

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. *{If applicable}*. The last order establishing or modifying parental responsibility, visitation, or time-sharing was entered on *{date}* _____.

4. **The parties' dependent or minor child(ren) is (are):**

Name

Birth date

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SECTION II: DEPLOYMENT

1. Deploying Parent *{Name}* _____ is being
Florida Supreme Court Approved Family Law Form 12.948(c), Order Granting Temporary Custodial Responsibility During Deployment. (12/19)

deployed for a period of less than 18 months pursuant to uniformed service orders

2. A Notice of Deployment has been provided to the Other Parent
{Name} _____.
3. To the extent that it is permissible to provide this information, the destination of the deployment is: _____
_____.
4. To the extent that it is permissible to provide this information, the 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 CHILD(REN)

The parties:

_____ Have filed an Agreement for Temporary Custodial Responsibility During Deployment which is in the best interests of the child(ren) and is adopted by the Court. A copy of the Agreement is attached as Exhibit _____.

_____ Have **NOT** filed an Agreement for Temporary Custodial Responsibility During Deployment. The parents shall comply with the following:

1. Caretaking Authority:

Deploying Parent: _____

Other Parent: _____

_____.

2. Decisionmaking Authority:

Deploying Parent: _____

Other Parent: _____

_____.

3. Contact with Child(ren)-Deploying Parent

During Deployment:

- a) Frequency: _____

- b) Duration: _____

- c) Means, Including Electronic: _____

- d) Role of Other Parent in Facilitating Contact: _____

- e) Role of Agreed Nonparent in Facilitating Contact: _____

- f) Allocation of Any Costs of Contact: _____

While on leave or is otherwise available: _____

After deployment ends and until termination of order: _____

4. Contact with Child(ren)-Other Parent

SECTION IV: NONPARENT-TEMPORARY CARETAKING AUTHORITY, DECISIONMAKING AUTHORITY, CONTACT WITH CHILD(REN)

1. _____ The Court does **NOT** establish caretaking authority, decisionmaking authority, or contact with the child(ren) by any Nonparent.

OR

_____ The Court establishes caretaking authority decisionmaking authority and/or contact

with the child(ren) by the Nonparent {Name} _____.

2. The Nonparent is:

_____ An adult family member of the child: or

_____ An adult who is not a family member with whom the child(ren) has/have a close and substantial relationship.

The full legal name, street address, telephone number, and e-mail address of the Nonparent is as follows: _____

_____.

The child(ren)'s street address shall not be changed without notification to the court and all parties disclosing the new address and contact information.

3. The parties:

_____ Have filed an Agreement have for temporary caretaking authority, decisionmaking authority and contact by the Nonparent. The Agreement is in the best interests of the child(ren) and is adopted and incorporated herein.

OR

_____ Have **NOT** reached an Agreement for temporary caretaking authority, decisionmaking authority, and/or contact with the child(ren).

4. **Caretaking Authority {If Applicable}**

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

{Specific Findings}: _____

_____.

The Nonparent 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 that is 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 child(ren).

5. 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 child(ren) that the Nonparent exercise the following decisionmaking authority. If the Nonparent is an adult who is not a family member with whom the child (ren) has/have a close and substantial relationship, the best interest of the child(ren) 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}* _____
_____.

6. Contact {If Applicable}

The court finds that it is in the best interest of the child(ren) 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 child(ren) 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. The _____ Deploying Parent _____ Other Parent is currently ordered to pay 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 Other Parent's 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. The Deploying Parent has the present ability to pay child support.

The amounts in the Child Support Guidelines Worksheet, Florida Family Law Rules of Procedure Form 12.902(e), filed by _____ Deploying Parent _____ Other Parent 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 child care costs are \$ _____.

Monthly health/dental insurance costs for the child(ren) are \$ _____.

4. **Amount.**

Temporary child support is established at the rate of \$ _____ per month for the _____ child(ren) {total number of parties' minor or dependent child(ren)} 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 Deploying Parent's current payroll cycle.

Upon the termination of the obligation of child support for one of the parties' child(ren), child support in the amount of \$ _____ for the remaining _____ child(ren) {total number of remaining child(ren)} shall be paid commencing _____ {month, day, year} and terminating _____ {month, day, year}. This child support shall be paid in the amount of \$ _____ per _____ {week, month, other} consistent with the Deploying Parent's current payroll cycle.

{Insert schedule for the child support obligation, including the amount, and commencement and termination dates, for the remaining minor or dependent child(ren), which shall be payable as the obligation for each child ceases. Please indicate whether the schedule _____ appears below or _____ is attached as part of this form.}

The Deploying Parent shall pay child support until all of the minor or dependent child(ren): reach the age of 18; become emancipated, marry, join the armed services, die, or become self-supporting; until the deployment terminated; or until further order of the court or agreement of the parties. The child support obligation shall continue beyond the age of 18 and until high school graduation for any child who is dependent in fact, between the ages of 18 and 19, and is still in high school, performing in good faith with a reasonable expectation of graduation before the age of 19.

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. _____ Deploying Parent 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.
- b. _____ Both parties have requested and the court finds that it is in the best interests of the child(ren) 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.** Deploying Parent shall pay through income deduction, pursuant to a separate Income Deduction Order which shall be effective immediately. Deploying Parent is individually responsible for paying this support obligation until all of said support is deducted from Deploying Parent's income. Until support payments are deducted from Deploying Parent's paycheck, Deploying Parent is responsible for making timely payments directly to the State Disbursement Unit or the Other Parent, 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 Deploying Parent to advise the Title IV-D agency, clerk of court and Other Parent of any change in Payor and/or health insurance **OR**

_____ there is a signed written agreement providing an alternative arrangement between the Deploying Parent and the Other Parent 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.

7. 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 child(ren) 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 child(ren) 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 after the Deploying Parent returns from deployment.

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.

DONE AND 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: _____