

STATE OF TENNESSEE	CIRCUIT COURT	COUNTY
PERMANENT PARENTING PLAN ORDER		FILE No.
<input type="checkbox"/> PROPOSED <input checked="" type="checkbox"/> AGREED <input type="checkbox"/> ORDERED BY THE COURT		DIVISION
PLAINTIFF <input type="checkbox"/> Mother <input checked="" type="checkbox"/> Father		DEFENDANT ____ <input checked="" type="checkbox"/> Mother <input type="checkbox"/> Father

The mother and father will behave with each other and each child so as to provide a loving, stable, consistent and nurturing relationship with the child even though they are divorced. They will not speak badly of each other or the members of the family of the other parent. They will encourage each child to continue to love the other parent and be comfortable in both families.

This plan is a new plan.
 modifies an existing Parenting Plan dated July 16, 2009.
 modifies an existing Order dated _____.

Child's Name	Date of Birth
Child One	2/16/2005
Child Two	11/9/2007

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Mother.

Under the above schedule each parent will spend the following number of days with the children:

Mother 265 days

Father 100 days

B. DAY-TO-DAY SCHEDULE

The mother father shall have responsibility for the care of the child or children except at the following times when the other parent shall have responsibility:

Father may enjoy day to day parenting time one weekend per month if he chooses to do so. Father's weekend will be on the first (1st) full weekend of every month, starting Saturday morning and ending Sunday night. The parties agree to be

flexible concerning this schedule to allow Father and the children to travel and to fly conveniently. If father is able to enjoy this parenting time starting Friday after school, Father's parenting time shall start Friday after school and shall end Sunday evening.

The parties agree that if Father is scheduled to enjoy a holiday or vacation with the minor children, Father's weekend shall be moved from the 1st full weekend of the month to the weekend adjacent to or within the holiday or vacation Father is scheduled to enjoy. For example, if Father is scheduled to enjoy President's Day as his holiday with the children, Father shall also enjoy the weekend adjacent to the holiday as his day to day parenting time. Father's day to day parenting time may be addition to or combined with his holiday parenting time.

If father wishes to change his visitation from the 1st day of the month, he should give Mother reasonable notice via email at least two (2) weeks prior to the change.

This parenting schedule begins immediately or date of the Court's Order.

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	See winter vacation schedule	See winter vacation schedule
Martin Luther King Day	Even	Odd
President's Day	Odd	Even
Easter (when school lets out until school resumes)	Even	Odd
Mother's Day and the preceding weekend	Every	
Memorial Day and preceding weekend	Odd	Even
Father's Day and the preceding weekend		Every
July 4 th	None	All
Labor Day and preceding weekend	Odd	Even
Thanksgiving (when school lets out until school resumes)	Odd	Even
Christmas Eve	See winter vacation schedule	See winter vacation schedule
Christmas Day	See winter vacation schedule	See winter vacation schedule

Father's Birthday		Every
Mother's Birthday	Every	
Child's Birthday	Odd	Even
Other school-free days	Even	Odd

A holiday shall begin at 6:00 p.m. on the night preceding the holiday (or when school lets out, whichever occurs first) and end at 6:00 p.m. the night of the holiday (or the night before school resumes, whichever occurs first) unless otherwise noted. The parties agree that Mother shall enjoy Halloween in odd years, and Father shall enjoy Halloween in even years. Holiday parenting time shall supersede the summer and day to day schedule. Spring vacation shall supersede Easter vacation if there is a conflict. The parties agree that if possible, Father's weekend parenting time shall be scheduled on a weekend adjacent to the holiday.

D. FALL VACATION

The day to day schedule shall apply except as follows: during years ending in even numbers, Mother will have parenting time with the child from the day school recesses for fall vacation until the night before school resumes. During years ending in odd numbers, Father will have parenting time with the child from the day school recesses for fall vacation until the night before school resumes.

E. WINTER (CHRISTMAS) VACATION

Winter vacation shall start when school lets out and end the night before school resumes, with the first half of winter vacation being defined as the period from when school lets out until the exchange on Christmas Eve and the second ½ being defined as starting when the parties exchange the child on Christmas Eve the night before school resumes. Father shall always enjoy the second half of the Christmas vacation. In even years, Father's winter vacation shall start the day before Christmas Eve. In odd years, Father's winter vacation shall start the day after Christmas Day.

