

## SECTION 1 - FAMILY INFORMATION AND JURISDICTION

The parents named below, which will be referred to throughout this Agreement as we, us, or by individual names, are entering into this Agreement to address their legal rights and obligations relating to their minor children. It is our intention to submit this Agreement to the Court in any legal proceeding to determine our parenting rights and obligations. We both want the Court to adopt this Agreement in its entirety because we agree that it is in our children's best interests.

We further agree as follows:

### 1. PARENTS

Our names and contact information are:

First Name	Last Name	Phone	Email
Eric	Rabinovitz	8137890202	<a href="mailto:ebrcapital@gmail.com">ebrcapital@gmail.com</a>
Michelle	test	8134952219	<a href="mailto:mmrabinovitz@gmail.com">mmrabinovitz@gmail.com</a>

Eric Rabinovitz

(813) 789-0202  
[ebrcapital@gmail.com](mailto:ebrcapital@gmail.com)

Michelle Rabinovitz test  
(813) 495-2219  
[mmrabinovitz@gmail.com](mailto:mmrabinovitz@gmail.com)

We will keep each other informed of any changes to any of our contact information listed above, in each instance immediately upon any change, or as soon as we possibly can after any change.

### 2. CHILDREN

Our children are:

Initials	Date of Birth	Gender
A. J.	Mar 12, 2013	Female

Initials: A. J.  
Date of birth: Mar 12, 2013  
Gender: Female

## SECTION 3: JURISDICTION

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

The State of Florida is the child(ren)'s home state for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act. This document is intended to be the basis of a child custody determination for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act, the International Child Abduction Remedies Act, 42 U.S.C. Sections 11601 et seq., the Parental Kidnapping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980, and for all other state and federal laws.

## SECTION 2 - PARENTAL RESPONSIBILITY AND DECISION MAKING

### Shared Decision-Making

#### Shared Decision Making for Major Decisions

We are going to make decisions about our children as co-parents, together, and always with our child(ren)'s best interests as the most important factor. These decisions include all important decisions affecting the welfare of our child(ren), including all decisions about the child(ren)'s Education (choice of schools, tutoring, special educational needs), Healthcare (non-emergency medical treatments, choice of doctors), Significant extracurricular activities.

Neither of us will have a superior right or authority when it comes to co-parenting our children unless it expressly says so below. We will treat each other as equals, and we will do our best to ensure that our child(ren) see us as equals when it comes to all important decisions. We will never involve our children in any disputes that we may have about them because we understand how damaging this could be for our children.

With respect to matters regarding religious upbringing, Eric Rabinovitz will have ultimate decision making authority in the event we are unable to reach a mutually acceptable decision about the issue.

Notwithstanding the provisions above, all horse-related matters and activities concerning the children shall be handled by Michelle.

# Resolving Disagreements

## How We Will Resolve Disagreements

If we have a disagreement and we are unable to resolve it, then we will:

- Remember and acknowledge that disagreements are normal and will happen from time to time
- Treat each other with respect and focus on what is best for our child(ren), instead of our own needs and wants
- Take a break if our discussion ever gets unpleasant, too argumentative, or too heated
- Agree on a timeline for resuming the discussion so that deadlines can be met
- Take time to research options independently before resuming discussions
- Consult with relevant professionals for their perspectives, which are likely to be more neutral than our own
- Document in writing any agreement we ultimately reach
- Refrain from involving our child(ren) unless we are doing it together, and solely for the purpose of understanding their preference

# Day-to-Day Decision-Making

## Day-to-Day Decision-Making

Nothing in this agreement is intended to interfere with our respective rights to make decisions regarding the day-to-day care and control of our child(ren) while the child(ren) are with us. Similarly, we both are allowed to make immediate, emergency decisions affecting the health or safety of the child(ren) if such a decision is ever necessary. If there is ever such an emergency, then we both commit to notify each other of the situation as soon as reasonably possible.

