



OWEN LAW FIRM

James R. Owen, Attorney

550 West Main Street, Suite 950
Knoxville, TN 37902
865-440-6345

INSTRUCTIONS FOR COMPLETING AGREED DIVORCE DOCUMENTS

THE MOST COMMON REASON FOR DELAY IS INCOMPLETE FORMS.

Return questionnaire to:

James R. Owen
550 West Main Street, Suite 950
Knoxville, TN 37902

Please include the following information:

1. COMPLETED questionnaire, by both parties
All the information on page one is mandatory
Please include all vehicles, even if they were purchased before the marriage
Please include all debt including credit cards, loans, etc.
Household bills (such as utility bills) and medical bills are not necessary
2. COMPLETED parenting plan
Please fill out as completely as possible
Exclude the No. of days, income, and child support, they will be calculated according to statute in our office
3. Current typical pay stub from each party
4. Day care receipt or health care receipt, if applicable
5. Signed Engagement Agreement
6. Attorney's fee (\$700), payable to Owen Law Firm

Please make separate check to:

Knox Co. 4th Circuit Court in the amount of \$314.75 for court costs

****** If you pay with a credit/debit card you will be charged a 3% fee******

If you have questions, please contact Jody Smith- Paralegal at 865-440-6345.

Thank you!



Contact Number: (865) 440-6345 or Email: Jody.knoxdwi@gmail.com

Engagement Agreement

Representation does not begin until the engagement agreement is signed by both the client and Mr. Owen and the fee has been received.

Scope of Representation

Our office will represent you in an uncontested divorce. Representation includes preparation and filing the following documents as part of our fee: a Complaint for Divorce, an Answer, a Defendant's Affidavit, a Marital Dissolution Agreement, a Parenting Plan and Child Support Worksheet (if applicable), and a Final Judgment of Divorce. Our representation in court is limited to one appearance before the Fourth Circuit Court in order to finalize the divorce.

Our work will **not include** the preparation of quitclaim or other property transfer documents, powers of attorney, or any other documents other than those specified above; any other appearances in court other than that specified above; any appearances, documents or pleadings required due to pregnancy; any representation of a contested matter no matter how insignificant the disagreement; any appeals; or any other litigation or any other representation.

Fee Agreement

The attorney fee for an uncontested divorce *without* minor children consists of a one-time-only, ***non-refundable***, fee for our services of \$450.00. The attorney fee for an uncontested divorce with minor children consists of a one-time-only, ***non-refundable***, fee for our services of \$700.00. Any changes after the initial documents are prepared will require a minimum additional fee of \$50.00 per change and if you decide not to complete the divorce, in addition to forfeiting the non-refundable fee, there will be an additional \$50.00 charge to prepare and file an Order of Dismissal on your behalf.

By initialing here I agree that I have been advised that, and agree unconditionally that, once Mr. Owen accepts representation, because the preliminary information gathering and document preparation phase of my representation comprises the overwhelming majority of the services to be rendered, his fee is nonrefundable whether or not: (a) I chose to complete the divorce, (b) Mr. Owen terminates representation for cause or (c) I chose to terminate the action or Mr. Owen's representation for any reason.

The above fee does not include any out-of-pocket costs. You understand that you are solely responsible for all costs and expenses in the matter including, but not limited to, the court filing fee of \$314.75 for a "with kids" divorce and the court filing fee of \$239.75 for a "no kids" uncontested divorce and any other court costs. Usually the cost payment will cover all court costs; however, ***you should note that you are responsible for any remaining court costs that are incurred above and beyond the initial court cost.*** The court filing fee is due before the documents are filed with the Court and is refundable unless the case has been filed with the court. You are also responsible for the cost of parenting classes (if applicable).

