

RCCBA Legal Clinic

The RCCBA Legal Clinic at the offices of Blankenship, Blankenship & Hagan, PLLC is staffed by local attorneys who volunteer their time to provide free legal advice to anyone in need.

**When: Every Thursday
4:00 pm to 6:00 pm**

**Where: 307 Hickerson Drive
Murfreesboro, TN 37129**

Please note that the attorneys who volunteer their time are available ONLY until 6 p.m. A form will be available to sign in for an appointment. There are a limited number of appointments available each week. Appointments can not be pre-scheduled, and are first come, first serve. You may contact Blankenship & Blankenship for directions at (615) 893-4160; however, please indicate that you are requesting information about the legal clinic when you call. The support staff at Blankenship & Blankenship cannot offer legal advice and are only available to provide directions and general schedule information. Thank you in advance for your cooperation.

WELCOME TO THE RCCBA LEGAL CLINIC

1. Please sign the sign in sheet – first and last name.
2. Please review carefully the first page front and back and fill out all of the necessary information. Do not fill out the second page – leave blank.
3. Bring your form to the receptionist.
4. Please note that the clinic is a first come-first served clinic. The volunteers will assist you in the order in which you arrived. Occasionally, an attorney may not handle your particular type of law. If that happens, you will be seen by the next available volunteer that handles your type of case.
5. Please note that the employees of Blankenship, Blankenship & Hagan, PLLC cannot provide legal advice. Please save any legal questions for the volunteer attorney you will see.

WELCOME TO THE RCCBA LEGAL CLINIC

**We apologize for any
inconvenience but the
clinic has reached full
capacity.**

Please feel free to visit us next
Thursday. The sign in sheet for next
week is below. Please sign in with your
first and last name and take a form.
The first page of the form should be
filled out front and back and returned
to the receptionist. Thank you.

Date: _____

**RUTHERFORD/CANNON COUNTY BAR ASSOCIATION
LEGAL CLINIC**

This service is on a first come, first serve basis. Attorneys volunteer their time and are available ONLY until 6 p.m. Please sign in. Only a limited number of individuals can be seen each week; however, this service is provided every Thursday. Thank you for your advance cooperation. Also, please note that paralegals, legal assistants and other support staff are prohibited from providing any type of legal advice.

1. _____ Atty Initial: _____
2. _____ Atty Initial: _____
3. _____ Atty Initial: _____
4. _____ Atty Initial: _____
5. _____ Atty Initial: _____
6. _____ Atty Initial: _____
7. _____ Atty Initial: _____
8. _____ Atty Initial: _____
9. _____ Atty Initial: _____
10. _____ Atty Initial: _____
11. _____ Atty Initial: _____
12. _____ Atty Initial: _____

Rutherford/Cannon County Bar Association



Legal Clinic Participation Agreement

This agreement is between you and the Rutherford/Cannon County Bar Association's Legal Clinic. You have come to this clinic to get legal advice and/or referral for a problem. By signing this agreement, you agree to the following:

1. The lawyers are not agreeing to represent you and are not representing you in your legal matter.
2. You will talk with a volunteer lawyer today. The lawyer will provide legal advice and/or referral(s) to you today based on the facts that you tell the lawyer. When the meeting ends, the lawyer's help to you is over, and the lawyer will not be acting as your attorney in any legal matter and you may not represent that the lawyer is your attorney.
3. In some circumstances the lawyer may agree to continue to consult with you after today. In which case the ADDITIONAL CONSULTATION CONDITIONS will apply.
4. I understand that the information I give the Rutherford/Cannon County Bar Association, the volunteer attorneys and staff is confidential. They will not tell anybody else about my finances or the facts that I tell them without my permission.

Sign Your Name Here: _____

Date: _____

Print Your Name Here: _____

ADDITIONAL CONSULTATION CONDITIONS

I understand that any attorney I meet with or consult with in the RCCBA legal clinic is meeting with me strictly on an initial consultation/referral basis. This means that the attorney will discuss my case and give me general recommendations and/or referrals in terms of resolving my legal issues, but he/she will not actually represent me or act as my attorney. Even if the attorney makes inquires or telephone calls on my behalf, it is still only on the basis of initial consultation. I will need to enter into a separate written agreement with the attorney if the attorney is willing to proceed beyond this initial consultation and provide formal representation and actually act as my attorney. I may not rely on the attorney to represent me, nor may I say the attorney is representing me until I have entered into a separate agreement with the attorney.

