

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT
IN AND FOR _____ COUNTY, FLORIDA

Case No.: _____

Division: _____

_____,
Petitioner,

and

_____,
Respondent.

ORDER GRANTING TEMPORARY CUSTODIAL RESPONSIBILITY DURING DEPLOYMENT

THIS CAUSE came before this Court on a Motion for Temporary Custodial Responsibility During Deployment. The Court, having reviewed the file, heard the testimony, and being otherwise fully advised, makes these findings of fact and reaches these conclusions of law:

SECTION I. FINDINGS

1. The Court has jurisdiction over the subject matter and the parties, including jurisdiction pursuant to the Uniform Child Custody Jurisdiction and Enforcement Act.
2. Entry of this Order is not prohibited by the Servicemembers Civil Relief Act, 50, U.S.C. ss. 3901-4043.
3. The last order establishing or modifying parental responsibility, visitation, or time-sharing was entered on _____.

4. **The parties' dependent or minor children are:**

Name

Birth date

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SECTION II: DEPLOYMENT

1. _____ is being deployed for a period of less than 18 months pursuant to uniformed service orders.

2. A Notice of Deployment was provided to the Other Parent on_____.

3. To the extent it is permissible to provide this information, the destination of the deployment is:

 _____.

4. To the extent it is permissible to provide this information, the anticipated duration of the deployment is:
 _____.

5. To the extent that it is permissible to provide this information, the conditions of the deployment are _____

 _____.

SECTION III: TEMPORARY CARETAKING AUTHORITY, DECISIONMAKING AUTHORITY, CONTACT WITH CHILDREN BETWEEN PARENTS

The parties:

_____ Have filed an Agreement for Temporary Custodial Responsibility During Deployment which is in the best interests of the children and is adopted by the Court. A copy of the Agreement is attached as Exhibit _____. The parties, and all those who signed the Agreement, are ordered to comply with terms of the Agreement.

OR

_____ Have **NOT** filed an Agreement for Temporary Custodial Responsibility During Deployment. Until this Order terminates pursuant to Section VII, the parents shall comply with the following, which is in the children’s best interest:

1. Caretaking Authority:

Deploying Parent: _____

 Other Parent: _____

 _____.

2. Decisionmaking Authority:

Deploying Parent: _____

 Other Parent: _____

3. Contact with Children-Deploying Parent

a. During Deployment:

i. Frequency: _____
_____;

ii. Duration: _____
_____;

iii. Means, Including Electronic: _____
_____;

iv. Role of Other Parent in Facilitating Contact: _____
_____;

v. Role of Agreed Nonparent in Facilitating Contact: _____
_____;

vi. Allocation of Any Costs of Contact: _____
_____.

b. While on leave or is otherwise available: _____
_____.

c. After deployment ends and until termination of order:

_____.

4. Contact with Children-Other Parent

SECTION IV: NONPARENT-TEMPORARY CARETAKING AUTHORITY, DECISIONMAKING AUTHORITY, CONTACT WITH CHILDREN

A. The parties:

_____ Have filed an Agreement for temporary caretaking authority, decisionmaking authority and contact by the Nonparent. The Agreement is in the best interests of the children and is adopted by the Court. Until this Order is terminated pursuant to Section VII, the parties, and all who signed the Agreement, are ordered to comply with the terms of the Agreement.

OR

_____ Have **NOT** reached an Agreement for temporary caretaking authority, decisionmaking authority, and/or contact with the children

B. The Court:

_____ Finds that it is NOT in the children's best interest to establish caretaking authority, decisionmaking authority, or contact with the children by any Nonparent.

OR

_____ Finds that it is in the children's best interest to establish caretaking authority, decisionmaking authority, and/or contact with the children by Nonparent(s), _____ who is _____ an adult family member of the child, or _____ an adult who is not a family member but a person with whom the children have a close and substantial relationship.

The full legal name, street address, telephone number, and e-mail address of the Nonparent(s) is: _____

_____.

The children's street address shall not be changed without notification to the Court and all parties disclosing the new address and contact information.

Until this Order terminates pursuant to Section VII, the parties and the Nonparent(s) shall comply with the following:

1. Caretaking Authority {If Applicable}

The Court finds caretaking authority by the Nonparent is in the best interest of the children. If the Nonparent is an adult who is not a family member, but a person with whom the children have a close and substantial relationship, the best interest of the children has been established by clear and convincing evidence.

{Specific Findings}: _____

_____.

The Nonparent(s) shall have caretaking authority as follows: _____

_____.

The caretaking authority does not exceed the amount of time granted to the Deploying Parent under a permanent custody order. In the absence of a permanent custody order currently in effect, the caretaking authority does not exceed amount of time the Deploying Parent habitually cared for the child(ren) before being notified of deployment. Additional travel time may be added if necessary to transport the children.

2. Decisionmaking Authority *{If Applicable}*

If due to the operational constraints of the deployment, the Deploying Parent is unable to exercise decisionmaking authority, the Court finds that it is in the best interest of the children that the Nonparent(s) exercise the following decisionmaking authority. If the Nonparent(s) is an adult who is not a family member, but a person with whom the children has/have a close and substantial relationship, the best interest of the children has been established by clear and convincing evidence.

{Specific Findings}: _____

_____.

The specific decisionmaking powers are: _____

_____.

The duration of the decisionmaking powers is: *{Cannot exceed the length of time in which the Deploying Parent is unable to exercise decision making authority}* _____
_____.