F. SPRING VACATION (If applicable)

The day-to-day schedule shall apply except as follows: Father will have parenting time with the child from the day school recesses for spring vacation until school resumes every year.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows:

The parties agree that Father shall enjoy summer parenting time continuously for no less than 8 weeks of the summer. Father's summer parenting time shall start the first full week after school concludes for the year and shall end the night before the first full week prior to when school resumes. The parties agree that until the children are eight

(8) years of age, Mother may come to Memphis to enjoy weekend parenting time with the children for three (3) weekends of Father's summer parenting time, starting Saturday morning and ending Sunday evening. Mother shall be responsible for the costs associated with her summer visits with the children. The summer parenting schedule shall supersede the holiday parenting schedule.

Is written notice required? No. .

H. TRANSPORTATION ARRANGEMENTS

The parties shall meet at a location halfway between their current homes to exchange the children. Said location shall be a Starbucks, McDonalds, or a similar mutually agreeable location in which the parties can go inside and wait or play for the other party if either party arrives late or early for the parenting time.

Father and Mother agree that they shall each be responsible for one half of the transportation arrangements and costs for the minor child. These transportation costs may include, but are not limited to, airfare, hotel costs, and rental car. The parties agree to work together to keep travel costs at a minimum and to utilize cost-effective methods of transportation.

Payment of long distance transportation costs (*if applicable*): mother father both equally.

Other arrangements:

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*)

Check if applicable

Supervised parenting time shall apply during the day-to-day schedule as follows:

Place: _____.

Person or organization supervising: _____.

Responsibility for cost, if any: mother father both equally.

J. OTHER

The following special provisions apply:

The parties shall not schedule tutoring or activities for the child on the other parent's time without permission.

Each of the parties shall refrain from making derogatory remarks about the other parent, step-parent or family members in the presence or within earshot of the minor children. Further, each of the parties shall take any steps necessary to ensure that his or her family members and other third parties with whom the children are in contact refrain from making derogatory remarks about the other to the children, in their presence or within their earshot.

Both parties shall sign all authorizations necessary to ensure that both parents have equal access to all of the child's medical and insurance information. Both parties shall make certain that they provide the other party with new and current insurance cards anytime coverage changes or cards are lost.

The parents agree that as the child grows older Father shall exercise more frequent visitation for longer durations with the child.

Father may also enjoy parenting time at any other reasonable times the Father is in the town in which the minor children reside. Father shall give 48 hours' notice and the visitation should be no longer than 48 hours in duration.

During any periods of visitation, after the children reach the age of 12 years, or the age allowed by the airliner, whichever occurs first, the children may travel by commercial airliner, provided:

The Father shall pay all air fares for the transportation of said children. The flights shall be either non-stop or direct and no change of planes will be involved until the children reach the age of 12 years.

All travel arrangements shall be made by the Father.

The Father shall notify the Mother not less than ten (10) days of the date of visitation, of the date, time, airline and flight number of the proposed carrier.

The Father shall send to the Mother the round trip airline tickets or shall ensure that they will be at the air terminal ready for said children at time of departure.

The Mother shall be required to deliver the said children to the nearest commercial airport offering direct flight service to the airport at which the Father will receive the children, not to be in excess of 150 miles from Mother's residence. The Mother shall also pick up said children at the termination of the periods of visitation.

The Father shall ensure that either he or the children notifies the Mother of the arrival of the children as soon as possible after the children are met by the Father.

At the end of the period of visitation, the Father shall notify the Mother of the dates, time, carrier, and flight number of the children's return. The Father shall notify the Mother twenty-four (24) hours prior to the time of departure.

On the return of the children, the Mother shall ensure that either she or the children notify the Father of the children's return.

The parties agree that Mother shall pack for the children reasonable amounts of clean outfits, undergarments, toiletry items, socks, shoes, and pajamas for the children to use during Father's parenting time. These items shall not be ripped or stained. Except for the summer parenting time, Mother shall pack no less than three (3) outfits for each of the children and no less than two (2) pairs of pajamas. For extended visits, Mother shall pack no less than six (6) outfits for each of the children and no less than three (3) pajamas for each of the children.

Father shall ensure that all items sent by the Mother are returned clean and in good condition. If any of the items sent by Mother are torn or stained during Father's parenting time, Father shall replace the item with a comparable, new item.

The parties agree that for all small future disputes both parties shall attend mediation for up to one hour. Each party shall pay ½ of the costs for this mediation. Further each party agrees that this mediation must be attended within 30 days of receiving notice via certified mail.

The parties agree that in the event that the children and the Father live in closer proximity to each other in the future, the parties agree that such closer proximity shall constitute a material change of circumstances in the children's lives such that it is in the best interests of the minor children that the parenting schedule change and Father enjoy more parenting time.

