

**INSTRUCTIONS FOR FLORIDA SUPREME COURT APPROVED FAMILY LAW
FORM 12.950(a)
AGREEMENT FOR RELOCATION WITH MINOR CHILD(REN) (11/15)**

When should this form be used?

This form should be used when the parents and every other person entitled to access to, visitation, or time-sharing with the minor child(ren) are in agreement and are asking the court to permit the relocation of the child(ren)'s principal residence. "Other Person" means an individual who is not the parent, but with whom the child resides pursuant to court order, or who has the right of access to, time-sharing with, or visitation with the child(ren). This form can be used at any time after either a petition or supplemental petition to relocate has been filed and the parties reach an agreement; OR can be used when the parties are in agreement and there is an existing cause of action, judgment, or decree of record pertaining to the child(ren)'s residence or time-sharing schedule. Either an agreement for relocation or a petition to relocate is required when:

1. You plan to relocate the child(ren)'s residence more than 50 miles from the child(ren)'s principal residence at the time of the last order which established or modified either a Parenting Plan or time-sharing schedule or at the time of filing of the pending action.
2. The court has not already entered an order granting permission to relocate.
3. The relocation will be for a period of 60 consecutive days or more, not including any absence for purposes of vacation, education, or health care for the child(ren).
4. Your order or final judgment defining custody, primary residence, the Parenting Plan, or time-sharing was entered before October 1, 2009 and the order does not expressly govern the relocation of the child(ren); or was entered on or after October 1, 2009, or your case was pending on October 1, 2009.
5. If the visitation or time-sharing schedule will change due to the relocation, a Parenting Plan with a time-sharing schedule must be included with the Agreement. Regardless of whether there is an agreement, the court reserves jurisdiction to modify issues relating to the minor child(ren).

This form should be typed or printed in black ink. **You must fill in all sections of the form.** If you are an "other person" entitled to access, visitation, or time-sharing with the child(ren), substitute your name for Mother or Father in the form and "parties" for "parents." After completing the form, you should sign the form before a notary public or deputy clerk.

IMPORTANT INFORMATION REGARDING E-FILING

The Florida Rules of Judicial Administration now require that all petitions, pleadings, and documents be filed electronically except in certain circumstances. **Self-represented litigants may file petitions or other pleadings or documents electronically; however, they are not required to do so.** If you choose to file your pleadings or other documents electronically, you must do so in accordance with Florida Rule of Judicial Administration 2.525, and you must follow the procedures of the judicial circuit in which you file. **The rules and procedures should be carefully read and followed.**

What should I do next?

For your case to proceed, you must properly notify the court by filing the original of the Agreement and a **Motion for Order Permitting Relocation by Agreement**, Florida Supreme Court Approved Family Law Form, 12.950 (b), with the clerk of the circuit court of one of the following: the circuit court which has jurisdiction in accordance with the Uniform Child Custody Jurisdiction and Enforcement Act; the circuit court in the county in which either parent and the child(ren) reside; or the circuit court in which the original action was adjudicated. If the order was entered in another state, or if the child(ren) live(s) in another state, you should speak with an attorney about where to file this form. You should file the original with the clerk of the circuit court and keep a copy for your records.

If the issue of the child(ren)'s physical residence is already before the court in an ongoing proceeding or through a judgment issued by the court, the court may enter an order adopting the Agreement without holding a hearing once both parties have signed it and neither has requested a hearing. When a hearing is not timely requested, the court shall presume that relocation is in the best interest of the child(ren) and may adopt the Agreement without holding a hearing.

If one or more of the parties to the Agreement timely requests a hearing in writing within 10 days after the date the Agreement is filed with the court, then you must notify the other party(ies) of the hearing by using a **Notice of Hearing (General)**, Florida Supreme Court Approved Family Law Form 12.923, or other appropriate notice of hearing form. The court will then enter an order after the hearing.

IMPORTANT INFORMATION REGARDING E-SERVICE ELECTION

After the initial service of process of the petition or supplemental petition by the Sheriff or certified process server, the Florida Rules of Judicial Administration now require that all documents required or permitted to be served on the other party must be served by electronic mail (e-mail) except in certain circumstances. **You must strictly comply with the format requirements set forth in the Rules of Judicial Administration.** If you elect to participate in electronic service, which means serving or receiving pleadings by electronic mail (e-mail), or through the Florida Courts E-Filing Portal, you **must** review Florida Rule of Judicial Administration 2.516. You may find this rule at www.flcourts.org through the link to the Rules of Judicial Administration provided under either Family Law Forms: Getting Started, or Rules of Court in the A-Z Topical Index.

