





**E. SCHEDULE OF HOLIDAYS/SPECIAL OCCASIONS**

Beginning in the year \_\_\_\_\_, the child(ren) will celebrate and share the following with their parents:

	With mother (even, odd or every)	With father (even, odd or every)
Martin Luther King Day	_____	_____
Presidents' Day	_____	_____
Easter	_____	_____
Passover	_____	_____
Mother's Day	_____	_____
Father's Day	_____	_____
July 4th	_____	_____
Labor Day	_____	_____
Veterans' Day	_____	_____
Thanksgiving Day & Friday	_____	_____
Birthdays of child(ren)	_____	_____
Other:	_____	_____
Other:	_____	_____

For purposes of this parenting plan, a holiday shall begin and end as follows:

\_\_\_\_\_  
\_\_\_\_\_

Holidays which fall on a Friday or a Monday shall include Saturday and Sunday.

Other:

\_\_\_\_\_

**F. TRANSPORTATION ARRANGEMENTS**

Transportation arrangements for the child(ren) between parents shall be as follows:

\_\_\_\_\_  
\_\_\_\_\_

Transportation costs: [If Applicable]:

\_\_\_\_\_  
\_\_\_\_\_

**G. OTHER**

The following special provisions apply to the schedules or residential

considerations of the child(ren):

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**H. EXCHANGES**

All exchanges shall take place within a \_\_\_\_\_-minute window. (E.g., for a fifteen-minute window and a 6:00 pm exchange, the exchange takes place between 6:00 and 6:15 pm.)

**II. DECISION MAKING**

**A. DAY TO DAY DECISIONS**

Each parent shall make decisions regarding the day-to-day care and control of each child while the child is residing with that parent. Regardless of the allocation of decision making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the children.

**B. MAJOR DECISIONS\***

Major decisions regarding each child shall be made as follows:

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

\*If parents wish to include a detailed list of all decisions they wish to make concerning the activities of the children, they may attach a separate sheet.

**C. PRIVATE SCHOOL AND COLLEGE:\***

Does not apply

The parties agree as follows regarding private school [elementary and high school] and college or vocational training after high school:

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\*If parents wish to include a detailed list of the plans for special or private schooling, they may attach a separate sheet.

**D. CHILD NURTURE  
NO NEGATIVE STATEMENTS ABOUT THE OTHER PARENT**

Mother and father will behave with respect to each other and the child(ren) so as to provide a loving, stable, consistent, and nurturing relationship with the child(ren) even though they, themselves, are being divorced. Mother and father agree they will not speak badly of each other or the members of the family of the other parent. They will encourage the child to continue to love the other parent and be comfortable in both new families.

**E. TOBACCO SMOKE**

Both parents recognize the dangers of second-hand, or passive, smoke. Neither parent will expose the child(ren) to tobacco smoke in enclosed spaces, or allow others to do so. There will be no smoking indoors or in vehicles with the child(ren) present. Neither parent will allow the child(ren) to be in the presence of others who expose them to smoke. Each parent will keep the air in his/her home clean, in all rooms and on all floors of the house. Each parent agree that if these rules are not followed, it will be strong evidence that the exposing parent does not take good care of the child(ren).

**III. FINANCIAL SUPPORT FOR CHILD(REN)**

**A. CHILD SUPPORT PER TENNESSEE GUIDELINES OR DEVIATIONS\***

The mother  the father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of \$\_\_\_\_\_  per week,  per month,  twice per month (semi-monthly), or  every two weeks (bi-weekly), plus \$\_\_\_\_\_ as 5% clerk's fee [if applicable] for a total amount of \$\_\_\_\_\_, beginning the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Deviations:

\_\_\_\_\_  
\_\_\_\_\_

This support shall be paid:

Directly to the other parent.

To the Central Child Support Receiving Unit, P. O. Box 305200, Nashville, TN 37229, and sent to the other parent.

Address: \_\_\_\_\_

- Direct deposit to the other parent at \_\_\_\_\_ Bank.
- By wage assignment (attach order of wage assignment)

The parties affirmatively acknowledge that Court approval must be obtained before child support can be reduced or modified, unless such payments are automatically reduced or terminated under the terms of the Parenting Plan.

\* Attach sworn statement of income if this plan is proposed by one parent only.

**B. TAX DEDUCTION**

The  mother  father shall receive the tax deduction for the child(ren), so long as the child support is current on the 15th day of January of each year,

in alternate years starting \_\_\_\_\_

every year

other: \_\_\_\_\_

**C. TAX RETURN NOTICE**

The parent(s) paying child support shall send to the other parent by or before April 15 of every year (or August 15, if an extension is sought), a copy of their respective W-2(s), 1099(s), and first two pages of his/her tax return.

**D. HEALTH INSURANCE**

The  mother  father will maintain medical/hospital insurance on the minor child(ren) and he/she shall provide proof of continuing coverage annually.

Uncovered medical expenses, which include deductibles or co-payments, eyeglasses, contact lenses, and routine annual physicals, will be paid by the  mother  father or  will be divided equally by the parties.

Other: \_\_\_\_\_

(This may also include a provision for counseling.)

After insurance has paid its portion, the parent receiving the bill will send the bill to the other parent within ten days. The other parent will pay his/her share within thirty days of receipt of the bill.

**E. LIFE INSURANCE**

The father shall insure his own life in the minimum amount of \$\_\_\_\_\_, whole or term.

The mother shall insure her own life in the minimum amount of \$\_\_\_\_\_, whole or term.