## Extra-curricular Activities

[b]Extra-curricular Activities[/b]

We agree that extracurricular activities are very important for the development of our child(ren) in many respects. We will discuss all proposed extracurricular activities with each other, and these are the things we agree are important to consider:

- The child(ren)'s interests and desires
- The location of activities relative to both our homes
- How the activities will fit within our time sharing schedule
- What equipment or supplies will be needed and how they'll be purchased, stored, and transported from one home to the other
- What equipment or supplies will be needed and how they'll be provided
- How activities may impact schoolwork and academic progress
- How competition or performance travel will impact our timesharing schedule

Activity decisions will be reviewed annually

# Sharing Information/Records

## Sharing Information/Important Records

We both will have equal access to all important information about our child(ren) at all times. We will each take care to ensure that anytime we have the opportunity to list the other parent's name on any document or list, we will do so because it is our intention to both be listed as authorized parties, contacts, or recipients for all medical, school, and other records pertaining to our child(ren). We also will try our best to always share any information that we obtain anytime we may independently consult with any professionals or other important people that are involved with our child(ren). If we are able to do so, we also will seek and provide to each other copies of important records we receive. Both of us have equal rights to inspect and receive governmental agency and law enforcement records concerning the child(ren). Both of us will have equal and independent authority to confer with the child(ren)'s school, day care, health care providers, and other programs with regard to the child(ren)'s educational, emotional, and social progress.

Both of us will always be listed as “emergency contacts” for the child(ren).

We will share information about the children using the following communication methods: Email, Text messages, chat briefly during exchanges, be calm and nice to each other.

# Communication

## Communication

We agree and understand that communication is critical to good coparenting. We also agree and understand that communications regarding our child(ren) should be between the two of us, as parents. Neither of us will ever use a child as a messenger to convey information, ask questions, or set up schedule changes. We agree to communicate freely with each other in a respectful manner using one or more of the following methods of communication: email, text, phone

We further agree and understand that our child(ren) deserve(s) to have communication with both of us whenever reasonable, which is not more than once or twice on most days. We each will ensure that our child(ren) has/have regular contact with the other parent in a manner that does not interfere with time sharing and routines. We agree that contact is important, but so is a certain amount of independence, so contact should not be repetitive, unnecessarily lengthy or overly emotional. We also agree that a five minute or less phone call with a child typically is sufficient absent some unusual circumstance that would require a longer call.

If we are providing our child(ren) with a communication device, it will be provided and paid for as follows: Paid by Eric Rabinovitz

# Child Care

## Child Care

We agree that the selection of individuals to care for our child(ren) is very important and that we each should be given consideration in this selection. We will try our best to use the same child care providers so that our child(ren) has/have consistency and safety, but we are free to choose our own child care providers as well.

We will give each other a right of first refusal to take care of the child(ren) whenever either of us is going to be unavailable for a period of at least One Overnight. This means that anytime one of us knows that we will be unavailable for One Overnight, the other parent will be given the opportunity to take care of the children during that time. We also both agree that the child(ren)'s relationships with extended family members are important and that having the child(ren) spend time with extended family members will not trigger the right of first refusal. We also agree that we will give respect to each other's wishes and concerns regarding the child(ren) spending overnights at other people's/children's homes, but that neither of us has the right to dictate how the child's social life will be while the child(ren) is/are at the other parent's home. Once the kids turn 15 they can decide if they want to go to the other parent or a friend.



# Scheduling and Our Calendar

## Scheduling and Our Calendar

We will exchange any school and extracurricular activity calendars as soon as we are able to do so after either of us receives them. We acknowledge how important it is for us both to know and understand our child(ren)'s schedules. We are going to follow the dates set forth on our child(ren)'s school calendars when it comes to understanding what the school breaks are. We agree that academic breaks shall begin at the end of the last scheduled day of classes before the break begins and shall end when our child(ren) is/are returned to school on the first day of regularly scheduled classes after the holiday or break ends.

We agree that some flexibility likely will be needed of both of us from time to time and that it is very important that we show each other respect, both in asking for flexibility and in granting flexibility. We understand that neither of us has the right or obligation to change the schedule that we have agreed upon. We also understand that maintaining a routine is best for our child(ren), so we will each do our best to avoid asking for schedule changes on a regular or frequent basis just to accommodate our own personal needs. In other words, we each acknowledge that flexibility should be requested only when circumstances arise that are simply beyond our control, and not as a matter of personal or selfish convenience. If either of us asks for a change to the schedule, we commit to do that as soon as possible after the need to make the request arises, but not less than 72 hours in advance. We also both agree that if the schedule change causes the other person to incur a child care expense, that expense will be paid by the person asking for the change, which is simply a matter of fairness.

Additionally, we agree as follows:

we are going to create a new google calendar that is shared with eachother and the kids

The parent who receives information about a schedule (such as activities, practices, or medical appointments) will be responsible for adding to the shared calendar.

