

IN THE _____ COURT OF _____ COUNTY TENNESSEE

_____)	
)	
Plaintiff/Petitioner)	Docket No. _____
)	
v.)	<input type="checkbox"/> Proposed Plan by <input type="checkbox"/> Mother <input type="checkbox"/> Father
)	OR
_____)	<input type="checkbox"/> Agreed Plan
Defendant/Respondent)	

PERMANENT PARENTING PLAN

This Permanent Parenting Plan respect to the parenting of their children is presented by _____ (hereinafter referred to as "Mother") and _____ (hereinafter referred to as "Father").

This plan is proposed by: _____

This plan has been reached by Agreement Mediation Other ADR by Court hearing on _____, 20__.

This parenting plan applies to the following children:

Name	Birthdate
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

1. SCHEDULES

1.1 AGREEMENT OR DISAGREEMENT TO A RESIDENTIAL SCHEDULE.

The parties have been unable to agree, and the residential provisions are submitted to the Court for decision.

The parties have agreed to the following residential schedule:

1.2 PRE-SCHOOL SCHEDULE.

There are _____ [number] children of preschool age.

Prior to enrollment in school, there are special education needs of _____ [name(s) of child(ren)] which will be addressed as follows: _____

Prior to enrollment in school, the child(ren) will reside with Mother Father, except for the following days and times when the child(ren) will reside or be with the other parent:

From: _____ [Day/Time] To: _____ [Day/Time]

every week every other week the first and third week of the month the second and fourth week of the month other: _____

And from: _____ [Day/Time] To: _____ [Day/Time]

every week every other week the first and third week of the month the second and fourth week of the month other: _____

1.3 SCHOOL SCHEDULE.

1.3.1 Upon enrollment in school, the child(ren) will reside with Mother Father, except for the following days and times when the child(ren) will reside or be with the other parent:

From: _____ [Day/Time] To: _____ [Day/Time]

every week every other week the first and third week of the month the second and fourth week of the month other: _____

And from: _____ [Day/Time] To: _____ [Day/Time]

every week every other week the first and third week of the month the second and fourth week of the month other: _____

1.3.2 This school schedule will start when each child begins kindergarten first grade other: _____

1.4 SCHEDULE FOR WINTER/CHRISTMAS VACATION. The child(ren) will reside with Mother Father during the winter vacation, except for the following days and times when the child(ren) will reside or be with the other parent as follows: _____

1.5 SCHEDULE FOR SPRING VACATION. The child(ren) will reside with Mother Father during the spring vacation, except for the following days and times when the child(ren) will reside or be with the other parent as follows: _____

1.6 SUMMER SCHEDULE. Upon completion of the school year, the child(ren) will reside with as follows: _____

except for the following days and times when the child(ren) will reside with or be with other persons or the other parent:

same as school year schedule one week every month Two weeks every month One month beginning _____ [] _____ weeks, starting _____

_____ [] Summer camp beginning _____

_____ [] Summer sports programs will be

honored, and they begin _____ and end _____ [] Other: _____

1.7 SCHEDULE FOR HOLIDAYS. The residential schedule for the child(ren) for the holidays is:

- New Year's Day [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- Martin Luther King Day [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- Presidents' Day [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- Easter [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- Passover [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- Memorial Day [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- Mother's Day [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- Father's Day [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- July 4th [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- Labor Day [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- Veteran's Day [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- Thanksgiving Day [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- Christmas Eve [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- Christmas Day [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- Hanukkah [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- Birthdays [] Mother [] Father [] Odd Years [] Even Years [] Every Year
- Other Special [] Mother [] Father [] Odd Years [] Even Years [] Every Year

For purposes of this parenting plan, a holiday will begin and end as follows: _____
_____ [set forth times]

Note: Holidays which fall on a Friday or Monday will include Saturday and Sunday.