SELF-REPRESENTED LITIGANTS MAY SERVE DOCUMENTS BY E-MAIL; HOWEVER, THEY ARE NOT REQUIRED TO DO SO. If a self-represented litigant elects to serve and receive documents by e-mail, the procedures must always be followed once the initial election is made.

To serve and receive documents by e-mail, you must designate your e-mail addresses by using the **Designation of Current Mailing and E-mail Address**, Florida Supreme Court Approved Family Law Form 12.915, and you must provide your e-mail address on each form on which your signature appears. Please **CAREFULLY** read the rules and instructions for: **Certificate of Service (General)**, Florida Supreme Court Approved Family Law Form 12.914; **Designation of Current Mailing and E-mail Address**, Florida Supreme Court Approved Family Law Form 12.915; and Florida Rule of Judicial Administration 2.516.

Where can I look for more information?

Before proceeding, you should read "General Information for Self-Represented Litigants" found at the

Instructions for Florida Supreme Court Approved Family Law Form 12.950(a), Agreement for Relocation with Minor Child(ren) (11/15)

beginning of these forms. The words that are in “**bold underline**” in these instructions are defined there. For further information, see chapter 61, Florida Statutes.

If your case involves a modification of any provision relating to child support, you should also check with the clerk of the circuit court in the county in which you are filing this Agreement for Relocation to determine if any other forms must be filed.

If the parties agree to a modification of child support, the following forms should be filed with this Agreement:

- A Child Support Guidelines Worksheet, Florida Family Law Rules of Procedure Form 12.902(e),
- A completed Family Law Financial Affidavit, Florida Family Law Rules of Procedure Form 12.902(b) or (c).
- A completed Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) Affidavit, Florida Supreme Court Approved Family Law Form 12.902(d).

Special notes

The Agreement for Relocation with Minor Children must contain a **Parenting Plan** with a **time-sharing schedule**. At a minimum, the Parenting Plan must describe in adequate detail:

- How the parties will share and be responsible for the daily tasks associated with the upbringing of the child(ren),
- The time-sharing schedule that specifies the time that the minor child(ren) will spend with each parent and every other person entitled to access or time-sharing,
- A designation of who will be responsible for any and all forms of health care, school-related matters, including the address to be used for school-boundary determination and registration, and any other activities,
- The methods and technologies that the parents will use to communicate with the child(ren), and
- Any transportation arrangements related to access or time-sharing.

The best interests of the child(ren) is the primary consideration in the Parenting Plan. In creating the Parenting Plan, all circumstances between the parties, including the parties’ historic relationship, domestic violence, and other factors must be taken into consideration. Determination of the best interests of the child(ren) shall be made by evaluating all of the factors affecting the welfare and interest of the particular minor child(ren) and the circumstances of the family as listed in s. 61.13(3), Florida Statutes.

This standard form does not include every possible issue that may be relevant to the facts of your case. The Parenting Plan should be as detailed as possible to address the time-sharing schedule. Additional provisions should be added to address all of the relevant factors. The parties should give special consideration to the age and needs of each child.

The Parenting Plan and time-sharing schedule may be set forth in the body of the Agreement for Relocation with Minor Children or may be attached as a separate document. You may attach a **Relocation/Long-Distance Parenting Plan**, Florida Supreme Court Approved Family Law Form 12.995(c), or similar form.

Instructions for Florida Supreme Court Approved Family Law Form 12.950(a), Agreement for Relocation with Minor Child(ren) (11/15)

In developing the Parenting Plan, you may wish to consult or review other materials which are available at your local library, law library or through national and state family organizations.

Nonlawyer. . . Remember, a person who is NOT an attorney is called a nonlawyer. If a nonlawyer helps you fill out these forms, that person must give you a copy of a **Disclosure from Nonlawyer**, Florida Family Law Rules of Procedure Form 12.900(a), before he or she helps you. A nonlawyer helping you fill out these forms **must** put his or her name, address, and telephone number on the bottom of the last page of every form he or she helps you complete.

