

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

ADMINISTRATIVE DIRECTIVE ECAD2014-03
(Vacates ECFLAD 2005-01)

RE: *Family Law Standing Pretrial Order*

WHEREAS, the Circuit Court in and for Escambia County, Florida, established a Family Law Division effective April 1, 1992; and

WHEREAS, the undersigned Circuit Judge was appointed Administrative Judge in and for Escambia County by Administrative Order 2013-40; and

WHEREAS, there is sometimes a delay between the filing of a petition for dissolution of marriage and the opportunity for a temporary hearing to take place; and

WHEREAS, it is in the best interest of the minor children and the parties that some standing pretrial order be adopted which gives directions to the parties as to their behavior toward one another pending a hearing on the issues relating to the dissolution of marriage; and

WHEREAS, the judges assigned to family law divisions agree to the content of the standing pretrial order which will guide and rule the parties in dissolution of marriage cases until they have an opportunity to be heard before the judge and upon further order of the court, it is, therefore

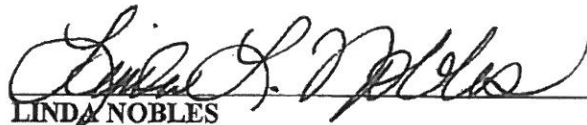
ORDERED AND ADJUDGED:

1. The *Family Law Standing Pretrial Order*, Attachment "1", is hereby adopted for utilization in each family law division when there are no children involved.
2. The *Family Law Standing Pretrial Order – With Children*, Attachment "2", along with Exhibit "A" *Shared Parental Responsibility Statement* and Exhibit "B" *Holiday Timesharing Schedule* attached thereto, is hereby adopted for utilization in each family law division in cases that involve children.

3. Identical orders for each division have been prepared and signed by each family law judge.

The Clerk of Court is directed to provide conformed copies of this Order to each litigant upon filing a petition for dissolution of marriage and every respondent thereto.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida on this 23rd day of April, 2014.



LINDA NOBLES
ADMINISTRATIVE JUDGE, ESCAMBIA COUNTY

Copies furnished to:

All Circuit Judges, Family Law Division
All General Magistrates
Circuit Court Clerk, Family Law Division
Escambia Santa Rosa Bar Association

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA
FAMILY LAW DIVISION

In re: The Marriage of

Petitioner/_____,
and

Case Number 20__ DR 00____
Division "____"

Respondent/_____.

FAMILY LAW STANDING PRETRIAL ORDER

The following *Family Law Standing Pretrial Order* ("Order") shall apply to both parties in an original action for dissolution of marriage. Service of this Order shall be made with service of process of a Petition for Dissolution of Marriage and shall be effective with regard to the Petitioner upon filing of the Petition. This Order shall be effective with regard to the Respondent upon service of the summons and Petition for Dissolution of Marriage or upon waiver and acceptance of service. The following Order shall remain in place during the pendency of this action, unless modified, terminated, or amended by further order of the Court upon motion of either of the parties:

1. Neither party shall sell, transfer, encumber, conceal, assign, remove or in any way dispose of, without the consent of the other party in writing, or without an order of the Court, any disputed property, individually or jointly held by parties, except in the usual course of business, for customary and usual household expenses or for reasonable attorney's fees and costs in connection with this action. This provision is not to be interpreted to control property which is co-owned with a third party. Any party seeking to restrict the transfer, encumbrance or disposal of property that is co-owned with a third party shall file an appropriate motion with the court with notice to all persons whose property may be affected.
2. Neither party shall incur any unreasonable or unnecessary debts, including but not limited to, further borrowing against any credit line secured by the family residence, further encumbering any assets, or unreasonably using credit cards or cash advances against credit or bank cards.
3. Neither party shall cause the other party to be removed from any medical, hospital and/or dental insurance coverage, and each party shall maintain the existing medical, hospital and dental insurance coverage in full force and effect absent extraordinary circumstances (i.e., coverage cost doubled, party lost job, etc.).

4. Neither party shall change the beneficiaries of any existing life insurance policies, and each party who has traditionally paid the following shall maintain existing life insurance, automobile insurance, homeowner's or renter's insurance policies in full force and effect.
5. If neither party has filed a federal income tax return on the date of filing the Petition, the parties shall confer and attempt to agree upon whether to file a joint return. If the parties file a joint return and there is an income tax refund, the parties shall equally divide the refund unless there is a written agreement stating otherwise. Neither party shall be permitted to e-file a joint federal income tax return without the written consent of the other party. Failure to comply with these provisions may subject a party to sanctions by the Court, including fines or the imposition of attorney's fees and costs.
6. Failure to obey this Order may be punishable by contempt of court. If you wish to modify this Order, you must file an appropriate motion with the Escambia County, Florida, Clerk of Court, Family Law Office.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida on this _____ day of _____, 20____.

Circuit Judge

Conformed copies to:
Petitioner:
Respondent:

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA
FAMILY LAW DIVISION

In re: The Marriage of

Petitioner/_____,
and

Case Number 20__ DR 00_____
Division "____"

Respondent/_____.

FAMILY LAW STANDING PRETRIAL ORDER – WITH CHILDREN

The following *Family Law Standing Pretrial Order* ("Order") shall apply to both parties in an original action for dissolution of marriage. Service of this Order shall be made with service of process of a Petition for Dissolution of Marriage and shall be effective with regard to the Petitioner upon filing of the Petition, except as to timesharing provisions in Paragraph 9 below, which shall be effective upon service of the summons on the Respondent or upon waiver and acceptance of service. This Order shall be effective with regard to the Respondent upon service of the summons and Petition for Dissolution of Marriage or upon waiver and acceptance of service. The following Order shall remain in place during the pendency of this action, unless modified, terminated, or amended by further order of the Court upon motion of either of the parties:

1. Neither party shall sell, transfer, encumber, conceal, assign, remove or in any way dispose of, without the consent of the other party in writing, or without an order of the Court, any disputed property, individually or jointly held by parties, except in the usual course of business, for customary and usual household expenses or for reasonable attorney's fees and costs in connection with this action. This provision is not to be interpreted to control property which is co-owned with a third party. Any party seeking to restrict the transfer, encumbrance or disposal of property that is co-owned with a third party shall file an appropriate motion with the court with notice to all persons whose property may be affected.
2. Neither party shall incur any unreasonable or unnecessary debts, including but not limited to, further borrowing against any credit line secured by the family residence, further encumbering any assets, or unreasonably using credit cards or cash advances against credit or bank cards.
3. Neither party shall cause the other party or the child(ren) of the marriage to be removed from any medical, hospital and/or dental insurance coverage, and each party shall maintain the existing medical, hospital and dental insurance coverage in full force and effect absent extraordinary circumstances (i.e., coverage cost doubled, party lost job, etc.).

4. Neither party shall change the beneficiaries of any existing life insurance policies, and each party who has traditionally paid the following shall maintain existing life insurance, automobile insurance, homeowner's or renter's insurance policies in full force and effect.
5. If neither party has filed a federal income tax return on the date of filing the Petition, the parties shall confer and attempt to agree upon whether to file a joint return. If the parties file a joint return and there is an income tax refund, the parties shall equally divide the refund unless there is a written agreement stating otherwise. Furthermore, if the parties file separate returns and they cannot agree in writing as to the allocation of the child dependency exemption(s), neither party is permitted to claim a child of the marriage without a Court order. Neither party shall be permitted to e-file a joint federal income tax return without the written consent of the other party. Failure to comply with these provisions may subject a party to sanctions by the Court, including fines or the imposition of attorney's fees and costs.
6. Neither party shall permanently remove the minor child(ren) of the parties over whom the Court has jurisdiction from the State of Florida, without written consent of the other party or an order of the Court.
7. A party vacating the family residence shall notify the other party or the other party's attorney, in writing, within forty-eight (48) hours of such move, of an address and telephone number where the relocated party can receive communication and where the child(ren) will be staying. This provision shall not apply if there is a conflicting court order.
8. **Parental Responsibility.** Unless there is another court order in effect, the parties shall share parental responsibility for any minor child(ren) of the marriage. A copy of the *Shared Parental Responsibility Statement* is attached hereto as **Exhibit "A"**.
9. **Timesharing.** The parties may agree to any timesharing schedule they believe is in the best interest of the child(ren). Any timesharing schedule should be established in writing. Absent a written agreement to the contrary, each parent shall have equal timesharing (50%) with the minor child(ren) and each parent shall cooperate to facilitate equal timesharing (50%) with the minor child(ren) until further order of this Court. If the parties cannot reach a written agreement as to the specifics of a 50/50 timesharing arrangement, the parties shall follow a weekly rotating schedule, exchanging the child(ren) on Fridays after school or by 6:00 p.m., if a party cannot pick up the child(ren) after school. The Respondent shall receive the first week beginning on Friday following the service of process. All parties should be aware that this 50/50 schedule does not create a presumption for or against a 50/50 timesharing schedule for all future hearings involving parenting time. The Court will consider the factors provided in Florida Statutes Chapter 61.13(3) to determine both the temporary and final timesharing of the parties based upon the child(ren)'s best interests.

- a. Holiday timesharing shall be governed by the *Holiday Timesharing Schedule* attached hereto as **Exhibit "B"**.
- b. For cases in which child abuse and/or neglect is alleged by a party against the other parent, that party shall promptly file the appropriate verified pleadings with the Court to seek immediate relief from the above timesharing schedule. The parties shall follow their written 50/50 timesharing arrangement if applicable, or the weekly rotating schedule until any such verified pleading seeking relief therefrom is filed. Once such pleading is filed, the filing party shall promptly obtain a hearing on this issue before the judge or magistrate assigned to the case. Until the hearing, the filing party shall have sole timesharing with the child(ren). Upon conclusion of the hearing, the magistrate or judge shall award make up timesharing to the non-filing party if the allegations of abuse and/or neglect are not established by evidence. **If there is a domestic violence injunction in effect which governs the minor child(ren), it shall take precedence over this Order until specifically addressed by this Court.**

10. Back-up Care:

- a. Short Term. When the child(ren) is/are with either parent and that parent has to be absent, because of work, social obligations etc., and is not able to care for the child(ren) for a period of less than six (6) hours, that parent does not have to give the other parent first right of refusal to keep the child(ren) as long as a relative, by blood or marriage, within the second degree (e.g., grandparent, aunt, uncle or step-parent) provides care for the child(ren). If a relative, as defined above, does not provide that care, then that parent shall contact the other parent and allow him or her the opportunity to care for the child(ren). The parent that is providing back-up care shall provide all transportation associated with exercising this timesharing.
- b. Long Term. When the child(ren) is/are with a parent and that parent has to be absent for a period of time in excess of six (6) hours, the parent that is not able to care for the child(ren) shall contact the other parent and allow him or her the opportunity to care for the child(ren). If that parent is not able to care for the child(ren), then the first parent may select a third party to care for the child(ren). The parent that is providing back-up care shall provide all transportation associated with exercising this timesharing.
- c. Exceptions to Short/Long Term Back-up Care. If the child(ren) is/are enrolled in and attending day care or after school care and the policy of the day care/after school care provider requires the attendance of the child(ren) or the child(ren) will lose his/her/their slot, compliance with the above back-up care provision(s) is/are not mandatory. Additionally, the

parent who is assigned Spring Break, Summer vacation, Fall Break or Winter Break timesharing under this Parenting Plan may choose for the child(ren) to spend such time with a relative, by blood or marriage within the second degree (e.g., grandparent, aunt, uncle or step-parent), even if such parent is not present. In this situation, the other parent does not have the back-up care rights listed above. Furthermore, during Summer vacation time, a parent may choose to enroll the child(ren) in a special activity, day camp or overnight camp including, but not limited to, Boy/Girl Scouts, sports camp, or music camp. The purpose of the activity must be to foster an interest of the child(ren). In this situation, the other parent does not have the back-up care rights as stated above. Standard daycare used to keep the child(ren) while the parent is away does not meet this required purpose.