1.8 RESIDENTIAL TIME RESTRICTIONS.

- [] Do not apply **OR** [] The residential time of the [] mother [] father with the child(ren) will be restricted because of:
 - [] physical abuse, sexual abuse, or a pattern of emotional abuse;
 - [] a history of acts of domestic violence or an assault or sexual assault which has caused grievous bodily harm or the fear of such harm;
 - [] neglect or substantial non-performance of parenting functions;
 - [] a long-term emotional or physical impairment which interferes with the performance of parenting functions;
 - [] absence of or substantial impairment of emotional ties between the child and the parent;
 - [] abusive use of conflict by the parent which creates the danger of serious damage to a child's psychological development;
 - [] withholding from the other parent access to a child for protracted period without good cause as follows: _____

- [] These restrictions are to remain [] permanently OR [] until _____

1.9 TRANSPORTATION ARRANGEMENTS. Transportation arrangements for the child(ren) between the parents will be as follows: _____

The costs of transportation shall be [] paid equally **OR** [] paid by [] Mother [] Father.

1.10 OTHER PROVISIONS. The following special provisions apply to the schedules or residence considerations of the child(ren): _____

2. DECISION MAKING

2.1 DAY-TO-DAY DECISIONS. Each parent will 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 the parenting plan, either parent may make emergency decisions affecting the health and safety of the child(ren).

2.2 MAJOR DECISIONS. Major decisions regarding each child will be made as follows:

2.2.1 SPECIAL EDUCATION. The following provision is made with respect to the child(ren) and any special or private schooling upon which the mother and father may agree: _____

2.2.2 SCHOOLS TO BE ATTENDED. The child(ren) are in the following grades and schools:

Child 1.	_____	_____	_____
	[Child's name]	[Grade]	[School]
Child 2.	_____	_____	_____
	[Child's name]	[Grade]	[School]
Child 3.	_____	_____	_____
	[Child's name]	[Grade]	[School]
Child 4.	_____	_____	_____
	[Child's name]	[Grade]	[School]

Child 1 will continue to attend _____ [elementary school] until the ___ grade, at which time **Child 1** will then attend _____ [middle school] and _____ [high school] in the feeder system of _____ [elementary school], since it is recognized that most of **Child 1's** classmates will also do so.

Child 2 will continue to attend _____ [elementary school] until the ___ grade, at which time **Child 2** will then attend _____ [middle school] and _____ [high school] in the feeder system of _____ [elementary school], since it is recognized that most of **Child 2's** classmates will also do so.

Child 3 will continue to attend _____ [elementary school] until the ___ grade, at which time **Child 3** will then attend _____ [middle school] and _____ [high school] in the feeder system of _____ [elementary school], since it is recognized that most of **Child 3's** classmates will also do so.

Child 4 will continue to attend _____ [elementary school] until the ___ grade, at which time **Child 4** will then attend _____ [middle school] and _____ [high school] in the feeder system of _____ [elementary school], since it is recognized that most of **Child 4's** classmates will also do so.

In the event [] Mother [] Father moves from the neighborhood of the feeder system in which the child(ren) presently are educated, then the child(ren) will be enrolled in the Middle School and High School of the public school feeder system for that neighborhood. [] Mother [] Father moves will consult with [] Mother [] Father moves as soon as possible after any such decision is considered but in any event at least ninety (90) days before any such decision to move is to be implemented. Upon graduation from High School, Mother and Father will consult with respect to the college education of the children. In the event that either parent will desire that the children attend college and if the other parent is not willing to contribute to the expense of college education, then the parent desiring the college education will have the decision making authority with respect thereto. In the event that both parents contribute to the college education, then decisions with respect

to that education will be shared, and the parents will consult on all major aspects of that education. Education decisions not covered herein will be made by Mother Father moves after consultation.

2.2.3 EXTRACURRICULAR ACTIVITIES. Both parents have encouraged the child(ren) to engage in extracurricular activities, and to that end they are willing to share in the expense of, and will jointly consult with respect to, the following (narrow the list as appropriate): _____

To the extent that one parent is not willing to participate in the funding of any extracurricular activity, then the other parent will have the sole decision-making authority with respect to that activity, and the non-contributing parent will not object. There will be no comment made with respect to financial non-contribution of one parent in the provision of extracurricular activities by the other. Neither parent will engage in the provision of extracurricular activities for the child(ren) which will result in the exclusion, whether intentional or unintentional, of the other. As the child(ren) enter teenage years, the child(ren) will be permitted to attend social functions sponsored by their school or church as well as private parties, provided both parents are satisfied that alcohol and drugs are not available at those functions. Both parents will consult with respect to any such function and will, where possible, reach a joint decision on whether the child(ren) may attend. In the event that there is any disagreement with respect to the attendance at such a function or if there is an extracurricular matter not covered hereunder, Mother Father will make the decision.

