

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

SHARED PARENTING AGREEMENT/ INDEX

<u>SECTION</u>	<u>TOPIC</u>	<u>PAGE NO.</u>
1.	Definitions	2
2.	Designation of Primary and Secondary Residential Parents	2
3.	Rights and Duties of Both Parents	2
4.	Special Obligations of Primary Residential Parent	6
5.	Special Obligations of Secondary Residential Parent	6
6.	Evidence of Bad Faith	7
7.	Residential Care and Timesharing Schedule	8
8.	Exceptions to Scheduled Time Sharing	10
9.	Waiting	11
10.	Transportation	11
11.	Deviations from “Standard”	11

SHARED PARENTING AGREEMENT

1. DEFINITIONS:

“Primary Residential Parent” is hereby defined as that parent with whom a child physically resides the majority of the time. A child shall reside with the Primary Residential Parent except during those periods during which the child is scheduled for timesharing with the other parent.

“Secondary Residential Parent” is hereby defined as that parent with whom the child physically resides a minority of the time (i.e. during scheduled timesharing periods).

“Custodial Parent” is hereby defined as that parent with whom a child is scheduled to reside with during a given period of time.

“Non-Custodial Parent” is hereby defined as that parent with whom a child is not scheduled to reside with during a given period of time.

“Same Geographic Area” is hereby defined as that area within one hundred (100) miles measured by the most direct route by automobile, door-to-door.

The words “child” and “children” used in this agreement interchangeably and shall apply to the parties as circumstances may warrant.

2. DESIGNATION OF PRIMARY AND SECONDARY RESIDENTIAL PARENTS:

Check one (✓): The ()Mother ()Father is hereby designated as the child’s Primary Residential Parent.

Check one (✓): The ()Mother ()Father is hereby designated as the child’s Secondary Residential Parent.

3. RIGHTS AND DUTIES OF BOTH PARENTS: The Father and Mother shall share parental responsibility and shall retain full parental rights and responsibilities with respect to their minor children. Both parents shall have the following rights and duties with regard to:

a. Decision Making: Each party has a right to confer with the other pertaining to all major decisions affecting the welfare of their children. Both parents shall confer so that major decisions affecting the welfare of the children will be determined jointly. Such major decision areas may include, but are not limited to, the education, medical and dental care, religious

training, and discipline of the minor children. The parties shall confer and make good faith efforts to jointly make such decisions. The primary residential parent has a duty to discuss with the secondary residential parent the advantages and disadvantages of all major decisions regarding the children and to work with the secondary residential parent in an effort to reach a joint decision. For example, this duty would include an obligation to discuss a decision to remove a child from public school in order to enroll a child in private school. It would not include a decision to have a child's hair trimmed. In the event the parties are unable to agree on a decision affecting the welfare of the minor children, then the ultimate responsibility for making such decision shall be with the primary residential parent unless such decision is overridden by the Court approving this agreement or successor Court having complete subject matter jurisdiction in accordance with the Uniform Child Custody Jurisdiction Act;

b. Address and Telephone Numbers: Each parent has the right to know the address and telephone number of the other parent at all times. Each parent shall keep the other informed at all times as to his or her current telephone number and residence address and the telephone number and residence address of the children;

c. Telephone Access: Each parent has the right to contact the children by telephone at the residence of the other parent with reasonable frequency, during reasonable hours, and for reasonable duration. Unless an emergency arises, "reasonable frequency" is hereby defined as once per day. "Reasonable hours" is hereby defined as between 8:00 a.m. and 8:00 p.m. (child's local time). "Reasonable duration" is hereby defined as no more than one-half (1/2) hour per call. Each parent has a duty to promptly return telephone calls placed by the other and to see that the children do the same.

The parent initiating a telephone call shall be responsible for paying for any long distance charges. A child initiating a call shall be entitled to call collect. A parent returning the other parent's call shall be allowed to call collect.