11. School Designation. If the parties elect for the child(ren) to attend a public school, the child(ren)'s public school attendance shall be determined pursuant to a written agreement(s) reached between the parties in compliance with Escambia County School District ("ECSD") guidelines. School choice is governed by guidelines established by the ECSD. A copy of the parties' written agreement shall be provided to the child(ren)'s school upon enrollment. If the parties are unable to reach a written agreement, school choice shall be determined as follows in accordance with ECSD guidelines:
- a. The school where the child(ren) has/have customarily attended. If the school customarily attended is not available pursuant to ECSD guidelines, the parties shall agree in writing as to another school that is available, or the parties shall promptly seek relief with the Court; or
 - b. If the child(ren) has/have not attended school (grades K-12) anywhere at the time of filing, then the child(ren) shall attend the school in which the parties' other children attend. If there are no other children of the marriage, the school shall be in the district where the parties last resided together for at least sixty (60) days, provided that one of the parties continues to reside in that school district; or
 - c. Subject to the ECSD guidelines, when parties decide to live apart and cannot otherwise agree in writing on the child(ren)'s school enrollment, the parties shall promptly seek relief from the Court to determine school enrollment; or
 - d. In the event the parties are unable to obtain relief from the Court prior to the start of school and they have exercised equal timesharing preceding the start of school, the child(ren) shall attend the following school: the highest rated school in the district in which one of the parties reside, based on the highest combined numerical score for reading, math, writing and science. This information can be found at <http://fcats.fldoe.org/results/default.asp>; or

- e. If none of the above factors are conclusive, the child(ren) shall attend school in compliance with ECSD guidelines based on the Petitioner's residence. Both parties shall ensure that the child(ren)'s school receives a copy of the most current court order addressing parental responsibility and timesharing.

It is recognized that this provision may not apply to all circumstances. In that event, the parties shall promptly seek immediate relief from the Court to address their specific issues. **The purpose and intent of the above provisions is to maintain consistency and continuity for the child(ren) with respect to the child(ren)'s education.**

- 12. Failure to obey this Order may be punishable by contempt of court. If you wish to modify this Order, you must file an appropriate motion with the Escambia County, Florida, Clerk of Court, Family Law Office.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida on this _____ day of _____, 20_____.

Circuit Judge

Conformed copies to:
Petitioner:
Respondent:

SHARED PARENTAL RESPONSIBILITY STATEMENT

Each parent has been given shared parental responsibility. This means:

1. Both parents shall communicate so that major decisions that affect the child(ren) shall be made in consultation with each other. Said decisions include, but are not limited to, education, discipline, religion, medical, and the general parenting of the child(ren).
2. Each parent shall diligently remember to encourage and promote, between the other parent and child(ren), good relations, love and affection, and spending time with and giving attention to the other parent when that parent has the child(ren). Neither parent shall obstruct, impede or interfere with the other parent's right to associate with and enjoy the company of the minor child(ren), unless there is a court order that prohibits such contact by the other parent.
3. Each parent shall have access to records and information about the minor child(ren) including, but not limited to, medical, dental and school records. Each parent, where possible, shall independently obtain this information. When this information is not readily available to the other parent, the parent to whom the information is available is encouraged to obtain and share this information with the other parent. If there is a cost of obtaining information for the other parent, that parent must pay the cost to the parent who has access to the information before that parent has a duty to obtain the information.
4. Unless otherwise provided by a court order, the parent enrolling the child(ren) in school shall list both parents on the student registration card(s) or other document(s) required by the school to allow either parent to pick the child(ren) up from school or check the child(ren) out of school. Additionally, each parent shall be permitted to add individuals to the student registration card for emergency purposes or to pick up the child(ren) on that parent's scheduled days, provided that the individual is a relative by blood or marriage within the second degree (i.e., grandparent, aunt, uncle or stepparent). The parties may agree in writing to allow the other party's non-relative or significant other to be listed on the school enrollment form. Absent an emergency or the consent of the other parent, a parent should pick up or check out the child(ren) only on days assigned to that parent under the parties' timesharing schedule.
5. Neither parent shall in the presence of or around the child(ren) make any disparaging remarks about the other parent or call the other parent by an obnoxious or offensive name, use slang or curse words when referring to the other parent, or ask the child(ren) about the other parent's private life. Any feelings of ill will, dislike, hatred, lack of respect, or anger held by one parent against the other or held by both parents, shall not be exhibited in the presence of or around the child(ren). The relationship between the parents shall be as respectful and courteous as possible, when dealing with matters relating to the child(ren) or when in the presence of or around the child(ren).
6. Each parent has a duty to communicate directly with the child(ren) concerning his or her relationship with the child(ren) to the extent warranted by the child(ren)'s age and maturity. Neither parent can expect the other parent to act as a "go between" or "buffer" between the other parent and the child(ren). For example, if parenting time is missed or

changed by a parent and the child(ren) asks why, that parent should discuss this with the child(ren).