Course of the Matter

Generally, matters of this type have several stages consisting of the client filling out the agreed divorce questionnaire, our office preparing and filing the legal documents once the questionnaire is received complete, clients attend required parenting classes (if applicable), and a lawyer from our office represents you in court to finalize the agreed divorce. ***By law, agreed divorce actions not involving children require, by statute, at least a sixty (60) day waiting period from the filing date and agreed divorce actions involving children require at least a waiting period of ninety (90) days from the filing date.*** You should note that these estimated time frames depend upon factors not always within our office's control such as the Court's docket, delays in receiving completed and

correct information from the client, and any delays in the successful completion of parenting classes by both the husband and wife (if applicable). *Also, please note that the court has the sole right to determine its schedule and may reschedule your court date at any time should their calendar require it.*

Property Transfers

Our representation does not include the drafting of legal documents necessary to transfer personal or real property between the parties. Persons with property requiring the preparation of a warranty deed, quitclaim or transfer of title agreement will need to consult with an attorney who practices in the area of property transfers.

No Joint Representation

In this representation, we must and will represent only one of the parties. If both parties wish to be represented by counsel you will have to seek and retain other attorneys.

Your Rights

We want you to be well informed about your legal matter. Therefore, we will send you copies of all correspondence, pleadings, document drafts, etc., that we send and receive. Because we have other clients and other matters, we cannot always be available when you call but our office policy is to try to answer all telephone calls on the same day.

If at any time you become dissatisfied with our handling of this matter, you should not hesitate to inform our office immediately so we can discuss and resolve the problem. It is essential to your representation that we maintain a good relationship throughout your matter.

Your Responsibilities

First, and foremost, being able to contact a client is essential to effective and efficient representation. So that we may maintain continuous contact with you throughout the representation, please notify us *immediately* if there are any changes in your address or telephone number. *Failure to update contact information is the number one reason for excessive delays in finalizing a divorce and termination of representation.*

To achieve the best possible representation, you will need to cooperate with us fully and provide us with all the information we need to assist you. You will need to provide us with the following specific information and documents: a completed questionnaire and a signed engagement agreement. Also, if minor children are involved you will need to complete and/or forward to us: a completed parenting plan, your most recent pay check stub from both parties, any receipts for child care or health insurance, and a certificate of attendance from a Fourth Circuit court approved parenting class.

You also understand and acknowledge that it is expected that you honor this agreement as outlined above and that your failure to do so could lead to legal action to enforce payment and/or our withdraw from your case. *If legal action is necessary to enforce any part of this agreement, you acknowledge that you are fully responsible for all resulting court costs and for reasonable attorney's fees.*

Termination of Agreement

You may terminate our representation at any time. We may terminate this representation only as permitted or required by this agreement, the law and/or regulations, and/or as the Code of Professional Conduct requires or permits.

[] *By initialing here I acknowledge, and unconditionally agree, that James R. Owen's representation is strictly conditioned upon my divorce being an uncontested, agreed, matter between the parties. Mr. Owen may withdraw from representation if I and/or my spouse have a disagreement about any material term or provision involved in the divorce and/or the matter becomes contested in any material way. I understand that the inability to contact the other party to reasonably obtain consent, signatures or attendance at hearings constitutes a contested matter for purposes of this agreement.*

[] *By initialing here I acknowledge, and unconditionally agree, that James R. Owen may*

withdraw from representation for any material failure to cooperate on my part. This includes, but is not limited to, failing to provide required information or providing false information, failing to provide updated contact information when I move or change telephone numbers, failure to respond to communications from his office, failure to attend and complete parenting classes within the 90 day period if required, filing other legal actions without consultation or notice to his office, making contacts with other parties or the court without his knowledge, and/or failure to abide by fee payment agreements.

[] By initialing here I acknowledge that I am under a continuing legal obligation to report to James Owen and the court if I or my spouse becomes pregnant at any time after Mr. Owen accepts representation and I further acknowledge, and unconditionally agree, that because a pregnancy will result in the necessity of amending most if not all filings and pleadings; filing additional documents; as well as possibly requiring additional court appearances for which I have not paid for or agreed to, James R. Owen may withdraw from representation should I or my spouse become pregnant at any time before or during the pendency of the divorce proceedings.

If the above terms are acceptable, please sign this engagement agreement. Mr. Owen accepts cash payments of fees. However, if you pay the fees by check, money order or cashier's check, please make it payable to "James R. Owen" in the amount of \$450.00 for agreed divorces with no children, or \$700 with children. The Court Filing fee is due when we receive your notarized, signed documents. Mr. Owen does accept cash for payment of court fees. Make your money order or check payable to "Knox County Fourth Circuit Court" instead. **DO NOT MAKE OUT THE PAYMENT OF COURT FEES TO MR. OWEN.**

Our work will begin when this engagement agreement has been signed by both the client and the attorney and the full attorney fee has been paid by the client. Our office looks forward to working with you.