The child should be afforded reasonable privacy during conversations with the non-custodial parent. Neither parent shall record or monitor telephone calls between the child and the other parent;

d. Trip Itineraries: Each parent has the right to know where the children are at all times. Should either parent plan on having the children away from their normal residence for a period of more than 24 hours (e.g. for a trip or vacation) then such parent shall provide the other with an itinerary of where the children will be staying providing addresses and telephone numbers of each such location. Even if the children are not with a parent on a trip, the parent on a trip should provide the other parent with a trip itinerary or other means to contact (such as pager, voice mail, local contact person) the parent on a trip should a situation arise involving the children which requires the residential parent to contact the other parent;

e. Records: Each parent has the right to complete access to all of the children's school, medical, and dental records. By signing this agreement, each party consents to any of the said record holders to directly release to the other party copies of such records. The secondary residential parent has a duty to recognize that the transfer of information regarding the children's

life is a mutual obligation. Should the secondary residential parent have concerns regarding the academic, social, or emotional development of the children, the secondary residential parent has an obligation to contact the appropriate school, doctor, or other individual regarding same. The secondary residential parent, as a concerned and loving parent, cannot rely totally upon the primary residential parent to supply all of the information which the secondary residential parent deems necessary regarding the care and development of the children. Neither parent shall in any way obstruct or hinder the other parent's right and ability to seek and obtain information pertaining to the children;

f. Backup Care:

(1) Short Term: The non-custodial parent has the right to have the children with him or her when the custodial parent would otherwise leave the children with a third party, other than a present spouse, grandparent, or other blood relative, for a period of four (4) hours or more.

(2) Long Term: If the custodial parent is going TDY or intends to leave a child in the care of any third party (including a present spouse, grandparent, or other blood relative) for a period of time in excess of 24 hours, then the non-custodial parent shall have the right to have the child with him or her provided the parties live in the same geographic area, and provided such would not cause a change in the child's school or interruption of the child's schooling.

The non-custodial parent shall provide all transportation associated with exercising this back-up care right;

g. Medical Condition: Each parent has the right to know of any significant illness of a child or significant injury sustained by such child. "Significant" is hereby defined as any such condition which would require a child to miss school or be taken to a health care provider. Each party shall notify the other promptly of any significant illness or injury affecting the minor children;

h. Religious School and Extracurricular Activities: The children have the right to participate in regularly-scheduled religious, school, and other extracurricular activities appropriate for his/her age and talent. Such activities may include, but are not limited to the following: T-Ball, Baseball, Soccer, Football, Basketball, Gymnastics, Ballet, Band, Modeling, and Music Lessons.

When residing in the same geographic area, or if requested by the non-custodial parent, both parents have the right to be informed as to the schedule of such activities in which the children are involved and both shall be entitled to attend such activities. Both parents shall make good faith efforts to get the children to such activities on time and in appropriate attire even if such activities occur during visitation time with the secondary residential parent. If not attending such activity, the parent who drops the child off for such activity has the duty to ensure that the child is picked up from such activity. Other than such regularly-scheduled activities, the primary residential parent shall not make any other commitments for a child during a time when the child would be with the secondary residential parent without first reaching an agreement with the secondary residential parent about such commitment.

Both parents have the right to attend and participate in activities at school, including school lunches.

The children have a right to attend church and/or Sunday School at the church attended by the custodial parent.

_____ If the parties are not residing in the same geographic area, then the custodial parent shall not deny or delay timesharing with the children because extracurricular activities have been scheduled by the custodial parent during times when the child is scheduled to be with the non-custodial parent. [For example, the custodial parent cannot refuse to honor the non-custodial parent's Spring or Summer timesharing with a child because the child has a baseball game or practice during that time.];

i. Notification of Relocation: Each parent shall give the other parent written notice at least ninety (90) days in advance of any relocation outside the parties' same geographic area;

j. Grandparent and Relative Contact: Both parents should allow the children reasonable access and telephonic contact with both sets of grandparents and other close family members commensurate with such contact exercised prior to the parties entering into this agreement;

k. Positive Relationship: Each party shall make diligent efforts to maintain full access and to foster and encourage a positive relationship between the children and the other parent. Each party has an obligation to always refrain from making unflattering and derogatory remarks to, or regarding, the other parent in the presence of the children;

l. Respect Differences: Each party has a duty to respect the difference in parenting views that may exist between the parties. The parties recognize that the fact that they share different view does not mean that either individual is a bad or inadequate parent;

m. Counseling: Each party has an obligation to work with the other to establish a relationship which would enable them to become better parents. This obligation may include a consideration of post-divorce counseling;

n. Courteous to the Other: The parties shall be courteous to each other - especially in the presence of the children;

o. Foster Love: Each parent is under an affirmative duty to foster the love and affection of the child for the other parent. Neither parent shall allow third parties to do or say anything to or in the presence of the children that will interfere with the love and affection of the children for the other parent;

