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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE 2014 SEP -3 PM 4:08

VONDA KAY DAVIS,	)	
	)	
Plaintiff/Wife,	)	
	)	
v.	)	Docket No. 13D-2999
	)	13D-2658 (OP)
TERRANCE REYNARD DAVIS,	)	**NOTICE OF ENTRY REQUESTED**
	)	
Defendant/Husband.	)	

FINAL DECREE OF DIVORCE

This cause came to be granted on the 3rd day of September, 2014, before the Honorable Philip E. Smith, in the Fourth Circuit Court for Davidson County, Tennessee, upon the Wife's Complaint for Absolute Divorce, filed on the 23rd of October, 2013, submission to the Court of a duly executed Marital Dissolution Agreement, Permanent Parenting Plan, and the entire record. From all of which the Court finds that the Wife should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties. The Court further finds that all issues of the minor children including child support and shared parenting are included in the Permanent Parenting Plan executed by the parties.

It is, therefore, **ORDERED, ADJUDGED, and DECREED** that the Wife, VONDA KAY DAVIS, should be and is hereby granted an absolute divorce from the Husband, TERRANCE REYNARD DAVIS, upon the grounds of irreconcilable differences, and that she should be and is hereby restored to all of the rights and privileges of an unmarried person.

BILL GARRETT, Davidson County
Trans:T20140082806 DEEDDIV
Recvd: 11/03/14 14:16 30 pgs
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It is, further, **ORDERED, ADJUDGED, and DECREED** that the Marital Dissolution Agreement and Permanent Parenting Plan heretofore executed by the parties are hereby adopted in their entirety as Orders of this Court, and more particularly set out as follows, to wit:

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2014 AUG 14 PM 4:14
RICHARD R ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

VONDA KAY DAVIS,

Plaintiff,

v.

TERRANCE REYNARD DAVIS,

Defendant.

DOCKET NO. 13D-2999

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made between VONDA KAY DAVIS (hereafter called "Wife"), and TERRANCE REYNARD DAVIS (hereafter called "Husband").

WITNESSETH:

WHEREAS, these parties were married September 23, 1995 in Milwaukee, Milwaukee County, Wisconsin, and separated on September 14, 2013, in Nashville, Davidson County, Tennessee;

WHEREAS, there are two minor children of the marriage, Valiciana Elise Davis, born December 13, 2001 and Terrance Reynard Davis, II, born August 22, 2004;

WHEREAS, certain differences and difficulties have arisen between the parties and a Complaint for Divorce has been filed in the Fourth Circuit Court for Davidson County, Tennessee, under the Docket Number 13D-2999; there is also an Order of Protection entered in that same Court pursuant to Docket No. 13D-2658;

WHEREAS, Husband agrees that Wife shall proceed to Court to request the Court to award her an absolute divorce and to request that the Court approve the terms of this agreement herein as the division of marital assets and liabilities and to

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incorporate said terms into any final decree of divorce entered herein, and Husband withdraws the asnswer and counter- complaint filed herein;

WHEREAS, it is the intent of the parties, that insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support, obligations and payments of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present but for the future, it being their intention that such a contract will be effective with respect to all of the property and all other matters related to this cause;

WHEREAS, both parties agree and stipulate this Agreement makes full and adequate provision for the distribution of the property of the parties and makes adequate and sufficient provision for the care and support of the minor children the Parenting Plan hereto attached;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereafter more fully set forth, and for other good and valuable consideration, the parties agree as follows:

1. PARENTING PLAN REGARDING RESIDENTIAL SCHEDULES OF THE MINOR CHILDREN, CHILD SUPPORT AND RELATED ISSUES: Residential schedules for the minor children, child support, and related issues are as set forth in the "Parenting Plan" attached hereto as "Exhibit A". Said Parenting Plan is approved by the Court and is incorporated by reference herein.

2. ORDER OF PROTECTION DISMISSED: The Order of Protection previously issued between these parties pursuant to Docket No. 13D-2658 (OP) is

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dismissed by an agreed order signed by attorneys for the parties that will be filed in that case.