In the new google shared calendar

# Weekday and Weekend Schedule

## Weekday and Weekend Schedule

Our regular weekday and weekend timesharing schedule will be as follows:

### 2-2-5-5 Schedule

The child(ren) will have overnight timesharing with Eric Rabinovitz every Monday and Tuesday, and every other weekend from Friday until Monday. The child(ren) will have overnight timesharing with Michelle Rabinovitz test every Wednesday and Thursday, and every other weekend from Friday until Monday.

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 1	Eric	Eric	Michelle	Michelle	Michelle	Michelle	Michelle
Week 2	Eric	Eric	Michelle	Michelle	Eric	Eric	Eric
Week 3	Eric	Eric	Michelle	Michelle	Michelle	Michelle	Michelle
Week 4	Eric	Eric	Michelle	Michelle	Eric	Eric	Eric

Generally, and unless we agree otherwise from time to time, our exchanges with be at

# Holiday Schedule

## Holiday Schedule

Our holiday time sharing schedule, which will take precedence over our regular weekday, weekend, and summer schedules, will be as follows:

Holiday	Parenting Time Arrangement
Memorial Day	Normal Schedule
New Year's Day	Eric Rabinovitz will have the children in odd years
Presidents' Day	
Martin Luther King Jr. Day	Eric Rabinovitz will have the children in odd years

We understand that our holiday schedule may affect our regular schedule from time to time and it is our intention to minimize the negative impact of this on our child(ren)'s regular routine(s). If our holiday schedule would result in one of us having the child(ren) for three weekends in a row, then we will exchange the third weekend, so that we each end up having two weekends in a row, after which we will resume the regular alternating weekend pattern that was ongoing before the holiday. Also, if either of us has the child(ren) on a weekend immediately before or after an unspecified holiday or non-school day (e.g. a teacher's work day or a Monday holiday like President's Day), then that holiday or non-school day shall just attach to that weekend.

# School Breaks

## Winter Break Schedule

We will share time during the child(ren)'s winter break from school as follows:

We will divide the entire break equally at an agreed mid-point. We will select the mid-point as soon as reasonably practicable after receiving the school calendar each Year. If we cannot agree on a mid-point, then we will take the total number of days of the break and divide it by two so that we can determine how many overnights each of us will have for timesharing during the break. If there are an odd number of days in the break, then we will exchange the children at noon on the day that is in the middle. If there are an even number of days in the break, then we will exchange the children at noon on the first day of the second half of the break. For the purpose of counting days, day 1 of the break will be the first day of the break when the children wake up and do not go to school, and the last day of the break will be the last day before the children return to school the very next morning.

We will follow our regular schedule, but we will divide the 48-hour period starting at noon on the 24th of December and ending at noon on the 26th of December, with one parent having the first 24 hours and the other having the second 24 hours. Eric Rabinovitz will have the first 24 hours in even-numbered years and the second 24 hours in odd-numbered years. Michelle Rabinovitz test will have the second 24 hours in even-numbered years and the first 24 hours in odd-numbered years.

## Spring Break Schedule

We will share time during the child(ren)'s spring break from school as follows:

We will alternate taking the entire break, with Parent A having the entire break in even-numbered years and Parent B having the entire break in odd-numbered years.

## Summer Break Schedule

We will share time during the child(ren)'s summer break from school as follows:

We will follow our regular schedule set forth below

Eric Rabinovitz and Michelle Rabinovitz test will alternate full weeks of parenting time.

	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
Week 1	Eric	Eric	Eric	Eric	Eric	Eric	Eric
Week 2	Michelle	Michelle	Michelle	Michelle	Michelle	Michelle	Michelle
Week 3	Eric	Eric	Eric	Eric	Eric	Eric	Eric
Week 4	Michelle	Michelle	Michelle	Michelle	Michelle	Michelle	Michelle

Children will be exchanged on Thu

There will be an intervening dinner with on from 5:00 PM to 9:00 PM

Every year, each of us will be entitled to take the child(ren) on an uninterrupted vacation during the summer break for up to: Two weeks which may be taken consecutively.

We will share with each other our desired extended vacation times each year by no later than March 15. If there is a conflict between our choices, then Eric Rabinovitz will have first choice if it is an even-numbered year and Michelle Rabinovitz test will have first choice if it is an odd-

numbered year. If either of us fails to communicate our desired times by March 15, then we waive our preference to choose extended summer vacation timesharing for that calendar year.