p. Homework: Each parent has an obligation to ensure that a child completes all assigned homework when a child is with him or her and to ensure that the child is prepared for the next school day;

q. **Clothing:** The primary residential parent has the obligation to ensure that the child is properly clothed and has adequate clean clothing for any scheduled timesharing with the secondary residential parent. The secondary residential parent has the obligation to return to the primary residential parent all such clothing (properly laundered) at the end of timesharing;

r. **Car Seats/Seat Belts:** Each party has the obligation to ensure that a child uses a car seat or seat belts appropriate for the child's age and weight at all times when being transported in an automobile or other motor vehicle.

4. SPECIAL OBLIGATIONS OF THE PRIMARY RESIDENTIAL PARENT:

a. **Timesharing:** The primary residential parent has an affirmative obligation to ensure timesharing between the children and the secondary residential parent. There might come a time when, for one reason or another, the children exhibit some level of reluctance about participating in timesharing. Nevertheless, the primary residential parent has a duty to explain that the secondary residential parent loves the children and has a right, need, and desire to visit with them. Further, the primary residential parent must make every effort to ensure that the children are ready and available for scheduled timesharing;

b. **Keep Other Parent Informed:** The primary residential parent has an affirmative obligation to, on a timely basis, keep the secondary residential parent informed as to the physical, social, educational, and emotional development of the children. This duty includes, but is not limited to, forwarding report cards, PTA notices, school announcements, etc., to the secondary residential parent within seven (7) days of receipt of same. It also includes advising the secondary residential parent, in advance, when living in the same community as the primary residential parent and the children, of the children's upcoming social calendar. It further includes advising the secondary residential parent of all emergency, non-routine medical treatment received by the children as soon as possible and, in any event, within 48 hours of such medical treatment. Finally, the primary residential parent has an obligation to keep the secondary residential parent advised as to the identity of any treating physician and to execute any and all medical releases necessary to afford the secondary residential parent free and unhampered access to all records pertaining to the children;

c. **Contact Designation:** The custodial parent shall ensure that the non-custodial parent is listed as a contact person on all day care and school records;

d. **Photographs:** The primary residential parent shall provide the secondary residential parent with an opportunity to obtain copies of all school photographs or studio portraits taken of the children. The secondary residential parent has the right to provide the child with a photograph of him or her to be displayed in the child's room.

5. SPECIAL OBLIGATIONS OF THE SECONDARY RESIDENTIAL PARENT:

 a. **Child Support:** The secondary residential parent has a duty to remain current on all child support obligations;

b. Prompt for Timesharing: The secondary residential parent has an obligation to promptly appear for scheduled timesharing so as not to unduly inconvenience the primary residential parent or to adversely impact on the schedule of the children;

c. Timesharing Notice: The secondary residential parent has an obligation to give directly to the primary residential parent the notice required to exercise timesharing. The children are not to be used as messengers for timesharing notices. This provision is not intended to deny or limit the secondary residential parent's ability to make plans with the children, but is intended to ensure that the scheduling of the plans is done directly between the parents;

d. Relationship Status with Children: The secondary residential parent has a duty to communicate directly with the children concerning his relationship with them to the extent warranted by their age and maturity. The secondary residential parent cannot expect the primary residential parent to continually act as a "buffer" or "go between". For example, should the secondary residential parent be unable to exercise timesharing, the secondary residential parent should explain the situation to the children directly and not expect the primary residential parent to make up an excuse for the secondary residential parent;

e. Reports: The secondary residential parent shall provide to the primary residential parent all reports he or she may receive affecting the children.

6. EVIDENCE OF BAD FAITH: The parties shall refrain from the conduct set forth in this paragraph. Engaging in such is evidence of bad faith non-compliance with the spirit and intent of the principles of "Shared Parental Responsibility" and may result in the imposition of sanctions by the court:

- a.** Having the children deliver money or messages from one parent to the other and thus place the children in the middle;
- b.** Asking the children to keep a secret from the other parent;
- c.** Interrogating or quizzing the children about what is going on at the other parent's home;
- d.** Saying unkind things about the other parent to the children or in the presence of the children or permitting others to do so;
- e.** Trying to conduct parental business when exchanging the children for visitation;
- f.** Putting on a long, sad face when the children go from one parent to the other;
- g.** Telling a child who wants a new toy or wants to do something that it costs money and then telling the child: "Ask your father because he does not pay me enough support" or "Ask your mother because I give her lots of child support and she just wastes it";
- h.** Asking the child directly or subtly, "Which of us do you really want to be with?", and thus placing the burden on the child to choose between parents;
- i.** Allowing the child to take control of visitation whenever the child wants to do so;
- j.** Having the child refer to a future or present step-parent as "mother", "father", "mom" or "dad";
- k.** Eavesdropping on or interrupting the child's telephone conversation with the other parent;

l. Using, or permitting the use, as the child's last name anything other than the child's legal name.

