

IN DISTRICT COURT

JUDICIAL DISTRICT

_____)
(Plaintiff) _____)
PLAINTIFF, _____)
Vs _____)
_____)
(Defendant) _____)
DEFENDANT. _____)

Case No. _____

SETTLEMENT AGREEMENT

WHEREAS, the above-entitled matter is a divorce proceeding commenced by Plaintiff;

WHEREAS, by signing this Settlement Agreement, Defendant acknowledges personal service of the Summons and Complaint in this action, consents to the jurisdiction of the Court and consents to entry of judgment in accordance with the terms of this Settlement Agreement;

WHEREAS, Plaintiff and Defendant have reached an agreement resolving all of the issues in this divorce proceeding. Plaintiff and Defendant's entire agreement is set forth in this Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values;

WHEREAS, Plaintiff and Defendant agree and represent to the Court that they executed this Settlement Agreement voluntarily, that neither party has been subject to threats or acts constituting duress, and that they entered into this Settlement Agreement of their own free will.

WHEREAS, Plaintiff and Defendant expressly agree that, once signed, Plaintiff may, without further notice to Defendant, forward this Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values with the Court for its review, approval and entry of Judgment consistent with terms agreed upon herein by the parties.

AGREEMENT AS TO FACTS

THE PARTIES STIPULATE AND AGREE that the following facts may, if approved by the Court, be entered in the above-entitled case as the Findings of Fact:

1. The Summons and Complaint were personally served upon Defendant on _____, 20____, as indicated by the Admission of Service on file herein.

2. Plaintiff, _____, is the ☐mother **OR** ☐father
(choose one) of the minor child(ren).

Address: _____
(street address)

(city, state, zip code)

Birth Year: _____

Last 4 Digits of Social Security Number: XXX-XX-_____

Employer's Name and Address: _____

3. Defendant, _____, is the ☐mother **OR** ☐father
(choose one) of the minor child(ren).

Address: _____
(street address)

(city, state, zip code)

Birth Year: _____

Last 4 Digits of Social Security Number: XXX-XX-_____

Employer's Name and Address: _____

4. Plaintiff and Defendant were married on _____ in the
City of _____, County of _____,
State of _____.

5. Plaintiff is now, and for the entire 6 months immediately before serving the Summons
and Complaint, a resident of the State of North Dakota.

6. That no decree, judgment or order of divorce, separation or annulment has been has
been granted to either party against the other in any Court of competent jurisdiction of North
Dakota or any other state, territory or country, and that there is no other action pending for
divorce by either party against the other in any Court.

7. (Choose one)

☐ Neither Plaintiff nor Defendant is currently in the Armed Services of the United States of America or its allies.

OR

☐ Plaintiff/ ☐ Defendant (choose one) is currently in the Armed Services of the United States of America or its allies but is not currently deployed or notified of deployment.

8. Irreconcilable differences have arisen between the Plaintiff and Defendant making the continuation of the marriage impossible.

9. No domestic violence protection order or disorderly conduct restraining order is in effect regarding either Plaintiff or Defendant.

10. This Settlement Agreement applies to the following minor child(ren) of the Plaintiff and Defendant:

a. Minor Child's Initials: _____ Year of Birth: _____

Last 4 Digits of Social Security Number: XXX-XX-_____

State of Residence for Last 6 Months: _____

b. Minor Child's Initials: _____ Year of Birth: _____

Last 4 Digits of Social Security Number: XXX-XX-_____

State of Residence for Last 6 Months: _____

c. Minor Child's Initials: _____ Year of Birth: _____

Last 4 Digits of Social Security Number: XXX-XX-_____

State of Residence for Last 6 Months: _____

☐ Additional sheets are attached. (Choose if applicable)

11. (Choose one)

☐ The child(ren) has/have lived in North Dakota with a parent for at least six consecutive months immediately before the start of this proceeding. If a child is less than six months old, the child has lived in North Dakota with a parent since their birth. Name of parent(s) residing in North Dakota: _____.

OR

☐ North Dakota was the home state of the child(ren) within six months of the start of this proceeding, and one parent continues to reside in North Dakota. Name of parent(s) residing in North Dakota: _____.

