

STATE OF TENNESSEE - CIRCUIT OR CHANCERY COURT - SHELBY COUNTY

PERMANENT PARENTING PLAN ORDER

File No. _____ Division/Part _____

PROPOSED AGREED ORDERED BY THE COURT

PLAINTIFF NAME

DEFENDANT NAME

Mother Father Mother Father

CHILD NURTURE

The Mother and Father will behave with each other and each minor child so as to provide a loving, caring, stable, consistent and nurturing relationship with the minor child or minor children even though the Mother and Father are divorced. The Mother and Father will not speak badly of each other in the presence of the minor child or minor children, and also the Mother and Father will not speak badly of the members of the family of the other party in the presence of the minor child or minor children. They will encourage each child to continue to love the other parent and be comfortable in both families. Each parent shall make reasonable efforts to achieve the following, through each parent's words and actions each day:

1. To guide, instruct, inspire, and encourage the parties' minor child or minor children to prepare for a life of service and to compete successfully in the society which the child or children faces as an adult;
2. To enhance and improve the strength, nature, and stability of the minor child's relationship with each parent, and to reasonably perform parenting responsibilities relating to the daily needs of the minor child;
3. To facilitate and encourage a close and continuing parent-child relationship between the minor child or minor children and the other parent, consistent with the best interests of the child; To reasonably avoid conflict around the minor child or minor children in order to assist the minor child's psychological development; To reasonably avoid withholding access to the minor child or minor children from the other parent without good cause.
4. To reasonably provide the minor child or minor children with love, concern, guidance, medical care, education, reasonable supervision of homework to promote acceptable grades, safety, other supervision as needed, and other necessary care;
5. To reasonably provide for the emotional needs and development of the minor child or minor children;
6. To maintain good character and emotional fitness as it relates to the ability to provide for the need of the minor child or minor children;

(Day and Time)

(Day and Time)

[x] every other week

This parenting schedule begins on the date of this agreement.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

Indicate if child or children will be with parent in ODD or EVEN numbered years or EVERY year:

	MOTHER	FATHER
New Year's Day	odd	even
Easter	even	odd
Mother's Day	every	N.A.
Memorial Day (if no school)	odd	even
Father's Day	N.A.	every
July 4	even	odd
Labor Day	odd	even
Thanksgiving Day	even	odd
Children's birthdays	odd	even

A holiday shall begin at 9:00 a.m. and end at 6:00 p.m. unless otherwise stated in this agreement. The above holiday schedule takes priority over the regular schedule.

D. FALL VACATION (if applicable)

The regular schedule shall apply.

E. WINTER (CHRISTMAS) VACATION

The Mother shall have the child or children from 6:00 p.m. December 20 until 12:00 noon December 25 every year. The Father shall have the child or children from 12:00 noon December 25 until 6:00 p.m. December 30 every year.

F. SPRING VACATION (if applicable)

The regular schedule shall apply.

G. SUMMER VACATION

The regular schedule shall apply except as follows: Father shall have 2 weeks starting at 6 p.m. on the first Friday of July of each year. Mother shall have 2 weeks starting at 6 p.m. on the third Friday of July of each year. The parents may change this Summer vacation schedule only by agreement by email or agreement in writing prior to the first Friday of July of each year or by consent order signed by both parties, or by order of the Court.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: Each party shall return the children to the other party's residence unless otherwise agreed.

Payment of all local and long distance transportation costs shall be provided by:

Mother Father Each party shall pay to return the children..

If a parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the child or children while in the care of that parent.

I. SUPERVISION OF PARENTING TIME (If applicable)

Not Applicable

J. OTHER

The following special provisions apply: none

II. DECISION-MAKING

A. DAY TO DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care of a child while the child is residing with that parent, including any emergency decisions affecting the health or safety of a child.

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Educational decisions	<input checked="" type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
Non-emergency health care	<input checked="" type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
Religious upbringing	<input checked="" type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
Extracurricular activities	<input checked="" type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
All other decisions	<input checked="" type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is \$ _____

Mother's gross monthly income is \$ _____

1. The final child support order is as follows:

a. The Father shall pay to the Mother as regular child support the sum of \$ _____ each month starting the _____ day of _____, 2008, payable monthly in advance.

If this is a deviation from the Child Support Guidelines, explain why: N.A.

This child support shall be paid as follows:

Directly to the other parent.

A wage and income assignment order shall be automatically entered, at Mother's option, with the Court, to be prepared and entered by an attorney hereafter employed and paid by Mother, at Mother's expense, whereby Father's employer shall withhold from Father's wages and income an amount adequate to pay the child support, if Father becomes more than 10 days behind in child support.