3. REAL PROPERTY: The parties purchased a residence during the marriage located at 7005 Panama Drive, Hermitage, Tennessee 37076. The parties owe a mortgage on said residence to Select Portfolio Servicing, Inc. Wife will pay the mortgage owed on the residence and shall hold Husband harmless on same. Husband waives any claim he may have in said residence. Wife is awarded sole possession of this residence. As of the date of entry of any final decree herein, Wife is awarded all right title and interest in this residence, free and clear of any claim of Husband, to wit:

> Land in Davidson County, Tennessee, Being Lot No. 96 on the Plan of Dodson Heights Subdivision, as shown of record in Book 2900, Page 113 of the Register's Office of Davidson County, Tennessee.
>
> Said Lot No. 96 fronts 65.0 feet on the northwesterly side of Panama Drive and runs back between lines, 167.7 feet on the broken northeasterly line and 141.5 feet on the southwesterly line to a dead line on which it measures 56.1 feet.
>
> Being all or part of the same property conveyed to Vonda K. Davis and husband, Terrance Davis by Warranty deed of record at Instrument No. 20061009-0125447 in the Davidson County Register's Office.

Husband is divested of any and all interest he may have in said property and any interest in said property is vested in Wife. Wife will take whatever action is necessary to remove all liability Husband has on the mortgage owed on this residence. If Wife is not able to do so, the residence will be sold for the best available price and the proceeds after the cost of the sale will be equally divided between the parties and any deficiency will be equally assessed against the parties. If there are any proceeds from the sale of the property it will be equally divided between the parties.

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4. PERSONAL PROPERTY:

(A) Husband is awarded as his sole and separate property the following items currently located at 7005 Panama Drive, Hermitage, Tennessee 37076:

- Leather sofa and two chairs
- Master bedroom set
- LG television
- Leather mirror
- complete set of end tables
- King Size Bed linens and comforters
- Larger barbeque grill
- remaining yard tools
- all power tools
- art work - walk hangings in LR & DR, pieces on top of kitchen cabinets
- 2 Queen Anne chairs from his mother
- window unit air conditioner
- blue ray player
- blue ray movies collections
- VHS tapes and DVDs, will leave some of these for children
- half of the pictures of the children (each may have copies on ones other keeps)
- 2 boxes previously packed by Husband
- Any of Husband's remaining clothing or shoes and personal items
- 2 cast iron skillet from Husband's grandmother
- Stainless steel roasting pan, lid and other pans from his grandmother (not new set)
- iron bakers rack, given by his mother
- any other décor items given by his family as gifts
- his wedding ring
- Toshiba laptop
- Missing items will be returned to Husband if found:, Witenaur watch, diamond cuff links,

The parties will agree upon a time for Husband to retrieve these items of personal property and each party may have another person present when this is done.

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Husband is also awarded as his sole and separate property all other furniture, furnishings, household goods, items of clothing, jewelry and all other personal items that he has in his possession except for the blue canvas chair, which he will return to Wife.

(B) Wife is awarded as her sole and separate property all furniture, furnishings, household goods, items of clothing, jewelry, and all other personal items that she has in her possession, along with the blue canvas chair, which Husband will return to Wife.

5. VEHICLES:

(A) Wife does not have a drivers license and does not own any vehicles.

(B) Husband is awarded as his sole and separate property the 2001 GMC Yukon and the 1998 Cadillac DeVille titled solely in his name. There are no debts owed on these vehicles. Wife waives any interest she may have in and to these automobiles.

Husband shall pay the cost of the automobile insurance on the vehicles awarded to him as set out above.

6. RETIREMENT PLANS AND PENSION ACCOUNTS: None owned by either party.

7. BANK ACCOUNTS, FINANCIAL ACCOUNTS AND INVESTMENTS:

(A) The parties have no joint bank accounts, financial accounts and/or investments.

(B) Husband is awarded as his sole property all cash, checking accounts, savings accounts, certificates of deposit, money market accounts, investment and all

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other tangible or intangible personal property held in his sole name. Wife waives any interest in said accounts and securities.

(C) Wife is awarded as her sole property all cash, checking accounts, savings accounts, certificates of deposit, and all other tangible or intangible personal property held in her sole name. Husband waives any interest in said accounts and securities.