7. **TIMESHARING SCHEDULE**: The children shall at all times reside with the primary residential parent subject to the rights of the secondary residential parent to have access to and timesharing with the children during the following periods of time:

a. **WEEKENDS**: Every other weekend from 5:00 p.m. on Friday until 5:00 p.m. the following Sunday. This timesharing schedule shall be superseded by the December Holiday and Thanksgiving timesharing schedules set forth below. The first such weekend shall begin on Friday (*insert date*) _____.

Notice: When residing in the same geographic area, each party shall be required to provide notice to the other party 24 hours in advance of such timesharing only in the event that such unanticipated event has arisen which would make the exercise of such contact impossible or greatly impractical. When residing outside the same geographic area, notice of intent to exercise this timesharing shall be provided by the secondary residential parent to the primary residential parent 72 hours in advance.

b. **“MONDAY HOLIDAYS”**: Weekend timesharing shall be extended until 5:00 p.m. on Monday if such Monday is one of the following holidays: Martin Luther King's Birthday; Memorial Day, Columbus Day, Labor Day; or President's Day, or any other public school holiday falling on a Monday;

c. **“FRIDAY HOLIDAYS”**: Weekend timesharing shall commence at 5:00 p.m. on Thursday preceding a scheduled weekend timesharing if such Friday is a legal or school holiday;

d. **WEEKDAYS**: Every Wednesday between the time school adjourns and 8:00 p.m.;

e. **DECEMBER HOLIDAYS**: One-half (1/2) of the December Holiday school break {measured from the day school adjourns until the day before school reconvenes}. Said period shall include Christmas Day during odd-numbered years. Christmas Day shall be spent with the primary residential parent during even-numbered years. However, for the sake of the children, the parties are encouraged to make arrangements by which the children will spend some time with each parent on or as close to Christmas Day as possible;

Notice: Notice in writing of intent to exercise December Holiday timesharing shall be given by the secondary residential parent to the primary residential parent no later than December 1st of each year;

f. **THANKSGIVING HOLIDAYS**: From the time school adjourns preceding Thanksgiving Day until 5:00 p.m. on the following Sunday during even-numbered years;

Notice: (preferably in writing) of intent to exercise Thanksgiving Holiday timesharing shall be given by the secondary residential parent to the primary residential parent no later than November 1st of each year;

g. SUMMER: When residing in the same geographic area, the first half (1/2) of the school Summer Vacation break in even-numbered years and the second half (1/2) of the school Summer vacation break during odd-numbered years. "School Vacation Break" is hereby defined as beginning at 5:00 p.m. on the day school adjourns and ending at 5:00 p.m., five (5) days before school reconvenes;

(1) Notice: Notice in writing of intent to exercise Summer timesharing shall be given by the secondary residential parent to the primary residential parent no later than May 1st of each year;

(2) Reciprocal Midweek and Weekend Timesharing: The primary residential parent shall have the same weekend timesharing and mid-week timesharing rights with the minor children when the children are with the secondary residential parent as granted to the secondary residential parent during the remainder of the year;

(3) Planned Vacations: During the Summer, weekend and mid-week timesharing shall be abated by a parent if such would permit a child to go on a vacation or out-of-town trip with a parent or attend camp. Such abated time shall be made up as soon as possible within 45 days of such abatement;

(4) Summer School: Each parent has the obligation to ensure that the children attend Summer School necessary for the children to pass to the next grade. When residing outside the same geographic area, the secondary residential parent, at his/her expense, shall have the right to enroll the child in equivalent Summer School program so that this Summer School factor shall not defeat the secondary residential parent's Summer timesharing rights;

(5) Expanded Summer Timesharing: When residing outside the same geographic area, the secondary residential parent shall be entitled to extend Summer timesharing by 14 days.

