IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

PAPA BEAR,
Petitioner,

and

MAMA BEAR,
Respondent.
_____/

CASE NO.: 2023-01234-FC-04

FAMILY DIVISION (1)

PROPOSED PATERNITY, PARENTING PLAN, SHARED PARENTAL RESPONSIBILITY, TIMESHARING TAX DEPENDENCY AND CHILD SUPPORT SETTLEMENT AGREEMENT

This *Paternity, Parenting Plan, Timesharing and Child Support Settlement Agreement* made and entered into this 18th day of August 2023, by and between **MAMA BEAR**, hereinafter referred to as "Mother", and **PAPA BEAR**, hereinafter referred to as "Father", both of the State of Florida.

Mother
MAMA BEAR
1234 Lighthouse Lane
Miami, FL 01234
(777) 777-7777
mamabear@gmail.com

Father
PAPA BEAR
5678 Lighthouse Lane
Miami, FL 01234
(888) 888-8888
papabear@gmail.com

WITNESSETH:

WHEREAS, the Father and Mother have two (2) children born as result of this relationship, to-wit: **Baby Girl Bear, born on August 8, 2008 and Baby Boy Bear, born on October 10, 2010**.

WHEREAS, The United States is the country of habitual residence of the children, The State of Florida is the children's home state for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act, and 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 the International Child Abduction enacted at the Hague on October 25, 1980, and for all other state and federal laws;

WHEREAS, the parties agree that the minor children have a right to spend time with both parents, and to be supported by both parents;

WHEREAS, the parties agree that Shared Parental Responsibility is in the best interest of the children, and agree to the statements set forth in Exhibit A attached hereto;

NOW THEREFORE, in consideration of the mutual promises and undertakings herein contained, and other good and valuable considerations, the parties hereto agree as follows:

AGREEMENT

1. **RECITALS:** All of the recitations and "WHEREAS" clauses set forth above are true and correct and are incorporated as terms of this Agreement.

2. **VOLUNTARY EXECUTION:** Each party acknowledges that this Agreement is fair, just, and reasonable. This Agreement is not the result of any fraud, duress or undue influence exercised by either party upon the other or by any other person upon the other. The parties sign this Agreement freely and voluntarily and intend to be bound by it.

3. **WEEKLY SCHEDULE**: The parties have agreed to an equal timesharing schedule, as follows:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
M	M	M	M	M	M	M
F	F	F	F	F	F	F
M	M	M	M	M	M	M
F	F	F	F	F	F	F

A. The parties shall alternate weeks with exchanges occurring on Mondays after school or at 4:00PM if school is not in session. All pick-ups and drop-offs shall occur at school. In the event that school is not in session, the party beginning their timesharing

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is responsible for picking up the children from the other parties' home.

B. If necessary, on or before May 1 of each year, both parents should obtain a copy of the school calendar 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.

C. 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 the regularly scheduled classes after the holiday or break.

D. The children shall be in the care of the Mother 182.5 nights out of the year, exclusive of holidays, and in the care of the Father 182.5 nights out of the year.

E. The parties agree to keep one another informed of one another's addresses and contact information, and to include same on any emergency contact information for the children's schools, doctors, and extracurricular activities. The parties shall notify each other in writing of any change in their contact information within **FIVE** (5) days of the change. If either party relocates from their current address, they shall provide written notice of their intent to move thirty (30) days prior to the move.

F. Both parents shall have the children ready on time with sufficient clothing packed and ready at the agreed upon time of exchange. If a parent is more than **30 minutes** late without contacting the other parent to make other arrangements, the parent with the children may proceed with other plans and activities.

G. This Agreement is made in accordance with the parties' current work schedules and the children's current daycare/school schedule. Any changes in work or daycare/school schedules would qualify as a change in circumstance for the parties to seek a modification. The parties agree to cooperate and make reasonable adjustments to the timesharing schedule if there are conflicts due to work or school schedule changes without the need for a showing of a substantial change in circumstances.