2.2.4 RELIGIOUS UPBRINGING. The child(ren) will attend _____ [place of worship], and the parents will continue, where possible, to attend with the child(ren). Before any change in the religious affiliation of the child(ren), the parents will consult in advance and attempt to reach an agreement with respect to any such change. In the event the parents are unable to agree with respect to religious upbringing, Mother Father will make the decision.

2.2.5 MISCELLANEOUS. The parents will consult regarding providing a vehicle to any child after the child's 16th birthday. If the parents are unable to reach an agreement as to the type or cost of any vehicle Mother Father will make the decision.

2.3 GENERAL PRINCIPLES. Mother and Father make the following agreement and allocation with respect to their parenting responsibilities.

2.3.1 CHILD NURTURE. Mother and Father will conduct themselves 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. To that end they will not speak derogatorily of each other or the members of the family of the other, will not cause the child(ren) to be drawn into any dispute regarding decisions affecting the child(ren) and will not attempt to curry favor with the child(ren) to the detriment of the other.

2.3.2 DAILY NEEDS. When each child is in the care of a parent, that parent will insure the child will be properly groomed, fed and clothed. The child will be given proper physical, health and day care (if both parents work and the child is less than 12 years old).

2.3.3 INTERPERSONAL RELATIONSHIPS. Both Father and Mother will encourage and foster relationships of each child with other children, family members and, where appropriate, secular members to insure each child has a well-rounded upbringing. In addition, the parents will expose each child as to many of the following activities as they can:

[athletic, artistic, reading, etc., be as specific as possible to avoid future dispute over the activities the parents believe are appropriate].

2.4 RESTRICTIONS IN DECISION MAKING.

[] Does not apply OR [] Sole decision making will be made by [] Mother [] Father for the following reasons:

- [] limitation on other parent's decision-making authority mandated by T.C.A. §36-6-406;
- [] both parents are opposed to mutual decision making;
- [] one parent is opposed to mutual decision making, and such opposition is reasonably based upon the following criteria:
 - [] the existence of a limitation under T.C.A. §36-6-406;
 - [] the history of participation of each parent in decision making in each of the areas of T.C.A. §36-6-106;
 - [] whether the parents have demonstrated ability and desire to cooperate with one another in decision making in each of the areas in T.C.A. §36-6-106; and
 - [] the parents' geographic proximity to one another, to the extent that it affects their ability to make timely mutual decisions.

[] These restrictions are to remain [] permanently OR [] until _____

2.5 OTHER PROVISIONS. The following special provisions apply to decision making: _____

3. SUPPORT

3.1 FINANCIAL SUPPORT.

[] Mother [] Father, "Obligor Spouse", will pay child support for the _____ [number] of minor child(ren) in accordance with the Tennessee Child Support Guidelines in the amount of \$_____ per_____. The support will be paid every other week to [] Mother [] Father, "Obligee Spouse". [] A wage assignment will issue (by separate order to be presented by counsel) to the employer of Obligor Spouse:_____

Employer is to deduct the amount of support as noted above plus a five percent (5%) fee and send the total amount of \$_____ to: Central Child Support Receipting Unit, P.O. Box 305200, Nashville, TN 37229.

Obligor Spouse will submit annually an income report to Obligee Spouse which report will be as set forth in APPENDIX A hereto.

[] Other provisions not covered above regarding financial support are:_____

3.2 TAX EXEMPTION.

Mother will receive the tax exemption for the following child(ren): _____

Father will receive the tax exemption for the following child(ren): _____

Other: _____

Each party will provide to the other, on or before April 15 of every year, a copy of their respective W-2 form or a copy of the first page of their tax return. Where a copy of the first page of the return is to be provided, that copy may be provided on or before August 15 if an extension is sought, in which case a copy of the request for extension will be furnished on or before April 15 of each year.