12. (Choose one)

☐ Plaintiff/ ☐ Defendant is not pregnant. (choose one)

OR

☐ Plaintiff/ ☐ Defendant is pregnant. (choose one) However, the ☐ Plaintiff/
☐ Defendant (choose one) is not the father, and the child is not at issue in this proceeding.

13. Child support: (choose one)

☐ There is a child support order already in existence. The case number is:

_____.

OR

☐ There is no child support order already in existence.

14. Plaintiff has the following sources of monthly income:

Source	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other (describe)	\$

15. Defendant has the following sources of monthly income:

Source	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other (describe)	\$

16. Spousal support: (*choose one*)

☐ Neither Plaintiff nor Defendant needs spousal support.

OR

☐ Plaintiff/ ☐ Defendant (*choose one*) needs spousal support from ☐ Plaintiff/
☐ Defendant (*choose one*).

This is because ☐ Plaintiff/ ☐ Defendant (*choose one*) is _____ years of age, has
been married to ☐ Plaintiff/ ☐ Defendant (*choose one*) for _____ years, has a
monthly income totaling \$_____, and because:

17. **Jointly** Owned Real Estate: (*choose one*)

☐ We do not jointly own any real estate.

OR

☐ We jointly own real estate. The real estate jointly owned by Plaintiff and Defendant is
listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement
Agreement.

18. Plaintiff's **Solely** Owned Real Estate: (*choose one*)

☐ Plaintiff does not solely own any real estate in his or her own name.

OR

☐ Plaintiff solely owns real estate in his or her own name. The real estate solely owned
by Plaintiff is listed on the attached Exhibit A. Exhibit A is incorporated into this
Settlement Agreement.

19. Defendant's **Solely** Owned Real Estate: (*choose one*)

☐ Defendant does not solely own any real estate in his or her own name.

OR

☐ Defendant solely owns real estate in his or her own name. The real estate solely
owned by Defendant is listed on the attached Exhibit A. Exhibit A is incorporated into
this Settlement Agreement.

20. Vehicles or Watercraft: *(choose one)*

☐ We do not own any vehicles or watercraft.

OR

☐ We own vehicles or watercraft. The vehicles or watercraft are listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

21. We jointly own personal property, including household goods, furniture, and furnishings, all of which property has been divided to the parties' satisfaction.

22. Plaintiff's Retirement Plan(s): *(choose one)*

☐ Neither Plaintiff nor Defendant has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff. Plaintiff's past or present employers, union or other group have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff.

OR

☐ Plaintiff or Defendant has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff. Plaintiff's past or present employers, union or other group have paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff. The plans are listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

23. Defendant's Retirement Plan(s): *(choose one)*

☐ Neither Plaintiff nor Defendant has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Defendant. Defendant's past or present employers, union or other group have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Defendant.

OR

☐ Plaintiff or Defendant has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Defendant. Defendant's past or present employers, union or other group have paid money into a pension, profit-sharing plan, IRA or other retirement plan for Defendant. The plans are listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

24. Other Assets: (*choose one*)

☐ There are no financial or other assets of this marriage that are not otherwise included in this Settlement Agreement.

OR

☐ We have financial or other assets of this marriage that are not otherwise included in this Settlement Agreement. The financial or other assets not otherwise mentioned are listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

25. Debts and Liabilities: (*choose one*)

☐ There are no outstanding debts and liabilities of this marriage.

OR

☐ We have outstanding debts and liabilities of this marriage. Our outstanding debts and liabilities are listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

26. Plaintiff wants to restore his or her name. ☐ Yes ☐ No

If YES, the new name is _____.

Plaintiff has no intent to defraud or mislead anyone by changing his/her name.

27. Defendant wants to restore his or her name. ☐ Yes ☐ No

If YES, the new name is _____.

Defendant has no intent to defraud or mislead anyone by changing his/her name.

STIPULATED TERMS FOR JUDGMENT

THE PARTIES STIPULATE AND AGREE that the following terms and provisions may, if approved by the court, be entered as the Judgment and Decree in the above-entitled case.

1. **JURISDICTION.** The parties stipulate that the District Court, _____ County, North Dakota, has jurisdiction over the parties and subject matter of the present action and that the proper venue of this action is in the District Court, _____ County, North Dakota.