8. OTHER DEBTS:

(A) The parties have no joint credit cards or any other jointly owed debts.

(B) Wife shall be responsible for any and all other debts listed solely in her name, including all credit cards listed in her name, and shall hold Husband harmless on same. Husband shall be responsible for any and all other debts listed solely in his name, including all credit cards listed in his name, and shall hold Wife harmless on same.

(C) With respect to each party's responsibility for the payment of certain debts and liabilities and their obligation to hold the other harmless for the payment thereof, it is the parties' intention and understanding that their obligations are non-dischargeable debts under § 523(a)(5) of the Bankruptcy Reform Act of 1978 (or any corresponding provision in any other bankruptcy law), these obligations being part of the final financial support settlement for both parties. These financial obligations, on the part of both parties, are not a part of the property settlement. The division of the property is set forth elsewhere in this marital dissolution agreement.

(D) In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by law, contract or pursuant to

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the terms of this Agreement, the party against whom the claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(E) The parties acknowledge that, pursuant to T.C.A. § 36-4-134, the granting of a final decree of divorce does not necessarily affect the ability of a creditor to proceed against a party or party's property, even though the party is not responsible under the terms of the decree for an account, any debt associated with an account or any debt, and that it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

9. INCOME TAX : If in connection with any joint federal income tax return heretofore or hereafter filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by the party whose deduction, income, or misreporting resulted in the deficiency assessment.

10. REPRESENTATION, ATTORNEY'S FEES AND COURT COSTS: It is agreed by and between the parties that the court costs in the divorce action, Docket No. 13D-2999, shall be taxed to the parties equally. The court costs for the Order of Protection, Docket No. 13D-2658, shall be taxed to the Husband. Husband has been represented by Dot Dobbins in the preparation and negotiation of this settlement agreement and in this matter. Wife has been represented by Lewis A. Williams in the preparation and negotiation of this settlement agreement of this matter. The parties acknowledge that they are not relying on any tax advice from their attorneys and that

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they have been advised to seek counseling from an accountant or tax attorney regarding the terms of this Agreement. Upon the entry of a final decree of divorce, the attorneys of record in this cause are released from further representation in this case.

11. OTHER PROPERTY, INCOME OR ASSETS: Any income or assets acquired by either of the parties since the separation of the parties, or any other asset that is listed solely in the name of either party, is vested to the party who acquired such asset and the other party waives any claim he or she would have in said property.

12. SPOUSAL SUPPORT: Both parties waive any claim to past, present and future spousal support from the other party.

13. HEALTH INSURANCE: Wife receives Supplemental Security Income and is on TennCare as are the minor children. Husband receives Social Security Disability benefits and receives Medicare. Therefore, T.C.A. § 56-7-2366, does not apply in this case.

14. FUTURE INDEBTEDNESS: Each party covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses and costs.

15. NECESSARY DOCUMENTS: Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall

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constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

16. ENFORCEMENT: In the event of one party's breach of any of the terms of this Agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this Agreement and remedying the breach, including, but not limited to, court costs, attorney's fees and travel costs.

17. AGREEMENT BINDING: With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be issued by said court.

18. INTEGRATION: This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

19. MODIFICATION AND WAIVER: No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The terms of this Agreement are independent of each other and the breach of any term by either party shall have no effect on any other term.

20. DISCLOSURE: The parties do each warrant that they have made full and complete disclosure to the other of all sources of income, debts and property owned by

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them whether real, personal or mixed, whether titled in their name or in the name of the other, and all rights liabilities, titles, interests and or claims each may have whether inchoate or otherwise.

21. FULL AND FINAL SETTLEMENT: The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, one year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties; in and to, or against the property of the other party whether now or hereafter acquired by such other party.

22. VOLUNTARY AGREEMENT: It is further understood and agreed by and between the parties that this settlement agreement is entered into without any undue influence, fraud, coercion or misrepresentation of for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

23. SEVERABILITY: In the event any provision of this Agreement shall be invalid or determined invalid by a court of competent jurisdiction, such invalid provision shall not effect the other provisions of this Agreement, said provisions be severable.

