

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

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. <u>PARENTS:</u>	<u>MOTHER</u>	<u>FATHER</u>
Name:	<u>MICHELLE SAVELEY</u> 220 Columbia Drive #204 Cape Canaveral, Florida	<u>RAYMOND OZEBEK</u> 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 purposes of the Uniform Child Custody Jurisdiction and Enforcement Act.

This Parenting Plan is a child custody determination for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act, the International Child Abduction Remedies Act, 42 U.S. C. 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.
- c. **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**

- a. **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

and the Father will have 182 overnights.

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 2:00 p.m. and the

				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.

<i>Cost</i>	<i>Monthly</i>
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.

<i>Costs</i>	<i>Monthly</i>
Insurance	\$162.00
Essentials, Transportation, Other	\$175.00

9. **CHILD SUPPORT ARREARAGES:** The parents agree that there are no child support arrearages.
10. **MEDICAL INSURANCE:** 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) **NECESSARY ITEMS:** 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) **SAFETY MEASURES:** 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.
- c) **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) **COMMUNICATION:** Parent to Parent communication will be through text, email and phone.
- e) **HEALTH/COUNSELING APPOINTMENTS/SICKS DAYS:** 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.
 - l) 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. **CONFLICT RESOLUTION:** 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
Michelle Saveley (May 13, 2024 10:23 EDT)
MICHELLE SAVELEY, Petitioner

**STATE OF FLORIDA
COUNTY OF BREVARD**

Sworn to or affirmed and signed before me on the _____ day of May, 2024 by MICHELLE SAVELEY.

Michelle Saveley 5/13/21

NOTARY PUBLIC – STATE OF FLORIDA

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

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: May 9, 2024

Raymond Ozebek
RAYMOND OZEBEK, Respondent

**STATE OF FLORIDA
COUNTY OF BREVARD**

Sworn to or affirmed and signed before me on the 9th day of May, 2024 by RAYMOND OZEBEK.



Marigrace Mells
NOTARY PUBLIC – STATE OF FLORIDA

X Personally known
_____ Produced identification