Name of Employee-Father obligated to pay child support: _____
_____, Social Security # _____

Name of employer: _____

Address of employer _____

A wage and income assignment order shall be entered as soon as possible with the Court, to be prepared and entered by an attorney employed and paid by Mother, at Mother's expense, whereby Father's employer shall withhold from Father's wages and income an amount adequate to pay the child support.

Child support shall be sent to the Central Child Support Receipting Unit, P.O. Box 305200, Nashville, Tn 37229, and sent to the other parent at: _____

A Wage Assignment Order is attached to this Parenting Plan.

by direct deposit to the other parent at _____ Bank for deposit in account no. _____

other: as set and as hereafter modified hereafter by Juvenile Court of Memphis, Tennessee.

The parents acknowledge that Court approval must be obtained before child support can be reduced or modified.

B. FEDERAL INCOME TAX EXEMPTION

The Mother is the parent receiving child support.

The Mother shall claim the following children as exemptions for federal income tax purposes each year:

The Father shall claim the following children as exemptions for federal income tax purposes each year:

The Mother Father will furnish IRS Form 8332 to the other parent by February 15th of the year the tax return is due.

C. PROOF OF INCOME AND WORK RELATED CHILD CARE EXPENSES

Each parent shall send proof of income to the other parent for the prior calendar year as follows:

- All IRS Forms W-2, 1099, and/or Schedule C shall be sent to the other parent on or before February 15
- A copy of his or her federal income tax return shall be sent to the other parent on or before April 15 or any later date when it is due because of an extension of time for filing.
- The completed form required by the Department of Human Services shall be sent to the Department on or before the date the federal income tax return is due by the parent paying child support. *This requirement applies only if a parent is receiving benefits from the Department for a child.*

The parent paying work-related child care expenses shall send proof of expenses to the other parent for the prior calendar year and an estimate for the next calendar year on or before February 15 of each year.

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children and will be: maintained
 by the Mother maintained by the Father
 maintained by both

Proof of continuing coverage shall be furnished to the other parent annually or as coverage changes. The parent maintaining coverage shall authorize the parent to consult with the insurance carrier regarding the coverage in effect.

Uncovered reasonable and necessary medical expenses, which may include but is not limited to, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals and counseling will be paid by each party equally. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

E. LIFE INSURANCE

The Father shall insure his/her own life in the minimum amount of \$ ___00,000. life insurance until the child support obligation has been completed, and each policy shall name the following as sole irrevocable primary beneficiary: the other parent as trustee for the minor children, to serve without bond or accounting.

The Mother shall insure his/her own life in the minimum amount of \$ ___0,000. life insurance until the child support obligation has been completed, and each policy shall name the following as sole irrevocable primary

beneficiary: the other parent as trustee for the minor children, to serve without bond or accounting.

IV. PRIMARY RESIDENTIAL PARENT (CUSTODIAN) FOR OTHER LEGAL PURPOSES

The child or children are scheduled to reside the majority of the time with the Mother and Father equally. Each parent is designated as the primary residential parent also known as the custodian, SOLELY for purposes of any other applicable state and federal laws. If the parents are listed in Section II as joint decision-makers, then, for purposes of obtaining health or other insurance, they shall be considered to be joint custodians. THIS DESIGNATION DOES NOT AFFECT EITHER PARENTS RIGHTS OR RESPONSIBILITIES UNDER THIS PARENTING PLAN.

V. DISAGREEMENTS OR MODIFICATION OF PLAN

Should the parents disagree about this Parenting Plan or wish to modify it, they must make a good faith effort to resolve the issue by the process selected below before returning to Court. *Except for financial support issues including child support, health and dental insurance, uncovered medical and dental expenses, and life insurance, disputes must be submitted to:*

- Mediation by a neutral party chosen by the parents or the Court.
- Arbitration by a neutral party selected by parents or the Court.
- The Court DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

The costs of this process may be determined by the alternative dispute process or may be assessed by the Court based upon the incomes of the parents. It must be commenced by notifying the other parent and the Court by Email or written request certified mail other: _____

In the dispute resolution process:

- A. Preference shall be given to carrying out this Parenting Plan.
- B. The parents shall use the process to resolve disputes relating to implementation of the Plan.
- C. A written record shall be prepared of any agreement reached, and it shall be provided to each parent.
- D. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. RIGHTS OF PARENTS

Under T.C.A. ' 36-6-101 of Tennessee law, both parents are entitled to the following rights:

