

I. Communication:

1. Between Parties:

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 by:

____ In person.

____ By telephone.

_____ By letter.

_____ By e-mail.

_____ Other: _____.

2. Between Parent and Child(ren):

Both parents shall keep contact information current. Telephone or other electronic communication 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 at the following times:

_____ Anytime.

_____ Everyday during the hours of _____ to _____.

_____ On the following days _____ during the hours of _____ to _____.

_____ Other: _____

_____.

3. Costs of Electronic Communication:

The Mother shall pay _____% and the Father shall pay _____ % of the additional costs incurred in order to implement electronic communication with the child(ren), not to exceed a total

of \$ _____ per year for the two parties combined.

J. Child Care: [choose only one]

_____ Each parent may select appropriate child care providers.

_____ All child care 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 child care provider for any period exceeding _____ hours.

_____ Other: _____

K. 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 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.

L. Relocation:

Any relocation of the child(ren) is subject to and must be sought in compliance with section 61.13001, Florida Statutes.

M. Disputes or Conflict Resolution:

Parents shall attempt to cooperatively resolve any disputes which may arise over the terms of the Parenting Plan. If such attempt fails, then [choose only one]:

_____ The parents shall use mediation or other dispute resolution methods and assistance, such as Parenting Coordinators and Parenting Counselors, before filing

a court action.

____ Mediation or other dispute resolution methods will *not* be required prior to filing a court action.

N. Taxes:

The parties agree that the party identified below may, for federal income tax purposes, claim the child(ren), _____, for the tax benefits described below, for the year _____ and all subsequent years:

A. Husband/Wife, _____, shall be entitled to claim the Dependency Exemption(s) (line 6c of Form 1040);

B. Husband/Wife, _____, shall be entitled to claim child tax credit(s) (line 51 & 65 of Form 1040);

C. Husband/Wife, _____, shall be entitled to claim head of household filing status (line 4 of Form 1040);

D. Husband/Wife, _____, shall be entitled to claim credit(s) for child and dependent care expenses (line 48 of Form 1040);

E. Husband/Wife, _____, shall be entitled to claim exclusion(s) for dependent care benefits (Form 2441, Part III);

F. Husband/Wife, _____, shall be entitled to claim earned income credit(s) (lines 64a and 64b of Form 1040);

Both parties expressly agree and consent to timely execute any and all forms and documents required by the Internal Revenue Service and timely presented by the party entitled to claim the

benefit, to effect the provisions of this paragraph, including but not limited to, Form 8332, and a failure to comply with this provision shall subject the non-complying party to contempt of Court and any other sanctions and penalties deemed appropriate by a Court of competent jurisdiction, including but not limited to payment of any sums necessary to compensate the complaining party for financial losses suffered as a result of the non-complying party's failure to comply.

O. Other Provisions: _____

SIGNATURE OF PARENTS

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.

Dated: _____

Signature of Mother

Printed name

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared, _____, (mother) who is personally known to me (yes or no) or who presented a Florida driver license as identification and acknowledged the due execution of the foregoing Stipulated Parenting Plan for the purposes therein expressed.

WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public
My Commission Expires:

Dated: _____

Signature of Father

Printed name

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared,
_____, (father) who is personally known to me (yes or no) or who
presented a Florida driver license as identification and acknowledged the due execution of the
foregoing Stipulated Parenting Plan for the purposes therein expressed.

WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public
My Commission Expires: