IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT IN AND FOR BREVARD COUNTY, FLORIDA CASE NO. 05-2023-DR- 052525-XXXX-XX

FINAL JUDGMENT FOR DISSOLUTION OF MARRIAGE WITH CHILDREN

THIS ACTION came before the Court without hearing, pursuant to the *Petition for Dissolution of Marriage with Children* filed on October 30, 2023. The Court having reviewed the record, the executed Marital Settlement Agreement and Stipulated Parenting plan hereby makes the following findings of fact:

- 1. The Court has jurisdiction over the parties to the action, the children and the subject matter.
- 2. The parties were duly married to each other July 7, 2006 in St. Cloud, Florida.
- 3. The parties have been a resident of the State of Florida for more than six (6) months immediately prior to filing the Petition for Dissolution of Marriage.
- 4. The marriage between the parties is irretrievably broken.
- 5. The parties have two (2) minor children, Raymond Dade Saveley-Ozebek **d/o/b 06/03/2011** and Nova Ray Saveley-Ozebek d/o/b 12/30/2016. There are no other children contemplated or expected.
- 6. The parties have entered into a Marital Settlement Agreement encompassing all issues at hand to include but not limited to equitable distribution of all assets and liabilities to include personal property. A copy is attached to this Final Judgment as Exhibit A.
- 7. The Parties have entered into a Stipulated Parenting plan encompassing all issues at hand with their minor children to include the timesharing schedule, parental responsibility, and child support. A copy is attached to this Final Judgment as Exhibit B.

IT IS THEREFORE ORDERED AND ADJUDGED as follows:

Proper Jurisdiction & Venue:

This Court has subject matter jurisdiction over this cause and personal jurisdiction over the parties hereto. At least one party has been a resident of the State of Florida for more than 6 months prior to the filing of the Petition for Dissolution of Marriage.

Dissolution of Marriage

The bonds of marriage between the Petitioner and Respondent are irretrievably broken and the marriage is hereby **DISSOLVED.** The parties are each restored to the status of "single."

Marital Settlement Agreement

The parties entered into a *Marital Settlement Agreement* (hereinafter referred to as the "Agreement") which was filed with the Court on May 13, 2024 (Docket #24) which is attached as Exhibit A. The *Agreement* is hereby ratified, confirmed, approved, and are incorporated into this *Final Judgment of Dissolution of Marriage*, but shall not be merged herewith. The parties are hereby **ORDERED TO COMPLY** with all provisions set forth in said *Agreement*.

Parenting Plan

The Parties entered into a *Stipulated Parenting Plan* (hereinafter referred to as "Parenting Plan" which was filed with the Court on May 13, 25024 (Docket #25) which is attached as Exhibit B. The *Parenting Plan* is hereby ratified, confirmed, approved, and incorporated into this *Final Judgment of Dissolution of Marriage*, but shall not be merged herewith. The parties are hereby **ORDERED TO COMPLY** with all provisions set forth in said *Parenting Plan*.

Attorney Fees

Each party shall be responsible for their own attorney's fees and costs related to this matter Any and all outstanding fees owed shall be the responsibility of the party who incurred same.

Instruments of Conveyance

In the event the Wife or the Husband fail to execute any and all documents transferring any and all interest in any real or personal property pursuant to the *Agreement*, this *Final Judgement of Dissolution of Marriage* shall have the effect of duly executed conveyance, transfer, release, or acquisition pursuant to Florida Statute 61.075(4) and Florida Family Law Rules of Procedure 12.570(e).

Jurisdiction

The Court reserves and retains jurisdiction over the parties, the children, and this cause for all legal purposes.

DONE AND ORDERED, in chambers at Viera, Brevard County, Florida on the 21st day of June, 2024.

Michelle Pruitt Studstill

Michelle P. Studstill Circuit Court Judge

Conformed copies via the E Filing Portal

Heather Harris, Esquire, attorney for Petitioner

Charles L. Dorfman, Esquire, attorney for Respondent.

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT IN AND FOR BREVARD COUNTY, FLORIDA CASE NO. 05-2023-DR- 052525-XXXX-XX

IN RE: THE MARRIAGE OF

MICHELLE SAVELEY,

Petitioner.

and

EXHIBIT A

RAYMOND OZEBEK,

Respondent

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT entered into between Petitioner, MICHELLE SAVELEY, (hereinafter referred to as "Wife") and Respondent, RAYMOND OZEBEK (hereinafter referred to as "Husband") on this 3 day of 4, 2024.

WITNESSETH THAT:

WHEREAS the Husband and Wife were lawfully married to each other on July 7, 2006 in the St Cloud, Florida,

WHEREAS unhappy matrimonial differences have arisen between them by reason of which they are requesting a Dissolution of Marriage, and

WHEREAS the parties' have two (2) minor children to wit; R.S.O., male, d/o/b 06/03/2011 and N.S.O., male d/o/b 12/30/2016, no other children are contemplated or expected.

WHEREAS both parties have given much thought and careful consideration to a settlement of their matrimonial differences and have determined that they are irreconcilable, and the marriage is irretrievably broken, and

WHEREAS it is the desire and intention of the parties hereto that their relationship with respect to property and financial matters of the parties and of each party be finally and conclusively settled and determined by this agreement.

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties do agree to and with each other as follows:

Wife's Initials

a. **DISCLOSURE**

Both the Husband and Wife have been fully informed as to the status of the financial condition of each party and each has given full consideration thereto. The Husband and Wife each fully understand the terms, conditions and provisions of this Agreement; and both parties are presently represented by counsel. The Husband and Wife each believe the terms of this Agreement to be fair, just, adequate and reasonable, and they freely and fully accept the provisions and conditions hereof.

a. **SEPARATION**

The parties shall, at all times hereafter, live separate and apart; each shall be free from the interference, authority and control, direct and indirect, by the other, as if he or she were single and unmarried.

b. **DIVORCE**

The Wife filed a Petition for Dissolution of Marriage in the Circuit Court of Brevard County, Florida. This Agreement is intended to be a full settlement of all matters now pending in that action, and both the Husband and the Wife request that this Agreement is incorporated into any Final Judgment of Dissolution of Marriage entered in said action.

c. PHYSICAL CONDITION

Both parties agree each is physically and mentally sound; and neither party suffers from any disabling ailment or disease.

d. PARENTING PLAN

The parties entered into a Stipulated Parenting Plan on or about May.

2024 which has been filed with the Court. Said Stipulated Parenting Plan resolves all issues involving the parties' minor children.

e. ALIMONY

Both the Husband and Wife hereby specifically waive all rights to any claims which they may have for alimony/spousal support of any kind, including but not limited to permanent periodic, temporary, rehabilitative, lump sum or durational spousal support.

f. DEBTS

Each of the parties represents to the other that he or she has not, since separation, and

Wife's Initials

shall not hereafter contract or incur any financial obligation of any kind or character on the credit of the other and each agrees to indemnify and hold the other harmless from any such debt incurred hereafter by him or her. The parties further represent that they have no debts for which the other is obligated, not mentioned above. The parties shall be responsible for any and all debt in their individual names.

g. SHARED RESIDENCE

- a. The parties agree that the Wife will retain exclusive use and possession of the Marital Apartment located at 220 Columbia Drive #24, Cape Canaveral, Florda 32920. The Husband will vacate the property within 60 days of the signing of this agreement or 60 days from the date of receipt of the \$10,000.00 from the Wife's 401(k). Once the Husband moves, he agrees that he will hire a moving truck and movers to assist him with removing his items from the residence and will do so within three (3) days. Once the Husband removes all his belongings, he will then turn in the building and mailbox keys to the Wife.
- b. The Husband and Wife shall split the costs of all bills associated with the apartment until such time as the Husband moves from said residence.

h. PERSONAL PROPERTY

Each party shall retain exclusive ownership and possession of the personal property presently in their possession.

i. EQUITABLE DISTRIBUTION

- a. The Husband is entitled to \$10,000.00 from the Wife's retirement. The Wife will initiate hiring Matthew Lundy Law to prepare all the required documentation to process the QDRO. The parties shall equally pay for any fees associated with the QDRO.
- b. The Wife will retain possession of the family cats, Midnight and Dexter.

j. AUTOMOBILES

The Wife shall retain possession of the 2021 Ford Explorer. The Wife shall continue to pay the Husband in the amount of \$519.26 monthly for the payments of the vehicle. The Wife will have ninety (90) days from the date of the Entry of the Final Judgment for Dissolution of Marriage to refinance the car in solely her name. The Husband will provide the Wife with all necessary documentation for her to transfer

Wife's Initials

the Ford Explorer into her name.

k. ATTORNEY'S FEES

The parties have agreed each be responsible for their own attorney fees.

1. NO OTHER OBLIGATIONS

Except as provided for in this Agreement, no other obligations of the parties are known to exist. If a past obligation is discovered, the party who incurred it shall be responsible for the payment.

m. CREDIT - PLEDGE OTHERS

Each party agrees not to pledge the credit of the other party from the time of execution of this agreement forward. However, this clause shall not be interpreted to prevent the award of attorney's fees and costs in any future proceedings between the parties relevant to enforcement or modification of any judgment or order which may be entered by a court of competent jurisdiction, and neither shall any release between the parties contained herein be construed to prevent the allowance of attorney's fees or costs in any such future proceedings.

n. BANKRUPTCY

The parties agree and intend that all obligations hereunder are in the nature of support and/or maintenance and shall be an exception to discharge under Title 11, U.S.C., §523(a)(5).

o. COMPEL TO PERFORM AGREEMENT

Both parties agree that the Court granting a decree of Dissolution of Marriage between the parties may, at the request of either party, insert in such decree a reservation of jurisdiction for the purpose of compelling either party to perform this Agreement, or any part thereof, on his or her part to be performed, and otherwise enforce the provisions contained herein. The party against whom a Court Order is secured to compel performance of this Agreement, or any part thereof, agrees to pay the prevailing party all costs and reasonable attorney's fees in connection with such proceedings.

p. RELEASE

Except as otherwise provided in this Agreement, each party releases the other from all claims or demands up to the date of this Agreement. Except as otherwise provided, each party waives, releases and relinquishes all rights that he or she may now have or

Wife's Initials

may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction, including but not limited to:

Electing to take against any Will or Codicil of the other party now or hereafter in force. Sharing in the other party's estate. Acting as personal representative of the other party's estate.

q. NON-SEVERABILITY

This Marital Settlement Agreement is expressly made contingent on the acceptance and approval of all the provisions in it by any court having jurisdiction of the parties; and that the provisions herein are non-severable. In the event a severance is obtained, all provisions herein shall no longer be binding on the parties.

r. FULL DISCLOSURE

Both of the parties hereto acknowledge and declare that they have made full disclosure to each other of their entire financial condition, and there has been no promise or representation of any character or nature made to induce either party to enter into this Agreement other than herein contained. Each party fully understands the terms, conditions and provisions of this Agreement to be fair, just and reasonable.

Each party agrees that to the extent that the Agreement may not be fair and equitable on its face, each party fully understands and accepts the terms of the Agreement and waives any objection to any inequity.

Each party acknowledges that he or she has had the opportunity to retain his or her own Certified Public Accountant, tax attorney or tax advisor, with references to the tax implications of this Agreement. Each party acknowledges that he or she has not relied upon any tax advice that may or may not have been given by his or her respective attorneys, if any, who have represented him or her in the negotiations of this Agreement, and the dissolution of marriage proceedings. Each party acknowledges that he or she has been advised to seek independent tax advice by retaining a Certified Public Accountant, tax attorney or tax advisor with reference to the tax implications involved in this Agreement. The signatures of each party to this Agreement acknowledge that each has read this particular paragraph and he or she has had the opportunity to seek independent tax advice.





s. REPRESENTATION

The parties represent, each to the other that:

Each party to this Agreement fully understands the facts and has been fully informed as to his or her rights and obligations and each is signing this Agreement freely and voluntarily, intending to be bound by it.

Each party to this Agreement understands and agrees that this Agreement constitutes the entire contract between the parties. It supersedes any prior understandings or arrangements between them upon the subjects covered in this Agreement. There shall be no representations or warranties other than as set forth in this Agreement.

In the event that either party to this Agreement defaults on his or her obligations hereunder, the party in default shall be liable to the non-defaulting party for all reasonable expenses incurred, including attorney's fees, in the enforcement of the obligations created by this Agreement.

t. **BINDING AGREEMENT**

Agreement shall be binding upon each of the parties hereto severally, and shall extend to their respective heirs, distributes, personal representatives, administrators, successors and assigns.

u. **DIVORCE**

The parties acknowledge that they presently contemplate a dissolution of marriage, and it is agreed the Wife shall prosecute the suit for divorce. The Wife agrees to offer into evidence, this Marital Settlement Agreement as a full and complete Agreement between the parties and she shall request that this Agreement be merged within the provisions of any Final Judgment of Dissolution of Marriage between them.

v. CONVEYANCES

The parties agree to execute the necessary documents of conveyance in order to give effect to the provisions of this Marital Settlement Agreement within a period of 30 polydays following the execution of this Agreement, unless otherwise specified herein. Failure of a party to so transfer his or her interest shall cause the Final Judgment of Dissolution of Marriage to act as a transferring instrument and document of conveyance.

MS Wife's Initials

w. MODIFICATION

An agreement in modification of this Agreement shall be unenforceable unless in writing and signed by both parties.

x. **DISPUTES**

In the event disputes arise concerning this Agreement, the parties mutually agree that either party may petition the Circuit Court in and for Brevard County, Florida for recourse.

The laws of the State of Florida shall govern the validity, construction, interpretation and effect of this entire Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the aforementioned date.

WITNESSES:

Initials

(Signature of Witness)	Michelle Saveley (Apr 20, 2024 10:33 EDT) MICHELLE SAVELEY, Petitioner
(Printed name of Witness)	
STATE OF FLOY Edg COUNTY OF Brevey	
day of APY, 2024 Petitioner, who known to me or who has produced	g instrument was acknowledged before me this is personally as identification and who did take an
	I In Club / don Do
WITNESSES: Alle (Signature of Witness)	RAYMOND OZEBEK, Respondent
Deborah L. Ci/e (Printed name of Witness)	

Initials

STATE OF FLORIDA COUNTY OF BREVARD

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 9th day of April, 2024 Respondent, RAYMOND OZEBEK who is personally known to me or who has produced ______ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on this 9th day

of April, 2024.

May

MARIGRACE MELLS
MY COMMISSION # HH 488950
EXPIRES: February 26, 2028

ms

Wife's Initials

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT IN AND FOR BREVARD COUNTY, FLORIDA CASE NO. 05-2023-DR- 052525-XXXX-XX

IN RE: THE MARRIAGE OF

MICHELLE SAVELEY,

Petitioner,

and

EXHIBIT B

RAYMOND OZEBEK,

Respondent

STIPULATED PARENTING PLAN

COMES NOW, Petitioner, MICHELLE SAVELEY (hereinafter referred to as "Mother"), and Respondent, RAYMOND OZEBEK (hereinafter referred to as "Father"), and files this their Stipulated Parenting Plan.

1. PARENTS:	MOTHER	FATHER
Name:	MICHELLE SAVELEY 220 Columbia Drive #204 Cape Canaveral, Florida	RAYMOND OZEBEK 220 Columbia Drive #204 Cape Canaveral, Florida

Unless by order of the Court to the contrary, so long as a child of the parents remains a minor, each parent has the responsibility to provide any changes to the personal contact information listed above to the other parent within 48 hours of effectuating such change.

2. MINOR CHILDREN OF THE PARTIES

R.S.O., born 6/3/2011; age 12 **N.S.O.** born 12/30/2016; age 7

3. **JURISDICTION:**

The United States is the Country of habitual residence of the children.

The State of Florida maintains the most significant contacts with the children and is the most appropriate forum for addressing parenting contact and timesharing.

The State of Florida is the child's home state for the numerous of the Uniform Child.

The State of Florida is the child'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 Unfirm Child Custody Jurisdiction and Enforcement Act, the International Child Abduction Remedies Act, 42 U.S. C. ss 11601 et seq., the Parental Kidnapping Prevention Act, and the Convention of the civil Aspects of International\ Child Abduction enacted at the Hague on October 25, 1980.

4. PARENTAL RESPONSIBILITIES

- a Shared Parental Responsibility: It is in the best interests of the minor children that the parents have shared parental responsibility. Major decisions include, but are not limited to, decisions about the child's education, healthcare, and other responsibilities unique to this family.
- b. Day-to-Day Decisions: Each parent, while "on duty" shall make decisions regarding day-to-day care and control of the children while the children are 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 children when the children are residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible, but no later than three (3) hours after the discovery or occurrence of the emergency situation.
- Special Events: Both parents shall be entitled to participate with and attend special events and activities in which the children may be engaged, such as religious activities, school programs, sports events, other extra-curricular school activities and programs, and important social events in which the child may be engaged or involved.
- d. Healthcare appointments/Counseling appointments/Sick days: The Mother shall be responsible for scheduling and transporting the children to these appointments, unless otherwise agreed upon.

5. TIMESHARING FOR PARENTS

- Request for Schedule Change: 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 seven (7) days before the change is to occur. It is the ultimate responsibility of the parent requesting the schedule change to make provisions for the child during the time period at issue, regardless of when the change is requested.
- b. Exchanges: Both parents shall have the children ready on time and ready at the agreed upon time of exchange. The parents understand he/she are each responsible for providing the necessities for the child during his/her respective timesharing. If a parent is more than 30 minutes late and has not made reasonable attempts to contact the other parent to make other arrangements, the parent with the children may proceed with other plans and activities. In such instances, the parent with the children must reasonably accommodate the alternative arrangements, if an alternative exchange can be at a time which minimizes the inconvenience for the "non-late" parent, for the "late" parent to have the remainder of his or her scheduled timesharing with the children.
- c. Exchange: The location of the exchange shall be at the parents residence or drop off at school.
- d One on One Time: Each parent is entitled to visit with each child by themselves for one night each month to have the opportunity to spend quality time with each parent. This will alternate monthly.
- e Number of overnights: The Mother will have a total of 183 overnights each year

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Father	Father	Father	Father	Mother	Mother	Mother
2	Mother	Mother	Mother	Mother	Father	Father	Father

f Exchange times shall be no later than 6:30 p.m. on school nights. In the event either parent fails to pick up the children by 6:30 p.m., that parent forfeits their timesharing that night. The regular timesharing shall resume the following day.

g Holiday, School Breaks, and Special Event Timesharing Schedule:

1) The parents agree to the following timesharing schedule during holidays, school breaks, and special events. All holidays not listed below that fall on a three-day weekend will be spent with the parent who would normally have the children that weekend.

2)

Holiday	Odd	Even	Every	Timeframe
Mother's Day			Mother	9:00 a.m. to 9:00 a.m. following day/or drop off at school
Father's Day			Father	9:00 a.m. to 9:00 a.m. following day/or drop off at school
Easter	Father	Mother		9:00 a.m. to 9:00 a.m. following day/or drop off at school
Halloween	Mother	Father		9:00 a.m. to 9:00 a.m. following day/or drop off at school
Thanksgiving	Father	Mother		9:00 a.m. to 9:00 a.m. following day/or drop off at school
Children's Birthdays	Mother	Father		The parents shall share the children's birthdays. If no agreement the on duty parent shall have the first half of the day until

			other parent shall have from 2:00 p.m. overnight to 9:00 a.m. or return to school. If the birthday is on a school day, the off duty parent may have the child for two (2) hours after school, and return to the on duty parent
Father's Birthday		Father	9:00 a.m. or the time school releases to 9:00 a.m. the following day
Mother's Birthday	•	Mother	9:00 a.m. or the time school releases to 9:00 a.m. the following day
Children's Birthdays		Both	Even Years – Mother – 9:00 a.m. to 3:00 p.m. Father – 3:00 p.m. to 9:00 p.m. This alternates in Odd years.

a) CHRISTMAS/NEW YEARS SCHOOL BREAK:

In odd years, the Father shall have from Christmas Eve at 3:00 p.m. until Christmas Day at 3:00 p.m., and the Mother shall have from Christmas Day at 3:00 p.m. until December 26th at 3:00 p.m. This schedule shall reverse in even numbered years.

b) **SPRING BREAK:**

The parents shall follow a regular schedule.

c) SUMMER BREAK:

The parents shall follow the regular schedule. Each party may choose to exercise two weeks of time-sharing vacation. The Mother must provide her notice of the Father by March 1st as to which dates, she chooses vacation, and the Father must provide his notice to the Mother by March 15th, in the odd numbered years. The notice requirements shall be reversed in the even numbered years. The timesharing vacation may be taken one week at a time. The timesharing cannot overlap holidays without agreement. If either party does not provide timely notice, that party's week will be forfeited. While exercising this vacation timesharing the children shall not be left alone all day while the parents work. This particular

timeframe shall be used for vacation or visitation with the children. The parents shall notify each other through text, phone or email. The other parent has 10 calendar days to respond to the parent requesting vacation timesharing if there is a problem with the schedule. No response will be considered an approval by the requesting parent.

6. FOREIGN AND OUT-OF-STATE TRAVEL: The parents agree that each parent can take the children for vacation out of town for up to 14 days or as mutually agreed upon. If a vacation causes the other parent to miss his/her regularly scheduled time, he/she will be given a comparable make up time within thirty (30) days of the missed time. For any vacation arrangements other than above, including out of state or country, the parents will agree in writing prior to the vacation. If the children will be out of town for more than one day, each parent will provide the other with a contact telephone number and/or addresses, if known. If unknown in advance, this information will be provided to the other parent promptly upon arrival at the destination. Reasonable communication between the children and other parents shall be permitted during the vacation.

7. CHILDCARE AND DAYCARE:

- a Any closely knit blood relative is permitted to care for the children if they are in town, unless otherwise agreed. The children's school before and after program is also permissible. The Mother may choose any appropriate day care provider for the children.
- 8. CHILD SUPPORT: The Father shall pay child support in the amount of \$694.00 per month beginning May 1, 2024. This payment shall be made directly to the Mother via Zelle, Cash App, Apple Pay, Venmo, Google Pay, Pay Pal or dropping off a check.

The chart below is a breakdown of the expenses that equate to the agreed upon amount of child support for both children. This is subject to change as the children's needs change.

Cost	Monthly
Medical Insurance	\$162,00
Therapy	\$146.00
Braces	\$86,00
Essentials, Transportation, Other	\$300.00

When the oldest child graduates high school, The father shall be responsible for the payment of child support for the parties minor child N.S.O. The father will pay child support in the amount of \$337.00 per month. This payment shall be made directly to the Mother via Zelle, Cash App, Apple Pay, Venmo, Google Pay, Pay Pal or dropping off a check.

The chart below is a breakdown of the expenses that equate to the agreed upon amount

of child support for the minor child N.S.O. This child support obligation shall begin when the parties oldest child R.S.O. graduates high school.

Costs	Monthly
Insurance	\$162.00
Essentials, Transportation, Other	\$175.00

- 9. <u>CHILD SUPPORT ARREARAGES:</u> The parents agree that there are no child support arrearages.
- 10. <u>MEDICAL INSURANCE:</u> The parents agree that the Petitioner/Mother will be responsible for the payment of insurance coverage for the minor children. All uncovered medical expenses shall be split equally between the parents. Each party shall provide receipts of any uncovered medical expenses within 15 days for reimbursement from the other party.

11. MISCELLANEOUS AGREEMENTS:

- a) **PICKUP AND RETURN TIMES:** There will be a 30-minute leeway for pickups/returns. However, if either parent will be late to exchange the children, he/she will call the other parent as soon as he/she becomes aware of the problem.
- b) TRANSPORTATION: The parents receiving the children will provide transportation.
- c) NOTICE: Each parent will give the other parent at least three (3) days' notice as to the non-exercise of his/her parenting time with the children for weekdays/weekends and at least one (1) week notice as to the non-exercise of his/her parenting time for holidays/special occasions/school breaks.

d) JUNIOR SENIOR HIGH

Once the children reach Junior/ Senior High School, the children will continue to ride the bus to the Mother's residence after school if the Father is unable to do so or in the alternative the Mother will pick the children up from school upon dismissal. This is to ensure that the Mother will be able to assist the children with homework, afternoon snacks, therapy sessions, doctor appointments, soccer practice, scouts, etc. The father shall pick the children up no later than 6:30 p.m. during school nights.

12. CHANGE CHILDREN'S RESIDENCE: Any relocation to the children's residence is subject to and must be sought in compliance with F.S. 61.13001.

13. EDUCATION:

- a) For compliance with school requirements, if any, that designate only one parent for a specific purpose the **Mother** will be designated.
- b) The address of the Mother will be used to determine the children's school district.
- c) Both parents shall be allowed to register their children for school.

14. EXTRA-CURRICULAR ACTIVITIES:

- a) The parents must mutually agree to all extra-curricular activities before the children are enrolled.
- b) The parents shall equally pay the cost of all extracurricular activities.
- c) The Mother and Father will transport the children to and/or from all extracurricular activities and will provide necessary uniforms and equipment within the parents possession.
- 15. **FEDERAL INCOME TAX MATTERS:** The parents acknowledge that Federal tax laws changed, and it is recommended that they seek the advice of a tax professional. The parents understand that their decisions will be subject to the rules and regulations of the Internal Revenue Service.
 - a) If a tax credit is available for dependent children, both parents agree that the Mother will file a tax credit for N.S.O. d/o/b 12/30/2016 every year and the Father will claim D.S.O. every year. Upon the older child R.S.O. d/o/b 06/03/2011 aging out, the parents shall alternate claiming the younger child until he reaches the age of majority.
 - b) The parents agree to promptly sign, upon the request of the other parent, any consents or other papers required by the Internal Revenue Service to provide the dependency exemptions and credits agreed upon in this agreement or any other documents related to this case.

16. IMPORTANT DOCUMENTATION

The Mother shall keep all important documents for the children such as, birth certificates, social security cards, passports, written permissions to travel internationally with the children. The Mother shall keep these documents in a fireproof and waterproof safe.

17. OTHER AGREEMENTS:

- a) <u>NECESSARY ITEMS:</u> Each parents residence shall have the following items for the children:
 - PC or Laptop exclusively for the use of the children to share with Microsoft Word, Power Point and Excel.
 - A color printer with ink and paper for the children to utilize for school.