4. <u>HOLIDAY TIMESHARING</u>:

A. *Christmas Break*: During even-numbered years, the Mother shall have the minor children for the first half of Christmas break, from when school lets out until the midpoint day of the break at 12:00 PM. The Father shall have the children for the second half of Christmas break, from the midpoint day of the break at 12:00 PM until return to

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school or daycare in the first week of January, at which time the regular timesharing schedule shall resume.

During **odd-numbered** years, the Father shall have the minor children for the first half of Christmas break, from when school lets out until the midpoint day of the break at 12:00 PM. The Mother shall have the children for the second half of Christmas break, from the midpoint day of the break at 12:00 PM until return to school or daycare in the first week of January, at which time the regular timesharing schedule shall resume.

B. *Thanksgiving Break:* The Father shall have timesharing with the minor children during even-numbered years from release from school the Friday before Thanksgiving until return to school Monday, when the regular schedule resumes.

The Mother shall have timesharing with the minor children during odd-numbered years from release from school the Friday before Thanksgiving until return to school Monday, when the regular schedule resumes.

C. *Spring Break:* The parties shall alternate Spring Break, with the Mother having even-numbered years and the Father having odd-numbered years. Spring break is defined as after school on Friday until return to school the following Monday. Both parties may travel with the minor children during Spring Break. The traveling parent must give the other parent one weeks' notice of his/her intentions of traveling and furnish the other parent with an itinerary, addresses, and phone numbers of the children's whereabouts.

D. *Child's Birthday:* The parties are welcome to celebrate the children's birthdays together. If they cannot agree to do so, the Father shall have birthday timesharing during even-numbered years and the Mother shall have birthday timesharing during odd-numbered years. Birthday timesharing is defined as 4:00PM or release from school the day before the birthday until 9:00AM or return to school the day after the birthday. The children shall go together for birthday timesharing.

E. *Mother's Day/Father's Day and Parties' Birthdays:* The mother shall have visitation with the minor children on **Mother's Day**. The Father shall have visitation with the minor children on **Father's Day**. The Mother shall have visitation with the minor children on **Mother's Birthday**. The Father shall have overnight visitation with the minor children on the **Father's Birthday.** Timesharing for these holidays is defined as 4:00PM or

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release from school the day before the holiday until 9:00AM or return to school the day after the holiday.

F. *Summer Break:* The parties shall follow the regular schedule, except that each party shall have two weeks of the summer break during which to vacation with the children. Both parties are allowed to vacation with the minor children within the United States during the summer break. If the chosen date for each party to exercise their vacation timesharing with the minor children conflicts, the Mother shall have her first choice of dates during even years, and the Father shall have his first choice of dates during odd years. The traveling parent must give the other parent one months' notice of his/her intentions of traveling and furnish the other parent with an itinerary, addresses, and phone numbers of the children's whereabouts.

G. *Three-Day Weekends*: If a three-day holiday (Martin Luther King, Veterans Day, Memorial Day, Etc.) or teacher workday falls on a parent's weekend timesharing, the parent who has the weekend shall have the minor children for the entire three days with return to school on the next day.

H. *International Travel*: The parties may travel outside the United States with the children with written consent from the other parent. Consent shall not be unreasonably withheld. The parties agree to apply for the children's passports at the Father's expense. The Father shall be the holder of the passports.

5. **MISCELLANEOUS:**

A. Both parents shall have open telephonic communication with children when in the other parent's custody. The parents shall make the children available for the telephone call.

B. Parties shall give each other one (1) weeks' notice of any change in scheduling. Timesharing can be modified with written consent of both parties.

C. The Mother's current address shall be the primary address for school registration purposes.

D. The parties agree that no modification or waiver of any of the terms of this Agreement shall be valid, unless made in writing and executed with the same formalities as this Agreement.

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E. *Right of first Refusal*: The parent with the children shall give notice and opportunity to care for the children before leaving the children with a caregiver for a period of four hours or more.

F. *Relocation:* Neither party shall relocate outside of Miami-Dade County, Florida without the written consent of the other party and/or Court Order, in accordance with Florida Statute 61.13001.

G. The parties agree that each of them shall be responsible for their own attorney's fees and costs incurred in this matter and shall hold each other harmless for their respective attorney's fees and costs. If either party requires legal representation to enforce the terms and conditions of the agreement, the prevailing party will be awarded attorney's fees.