7. Both parents shall be entitled to participate in and attend activities in which the child(ren) is/are involved, such as religious activities, school programs, lunch with the child(ren) at school, sports events and other activities and important school and social events in which the child(ren) participate(s). A school's policy may supersede a parent's right to attend certain activities. Each parent has the duty to independently obtain knowledge of and information about these events. If information is exclusively or uniquely known to one parent, then that parent has the duty to timely inform the other parent of such information within a reasonable period of time before the event.
8. The child(ren)'s legal surname (last name) shall not be changed except by court order. The child(ren) shall be referred to by the child(ren)'s legal surname in all proceedings (including but not limited to: school, medical, religious, day care records, etc.) and occasions (including but not limited to social events, religious events, school activities, family gatherings, at home, work or play).
9. While legal stepparents and significant others often participate significantly in the life of the child(ren) and bonds of love and affection are formed, enjoyed and encouraged, each parent must remember that no one is to overshadow or displace the role of the other parent in the child(ren)'s life. While it is acceptable for the child(ren) to use a respectful name commonly associated with the role of a parent when talking to or about the stepparent or significant other, that name shall not replace the name of "Mother" or "Father" (or common derivative, e.g. "mom", "dad") used by the child(ren) to refer to the child(ren)'s parents. The parent associated with the stepparent or significant other has an affirmative obligation to discourage and prevent the child(ren)'s and the stepparent's or significant other's use of such names when talking to or about the stepparent/significant other.
10. Each party has a right to confer with the other pertaining to all major decisions affecting the welfare of their child(ren) (unless otherwise prohibited by Court order entered after the Court order incorporating this schedule, for example: Domestic Violence Injunction prohibiting such contact). Both parents shall confer so that the advantages and disadvantages of all major decisions affecting the welfare of the child(ren) will be determined jointly. Such major decisions may include, but are not limited to, the education, medical and dental care, religious training, and discipline of the minor child(ren). 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. Parents are cautioned that if they cannot agree on an issue involving the minor child(ren), that the Court can take a parent's lack of cooperation or unreasonableness into consideration when formulating or modifying a Parenting Plan in the minor child(ren)'s best interests. In the event that parents are unable to reach an agreement on a shared parenting issue, then either party may file a motion with the Court for resolution.

This Shared Parental Responsibility Statement is a general Order of Court. Some cases contain court orders that are unique and specific to that case. If in your case there is a Court Order that directly or indirectly conflicts with any provision of this Statement, you MUST obey that Court Order unless or until the Court expressly instructs you to do otherwise.

HOLIDAY TIMESHARING SCHEDULE

1. **Holidays/Other Timesharing.** In odd-numbered years, the Father shall have Martin Luther King, Jr. Day, Memorial Day, Halloween, and the Thanksgiving holiday, and the Mother shall have Presidents' Day, July 4th, Labor Day, and Veterans Day. In even-numbered years, this schedule is reversed. It is recognized that holiday timesharing is an interruption of, and **supersedes** regular weekday, weekend, and any uninterrupted Summer Break timesharing. If the child(ren) is/are not enrolled in school due to age or home schooling, holidays and other timesharing shall be governed by the schedule of the public school in the child(ren)'s district. At the conclusion of any holiday timesharing, the previously established timesharing schedule shall resume as if there was no interruption, unless otherwise agreed in writing by both parties.