- (1) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations;
- (2) The right to send mail to the child which the other parent shall not open or censor;
- (3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of the child;
- (4) The right to receive directly from the child's school any school records customarily made available to parents. (The school may require a written request which includes a current mailing address and upon payment of reasonable costs of duplicating) These include copies of the child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;
- (5) The right to receive copies of the child's medical health or other treatment records directly from the physician or health care provider who provided treatment or health care. (The keeper of the records may require a written request which contains a current mailing address and the payment of reasonable costs of duplication) No person who receives the mailing address of a parent as a result Of this requirement shall provide such address to the other parent or a third person;

- (6) The right to be free of unwarranted derogatory remarks made about the parent or his or her family by the other parent to the child or in the presence of the child;
- (7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extra-curricular activities, and the opportunity to participate or observe them. These include the following: school activities, athletic activities, church activities and other activities where parental participation or observation would be appropriate;
- (8) The right to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency;
- (9) The right to access and participation in education on the same basis that is provided to all parents. This includes the right of access to the child for lunch and other activities. However participation or access must be reasonable and not interfere with day-to-day operations or with the child's educational performance.

VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute (T.C.A. § 36-1-108) which governs the notice to be given in connection with the relocation of a parent reads in pertinent part as follows:

If a parent who is spending intervals of time with a child desires to relocate outside the state or more than one hundred (100) miles from the other parent within the state, the relocating parent shall send a notice to the other parent at the other parent's last known address by registered or certified mail. Unless excused by the Court for exigent circumstances, the notice shall be mailed not later than sixty (60) days prior to the move. The notice shall contain the following:

- (1) Statement of intent to move;
- (2) Location of proposed new residence;
- (3) Reasons for proposed relocation; and
- (4) Statement that the other parent may file a petition in opposition to the move within thirty (30) days or receipt of the notice.

VIII. PARENT EDUCATION CLASS

This requirement has been fulfilled by [x] both parents. If a parent has not attended the class, failure to attend the parent education class within 60 days of this Order is punishable by contempt. Each parent should have filed a certificate of completion of the parenting class with the court clerk

Each parent declares, under oath, that this plan has been proposed in good faith and that each parent believes that this plan is in the best interests of each minor child and that the statements herein are true and correct.

Mother

Date

Signed in _____, Tennessee

Sworn to and subscribed before me this ____ day of _____, 200__.

Notary Public

My commission Expires:

Father

Date

Signed in _____, Tennessee

Sworn to and subscribed before me this ____ day of _____, 200__.

Notary Public

My Commission Expires:

APPROVED FOR ENTRY:

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Defendant

Note: The Judge or Chancellor may sign below or, instead, sign a Final Decree or a separate Order incorporating this plan.

COURT COSTS

Court costs are assessed against: Father

It is so ORDERED this the ____ day of _____, 200 ____.

JUDGE

IN THE CIRCUIT COURT OF TENNESSEE
FOR THE 30TH JUDICIAL DISTRICT AT MEMPHIS

Plaintiff,

No. _____

v.

Division _____

Defendant.

INJUNCTION

Pursuant to T.C.A. Section 36-4-106, the following mandatory injunctions are issued against both parties:

1. (A) Each party is restrained and enjoined from transferring, assigning, borrowing against, concealing or in any way dissipating or disposing of any marital property without the consent of the other party or an Order of the Court.

(B) Expenditures from current income to maintain the marital standard of living and usual and ordinary costs of operating a business are not restricted by this injunction. Each party shall maintain records of all expenditures, copies of which shall be available to the other party upon request.

2. Each party is restrained and enjoined from voluntarily canceling, modifying, terminating, assigning, or allowing to lapse for non-payment of premiums, any insurance policy, including but not limited to life, health, disability, homeowners, renters and automobile, where such insurance policy provides coverage to either of the parties or the children, or that names either of the parties or the children as beneficiaries, without the consent of the other party or the order of the Court. "Modifying" includes any change in beneficiary status.

3. Each party is restrained from harassing, threatening, assaulting or abusing the other and from making disparaging remarks about the other in the presence of any children of the parties or to either parties' employer.

4. Each party is restrained from removing any children of the parties from the State of Tennessee, or more than one hundred (100) miles from the marital home, without the permission of the other party or an order of the Court, unless in the case of a removal based upon a well-founded fear of physical abuse against either the fleeing parent or the child. In such cases, upon request of the non-relocating parent, the Court will conduct an expedited hearing, by phone conference if appropriate, to determine the reasonableness of the relocation and to make such other orders as appropriate.

5. The provisions of Section 36-6-101 (a) (3) shall be applicable upon fulfillment of the requirements of subsection (d) of this act.

Circuit Court Clerk

By: _____, D.C.

Date: _____

APPROVED:

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