The policy(ies) shall name  the other parent  \_\_\_\_\_ as trustee of the funds to serve without bond or accounting, as beneficiary for the support of the children.

Other provisions as to life insurance: \_\_\_\_\_

**F. DENTAL/ORTHODONTIC CARE**

If available to either parent through his/her work,  the mother  the father will maintain dental/orthodontic care on the minor child(ren). Uncovered dental/orthodontic expenses will be paid by  the mother  the father  divided equally by the parties.

**IV. DESIGNATION SOLELY FOR STATE AND FEDERAL STATUTES**

The children named in this parenting plan are scheduled to reside the majority of the time

- with the mother,
- with the father,

as primary residential parent. This parent is so designated only for purposes of any state and federal statutes which require a designation or determination of parental responsibility. If the parents are joint decision makers as listed in Section II, for purposes of obtaining health insurance they shall be considered joint custodians. THIS DESIGNATION SHALL NOT AFFECT EITHER PARENT'S RIGHTS AND RESPONSIBILITIES UNDER THIS PARENTING PLAN.

**V. DISAGREEMENTS ABOUT JOINT DECISIONS OR MODIFICATIONS OF PLAN**

Should a disagreement arise under this Parenting Plan, or should the parties wish to modify the plan, the parties shall make a good faith effort to resolve the issue first through an alternative dispute resolution process, before returning to court.

Unless a limiting factor listed in T.C.A. §36-6-406 precludes an alternative dispute resolution process prior to court action, or an emergency court action is necessary to protect the welfare of the child(ren) or a parent, the parents agree to the following dispute resolution method:

Disputes between the parents, other than child support disputes, shall be

submitted to:

- Mediation by Rule 31 mediator
- Arbitration by arbitrator selected by parents or the court
- Settlement conference with a TRCP 53 special master, or with a judge not presiding in the parents case.

The cost of this process  shall be borne by the parties equally, or as they may otherwise agree,  will be set by the Court in the ratio of the incomes. The out-of-court process shall be commenced by notifying the other party and the Court by certified mail.

In the dispute resolution process:

- (a) Preference shall be given to carrying out this Parenting Plan.
- (b) The parents shall use the designated process to resolve disputes relating to implementation of the plan.
- (c) A written record shall be prepared of any agreement reached in the mediation, arbitration or settlement conference and shall be provided to each party to be drafted into a consent order of modification.
- (d) If the court finds that a parent willfully failed to appear at a scheduled dispute resolution process without good reason, the court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

## VI. STANDARD PARENTING ORDERS

Pursuant to *Tennessee Code Annotated* § 36-6-101(a), both parents are entitled to the following rights:

1. To unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;
2. To send mail to the child which the other parent shall not open and will not censor;
3. To receive notice and relevant information as soon as practical (but within 24 hours) in the event of hospitalization, major illness, or death of the child;
4. To receive directly from the school, upon written request which includes a current mailing address, and upon payment of reasonable costs of duplicating, copies of the child's report cards, attendance records, names of teachers, class schedules, standardized test scores, and any other records customarily made available to parents.
5. Unless otherwise provided by law, 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 such treatment or health

care, upon written request which contains a current mailing address and upon payment of reasonable costs of duplication; provided, that 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. To be free of derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child.
7. To be given at least forty-eight (48) hours notice, whenever possible, of all extra curricular activities, and the opportunity to participate or observe, including, but not limited to, the following:
  - (i) School activities;
  - (ii) Athletic activities;
  - (iii) Church activities; and
  - (iv) Other activities as to which parental participation or observation would be appropriate.
8. 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. Access and participation in education, including the right of access to the minor child or children for lunch and other activities, on the same basis that is provided to all parents, provided the participation or access is reasonable and does not interfere with day-to-day operations or with the child's educational performance.

**VII. SIGNATURE OF PARTY[IES] FOR PROPOSED OR AGREED FINAL PARENTING PLAN**

I hereby make oath that this plan has been proposed in good faith and that it is in the best interests of the children:

\_\_\_\_\_  
Mother

\_\_\_\_\_  
Date and place of signature

\_\_\_\_\_  
Father

\_\_\_\_\_  
Date and place of signature

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_ OF \_\_\_\_\_, 20\_\_:

\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES: \_\_\_\_\_, 20\_\_.

**ORDER OF THE COURT**

It is ORDERED, ADJUDGED AND DECREED that the Parenting Plan set forth above is adopted and approved as an order of this court.

Dated: \_\_\_\_\_

Judge: \_\_\_\_\_

**Presented by Counsel:**

<b>Signature</b>	<b>BPR #</b>	<b>Signature</b>	<b>BPR #</b>
<b>Name</b>	_____	<b>Name</b>	_____
<b>Address</b>	_____	<b>Address</b>	_____
	_____		_____
<b>Phone</b>	_____	<b>Phone</b>	_____

**Address of Mother**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Address of Father**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dates of Tenn. Code Ann. §36-6-408 parenting classes attended:**

\_\_\_\_\_

**Dates of Tenn. Code Ann. §36-6-408 parenting classes attended:**

\_\_\_\_\_

**Mother's certificate of successful completion of parenting classes was filed with this Clerk's office on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:**

**Father's certificate of successful completion of parenting classes was filed with this Clerk's office on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:**

\_\_\_\_\_  
**Deputy Clerk**

\_\_\_\_\_  
**Deputy Clerk**

**[If applicable] Mediation services provided by:**

\_\_\_\_\_