A. **Spring Break.** The Mother shall have timesharing with the child(ren) for Spring Break during even-numbered years and the Father during odd-numbered years. Spring Break timesharing shall commence from the time school recesses, or one (1) hour after school recesses (the one (1) hour does not apply if both parents supply all clothing, accessories, etc.), unless otherwise agreed in writing by the parties. The parent exercising timesharing shall pick up the child by 8:00 p.m. if that parent is unable to start timesharing after school recesses. This timesharing period shall end the morning school reconvenes. The parent who is exercising timesharing shall timely take the child(ren) to school on the scheduled morning that school reconvenes or return the child(ren) to the other parent, or day-care provider, no later than 9:00 a.m. if the child(ren) is/are not in school.

B. **Easter.** Easter often falls within Spring Break. In the event it does not, then the Mother shall have the child(ren) on Easter from 8:00 a.m. until 9:00 a.m. Monday morning during odd-numbered years, and the Father during even-numbered years. If Easter falls within Spring Break, then timesharing shall be pursuant to Paragraph 1(A).

C. **Summer Break.** The parents shall continue to follow the weekly (50/50) timesharing schedule as set forth in Paragraph 9 of the *Family Law Standing Pretrial Order*. However, if the parties are not exercising a 50/50 timesharing schedule, then the Mother shall have timesharing the first (1st) one-half (½) of Summer Break during odd-numbered years, and the second (2nd) one-half (½) during even-numbered years. Each party shall have the same weekday and weekend timesharing, as well as communication rights, during the Summer as the other party has during the year, except that each parent has a right to have the child for uninterrupted timesharing for two (2) weeks. The parents may agree in writing to a longer or shorter period of uninterrupted timesharing. The uninterrupted timesharing shall occur during that parent's part of Summer timesharing, unless otherwise agreed in writing. Each party should attempt, when possible, to give the other party as much advance written notice of when they will be exercising uninterrupted timesharing during the Summer. In the event of conflict as to the uninterrupted timesharing, the first party to provide written notice to the other party shall prevail as to this uninterrupted timesharing. Any period of uninterrupted timesharing shall not conflict with any holiday or

birthday timesharing unless the parties otherwise agree in writing. Uninterrupted timesharing shall not be construed to supersede a parent's telephonic communication rights.

The Summer Break timesharing shall commence from the time school recesses, or one (1) hour after school recesses (the one (1) hour does not apply if both parties supply all clothing, accessories, etc.), unless otherwise agreed by the parties. The parent exercising timesharing shall pick up the child by 8:00 p.m. if that parent is unable to start timesharing after school recesses. Summer Break concludes at 6:00 p.m. on the seventh (7th) full day prior to school reconvening for the next school year. The child(ren) transition(s) to the other parent for the second half of the Summer at 12:00 p.m. on the day between the two halves of Summer (if the calculated number of days of Summer Break is odd) or on the first day of the second parent's time (if the calculated number of days of Summer Break is even).

If a child is required to attend summer school, the timesharing shall proceed as during the normal school year for the time summer school is in session. Any remaining portion of the Summer Break, as defined above, shall be equally split between the parents.

D. **Thanksgiving/Fall Break.** Regardless of how "titled" by the school system, the traditional Thanksgiving/Fall Break begins no sooner than 9:00 a.m. on Monday morning before Thanksgiving and it ends the following Monday morning when school reconvenes. For example, if school recesses on the Tuesday before Thanksgiving, the break commences on Tuesday when school recesses. However, if the break begins on the Friday before Thanksgiving, the timesharing shall commence on Monday morning at 9:00 a.m. The parent who is exercising timesharing shall timely take the child(ren) to school on the scheduled morning that school reconvenes or return the child(ren) to the other parent, or day-care provider, no later than 9:00 a.m. if the child(ren) is/are not in school.

In the event the child(ren)'s school elects to have a "Fall" Break separate from the week of Thanksgiving, the Mother shall have the timesharing with the child(ren) during odd-numbered years and the Father during even-numbered years. Fall Break timesharing shall commence from the time school recesses or (1) hour after school recesses (the one (1) hour does not apply if both parents supply all clothing, accessories, etc.). Unless otherwise agreed in writing by the parties, the parent exercising timesharing shall pick up the child by 8:00 p.m., failing which, the Fall Break shall commence at 9:00 a.m. the following morning. This timesharing period shall end the morning school reconvenes. The parent who is exercising timesharing shall timely take the child(ren) to school on the scheduled morning that school reconvenes or return the child(ren) to the other parent, or day-care provider, no later than 9:00 a.m. if the child(ren) is/are not in school.