h. SPRING BREAK: During the spring break from school in each even-numbered year, commencing when school adjourns and ending at 5:00 p.m. on the day before school reconvenes;

Notice: (preferably in writing) of intent to exercise Spring Break timesharing shall be given by the secondary residential parent to the primary residential parent no later than thirty (30) days prior to the commencement of said timesharing;

i. MOTHER'S DAY, FATHER'S DAY & PARENT'S BIRTHDAY:

Notwithstanding any of the above, the children shall be allowed to spend Father's Day and the father's birthday with their father and Mother's Day and the mother's birthday with their mother between the hours of 5:00 p.m. the day before and 6:00 p.m. the day of the event;

j. CHILDREN'S BIRTHDAYS: The custodial parent is encouraged to facilitate the non-custodial parent's participate in the celebration of a child's birthday each year;

k. OTHER TIMES: The children shall be entitled to share time with the secondary residential parent at other times agreed upon by the parties.

8. EXCEPTIONS TO SCHEDULE SET FORTH ABOVE: Given the developmental needs of children, it is suggested that the following provisions apply to the children in the stated age brackets below. Prior to execution of this agreement, these provisions, as with any other provisions of this agreement, can be modified or deleted by the parties to suit their particular situations. ***Unless initialed by both parties, or specifically adopted by court order, the following provisions will not apply to timesharing:***

Father: _____

Mother: _____

Court: _____ **a. Birth to Six Months:** During this period of child development, an infant needs frequent "quality" contact with both parents in order to bond with both parents. During this period of time the secondary residential parent shall be entitled to timesharing with the infant on three (3) days per week during the hours the child is normally awake with each such period lasting four (4) to six (6) hours. Such timesharing can take place both inside and outside of the primary physical residence. During these visits the secondary residential parent should initiate (and be encouraged by the primary residential parent) to participate in activities normally associated with caring for an infant, which activities include, but are not limited to the following: changing diapers, changing clothes, feeding and burping the child, holding and cuddling the child, strolling, talking and reading to the child. In addition the secondary residential parent should actively participate in all medical treatment and doctor's visits, scheduled and unscheduled, for the child. Unless otherwise agreed upon by the parties, these timesharing times shall begin at 5:00 p.m. on Tuesdays and Thursdays and at 1:00 p.m. on Saturday or Sunday (to alternate each weekend);

Father: _____

Mother: _____

Court: _____ **b. Six Months to One Year:** During this period of a development, a child should not be away from a primary caretaker for any extended period of time. Thus, the secondary residential parent shall be entitled to the timesharing set forth in subparagraph (a) above and one night per week from 5:00 p.m. until 10:00 a.m. the following morning commencing on Friday or Saturday (to alternate each weekend);

Father: _____

Mother: _____

Court: _____ **c. One Year to Three Years**: All of the timesharing set forth in paragraph 7 above with the exception that Summer timesharing shall be limited to two (2) one-week periods with at least ten (10) days between each such period;

Father: _____

Mother: _____

Court: _____ **d. Teenagers**: Once the child attains his or her teenage years, the child starts a process of “separation” from his or her parents. Both parents should maintain maximum flexibility in developing alternative to any rigid timesharing schedules.

9. WAITING: Absent telephone communication of extenuating circumstances, the children and the custodial parent have no duty to await the visiting parent for more than thirty (30) minutes of the visitation time. A parent who is late forfeits the weekend on which this occurs. In the event a party is late at the beginning of a visitation period other than a weekend that parent shall forfeit visitation until the next day.

10. TRANSPORTATION: Should the parties live more than 100 miles apart, but both live within the Continental United States, then the parties shall equally share the transportation or transportation expenses associated with Summer and December Holiday timesharing or two (2) round trips per year.

The secondary residential parent shall be responsible for the transportation or transportation expenses associated with all other timesharing specifically including all the costs of transportation outside the Continental United States. A child under the age of eleven (11) years shall not be required to travel on any public carrier (e.g. bus, train, or airplane) unaccompanied by a responsible adult without the express consent of the other party.

11. DEVIATIONS FROM “STANDARD”: Any deviations from the “standard” provisions set forth above shall be made only by addendum to this Agreement/Order. That is, the text written above shall not be edited or modified in any way and then submitted to the opposing party, opposing counsel, or trial judge with a representation that such is a “standard” Agreement/Order.