Client Signature: _____

Date: _____



OWEN LAW FIRM

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AGREED DIVORCE QUESTIONNAIRE

We are Representing? WIFE HUSBAND

Wife's Information

Name: _____

(No Nicknames, please include middle name)

Wish to return to using Maiden Name? _____ Full Maiden Name: _____

Phone Numbers: Home: _____ Cell: _____

OK to leave message? ___ Yes ___ No

Email address: _____

Street address: _____

City, State and Zip: _____

County: _____ Lived in than county 6 months or longer? ___ Yes ___ No

Birthplace (City, State): _____

Date of Birth: _____

Race: _____

No. of Previous Marriages: _____ How ended: divorce/deceased? _____

Social Security Number: _____

Employer: _____

Responsible for court costs? ___ Yes ___ No

Covered under Spouse's
Health Insurance? ___ Yes ___ No

Enlisted in the military? ___ Yes ___ No

Husband's Information

Name: _____

(No Nicknames, please include middle name)

Phone Numbers: Home: _____ Cell: _____

OK to leave message? Yes No

Email address: _____

Street address: _____

City, State and Zip: _____

County: _____ Lived in than county 6 months or longer? Yes No

Birthplace (City, State): _____

Date of Birth: _____

Race: _____

No. of Previous Marriages: _____ How ended: divorce/deceased? _____

Social Security Number: _____

Employer: _____

Responsible for court costs? Yes No

Covered under Spouse's Health Insurance? Yes No

Enlisted in the military? Yes No

MARRIAGE

Date of Marriage: _____ Date Decided on Divorce: _____

County/State of Marriage: _____ County/State of Separation: _____

LEGAL PROCEEDINGS

Have you filed for divorce within the last six months in this or any other county or state? _____

Have you, your spouse or a child ever been involved in a child support or custody action? _____

Have you filed bankruptcy within the last 90 days or will you file a bankruptcy within 90 days? _____

Have you been a party to, or subject of, any court action, litigation or court order within the last year? _____

Explain: _____

CHILDREN BORN AT ANY TIME DURING THE MARRIAGE REGARDLESS OF FATHER:

(List ALL children, regardless of legitimate or illegitimate, legal status, or actual parentage)

Currently Pregnant? _____

NAME	Date of Birth	SS#	In your custody?	
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

PROPERTY

*Please indicate ALL titleable property below, even if it was bought before the marriage or after the separation.
(Do Not List Items Held In The Name Of A Third Person.)*

House #1 Address: _____

Currently on the property title: _____ (Husband/Wife/Both)

Will retain property after divorce: _____

Mortgage Company: _____

Mortgage currently in the name of: Husband/Wife/Both Responsible after divorce: _____

Mobile home: _____

Purchased during marriage: _____

House #2 Address: _____

Currently on the property title: _____ (Husband/Wife/Both)

Will retain property after divorce: _____

Mortgage Company: _____

Mortgage currently in the name of: Husband/Wife/Both Responsible after divorce: _____

Mobile home: _____

Purchased during marriage: _____

***** If more property, please list on back**

MISCELLANEOUS TITLEABLE PROPERTY

(boats, motor homes, etc.)

#1: Year, Make, Model, other information: _____

Currently on the title _____

Will retain property after divorce _____

Name on current lien _____

Who will be responsible after divorce _____

Purchased during marriage: ____ YES ____ NO

#2: Year, Make, Model, other information: _____

Currently on the title _____

Will retain property after divorce _____

Name on current lien _____

Who will be responsible after divorce _____

Purchased during marriage: ____ YES ____ NO

******* If additional, please list on back.**

VEHICLES

Husband's Vehicle

Year: _____ Make/Model: _____

Lien Company: _____

Purchased during marriage: ____ YES ____ NO

Who is on the current title: _____

Who will retain after divorce: _____

Who is on the current lien: _____

Who will be responsible after the divorce: _____

Wife's Vehicle

Year: _____ Make/Model: _____

Lien Company: _____

Purchased during marriage: ____ YES ____ NO

Who is on the current title: _____

Who will retain after divorce: _____

Who is on the current lien: _____

Who will be responsible after the divorce: _____

Other vehicle:

Year: _____ Make/Model: _____

Lien Company: _____

Purchased during marriage: ___ YES ___ NO

Who is on the current title: _____

Who will retain after divorce: _____

Who is on the current lien: _____

Who will be responsible after the divorce: _____

Other Vehicle:

Year: _____ Make/Model: _____

Lien Company: _____

Purchased during marriage: ___ YES ___ NO

Who is on the current title: _____

Who will retain after divorce: _____

Who is on the current lien: _____

Who will be responsible after the divorce: _____

DEBT

Please list all debt (loans, credit cards, lines of credit, etc.) even if they're in only one name.

Household bills, such as utilities, medical bills, etc. do not need to be listed.

1. Creditor: _____

Currently named on debt _____

Debt Type: _____

Who will be responsible after divorce _____

Additional Information: _____

Acquired during marriage: ___ YES ___ NO

2. Creditor: _____

Currently named on debt _____

Debt Type: _____

Who will be responsible after divorce _____

Additional Information: _____

Acquired during marriage: ___ YES ___ NO

3. Creditor: _____
Currently named on debt _____
Debt Type: _____
Who will be responsible after divorce _____
Additional Information: _____

Acquired during marriage: YES NO

4. Creditor: _____
Currently named on debt _____
Debt Type: _____
Who will be responsible after divorce _____
Additional Information: _____

Acquired during marriage: YES NO

5. Creditor: _____
Currently named on debt _____
Debt Type: _____
Who will be responsible after divorce _____
Additional Information: _____

Acquired during marriage: YES NO

6. Creditor: _____
Currently named on debt _____
Debt Type: _____
Who will be responsible after divorce _____
Additional Information: _____

Acquired during marriage: YES NO

ATTESTATION

[_____] (Initials) I have advised my attorney of ALL children who, during my marriage, were:

1. Born to me or conceived by me whether or not they are my spouse's child by blood, and/or
2. Born to my spouse or conceived by my spouse whether or not they are my child by blood, and/or
3. Born to either or both of us regardless of whether we have legal custody or parental rights over the children, or a court has determined parentage, child custody, visitation or support for that child.

[_____] (Initials) I have disclosed all information requested of me and I am not withholding information. The information that I have provided is true, complete, and correct to the best of my knowledge and belief.

[_____] (Initials) I understand that Mr. Owen has the right to withdraw from representation if the information I have provided is inaccurate, incomplete or incorrect.

CLIENT'S SIGNATURE

Date

STATE OF TENNESSEE	COURT <i>(Must be completed)</i>	COUNTY <i>(Must be completed)</i>
PERMANENT PARENTING PLAN ORDER		FILE No. _____ <i>(Must be completed)</i>
<input type="checkbox"/> PROPOSED <input type="checkbox"/> AGREED <input type="checkbox"/> ORDERED BY THE COURT		DIVISION _____
PLAINTIFF <i>(Name: First, Middle, Last)</i> _____		DEFENDANT <i>(Name: First, Middle, Last)</i> _____
<input type="checkbox"/> Mother <input type="checkbox"/> Father		<input 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 _____.
 modifies an existing Order dated _____.

Child's Name	Date of Birth

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is _____

Under the schedule set forth below, each parent will spend the following number of days with the children:

Mother _____ days Father _____ 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:

From _____ to _____
Day and Time *Day and Time*

every week every other week other: _____.

The other parent shall also have responsibility for the care of the child or children at the additional parenting times specified below:

From _____ to _____
Day and Time Day and Time

every week every other week other: _____.