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

Case No: _____

Division: _____

_____,
Petitioner,

and

_____,
Respondent.

**AGREEMENT FOR RELOCATION WITH MINOR CHILD(REN)
____ INCLUDING OR ____ NOT INCLUDING MODIFICATION OF
CHILD SUPPORT**

I, {full legal name} _____, (Petitioner)
and I, {full legal name} _____, (Respondent)
being sworn, certify that the following information is true:

1. The parties to this action were granted a final judgment of _____ dissolution of marriage _____ paternity on {date} _____. A copy of the final judgment and any modification(s) is/are attached.
2. {If Applicable}. The following other person is an individual who is not a parent, but with whom the child resides pursuant to a court order, or who has the right of access to, time-sharing with, of visitation with the child(ren) _____.
3. Paragraph(s) _____, of the final judgment or _____ most recent modification thereof describes the present custody, visitation, or time-sharing schedule.
4. The dependent or minor child(ren) referred to in this Agreement are:

Name(s)

Birth Date(s)

Name(s)	Birth Date(s)
_____	_____
_____	_____
_____	_____

SECTION I. RELOCATION

A. Since the final judgment or last modification thereof, there has been a substantial change in circumstances, requiring a modification of the present visitation, Parenting Plan, or time-sharing schedule. Both parties agree and stipulate to the following terms regarding modification to allow the _____ to relocate with the minor child (ren) and modify the terms regarding visitation or time-sharing, with or without a hearing.

B. The following relocation information is true and correct:

1. The location of the intended new residence, including the state, city, and physical address, if known, is: _____

2. _____ The mailing address of the new physical residence, if not the same as the physical address, is: _____

3. The home telephone number of the intended new residence, if known, is: _____.

4. The date of the intended move or proposed relocation is: _____.

SECTION II: PARENTAL RESPONSIBILITY AND TIME-SHARING SCHEDULE {Choose only **one**}

1. _____ Parental Responsibility and Time-Sharing shall remain the same as previously set out in the: _____ Final Judgment of Dissolution, _____ Final Judgment of Paternity or subsequent _____ Other {title of supplemental order or judgment} _____

dated _____ and will continue without modification;

OR

2. _____ The parties shall comply with the Parenting Plan which is attached and incorporated herein as Exhibit _____.

OR

3. _____ The parties shall comply with the following Parenting Plan and time-sharing schedule:

A. JURISDICTION

The United States is the country of habitual residence of the child(ren).

The State of Florida is the child(ren)'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. Sections 11601 et seq., the Parental Kidnapping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980, and for all other state and federal laws.

Other: _____

B. PARENTAL RESPONSIBILITY AND DECISION MAKING

1. Parental Responsibility {Choose only one}

a. _____ Shared Parental Responsibility.

It is in the best interests of the child(ren) that the parents confer and jointly make all 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.

OR

b. _____ Shared Parental Responsibility with Decision Making Authority. It is in the best interests of the child(ren) that the parents confer and attempt to agree on the major decisions involving the child(ren). If the parents are unable to agree, the authority for making major decisions regarding the child(ren) shall be as follows:

Education/Academic decisions	_____ Mother	_____ Father
Non-emergency health care	_____ Mother	_____ Father
_____	_____ Mother	_____ Father
_____	_____ Mother	_____ Father
_____	_____ Mother	_____ Father

OR

c. _____ 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.) It is detrimental to the _____ child(ren) _____ for _____ the _____ parents _____ to _____ share _____ decision _____ making _____ because: _____

2. Day-to-Day Decisions

Unless otherwise specified in this Parenting Plan, each parent shall make decisions regarding day-to-day care and control of each child, including the performance of daily tasks, while the child is with that 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.

3. Extracurricular Activities {Choose all that apply}

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

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

c. _____ The costs of the extra-curricular activities shall be paid by:

Mother _____ % Father _____ %

d. _____ The uniforms and equipment required for the extra-curricular activities shall be paid by: Mother _____ % Father _____ %

e. _____ Other: _____

C. INFORMATION SHARING. Unless Otherwise Indicated or Ordered by the Court:

1. Unless otherwise prohibited by law, 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.

2. Each parent shall be responsible for obtaining records and reports directly from the school and health care providers.

3. Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the child(ren).

4. 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.

5. Both parents shall be listed as "emergency contacts" for the child(ren).

6. Each parent has a continuing responsibility to provide a residential and mailing address, and contact telephone number(s) 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.