- A land line and working phone.
- Internet Connection.
- b) <u>SAFTEY MEASURES:</u> Each parents residence shall have safety provisions for the minor children. The Mother and Father will keep any and all firearms in safes away from the reach of the children. The parents will keep windows locked, smoke alarms up to date. Each home shall have access to a first aid kit and fire extinguisher and the parents will educate the children on each of these items. Each parent must also have a visible list of numbers that the children can contact in case of an emergency.
- e) FIRST RIGHT OF REFUSAL: If either parent requires someone else to care for the children for more than three (3) hours, he/she will offer the first option to care for the children to the other parent, with reasonable advance notice given.
- d) <u>COMMUNICATION:</u> Parent to Parent communication will be through text, email and phone.
- e) <u>HEALTH/COUNSELING APPOINTMENTS/SICKS DAYS:</u> The Mother will ensure that the Father is notified of all necessary appointments. When an appointment is made, the Mother agrees to communicate this to the father to ensure that, if possible, both parents can attend. In the event that the Father does not attend, the Mother will inform the Father of the results of any and all appointments.

18. OTHER CONTACTS AND RESPONSIBILITIES:

- a) We agree our children shall have telephone communications and/or online communication with each parent at any reasonable time. The communication will be private, not monitored by the other parent. Each parent shall keep contact information current.
- b) Each parent shall provide the other parent with a copy of all reports concerning the children, including report cards, progress reports, disciplinary reports, as well as notification of school programs, recitals, graduations, religious programs, sports and other extracurricular activity schedules. This information will be provided to the other parent promptly upon receipt of the information, and each parent shall have the right to participate in and attend special activities in which the children are engaged.
- c) A complete copy of all health care provided reports obtained by one parent will be promptly furnished to the other upon receipt of the information. Each parent will authorize, in writing, if necessary, school, health care providers, etc. to furnish the other parent complete information upon request.
- d) Each parent shall notify the other of any serious illness or emergency that may arise while the children are with him/her, and the parent who is notified shall have immediate access to the children.
- e) We agree that time between parents and child/ren is primarily for the benefit of the

- children. Thus, we shall not argue or discuss problems during pickup and return times.
- f) We agree to foster love and respect between the children and the other parent and neither shall do anything which may knowingly disparage or put down the other parent or interfere with the other natural and continuing relationship with their children.
- g) We realize that our children's needs will change with growth. We realize further that, as adults, our own lifestyles may change with time. Therefore, we agree to renegotiate our parenting plan as needed to accommodate these changing needs.
- h) We agree that neither of us will use the children as messengers for either of us, but we will talk directly to each other about all matters concerning the children, which will include making time-sharing arrangements.
- i) We agree that neither of us will discuss divorce/ litigation or any of its problems with the children in a way which casts fault on the other parent.
- j) We agree that neither of us will attempt to influence the children to take sides with either parent with regard to any issue in the divorce/litigation.
- k) We agree that neither of us will question the children about the social life or activities of the other parent or attempt to have the children become spies or informers of the activities of the other parent.
- We agree that neither of us should use threats or limit contact with the children with the other parent to punish a child's conduct, or as means to force payment of money, or as a retributive reason if money ordered to be paid is not paid. We understand that child support and parenting time rights are not dependent upon each other.
- m) We agree that neither of us will schedule any event or time usage that will interfere with the time the other parent is entitled to without first consulting the other parent.
- 19. <u>CONFLICT RESOLUTION:</u> The parents shall attempt to cooperatively resolve any disputes which may arise over the terms of this Parenting Plan. If such attempt fails Mediation or other dispute resolution methods will NOT be required to filing a court action.

The laws of the State of Florida shall govern the validity, construction, interpretation and effect of this entire Agreement.

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

Dated: 05/13/2024	Michelle Saveley (May 13, 2024 10:23 EDT)
	MICHELLE SAVELEY, Petitioner
STATE OF FLORIDA	
COUNTY OF BREVARD	
S	12th
Sworn to or affirmed and signed be	efore me on the day of May, 2024 by MICHELLE
Notary Public State	of Florida
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Velev 5/13/2	2028
	NOTARY PUBLIC STATE OF FLORIDA
Personally known	
Produced identification	
Type of identification prod	luced
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