Sign Your Name Here: _____ Date: _____

Print Your Name Here: _____

Legal Advice Clinic Information Form

Full Name: _____ Date: _____
Date of birth: ____ / ____ / ____ Gender: M / F (circle one)
Email: _____
Address: _____
City: _____ Zip: _____
Home Phone: _____ Cell: _____ Other: _____
Employer: _____ Annual Gross Salary: _____

Please check the box that best represents your need today:

- Divorce/Child Custody/Child Support
- Will/Living Will/Power of Attorney
- Criminal
- Real Estate/Landlord-tenant dispute
- Bankruptcy
- Personal Injury

Other:

COMMENTS OF ATTORNEY:

1. Summary of case:

2. Recommendations given:

3. Inquires or calls made by attorney:

4. Result

- A. Matter Resolved
- B. Client Referred to _____
- C. Case File Opened
- D. Other _____

Volunteer Attorney: _____

IN THE CHANCERY COURT FOR RUTHERFORD COUNTY, TENNESSEE,
SIXTEENTH JUDICIAL DISTRICT AT MURFREESBORO

Plaintiff,

v.

Defendant.

Docket No. _____

COMPLAINT FOR DIVORCE

WIFE:

a.	Full Name:			
b.	Maiden Name:			
c.	Residence:			
d.	County:	e.	Birthplace (State):	
f.	Date of Birth:	g.	Race or Color:	
h.	Marriage Number:	i.	Highest Education:	

HUSBAND:

j.	Full Name:			
k.	Residence:			
l.	County:	m.	Birthplace (State):	
n.	Date of Birth:	o.	Race or Color:	
p.	Marriage Number:	q.	Highest Education:	

PARTIES:

r.	Place of marriage:			
s.	Date of marriage:	t.	Separation Date:	
u.	Residence at separation:			
v.	Minor children of this marriage:			
	1.			
	2.			
w.	Plaintiff's Attorney			

1. Neither party is on active military duty. The defendant resides in this county.

2. Irreconcilable differences have arisen between the parties. Plaintiff is entitled to a divorce pursuant to T.C.A. § 36-4-101(14).

3. In the alternative, Defendant is guilty of inappropriate marital conduct and Plaintiff is entitled to a divorce pursuant to T.C.A. § 36-4-101(11).

Plaintiff seeks the following:

1. An absolute divorce;
2. Spousal Support,
3. Attorney fees and costs;
4. Restoration of her maiden name;
5. Such other relief to which Plaintiff may be entitled.

OATH

The facts stated in the foregoing Complaint for Divorce are true to the best of my knowledge and belief.

Plaintiff

Sworn to and subscribed before me this ___ day of _____.

Notary Public

My Commission Expires: _____

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

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 Receiving 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/incomeshares.htm> 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;

- (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;
- (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 one hundred (100) 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:

_____ <i>Attorney for Mother</i>	_____ <i>Attorney for Father</i>
_____ <i>Address</i>	_____ <i>Address</i>
_____ <i>Address</i>	_____ <i>Address</i>
_____ <i>Phone and BPR Number</i>	_____ <i>Phone and BPR Number</i>

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

LEGAL CLINIC ATTORNEY LOG

DATE: _____

ATTORNEY NAME

TIME IN

TIME OUT

1.

2.

3.

4.

5.