This parenting schedule begins _____ or date of the Court's Order.
Day and Time

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	_____	_____
Martin Luther King Day	_____	_____
Presidents' Day	_____	_____
Easter Day (unless otherwise coinciding with Spring Vacation)	_____	_____
Passover Day (unless otherwise coinciding with Spring Vacation)	_____	_____
Mother's Day	_____	_____
Memorial Day (if no school)	_____	_____
Father's Day	_____	_____
July 4 th	_____	_____
Labor Day	_____	_____
Halloween	_____	_____
Thanksgiving Day & Friday	_____	_____
Children's Birthdays	_____	_____
Other School-Free Days	_____	_____
Mother's Birthday	_____	_____
Father's Birthday	_____	_____
Other:	_____	_____

A holiday shall begin at 6:00 p.m. on the night preceding the holiday and end at 6:00 p.m. the night of the holiday, unless otherwise noted here _____.

D. FALL VACATION (if applicable)

The day to day schedule shall apply except as follows: _____
 _____ beginning _____.

E. WINTER (CHRISTMAS) VACATION

The mother father shall have the child or children for the first period from the day and time school is dismissed until December ____ at ____ a.m./p.m. in odd-numbered years in even-numbered years every year. The other parent will have the child or children for the second period from the day and time indicated above until 6:00 p.m. on the evening before school resumes. The parties shall alternate the first and second periods each year.

Other agreement of the parents: _____

F. SPRING VACATION *(if applicable)*

The day-to-day schedule shall apply except as follows: _____
_____ beginning _____.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: _____
_____ beginning _____.

Is written notice required? Yes No. If so, _____ number of days.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: _____

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 :

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 mother father joint
- Non-emergency health care mother father joint
- Religious upbringing mother father joint
- Extracurricular activities mother father joint
- _____ mother father 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 mother father shall pay to the other parent as regular child support the sum of \$ _____ weekly monthly 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 is hereby awarded in the amount of \$ _____ 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 _____ day of _____, 20____.

This support shall be paid:

- directly to the other parent.
- to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent from there 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. _____.
- income assignment not required; Explanation: _____.
- 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/isdocuments.html> or at your local child support offices.

B. FEDERAL INCOME TAX EXEMPTION*

The mother father is the parent receiving child support.

The Mother shall claim the following children: _____

The Father shall claim the following children: _____

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 15 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:

- 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.

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

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.

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 father pro rata in accordance with their incomes. 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.

* NOTE: The child support schedule assumptions in the guidelines (1240-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

If available through work, the mother father shall maintain dental, orthodontic, and optical insurance on the minor child or children.

E. LIFE INSURANCE

If agreed upon by the parties, the mother father both shall insure his/her own life in the minimum amount of \$_____ by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the child/children as sole irrevocable primary beneficiary, with the other parent other _____, as trustee for the benefit of the child(ren), 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. The parent exercising parenting time shall furnish the other parent with a telephone number where the child may be reached at the days and time specified in a parenting plan or other court order or, where days and times are not specified, at reasonable times;
- (2) The right to send mail to the child which the other parent shall not destroy, deface, open or censor. The parent exercising parenting time shall deliver all letters, packages and other material sent to the child by the other parent as soon as received and shall not interfere with their delivery in any way, unless otherwise provided by law or court order;
- (3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any hospitalization, major illness or injury, or death of the child. The parent exercising parenting time when such event occurs shall notify the other parent of the event and shall provide all relevant healthcare providers with the contact information for the other parent;
- (4) The right to receive directly from the child's school any educational records customarily made available to parents. Upon request from one parent, the parent enrolling the child in school shall provide to the other parent as soon as available each academic year the name, address, telephone number and other contact information for the school. In the case of children who are being homeschooled, the parent providing the homeschooling shall advise the other parent of this fact along with the contact information of any sponsoring entity or other entity involved in the child's education, including access to any individual student records or grades available online. The school or homeschooling entity shall be responsible, upon request, to provide to each parent records customarily made available to parents. The school may require a written request which includes a current mailing address and may further require payment of the reasonable costs of duplicating such records. These records include copies of the child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;
- (5) Unless otherwise provided by law, the right to receive copies of the child's medical, health or other treatment records directly from the treating physician or healthcare provider. Upon request from one parent, the parent who has arranged for such treatment or health care shall provide to the other parent the name, address, telephone number and other contact information of the physician or healthcare provider. The keeper of the records may require a written request including a current mailing address and may further require payment of the reasonable costs of duplicating such records. No person who receives the mailing address of a requesting 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 such parent or such parent's family by the other parent to or in the presence of the child;
- (7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extracurricular school, athletic, church activities and other activities as to which parental participation or observation would be appropriate, and the opportunity to participate in or observe them. The parent who has enrolled the child in each such activity shall advise the other parent of the activity and provide contact information for the person responsible for its scheduling so that the other

parent may make arrangements to participate or observe whenever possible, unless otherwise provided by law or court order;