Each person shall provide the other parent with the name, address, telephone and other pertinent contact information for any person providing babysitting or childcare for the children.

Each parent shall pay one half of the children's collect tuition, books and dorm fees for a four year college degree on a cost scale commensurate with an in-State student at the University of North Carolina and only for so long as the child is a full time student maintaining a "C" or better grade point average. Neither parent shall pay in accordance with this provision more than 8 semesters (four years).

The parties agree that mother will facilitate the children and Father communicating through SKYPE whenever the Father or children requests that SKYPE be used. Mother will ensure that the SKYPE equipment and a computer

that is capable of downloading and using SKYPE software is available for use in her home at all times.

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 type="checkbox"/> mother	<input type="checkbox"/> father	<input checked="" type="checkbox"/> joint
Non-emergency health care	<input type="checkbox"/> mother	<input type="checkbox"/> father	<input checked="" type="checkbox"/> joint
Religious upbringing	<input type="checkbox"/> mother	<input type="checkbox"/> father	<input checked="" type="checkbox"/> joint
Extracurricular activities	<input type="checkbox"/> mother	<input type="checkbox"/> father	<input checked="" type="checkbox"/> joint

The parties agree that each party shall not be allowed to financially bind or commit the other party for extracurricular activities, or other activities or costs and expenses without the explicit, written agreement of the other parent. This explicit, written agreement may be revoked in writing with 30 day notice to the other parent. Further, the parties agree that both shall call or consult with the other via email before making any major decisions for a child.

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:

2.

a. The mother father shall pay to the other parent as regular child support the sum of \$0.00 weekly monthly on the 1st of the month twice per month every two weeks. The Child Support Worksheet shall be attached to this Order as an Exhibit.*

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

2. Retroactive Support: A judgment in the amount of 0.00 is hereby awarded to mother father against the child support payor representing retroactive support required under Section

1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from _____ which shall be paid (including pre/post judgment interest) at the rate of \$_____ per week month twice per month every two weeks until the judgment is paid in full.

3. Payments shall begin on the first day of the first full month following approval of this Court of this Parenting Plan.

This support shall be paid:

directly to the other parent.

to the Central Child Support Receiving Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent to the other parent at: _____.

Wage Assignment Order

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

other: _____.

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

*Child Support Worksheet can be found on DHS website at <http://www.state.tn.us/humanserv/is/incomeshares.htm> or at your local child support offices.

B. FEDERAL INCOME TAX EXEMPTION*

The mother father is the parent receiving child support. Mother shall take all deductions, exemptions and credits for the minor child.

The mother father may claim the exemptions for the child or children so long as child support payments are current by the claiming parent on January 15 of the year when the return is due. The exemptions may be claimed in: alternate years starting

 each year other: _____.

The mother father will furnish IRS Form 8332 to the parent entitled to the exemption 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:

* NOTE: The child support schedule assumptions in the guidelines (140-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

- IRS Forms W-2 and 1099 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.

The parties agree that each shall be individually responsible for any child care expenses incurred during their summer parenting time and any incurred during their holiday parenting time.

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children will be:

- maintained by the mother
- maintained by the father
- maintained by both

Father shall have final decision-making authority regarding the type of health insurance policy that covers the children.

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

Both parties shall ensure that all medical, dental and vision care providers shall have accurate and current insurance information from all insurance plans that cover the minor child at the time the service is rendered.

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 mother and father pro rata in accordance with their incomes equally, with each party paying one-half of the uncovered cost. 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.

If available through work, the mother father shall maintain optical, dental and orthodontic insurance on the minor child or children if available through his employer at a reasonable cost.

Both parties agree that if their spouse can carry the minor child on medical, dental, orthodontic, or optical insurance at a reasonable cost, the spouse of the party ordered to carry insurance may fulfill the obligation for the spouse under this Plan. Both parties shall do all possible to ensure that insurance policies are properly and fully utilized. Further, each party shall make certain that both parties have full access to insurance information, cards, EOB's etc. as though one of the parties were carrying the insurance, if said insurance obligation is fulfilled by a spouse.

E. LIFE INSURANCE *(Required for parent paying child support)*

The mother father both shall insure his/her own life in the minimum amount of \$300,000 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the following as sole irrevocable primary beneficiary of \$300,000 of said policy: the other parent, as trustee for the benefit of the 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 father. This 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 PARENT'S 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 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

APPROVED FOR ENTRY:

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

COURT COSTS (If applicable)

Court costs, if any, are taxed as follows: against Mother

_____.

It is so ORDERED this the _____ day of _____, 2012.

Judge or Chancellor