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24. TAX EXEMPT STATUS: If this Agreement provides for a transfer of appreciated property between spouses in connection with a divorce, it is not a sale or exchange of other disposition but represents a division of property by co-owners.

25. NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither party shall molest, threaten, harass, nor compel or endeavor to compel, the other to cohabit or dwell with him or her.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties have set their signatures.

8/14/14
Date

VONDA KAY DAVIS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named VONDA KAY DAVIS, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, this 14th day of August, 2014.

Notary Public

My Commission Expires: 11/3/15

LAURA STEPHENSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

MY COMMISSION EXPIRES:
November 3, 2015

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8.8.14
Date

TERRANCE REYNARD DAVIS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named TERRANCE REYNARD DAVIS, with whom I am personally acquainted (or upon sufficient evidence provided), and who, acknowledged that he executed the foregoing agreement for the purposes therein contained.

WITNESS my hand and official seal, this 8 day of August, 2014.

Notary Public

STACIA L. SMITH
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires: My Commission Expires January 9, 2018

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FILED 13D2999

STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY

2014 AUG 14 PM 4:15

RICHARD R. ROOKER, CLERK

AGREED PERMANENT PARENTING PLAN

File No. 13D-2999

PLAINTIFF	DEFENDANT
VONDA KAY DAVIS Mother	TERRANCE REYNARD DAVIS Father

2014 SEP -3 PM 4:08

D.C.

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. The parties may mutually agree to modify the terms of this plan to accommodate the parents' or the children's schedules

Child's Name	Date of Birth
Valiciana Elise Davis	12/13/2001
Terrance Reynard Davis, II	08/22/2004

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Vonda Kay Davis, Mother. Father, Terrance Reynard Davis is relocating to Milwaukee, Wisconsin. It is the intention that Father will have the minor children with him for parenting time on all days they are not in school unless otherwise specified herein, including all weekends that are adjacent to days off from school, including holidays and teacher in service or teacher conference days. A copy of the Metro Nashville Public School Calendar is attached hereto for reference. Father may return to Nashville during the winter months. During any full month that Father is residing Nashville the children will be with him from Friday afternoon at 3 p.m. to Sunday afternoon at 6 p.m. every other weekend. Father will notify Mother by email or text if he will not be exercising his parenting time for any times set herein.

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

Mother 253 days Father 112 days

B. DAY-TO-DAY SCHEDULE

Children will reside with Mother except for the following: any day that they are off from school that is adjacent to a weekend, they will be with Father from Friday afternoon at 3:00 p.m. or the afternoon the day school is out at 3 p.m. to the day before school begins at 6:00 p.m. Metro 2014-2015 School Calendar is attached. During any full

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month that Father is residing Nashville the children will be with him from Friday afternoon at 3 p.m. to Sunday afternoon at 6 p.m. every other weekend.

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
Martin Luther King Day		Every
Presidents' Day		Every
Good Friday & Easter Day (unless otherwise coinciding with Spring Vacation)		Every
Mother's Day	Every	
Memorial Day (if no school)		Every
Father's Day		Every
July 4th		Every
Labor Day(if no school)		Every
Halloween	Day-to-day	Day-to-day
Thanksgiving Tues p.m. to Sun p.m.	Odd	Even
Other School-Free Days		Every, that is adjacent to weekend

A holiday shall begin at 6:00 p.m. on the day children are released from school and end at 6:00 p.m. the day before school starts.

D. FALL VACATION

Father will always have the fall vacation from school from when school is dismissed on the day school is out for fall break until 6:00 p.m. the day before school resumes, beginning Fall 2014.

E. WINTER (CHRISTMAS) VACATION

The Father shall have the children for the first part of the winter vacation from the day and time school is dismissed until 2:00 p.m. on December 26th in odd-numbered years. Mother will have the children for the second period from the day and time indicated above until 6:00 p.m. on the evening before school resumes in odd numbered years. The Mother shall have the children for the first part of the winter vacation from the day and time school is dismissed until 2:00 p.m. on December 26th in even-numbered years. Father will have the children for the second part of the vacation from the day and time indicated above until 6:00 p.m. on the evening before school resumes in even numbered years.