7. Other: _____

D. SCHEDULING

1. School Calendar

If necessary, on or before ___ of each year, both parents should obtain a copy of the school calendars for the next school year. The parents shall discuss the calendars and the time-sharing schedule so that any differences or questions can be resolved.

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

3. Schedule Changes {Choose all that apply}

- a. _____ A parent making a request for a schedule change will make the request as soon as possible, but in any event, except in cases of emergency, no less than _____ before the change is to occur.
- b. _____ A parent requesting a change of schedule shall be responsible for any additional child care, or transportation costs caused by the change.
- c. _____ Other _____

E. TIME-SHARING SCHEDULE

1. Weekday and Weekend Schedule

The following schedule shall apply beginning on _____ with the _____ Mother _____ Father and continue as follows:

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) _____

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) _____

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) _____

Please indicate below 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) in Attachment ____.
 _____, and. _____
 (Name of Child) (Name of Child)

2. Holiday Schedule {Choose only one}

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

b. ____ Holiday time-sharing shall be as the parties agree.

c. ____ 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

<u>Holidays</u>	<u>Even Years</u>	<u>Odd Years</u>	<u>Every Year</u>	<u>Begin/End Time</u>
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	_____	_____	_____	_____
Veteran's Day	_____	_____	_____	_____
Hanukkah	_____	_____	_____	_____
Yom Kippur	_____	_____	_____	_____
Rosh Hashanah	_____	_____	_____	_____
Child(ren)'s Birthdays	_____	_____	_____	_____
_____	_____	_____	_____	_____

3. Winter Break

A. Winter Break

1. ____ 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 children for the second portion of the Winter Break. The parties shall alternate the arrangement each year.

2. _____ The _____ Mother _____ Father shall have the child(ren) for the entire Winter Break during _____ odd-numbered years _____ even-numbered years _____ every year.
3. _____ Other: _____

B. Specific Winter Holidays

If not addressed above, the specific Winter Holidays such as Christmas, New Year's Eve, Hanukkah, Kwanzaa, etc. shall be shared as follows:

4. Spring Break {Choose only one}

- a. _____ The parents shall follow the regular schedule.
- b. _____ The parents shall alternate the entire Spring Break with the Mother having the child(ren) during the odd-numbered even-numbered years.
- c. _____ The Father Mother shall have the child(ren) for the entire Spring Break every year.
- d. _____ 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 going to the parent whose weekend falls during the second half.
- e. _____ Other: _____

5. Summer Break {Choose only one}

- a. _____ The parents shall follow the regular schedule through the summer.
- b. _____ The _____ Mother _____ Father shall have the entire Summer Break from _____ after school is out until _____ before school starts.
- c. _____ The parents shall equally divide the Summer Break. 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 half of the summer break. The parents shall alternate the first and second halves of Summer Break each year unless otherwise agreed. During the extended periods of time-sharing, the other parent shall have the child(ren) _____.
- d. _____ Other: _____.

6. Number of Overnights:

Based upon 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.

F. TRANSPORTATION AND EXCHANGE OF CHILD(REN)

Both parents shall have the child(ren) ready on time with sufficient clothing packed and ready at the

agreed upon time of exchange. All necessary information and medicines will accompany the child(ren).

The parties shall exchange travel information and finalize travel plans at least _____ days in advance of the date of travel. Except in cases of emergency, any parent requesting a change of travel plans after the date of finalization shall be solely responsible for any additional costs.

1. Automobile Transportation and 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. *{Choose only one}*

- a. _____ The _____ Mother _____ Father shall provide all transportation.
- b. _____ The _____ Mother _____ Father shall pick up the child(ren) at the beginning of the visit and the other parent shall pick up the child(ren) at the end of the visit. The exchange shall take place:
 - c. _____ At the parents' homes unless otherwise agreed
 - d. _____ At the following location unless the parties agree in advance to a different place
 - e. _____ The parents shall meet at the following central location: _____
- f. _____ Other: _____.

2. Airplane and Other Public Transportation and Exchange

Airline regulations govern the age at which a child may fly unescorted. An older child or children may fly under such regulations as each airline may establish.

Airline reservations should be made well in advance, and preferably non-stop.

All flight information shall be sent to the other party(ies) at least _____ days in advance of the flight by the party purchasing the tickets.

If the child(ren) are flying accompanied by a party, the parent picking up the child(ren) shall exchange the child(ren) with the other parent at _____ and the parent returning the child(ren) shall exchange the child(ren) at _____.