3. Contact *{If Applicable}*

The Court finds that it is in the best interest of the children for the Nonparent to have contact as follows. If the Nonparent is an adult who is not a family member with whom the child has a close and substantial relationship, the best interest of the children has been established by clear and convincing evidence.

{Specific Findings}: _____

_____.

Nonparent contact is as follows: _____

SECTION V. CHILD SUPPORT

1. The Court has jurisdiction under the Uniform Interstate Family Support Act.
2. There _____ is _____ is **not** an existing child support obligation. _____ (Obligor) is currently ordered to pay _____ (Obligee) child support in the amount of \$ _____ every {specify week, every two weeks, month, or other} _____.

3. Temporary Modification of Child Support.

- a. _____ The Court **does not** modify the existing child support obligation.
- b. _____ The current obligation to pay child support is:
_____ Abated
_____ Suspended
_____ Reduced to \$ _____ per {specify week, every two weeks, month, or other} _____ until _____ such time as the custody judgment or time-sharing order previously in effect is reinstated.
- c. _____ The Court finds that there is a need for temporary establishment or modification of child support and that _____ (Obligor) has the present ability to pay child support.
- d. _____ The amounts in the attached Child Support Guidelines Worksheet, Florida Family Law Rules of Procedure Form 12.902(e), are correct.

OR

_____ The Court makes the following findings:
Deploying Parent's net monthly income is \$ _____, (Child Support Guidelines _____ %).
Other Parent's net monthly income is \$ _____, (Child Support Guidelines _____ %).
Monthly childcare costs are \$ _____.
Monthly health/dental insurance costs for the child(ren) are \$ _____.

4. Amount.

Temporary child support of \$ _____ per month for the _____ children {total number of parties' minor or dependent children shall be paid commencing _____ {month, day,

year} and terminating _____ {month, day, year}. Child support shall be paid in the amount of \$ _____ per _____ {week, month, other} which is consistent with the Obligor's current payroll cycle.

The Court establishes the following conditions regarding child support:

_____.

If the child support ordered deviates from the guidelines by more than 5%, the factual findings which support that deviation are: _____

_____.

5. Place of Payment.

- a. _____ Obligor shall pay court-ordered support directly to either the State Disbursement Unit or the central depository, as required by statute, along with any fee required by statute.

OR

- b. _____ Both parties have requested and the Court finds that it is in the best interests of the children that support payments need not be directed through either the State Disbursement Unit or the central depository at this time; however, either party may subsequently apply, pursuant to section 61.13(1)(d)3, Florida Statutes, to require payments through the State Disbursement Unit or the central depository.

6. Income Deduction.

- a. _____ **Immediate.** Obligor shall pay through income deduction, pursuant to a separate Income Deduction Order which shall be effective immediately. Obligor is individually responsible for paying his/her support obligation until all said support is deducted from his/her income. Until support payments are deducted from Obligor paycheck, he or she is responsible for making timely payments directly to the State Disbursement Unit or the Oblige, as previously set forth in this order.

- b. _____ **Deferred.** Income deduction is ordered this day, but it shall not be effective until a delinquency of \$ _____, or, if not specified, an amount equal to one month's obligation occurs. Income deduction is not being implemented immediately based on the following findings: Income deduction is **not** in the best interests of the child(ren) because: {explain}

AND

_____ There is proof of timely payment of a previously ordered obligation without an Income Deduction Order,

AND

_____ There is an agreement by the Obligor to advise the Title IV-D agency, clerk of court and Obligee of any change in Payor and/or health insurance

OR

_____ there is a signed written agreement providing an alternative arrangement between the Obligor and the Obligee and, at the option of the IV-D agency, by the IV-D agency in IV-D cases in which there is an assignment of support rights to the state, reviewed and entered in the record by the court.

c. Other provisions relating to child support: _____

_____.

SECTION VI: INSURANCE

1. _____ The Court does not change the previously established insurance provisions.
2. _____ The Deploying Parent shall enroll the children as military dependent(s) with DEERS, TriCare, or other similar benefits available to military dependents as provided by the Deploying Parent's branch of service.
3. _____ Reasonable and necessary **uninsured medical/dental/prescription drug costs** for the minor children shall be assessed as follows:
_____ Shared equally by both parents.
_____ Prorated according to the child support guideline percentages.
_____ Other *{explain}*: _____

As to these uninsured medical/dental/prescription drug expenses, the party who incurs the expense shall submit a request for reimbursement to the other party within 30 days, and the other party, within 30 days of receipt, shall submit the applicable reimbursement for that expense, according to the schedule of reimbursement set out in this paragraph.

SECTION VII: TERMINATION

This Order is temporary and terminates automatically 30 days after the Deploying Parent gives notice of his/her return from deployment to the Other Parent, unless the parties agree otherwise in writing or in a record, or the Court has already terminated the Order.

SECTION VIII. OTHER

1. **Other Provisions.** _____

_____.

2. The Court reserves jurisdiction to modify and enforce this Order Granting Temporary Custodial Responsibility During Deployment.
3. Unless specifically modified by this Order, the provisions of all final judgments or orders in effect remain the same.

ORDERED at _____, Florida, on _____.

CIRCUIT JUDGE

CERTIFICATE OF SERVICE

I certify that a copy of this Order Granting Temporary Custodial Responsibility During Deployment was _____ mailed _____ faxed and mailed _____ e-mailed _____ hand-delivered to the parties and any entities listed below on {*date*}_____.

by {*clerk of court or designee*}

- _____ Petitioner (or his or her attorney)
- _____ Respondent (or his or her attorney)
- _____ Nonparent (if applicable)
- _____ Central Depository
- _____ State Disbursement Unit
- _____ Other: _____