E. **Winter Break**. The Winter Break period shall be divided by the total number of days established by the child(ren)'s school for the Winter Break. Unless otherwise agreed in writing by the parties, the parent exercising timesharing shall pick up the child by 8:00 p.m., failing which the Winter Break shall commence at 9:00 a.m. the following morning. Winter Break timesharing ends when school reconvenes. In odd-numbered years, the Mother shall have the child(ren) the first half of the Winter Break period, and the Father shall have the second half. This shall be reversed in even-numbered years. If the calculated number of days for Winter Break is odd, the child(ren) transition(s) to the other parent for the second half Winter Break at 12:00 p.m. on the day between the two halves. If the calculated number of days for Winter Break is even, the child(ren) transition(s) to the other parent for the second half of Winter Break at 9:00 a.m. on the first day of the second half. The parties shall include the day school recesses **and** the day school reconvenes in calculating the total number of days of Winter Break.

Splitting the holiday period equally can result in one parent having both Christmas Eve and Christmas Day. Parents are encouraged to work together so that the parent without one of these two days spends at least some time with the child(ren) on one or both of these days.

2. **Birthdays**. In odd-numbered years, the child shall celebrate his or her birthday at the home of the Mother. In even-numbered years, the child shall celebrate his or her birthday at the home of the Father. If the child attends school, timesharing shall commence from the time school recesses, or (1) hour after school recesses (the one (1) hour does not apply if both parents supply all clothing, accessories, etc.), or it starts no later than 8:00 p.m., if due to work related reasons a parent is unable to start timesharing after school recesses. Unless otherwise agreed in writing, if a parent is unable to pick up the child by 8:00 p.m., then this timesharing shall be forfeited. This timesharing shall conclude the following morning, when the child is either returned to school or taken to the other parent's residence or daycare (if applicable) by 9:00 a.m.

If the child is not of school age, birthday timesharing shall commence at 8:00 a.m., if a parent's schedule permits, or otherwise as soon as the birthday timesharing parent is able to pick up the child.

If the birthday celebration falls on a weekend, unless otherwise agreed by the parties in writing, birthday timesharing will be from 8:00 a.m. through 6:00 p.m. When appropriate, the parent holding a birthday celebration for the child may wish to consider inviting the other parent to the child's celebration. If the parties have more than one (1) child, the above timesharing applies to all children of the parties.

3. **Father's Day and Mother's Day**. The day shall be spent each year with the parent for whom the day is named.

4. **School Planning Days.** Parents are to divide all school planning days equally. In that regard, the parent who enrolled the child(ren) in school shall notify the other parent at the beginning of each school year as to when all school planning days are scheduled, so that the other parent can make efforts to spend the additional time with the child(ren) on a rotating basis. If the parties cannot agree, the Father shall have the first school planning day, and the parties will rotate every other school planning day thereafter.

5. **Hours of Holiday Timesharing.** Hours of timesharing for Martin Luther King, Jr., Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Halloween, Mother's Day, Father's Day, and school planning days, shall be from 9:00 a.m. until school begins the following morning (if in session), or otherwise at 9:00 a.m., the following morning when the child is returned to the other parent or daycare, if applicable. However, if school is in session, this timesharing shall commence from the time school recesses or as soon as the parent entitled to the timesharing can pick up the child(ren).

6. **Required Notice.** It is very important that the parties communicate and cooperate with each other as to when the child(ren) will be picked up and returned to the other parent. Whenever a parent is unable to pick up the child(ren) from school at the appointed time or any other time as set forth herein, that parent shall promptly notify the other parent of the time he/she will be able to begin his/her timesharing. Whenever possible the parent who is commencing timesharing shall notify the other parent (in writing, if possible) no less than one (1) hour in advance of the regularly-scheduled exchange time and shall advise the other parent of the specific time and location he/she will be picking up the child(ren) to commence his/her parenting time.