DATE						
1/6/2011	Mark Nobles	Rick Mansfield	Stan Bennett	Tim Smith		
1/13/2011	Kirk Catron	Steve Sager	Rod Scott	Barbara Futter		
1/20/2011	Chris Kelly	Andrew Hazley	Derek Artrip	Jennifer Potts		
1/27/2011	Laurie Young	Joe Brandon	Tim Hogan			
2/3/2011	Mark Nobles	Rick Mansfield	Stan Bennett	Tim Smith		
2/10/2011	Kirk Catron	Steve Sager	Rod Scott	Barbara Futter		
2/17/2011	Chris Kelly	Andrew Hazley	Derek Artrip	Jennifer Potts		
2/24/2011	Laurie Young	Joe Brandon	Tim Hogan			
3/3/2011	Mark Nobles	Rick Mansfield	Stan Bennett	Tim Smith		
3/10/2011	Kirk Catron	Steve Sager	Rod Scott	Barbara Futter		
3/17/2011	Chris Kelly	Andrew Hazley	Derek Artrip	Jennifer Potts		
3/24/2011	Laurie Young	Joe Brandon	Tim Hogan			
3/31/2011	Mark Nobles	Rick Mansfield	Stan Bennett	Tim Smith		

Date	Attorney	Hours	BPR#
09.23.10	Derek Artrip	2	26784
	Jennifer Potts	2	28030
	Tommy Bray	0.5	28209
	Andrew Hazley	1	27758
	Ryan Freeze	0.5	28072
11.18.10	Andreae Crismon	1.5	23581
12.02.10	Barbara Futter	1.5	13798
	Julie King	1.5	27473
	Jennifer Potts	1.5	28030
	Kirk Catron	1	23552
12.09.10	Tim Hogan	1.5	23288
	Laurie Young	1	18471
12.16.10	Barbara Futter	1.5	13798
	Mark Nobles	1.5	20509
	Chris Kelly	1.5	19451

SOUTHEAST TENNESSEE LEGAL SERVICES
SELF REPRESENTATION PROJECT

Personal Information

Full Name: _____ Maiden: _____

Your Date of Birth: _____ Current Address: _____

City: _____ Zip: _____

Social Security #: _____

Telephone #: _____

Specify Race: White Black Hispanic Native American Asian American
County _____

Married Separated Divorced

Number of Children _____

Your Current Income

Pay Rate: _____ Hours Per Week: _____

I. LIMITED REPRESENTATION

I understand that STLS will assist me in a family law proceeding as follows:

- a) STLS will only help me with obtaining and completing forms for self-representation.
- b) STLS does not make any guarantees as to the outcome of my case.
- c) STLS will not appear in court on my behalf.
- d) STLS will provide these services without regard to race, color, religion, age, sex, disability or other basis prohibited by law.
- e) STLS is not entering into an attorney-client relationship with you. STLS is only providing the limited service of providing you with the legal forms necessary for you to represent yourself.

II. FEE AND EXPENSES

I understand that I am responsible for all expenses associated with my case, such as filing fees, the fees and expenses of witnesses, or other costs.

III. MY DUTIES

I will prepare my own case and will submit all documents and other information to the court as required by law or rule of the court. I will be accurate and complete in the papers I submit to the court.

I understand that STLS is not responsible for the result of misrepresentations made by me.

I HAVE READ THIS AGREEMENT, AND I UNDERSTAND AND AGREE TO ITS TERMS. I HAVE BEEN GIVEN A COPY OF IT.

Client

Representative of STLS

Date

Date

SOUTHEAST TENNESSEE LEGAL SERVICES
SELF REPRESENTATION PROJECT
10TH JUDICIAL DISTRICT

Personal Information

Full Name: _____ Maiden: _____
Your Date of Birth: _____ Current Address: _____
City: _____ Zip: _____
Social Security #: _____ Telephone #: _____
Specify Race: White Black Hispanic Native American Asian American
Married Separated Divorced Number of Children _____
Your Current Income Pay Rate: _____ Hours Per Week: _____

I. LIMITED REPRESENTATION

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- a) STLS will only help me with obtaining and completing forms for self-representation.
- b) STLS does not make any guarantees as to the outcome of my case.
- c) STLS will not appear in court on my behalf.
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I will prepare my own case and will submit all documents and other information to the court as required by law or rule of the court. I will be accurate and complete in the papers I submit to the court.

I understand that STLS is not responsible for the result of misrepresentations made by me.

IV. SPECIAL INSTRUCTIONS