3.3 HEALTH INSURANCE. Mother Father will maintain medical/hospital insurance on the minor child(ren), and proof of continuing coverage will be furnished by February 15 of each year. Uncovered medicals, including deductibles, if any, will be either borne by Mother Father, or divided equally between the parties, or other: _____

3.4 DENTAL INSURANCE. Mother Father will maintain dental/orthodontics insurance on the minor child(ren), and proof of continuing coverage will be furnished by February 15 of each year. Uncovered medicals, including deductibles, if any, will be either borne by Mother Father, or divided equally between the parties, or other: _____

3.5 LIFE INSURANCE. Mother Father will maintain life insurance in the minimum amount of \$_____, whole life or term, which may not decrease in face amount during the minority of any child. The policy will name the minor child(ren) as primary beneficiaries and proof of continuing coverage will be furnished by February 15th of each year. The insured shall also designate Mother Father Other _____ as guardian over these funds for the benefit of the child(ren). The choice of secondary beneficiaries will be left to the owner of the policy, and if the type of policy chosen is whole life, the owner may retain control of the investment portion of the policy.

Other Provisions regarding life insurance: _____

3.6 OTHER PROVISIONS. The following special provisions apply to support:

4. DISPUTE RESOLUTION

4.1 DESIGNATION OF THE PROCESS

Except for those involving child support, disputes arising between the parties will be resolved by:

counseling by _____, or

mediation by _____, or

arbitration by _____, or
 the Court.

The cost of these dispute resolution processes will be allocated by between the parties as follows:

- Mother _____% Father _____%;
- Based upon each party's proportional share of income;
- As determined in the dispute resolution process.

The dispute resolution process will be commenced by notifying the other party by written request OR certified mail OR other: _____

- 4.2** In the dispute resolution process, preference will be given to carrying out the parenting plan.
- 4.3** Unless an emergency exists, the parents will use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.
- 4.4** A written record of any agreement reached between the parties will be provided to the parties and submitted to the Court, where necessary, for a Consent Order of Modification.
- 4.5** If the Court finds a parent has misused or frustrated the dispute resolution process, the Court will award attorney fees and financial sanctions to the non-abusing party.
- 4.6** The parties have the right of review from the dispute resolution process to the Court.
- 4.7** No dispute resolution process, except Court action, will be required if a limiting factor under TCA §36-60612 applies or one parent is unable to afford the cost of the proposed dispute resolution process.

5. STANDARD RIGHTS

The following are the rights of a parent where a child is not in the care of that parent, unless those rights are denied in whole or in part by the Court upon a showing that such denial is in the best interests of the child.

- 5.1** The right to unimpeded telephone conversations with each child at least twice a week at reasonable times and for reasonable duration.
- 5.2** The right to send mail to each child which the other parent will not open or censor.
- 5.3** 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 each child.
- 5.4** The right to receive directly from each child's school upon written request which includes a current mailing address and upon payment of reasonable costs of duplication, copies of each child's report card, attendance records, names of teachers, class schedules, standardized test scores and any other records customarily made available to parents.
- 5.5** The right to receive, directly from each child's physician and other health care providers, copies of each child's medical records, provided that a written request has been made to the provider with a current mailing address and payment for the reasonable cost of duplicating and mailing the records.
- 5.6** The right to be free of unwarranted derogatory remarks made about the parent or the parent's family by the other parent to or in the presence of the child.

6. CUSTODIAL PARENT

Primary residence for purpose of Uniform Child Custody Jurisdiction Act, T.C.A. §36-6-201, *et seq.* is with:

_____ Mother Father
[child's name] [child's DOB]

----- [] Mother [] Father
[child's name] [child's DOB]

----- [] Mother [] Father
[child's name] [child's DOB]

----- [] Mother [] Father
[child's name] [child's DOB]

The designation does not affect either parent's rights and responsibilities under this parenting plan.

7. DECLARATION

We each make the following declaration in submitting this plan: *UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF TENNESSEE, I DECLARE THAT THIS PLAN HAS BEEN PROPOSED IN GOOD FAITH AND IS IN THE BEST INTEREST OF THE CHILD(REN) AND THAT THE STATEMENTS HEREIN ARE TRUE AND CORRECT.*

[Mother]

[Date & Place Signed]

[Father]

[Date & Place Signed]