# Transportation and Exchange

## Transportation and Exchange

We will handle transportation and exchanges as follows:

Exchange transportation shall be provided by: The parent beginning timesharing

Consistent with our desire to always respect each other, especially in front of the children, we will always try our best to have the child(ren) ready on time, with sufficient clothing packed and ready at the agreed upon time of exchange. If either of us is going to be more than 15 minutes late, A delayed parent will text the other parent immediately with the new ETA; if the delay exceeds 30 minutes, a phone call is required. If this causes a need for flexibility on occasion, then flexibility will be given. If this becomes a recurring problem, then we will seek professional advice on how to stop it.

In the event either of us is more than 15 minutes late, then the parent with the child(ren) may move forward with any other scheduled plans and is not required to wait any longer.

Generally, unless we agree otherwise from time to time, exchanges of the child(ren) will be at: Child's school/daycare

Exchange Ground Rules: New partners are allowed to be present at exchanges during the first six months

Exchanges are child-focused only; no discussion of disputes or finances. No new romantic partners at exchanges for the first six months. Essential info (medication, homework) will be provided via note or email.

Long-Distance Exchanges:

Traveling parent pays all costs

The paying parent will send receipts within 7 days; reimbursement shall be due within 30 days.

# Travel & Work Restrictions

## Travel and Work Restrictions

We agree to the following regarding work-related travel and traveling with our child(ren):

### Work Travel:

Parent has work-related travel that will require schedule adjustments. Minimum notice required before a parent departs on work travel is 48 Hours

### Right of First Refusal:

We will give each other a right of first refusal to take care of the child(ren) whenever either of us is going to be unavailable for a period of at least: One Overnight

### Travel Notices:

Notice required before personal travel with children is 7 days for domestic travel and 30 days for international travel. Written consent from the other parent is required for travel Outside home state away.

### Shared Travel Information:

International Travel: International travel is limited to Hague-Convention countries only

### Passports & Documents:

Each child of ours will have a passport and we will cooperate in signing all documents and taking such actions as may be necessary to obtain the passport(s) and keep them current at all times. Each parent shall be entitled to have a copy of any current passport(s) at all times.

The passport(s) shall be held by Eric Rabinovitz when not in use for travel purposes. If the other parent needs to possess the passport(s) for an upcoming trip, then the passports shall be given to the traveling parent at least 30 days days before the trip is to begin. The passport(s) shall be returned to the other parent, if applicable, within three days of returning from any such trip.

# School Choice and Enrollment

## School Choice and Enrollment

We agree that our children will attend private school at Berkeley through 12 grade.

We will share in the cost of private school as follows: Eric Rabinovitz will pay 100% of all necessary school expenses, including, but not limited to, tuition, registration fees, and books and supplies.

In the event that our child(ren) ever attend(s) public school, the parent whose address will be designated for school boundary and determination purposes is: Michelle Rabinovitz test.



# Academic Performance and Support

## Academic Performance and Support

Both of us will have access to any online portals and other resources related to the child(ren)'s education. We will review important information together as needed.

We will discuss from time to time our child(ren)'s homework routine(s), any academic struggles and any summer learning tools that should be implemented in our respective homes.

# Parent-Teacher Communication

## Parent-Teacher Communication

We will attend parent-teacher conferences about these needs together. If either of us ever is unable to attend any conference, then the parent that attended will share all information as soon as possible after the conference.

# Relocation

## Relocation

Relocation of our child(ren)'s residences will be based on our agreement. Accordingly, relocation means a change in the location of the principal residence of either of us from our principal place of residence at the time of this agreement or any future order establishing or modifying timesharing, or at the time of filing any future pending action to establish or modify timesharing. The change of location must be at least miles from that residence, and for at least consecutive days, not including a temporary absence from the principal residence for purposes of vacation, education, or the provision of healthcare for the child.

In the event of any proposed relocation, the moving parent will provide advance written notice of the proposed relocation at least 30 days in advance of the relocation. Video call three evenings per week at 7 p.m. local time during the relocating parent's weeks.

# Changes or Modifications to the Agreement

## Changes or Modifications to the Agreement

We will review this Agreement At least once per year to discuss potential changes/modifications. No change or modification will be valid unless it is in writing and signed by both of us. If we cannot agree on a change or modification, then we may submit the matter to the court upon the filing of a proper request. Neither of us is required to agree to any requested modification.

# Special Circumstances & Household Norms

## Special Circumstances

Family does not have any special circumstances that need to be added to the parenting agreement

## Finalizing and Signing the Agreement

You've finalized the course.