If the exchange is to be made at the airport, the party flying in to pick up or drop off the child(ren) from/to the airport must notify the other party of any flight delays.

Unless otherwise agreed in advance, if the child(ren) are flying unaccompanied, the parent taking the child(ren) to the airport must call the other parent immediately upon departure to notify the other parent that the child(ren) is/are arriving, and the parent who meets the child(ren) must immediately notify the other parent upon the child(ren)'s arrival. *{Indicate all that apply}*

- a. _____ Until a child reaches the age of _____, the parties agree that the child(ren) shall take a direct flight and/or fly accompanied by _____.
- b. _____ Once a child reaches the age of _____ the child shall be permitted to fly accompanied by an airline employee.
- c. _____ Once a child reached the age of _____ the child shall be permitted to fly unescorted.
- d. _____ Other: _____.

3. Costs of Airline and Other Public Transportation

The parents shall work together to purchase the most convenient and least expensive tickets.

Unless otherwise agreed or in the case of an unavoidable emergency, any costs incurred by a missed travel connection shall be the sole responsibility of the parent who failed to timely deliver the child(ren) to the missed connection. *{Indicate all that apply}*

- a. _____ Transportation costs are included in the Child Support Worksheets and/or the Order for Child Support and should not be included here.
- b. _____ The Mother shall pay _____ % and the Father shall pay _____ % of the transportation costs.
- c. _____ The Mother shall pay _____ % and the Father shall pay _____ % of the transportation costs for an adult to accompany the child(ren) during travel.
- d. _____ If the parents are sharing travel costs, the non-purchasing parent shall reimburse the other parent within _____ days of receipt of documentation establishing the travel costs.
- e. _____ Other: _____

4. Foreign and Out-Of-State Travel *{Indicate all that apply}*

- a. _____ Either parent may travel within the United States 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 at least _____ days prior to traveling.
- b. _____ 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 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.
- c. _____ 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(ren)

d. _____ Other _____

5. **Other travel and exchange arrangements:**

G. **EDUCATION**

1. **School designation.** For purposes of school boundary determination and registration, the _____ Mother's _____ Father's address shall be designated.

2. *{If Applicable}* The following provisions are made regarding private or home schooling:

3. **Other.** _____

H. **DESIGNATION FOR OTHER LEGAL PURPOSES**

The child(ren) named in this Relocation Agreement are scheduled to reside the majority of the time with the _____ Mother _____ Father. This majority designation is **SOLELY** for purposes of all other state and federal laws which require such a designation. **This designation does not affect either parent's rights or responsibilities under this Relocation Agreement.**

I. **COMMUNICATION**

1. **Between Parents**

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: *{Indicate **all** that apply}*

- a. _____ in person
- b. _____ by telephone
- c. _____ by letter
- d. _____ by e-mail
- e. _____ Other: _____

2. **Between Parent and Child(ren)**

Both parents shall keep contact information current. Telephone or other electronic communication between the child(ren) and the other parent 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:

(Choose only **one**)

- a. Anytime
- b. Every day during the hours of _____ to _____.
- c. On the following days _____ during the hours of _____ to _____.
- d. Other: _____

3. **Costs of Electronic Communication** shall be addressed as follows:

J. CHANGES OR MODIFICATIONS OF THE PARENTING PLAN

Temporary changes may be made informally without a written document. 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.

K. DISPUTES OR CONFLICT RESOLUTION

Parents shall attempt to cooperatively resolve any disputes which may arise over the terms of the Parenting Plan. The parents may wish to use mediation or other dispute resolution methods and assistance, such as Parenting Coordinators and Parenting Counselors, before filing a court action.

SECTION III: CHILD SUPPORT AND INSURANCE

A. If the requested modification is granted, the parties:

- 1. _____ agree that child support should be modified, consistent with the modification of the time-sharing schedule
- 2. _____ agree that child support will NOT be modified.

B. The _____ Mother _____ Father (hereinafter "Obligor") will pay child support, under Florida's child support guidelines, section 61.30, Florida Statutes, to the other parent. The Child Support Guidelines Worksheet, Florida Family Law Rules of Procedure Form 12.902(e), is completed and attached.

This parent shall be obligated to pay child support at the rate of \$ _____, per month for the _____ children *{number of parties' minor or dependent children}* beginning *{month, day, year}* _____ and terminating _____ *{month, day, year}*. Child support shall be paid in the amount of \$ _____, per _____ *{week, month, other}*, which is consistent with the Obligor's current payroll cycle.