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F. SPRING VACATION

Father will always have the spring vacation from school, including days for intersession if the children are not participating in that program, from 6:00 p.m. the day school is dismissed until 6:00 p.m. the day before school resumes, beginning Spring 2015.

G. SUMMER VACATION

Beginning Summer 2015 and every summer thereafter, Mother shall have the children from the last day they attend school until 8:00 a.m. one week after. Father shall have the children from 8:00 a.m. one week after the last day they attend school until 6:00 p.m. one week before school begins. Mother shall then have the children from 6:00 p.m. one week before school begins until school resumes.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: Father shall be responsible for transporting the children to and from Mother's home for his parenting time or he may designate his mother or sister to pick up or return the children for him. If a parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the children while in the care of that parent.

I. OTHER

~~Father agrees that if daughter Valiciana insists that she does not want to with Father, he will not insist that she go.~~

Holiday and vacation parenting time supersedes the day-to-day schedule.

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
Non-emergency health care	joint
Religious upbringing	mother
Extracurricular activities	mother

Each parent will be responsible for decisions about extracurricular activities for the children during their respective parenting time. Each parent will be responsible to

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provide transportation for children for extracurricular activities that occur during his/her parenting time.

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ $878.00
Mother's gross monthly income is $736.00

1. The child support calculation on the child support worksheet provides for $218 as child support. The Social Security benefits for the children are $222 per month. The final child support order is as follows: Under Father's Social Security Disability benefits the payment of $222 will be directly deposited into Mother's bank account. The amount paid by the Social Security Administration shall be lieu of any child support owed by Father.

2. Payments shall begin when payments begin from Social Security Administration.

3. This is a deviation from the Child Support Guidelines and would be unfair or unjust to apply the Guidelines in this case, and it is in the best interests of the children that this deviation be made.

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

B. FEDERAL INCOME TAX EXEMPTION*

The Mother shall claim the following children in even numbered years and Father shall claim the children in odd numbered years if either of them file an income tax return.

Each parent 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.

* 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.

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Children are currently covered by the State of Tennessee TennCare program.

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 equally by mother and father. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

E. LIFE INSURANCE

Neither party has any life insurance.

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

Mother 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.

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.

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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.

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) 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 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;

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(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extra-curricular activities, and the opportunity to participate or observe them. These include the following: school activities, athletic activities, church activities and other activities where parental participation or observation would be appropriate;

(8) The right to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency;

(9) The right to access and participation in education on the same basis that is provided to all parents. This includes the right of access to the child for lunch and other activities. However participation or access must be reasonable and not interfere with day-to-day operations or with the child's educational performance.

VII. NOTICE REGARDING PARENTAL RELOCATION

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

If a parent who is spending intervals of time with a child desires to relocate outside the state or more than 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 Mother. Given Father's relocation, his attendance is waived.

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.)***

Terrance Reynard Davis, Father

8-8-14
Date and Place Signed

STACIA L. SMITH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Sworn to and subscribed before me this 8 day of August, 2014.

My commission expires: _____

Stacia L Smith
Notary Public

My Commission Expires January 9, 2018

Copy

Vonda Kay Davis, Mother

8/14/14 - Nashville, TN
Date and Place Signed

Sworn to and subscribed before me this 14th day of August 2014.

My commission expires: 11/3/15

Notary Public

LAURA STEPHENSON
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY
MY COMMISSION EXPIRES: November 3, 2015

APPROVED FOR ENTRY:

Dot Dobbins (BPR 2510)
Attorney for Father
Dobbins, Venick, Kuhn & Byassee, PLLC
210 25th Avenue North, Suite 1010
Nashville, TN 37203-1651
(615) 321-5659

Lewis A. Williams (BPR 024801)
Attorney for Mother
176 Second Avenue North, Suite 501
Nashville, TN 37201
(615) 255-2893

COURT COSTS (If applicable)

Court costs, if any, are taxed as follows: divide equally.

It is so ORDERED this the 3rd day of September, 2014.