H. Each party has had an opportunity to be represented and advised with regard to the subject matter hereof, by independent legal counsel of his or her own choosing and each is fully cognizant of all the terms and conditions hereof and without duress or coercion of any form have assented to the terms of this Agreement. Each is signing this Agreement freely and voluntarily intending to be bound by it.

6. **CHILD SUPPORT**:

A. Due to the parties having an equal timesharing schedule and relatively similar income levels, no child support is owed from one party to the other.

B. The parties acknowledge that child support is not an obligation imposed by one parent on the other, but rather it is a dual obligation imposed on both parents by the State of Florida depending upon the children's needs and the parent's ability to pay.

C. *Extracurricular Activities*: Either parent may register the children and allow them to participate in the activity of the children's choice. The parent with the minor children shall transport the minor children to and/or from all extracurricular activities. The costs of the extracurricular activities and uniforms and equipment required for same shall be paid by the parent registering the children for such activity. If the parties jointly agree to the activity, the cost of the activity shall be shared equally. Extracurricular activities shall not be scheduled on the other parent's scheduled time unless previously agreed upon.

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D. *Medical Insurance*: The minor children are currently on Medicaid. Should the Mother lose eligibility for free healthcare, the Parties shall investigate alternative insurance and find the best plan available at reasonable cost. If the replacement plan exceeds the cost of insurance currently paid, the Parties will split the premium.

E. *Uncovered Health Expenses*: Any reasonable and necessary medical, dental, vision and orthodontic expenses not covered by the health insurance shall be paid 50% by the Father and 50% by the Mother. Except in case of emergency, neither party shall incur any such expense without the consent of the other party who shall not withhold consent unreasonably. Payments shall terminate when the obligation to pay child support for the subject children terminates. A party who pays for an uncovered health care expense or receives notice of the same shall submit to the other party proof of payment or such notice within thirty (30) days of payment or receipt of notice. Within thirty (30) days after the other party receives such notification, the other party shall reimburse the paying party or pay the billing party directly for his or her share of the expense, as applicable.

F. *Tax Exemption:* The parties shall alternate claiming the children as dependents on their tax return each year, with the Mother claiming the children during **even-numbered** years and the Father claiming the children during **odd-numbered** years. Each party agrees to cooperate at all times and provide any documentation that may be necessary to assist in income tax preparation, including receipts for childcare and medical expenses as needed by the child dependency claimant to minimize his or her income tax obligation.

READ AND ACKNOWLEDGE. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT AND UNDERSTAND EVERY PART OF IT. DO NOT SIGN THIS AGREEMENT UNLESS IT ACCURATELY REFLECTS YOUR BARGAIN, AND UNLESS YOU ARE WELL-PLEASED WITH IT. BY THIS AGREEMENT YOU HAVE WAIVED AND THERE HAVE BEEN ESTABLISHED IN YOUR FAVOR CERTAIN IMPORTANT RIGHTS. DO NOT SIGN THIS AGREEMENT EXCEPT AS OF YOUR OWN FREE WILL, ACT AND DEED. DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE REFLECTED ABOUT IT. IF YOU ARE ENTIRELY SATISFIED WITH THIS AGREEMENT, SIGNIFY THIS BY INITIALING EACH PAGE AND SIGNING YOUR NAME IN THE PLACE PROVIDED HEREAFTER.

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PAPA BEAR _____

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

_____ _____
MAMA BEAR

_____
(Witness to Mother)

_____ _____
PAPA BEAR

_____
(Witness to Father)

STATE OF FLORIDA)
) SS
COUNTY OF)

BEFORE ME, the undersigned authority, this day, personally appeared **PAPA BEAR** (father), who after being first duly sworn on his oath and says that he has read the foregoing Settlement Agreement and has personal knowledge of the facts and matters set forth therein and he acknowledged that he executed the same.

WITNESS my hand and official seal, in the County and State last aforesaid, this ____ day of _____, 2023.