Upon the termination of the obligation of child support for one of the parties' children, child support in

the amount of \$ _____, for the remaining _____ children {total number of remaining children} shall be paid beginning _____ {month, day, year} and terminating _____ {month, day, year}. This child support shall be paid in the amount of \$ _____ per _____ {week, month, other} consistent with the Obligor's current payroll cycle.

{Insert schedule for the child support obligation, including the amount, and commencement and termination dates, for the remaining minor or dependent children, which shall be payable as the obligation for each child ceases. Please indicate whether the schedule either _____ appears below or _____ is attached as part of this form.

The Obligor shall pay child support until all the minor or dependent children: reach the age of 18, become emancipated, marry, die, joins the armed services; or become self-supporting; or until further order of the court or agreement of the parties. The child support obligation shall continue beyond the age of 18, and until high school graduation for any child who is: dependent in fact; between the ages of 18 and 19; and is still in high school, performing in good faith with a reasonable expectation of graduation before the age of 19.

If the child support amount above deviates from the guidelines by 5% or more, explain the reason(s) here:

C. **Child Support Arrearage.** There currently is a child support arrearage of \$ _____ for retroactive child support and/or \$ _____ for previously ordered unpaid child support. The total of \$ _____ in child support arrearage shall be repaid at the rate of \$ _____ every _____ week _____ other week _____ month, beginning {date} _____, until paid in full including statutory interest.

D. **Health Insurance.**

1. _____ The Mother Father will maintain health insurance for the parties' minor child(ren). The party providing health insurance will provide insurance cards to the other party showing coverage.

OR

2. _____ Health insurance is either not reasonable in cost or accessible to the child(ren) at this time. Any uninsured/ unreimbursed medical costs for the minor child(ren) shall be assessed as follows:

- a. _____ Shared equally by both parents.
- b. _____ Prorated according to the child support guideline percentages.
- c. _____ Other {explain}: _____

As to these uninsured/unreimbursed medical expenses, the party who incurs the expense shall submit a request for reimbursement to the other party within 30 days, and the other party, within 30 days of receipt, shall submit the applicable reimbursement for that expense, according to the schedule of reimbursement set out in this paragraph.

E. Dental Insurance.

1. _____ The Mother _____ Father will maintain dental insurance for the parties' minor child(ren). The party providing dental insurance will provide insurance cards to the other party showing coverage.

OR

2. _____ Dental insurance is either not reasonable in cost or available to the children at this time. Any uninsured/unreimbursed dental costs for the minor child(ren) shall be assessed as follows:

- a. _____ Shared equally by both parents.
- b. _____ Prorated according to the child support guideline percentages.
- c. _____ Other {explain}: _____

As to these uninsured/unreimbursed dental expenses, the party who incurs the expense shall submit a request for reimbursement to the other party within 30 days, and the other party, within 30 days of receipt, shall submit the applicable reimbursement for that expense, according to the schedule of reimbursement set out in this paragraph.

F. Life Insurance.

The _____ Mother _____ Father shall be required to maintain life insurance coverage for the benefit of the parties' minor child(ren) in the amount of \$ _____ until the youngest child turns 18, becomes emancipated, marries, joins the armed services, or dies.

SECTION IV: OTHER

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

Dated: _____

Signature of Mother

Printed Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Designated E-mail Address(es): _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to or affirmed and signed before me on _____ by _____.

NOTARY PUBLIC or DEPUTY CLERK

[Print, type, or stamp commissioned name of notary or clerk.]

_____ Personally known

_____ Produced identification

_____ Type of identification produced _____.

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

Dated: _____

Signature of Father
Printed Name: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
Fax Number: _____
Designated E-mail Address(es): _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to or affirmed and signed before me on _____ by _____.

NOTARY PUBLIC or DEPUTY CLERK

[Print, type, or stamp commissioned name of notary or clerk.]

_____ Personally known
_____ Produced identification
_____ Type of identification produced _____.

IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW:

[fill in **all** blanks] This form was prepared for the: {choose only one} _____ Mother _____ Father. This form was completed with the assistance of:

{name of individual}, _____,
{name of business} _____,
{address} _____,
{city} _____, {state} _____, {zip code} _____, {telephone number} _____.