Philip E. Smith, Judge

Copy

Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

8/8/2014 10:10 AM

FILED 13D2999

Part I. Identification

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column

		PRP	ARP	SPLIT
Name of Mother:	Vonda Kay Davis		X	
Name of Father:	Terrance Reynard Davis	X		
Name of non-parent Caretaker:				

2014 AUG 14 PM 4:15

RICHARD R ROOKER, CLERK

TCSES case #:

Docket #: 13D2999

Court name: Fourth Circuit - Davidson County

D.C.

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Valiciana Elise Davis	12/13/2001	253	112	
Terrance Reynard Davis, II	8/22/2004	253	112	

2014 SEP 13 PM 4:09

Part II. Adjusted Gross Income

Use Credit Worksheet to calculate line items 1d - 1e

			Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
1	Monthly Gross Income		$ 736.00	$ 878.00	
1a	Federal benefit for child		+	+	
1b	Self-employment tax paid		-	-	
1c	Subtotal		736.00	878.00	
1d	Credit for in-home children		- 0.00	- 0.00	
1e	Credit for not-in-home children		- 0.00	- 0.00	
2	Adjusted Gross Income (AGI)		$ 736.00	$ 878.00	
2a	Combined Adjusted Gross Income	$1,614.00			
3	Percentage Share of Income (PI)		46%	54%	

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 500.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 270.00	
5	Each parent's average parenting time	N/A	112	
6	Parenting time adjustment	$ N/A	$ -52.30	
7	Adjusted BCSO	$ 0.00	$ 217.70	

Copy

Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

8/8/2014 - 10:10 AM

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 0.00	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 217.70	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 218.00

* Enter the difference between the greater and smaller numbers from Line 11 except in non-parent caretaker situation

Low Income? N (N=15% Y=7.5%)
Current Order Flat %? N (N / Y)

Modification of Current Child Support Order

13a	Current child support order amount for the obligor parent	$	$
13b	Amount required for significant variance to exist	$ 0.00	$ 0.00
13c	Actual variance between current and presumptive child support orders	$ 0.00	$ 0.00

Part VI. Deviations and FCSO

14	Deviations (Specify):	$	$
15	Final Child Support Order (FCSO)	$ 0.00	$ 218.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 218.00

Deviations must be substantiated by written findings in the Child Support Order

Mother will receive $222 as Social Security Disability payments for the two minor children.

Comments, Calculations, or Rebuttals to Schedule

This amount of child support shall be paid to Mother from the Social Security Administration on behalf of Father and said payment shall satisfy the child support payments set herein.

Preparer's Use Only

Name: Dot Dobbins
Title: Attorney for Father
Date: 8/8/2014

Copy

MNPS DISTRICT CALENDAR 2014-15

Revised 5/30/2014

2014 SEP -3 PM 4:09

RICHARD R. ROBERTS

D.C.

JULY 2014

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST 2014

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER 2014

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER 2014

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 2014

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER 2014

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

7/10 Assistant Principals Report
7/28-8/1 New student registration week
7/31-8/5 Teachers report for in-service
8/6 All students report for half day
8/7 Teachers report for planning day; students do not report
8/8 Grades 1-12 report for full day; half day for PK and K
9/1 Labor Day Holiday
9/3 Progress Reports Issued
10/3 First quarter ends
10/6-10/10 Fall Break; students do not report
10/13 Teacher planning day; students do not report
10/14 Second quarter begins
10/20 Report cards issued
11/4 Parent-teacher conference day; students do not report
11/13 Progress Reports Issued
11/26-11/28 Thanksgiving Holidays
12/16-12/18 Half day for exams grades 9-12
12/19 Half day PK-12; exams for 9-12; end of 2nd quarter & 1st semester
12/22-1/2 Winter Holidays
1/5 Teacher planning day; students do not report
1/6 Third quarter begins; all students report
1/13 Report cards issued
1/19 MLK Holiday
2/11 Progress Reports Issued
2/16 Professional development day; students do not report
3/17 Third quarter ends
3/18-3/20 Intersession
3/23-3/27 Spring Break; students do not report
3/30 Teacher planning day; students do not report
3/31 Fourth quarter begins
4/3 Spring Holiday
4/7 Report cards issued
5/21-5/26 Half day for exams grades 9-12
5/25 Memorial Day Holiday
5/27 Half day for all students; exams for 9-12; end of school year
5/28 Teachers report for in-service; last day for teachers
6/4 Last day for assistant principals

Five days are built into this calendar for inclement weather.