- (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 forty-eight (48) hours, an itinerary which shall include the planned dates of departure and return, the intended destinations and mode of travel and telephone numbers. The parent traveling with the child or children shall provide this information to the other parent so as to give that parent reasonable notice; and
- (9) The right to access and participation in the child's education on the same bases that are provided to all parents including the right of access to the child during lunch and other school activities; provided, that the participation or access is legal and reasonable; however, access must not interfere with the school's day-to-day operations or with the child's educational schedule.

VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute (T.C.A. § 36-6-108) which governs the notice to be given in connection with the relocation of a parent reads in pertinent part as follows:

After custody or co-parenting has been established by the entry of a permanent parenting plan or final order, if a parent who is spending intervals of time with a child desires to relocate outside the state or more than fifty (50) 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 of receipt of the notice.

VIII. PARENT EDUCATION CLASS

This requirement has been fulfilled by both parents mother father neither.
Failure to attend the parent education class within 60 days of this order is punishable by contempt.

Under penalty of perjury, we declare that this plan has been proposed in good faith and is in the best interest of each minor child and that the statements herein and on the attached child support worksheets are true and correct. (A notary public is required if this is a proposed plan by one parent rather than one agreed by both parents.)

Mother Date and Place Signed

Sworn to and subscribed before me this _____ day of _____, 20_____.

My commission expires: _____
Notary Public

Father

Date and Place Signed

Sworn to and subscribed before me this _____ day of _____, 20____.

My commission expires: _____

Notary Public

APPROVED FOR ENTRY:

Attorney for Mother

Attorney for Father

Address

Address

Address

Address

Phone and BPR Number

Phone and BPR Number

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:

_____.

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

Judge or Chancellor

Child Support Worksheet – Please Complete and Return

MOTHER

Please provide paycheck stub, failure will result in delays.

Full names and birthdates of mother's other children in the home (from previous relationships):

Name _____ DOB: _____
Name _____ DOB: _____
Name _____ DOB: _____

Full names of other children that do not live with mother and amount of support mother pays per month (please supply court order):

_____ \$ _____
_____ \$ _____

Amount of monthly work-related child care expense which mother pays: \$ _____
Is this deducted from your paycheck? ____ Yes ____ No. If no, please provide receipt.

Are health insurance premiums for your children from this marriage, deducted from your paycheck? ____ Yes ____ No

Are health insurance premiums for your spouse deducted from your paycheck? ____ Yes ____ No

FATHER

Please provide paycheck stub, failure will result in delays.

Full names and birthdates of father's other children in the home (from previous relationships)

Name _____ DOB: _____
Name _____ DOB: _____
Name _____ DOB: _____

Full names of other children that do not live with father and amount of support father pays per month (please supply court order):

_____ \$ _____
_____ \$ _____

Amount of monthly work-related child care expense which father pays: \$ _____
Is this deducted from your paycheck? ____ Yes ____ No. If no, please provide receipt.

Are health insurance premiums for your children from this marriage, deducted from your paycheck? ____ Yes ____ No

Are health insurance premiums for your spouse deducted from your paycheck? ____ Yes ____ No

PARENTING EDUCATION CLASSES

ALTERNATIVE COUNSELING – 865-687-8990

DOVE SERVICES-LIFEBRIDGE – 865-804-1372

DOWNTOWN YWCA PARENTING CLASSES – 865-523-6126

PARENT PLACE PARENTING PROGRAM – 865-544-0577

STEPS CO-PARENTING DIVORCE EDUCATION – 865-981-7900

PARENTECH – 865-201-6073

THE REQUIREMENT PER JUDGE MCMILLAN IS 12 HOURS
PER PARENT

If these classes are no longer available or do not work with your schedule, it is likely other providers are available. Please contact the court clerk for updated information.

865-215-2404