_____
NOTARY PUBLIC

STATE OF FLORIDA)
) SS
COUNTY OF)

BEFORE ME, the undersigned authority, this day, personally appeared **MAMA BEAR** (mother), who after being first duly sworn on his oath and says that she has read the foregoing Settlement Agreement and has personal knowledge of the facts and matters set forth therein and she acknowledged that she executed the same.

WITNESS my hand and official seal, in the County and State last aforesaid, this ____ day of _____, 2023.

_____
NOTARY PUBLIC

MAMA BEAR _____
PAPA BEAR _____

EXHIBIT A

SHARED PARENTAL RESPONSIBILITY GUIDELINE/AGREEMENT

A. Each of the parties recognizes the deep love, devotion and dedication of the other to their minor children. Each recognizes that the other has a right to and shall fully participate with the other and with the children in all important matters pertaining to the children's health, welfare, education and upbringing. The parties agree that they shall have shared parental responsibility for the minor children in conformance with Chapter 61 of the Florida Statutes, and all decisions regarding health, education, summer camp, vacation and/or travel unaccompanied by parents, welfare and upbringing of the children shall be made on a joint decision-making basis.

B. **Emergency Decisions.** It is understood that some decisions must be made on an emergency basis, and in such event each of the parties acknowledges that he or she has full confidence in the other's ability to make unilateral decision in the event of an emergency for the children's welfare which otherwise would be a joint decision of the parties.

C. **Entitlement to Participation.** Both parties shall be entitled to participate with and attend and each shall notify the other of special activities in which the children are engaged, such as religious activities, school programs, sports events and other extracurricular activities and programs and important social events in which the children are involved or may become engaged or involved.

D. **Encouragement of Love and Affection.** Each of the parties shall exercise, in the utmost of good faith, his and her best efforts at all times encourage and foster the maximum relations of love and affection between the minor children and the mother and father. Neither party shall in any way impede, obstruct, nor interfere with the exercise of the other's right of companionship with the minor children, and neither of them at any time shall disparage or criticize the other parent, now allow any other to do so, in the presence of the minor children.

E. **Open Telephonic Communication.** When the children are with the other parent, that parent not with the children, shall have open and liberal rights of telephonic communication with the children.

F. **Informed of Whereabouts.** Each of the parties shall keep the other informed of the whereabouts of the minor children when in and out of Miami-Dade County, Florida with either of the parties or with others. Both parties shall furnish current addresses and phone numbers

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where the children are living and can be reached. Information shall be exchanged within forty-eight (48) hours of said change.

G. **Notification and Access in the Event of Illness or Accident.** Each party agrees that if either of them has any knowledge of any illness or accident or other circumstances seriously affecting the children's health and general welfare, the father or mother, as the case may be, shall promptly notify the other of such circumstances and the party who was notified shall have immediate access to the children, notwithstanding where the children may be. Wherever the children are, each of the parties shall be informed of where he or she can have telephonic communication with the children and shall have the right to have such communication.

H. **Accommodation of Children's Schedules.** Both parents will recognize and respect the reasonable schedule(s) of their children and will give due regard to the activities and events and to the schedule and convenience of each party.

I. **Entitlement to Complete Information.** Each parent shall be entitled to complete and detailed information from all the pediatricians, physicians, dentists, consultants, or specialists attending the minor children for any reason whatsoever, and to be furnished with copies of any reports given to one or the other parent. Each shall be entitled to complete and detailed information from all teachers, schools, summer camps or other institutions which the children may attend or become associated with in any way. Each of the parents should be furnished with copies of all reports given to the other. Each party shall have full access to the children's medical and school records and shall be given copies of all reports given to the other. Each party shall have full access to the children's medical and school records, and shall be given copies of all report cards, and shall be consulted on all medical and educational matters. Nothing contained herein shall be construed as a waiver of the children's privilege of confidentiality in communications between any physician or mental health professional and the children. Neither party shall do or say anything which may estrange the children from either party to this Agreement or hamper the natural development of the children's love for both parties.

J. **Records.** Both parties shall be named on any emergency contact lists pertaining to the minor children including but not limited to school, doctor, extracurricular, etc. Neither parent shall withhold or restrict the other parent access to the children's information.

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