Potential snow make-up days: 2/16; 3/18-20; 5/28-29

JANUARY 2015

S	M	T	W	T	F	S
						3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2015

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH 2015

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2015

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2015

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE 2015

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Color Code

- Students in school
- Students out of school
- Intersession
- All Students attend a half day

Copy

It is, further, **ORDERED, ADJUDGED, and DECREED** that all right, title, and interest that the Husband might have in the real property owned located at 7005 Panama Drive, Hermitage, Davidson County, Tennessee is divested out of Husband and is reinvested in Wife, and the Wife owns this property free and clear of any interest or claim of the Husband. The property is particularly described as follows:

> Land in Davidson County, Tennessee, Being Lot No. 96 on the Plan of Dodson Heights Subdivision, as shown of record in Book 2900, Page 113 of the Register's Office of Davidson County, Tennessee.
>
> Said Lot No. 96 fronts 65.0 feet on the northwesterly side of Panama Drive and runs back between lines, 167.7 feet on the broken northeasterly line and 141.5 feet on the southwesterly line to a dead line on which it measures 56.1 feet.
>
> Being all or part of the same property conveyed to Vonda K. Davis and husband, Terrance Davis by Warranty deed of record at Instrument No. 20061009-0125447 in the Davidson County Register's Office.

It is, further, **ORDERED, ADJUDGED, and DECREED** that Wife's Order of Protection currently in effect against Husband under Docket No. 13D-2658 is hereby dismissed, which shall be addressed by separate Order.

It is, further, **ORDERED, ADJUDGED, and DECREED** that the costs of this cause should be and are hereby taxed to the parties equally, for which execution may issue.

It is, further, **ORDERED, ADJUDGED, and DECREED** that Lewis A. Williams and The Law Offices of James A. Flexer are hereby relieved of any further responsibilities relative to the representation of the Wife in this cause.

It is, further, **ORDERED, ADJUDGED, and DECREED** that Dot Dobbins is hereby relieved of any further responsibilities relative to the representation of the Husband in this cause.

The addresses of the parties at the time of the Final Decree of Divorce are as follows:

Wife	Husband
Vonda Davis	Terrance Davis
7005 Panama Drive	3401 Anderson Road, Unit 71
Hermitage, TN 37076	Antioch, TN 37013

Copy

IT IS SO ORDERED.

ENTERED THIS THE 3rd DAY OF September, 2014.

JUDGE PHILIP E. SMITH

APPROVED FOR ENTRY:

LAW OFFICES OF JAMES A. FLEXER,

Lewis A. Williams
Supreme Court No. 024801
Attorney for Plaintiff/Wife
176 2nd Av. N. Ste. 501
Nashville, TN 37201
(615) 255-2893
Fax: (615) 242-8849

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been sent to the following by (X) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission to _____, hard copy to follow via regular U. S. Mail:

Dot Dobbins, Esq.
Attorney for Defendant/Husband
210 25th Ave. N., Ste. 1010
Nashville, TN 37203

This the 2nd day of September, 2014.

Lewis A. Williams

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 13D2999

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 8TH day of SEPTEMBER, 2014.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

LEWIS A. WILLIAMS, ATTORNEY
LAW OFFICES OF JAMES A. FLEXER
176 2ND AVE. NORTH, SUITE 501
NASHVILLE, TN 37201

DOT DOBBINS, ATTORNEY
210 25TH AVE. NORTH, SUITE 1010
NASHVILLE, TN 37203

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 03 day of SEPTEMBER, 2014, in Docket Number 13D2999 between DAVIS, VONDA KAY, Plaintiff, and DAVIS, TERRANCE REYNARD, Defendant, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 03 day of NOVEMBER in the year two thousand fourteen and in the 238th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]