2. **DIVORCE AND COURT APPROVAL.** The Plaintiff is awarded an absolute Decree of Divorce on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code. As part of the proceedings in this matter, Plaintiff will submit this Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values to the above-entitled Court. If the divorce is not granted, the terms of this Settlement Agreement will not be of effect. If the Court does not approve this Settlement Agreement, the parties shall be advised and shall be given opportunity to appear and present argument, witnesses and testimony. If the Court approves this Settlement Agreement, and if the Court grants dissolution to Plaintiff herein, the terms of this Settlement Agreement shall be made a part of any Judgment issued by reference, whether or not each and every portion of this Settlement Agreement is literally set forth in the Judgment and Decree.

3. **PARENTAL RIGHTS AND RESPONSIBILITIES:** The parties shall have the parental rights and responsibilities as set forth in North Dakota Century Code Section 14-09-32, which are as follows:

- a. The right to access and obtain copies of the child's educational, medical, dental, religious, insurance, and other records or information.
- b. The right to attend educational conferences concerning the child. This right does not require any school to hold a separate conference with each parent.
- c. The right to reasonable access to the child by written, telephonic, and electronic means.
- d. The duty to inform the other parent as soon as reasonably possible of a serious accident or serious illness for which the child receives health care treatment. The parent shall provide to the other parent a description of the serious accident or serious illness, the time of the serious accident or serious illness, and the name and location of the treating health care provider.
- e. The duty to immediately inform the other parent of residential telephone numbers and address, and any changes to the same.
- f. The duty to keep the other parent informed of the name and address of the school the child attends.

4. **PARENTING PLAN:** Pursuant to N.D.C.C. § 14-09-30, Paragraphs 4 through 18 of the Stipulated Terms for Judgment of this Settlement Agreement constitute the Parenting Plan.

5. **RESIDENTIAL RESPONSIBILITY AND PARENTING TIME:**

a. It is in the best interests of the minor child(ren) that residential responsibility shall be: *(choose one)*

☐ Shared equally between the Plaintiff and the Defendant.

☐ Primary residential responsibility shall be with the Plaintiff. The Defendant shall have parenting time as agreed in the Parenting Time Schedule below.

☐ Primary residential responsibility shall be with the Defendant. The Plaintiff shall have parenting time as agreed in the Parenting Time Schedule below.

b. The legal residence of the minor child(ren) for school attendance shall be: *(choose one)*

☐ The Plaintiff's place of residence.

☐ The Defendant's place of residence.

☐ _____
_____.

c. **Parenting Time Schedule:** We intend the following schedule to be the ongoing consistent parenting time schedule for the child(ren). We also recognize that there will be times when the schedule requires adaptation for the best interest of the child(ren). We intend the following schedule to be an attempt at consistency and stability for the children:

(P = Plaintiff, D = Defendant)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
P:	P:	P:	P:	P:	P:	P:
D:	D:	D:	D:	D:	D:	D:

Additional detail for Parenting Time Schedule:

_____.

d. **Alternate Schedules:** The above Parenting Time schedule will be the default “normal” schedule except as outlined below, or as modified by mutual agreement. The alternate schedules will be as follows: *(choose all that apply)*

☐ Summer Time: Summer Time is defined as:

_____.

The Summer Time alternate schedule will be:

_____.

☐ School Release Days: School Release Days are defined as:

_____.

The School Release Days alternate schedule will be:

_____.

☐ Summer Time/Schools Release Days with the other parent takes precedence over summer activities (such as sports), when the Parenting Time cannot be reasonably scheduled around such events.

☐ Vacation with Parents: Each parent shall have vacation with the child(ren) as follows:

_____.

☐ Additional changes to normal Parenting Time schedule will be:

_____.

e. **Schedule for Holidays and Other Special Days:** The parenting schedule for the child(ren) for holidays and other special days is:

	With Plaintiff <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>	With Defendant <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>
New Year's Day		
Martin Luther King Day		
President's Day		
Spring Break		
Easter		
Mother's Day		
Memorial Day		
Father's Day		
July 4th		
Labor Day		
Teacher's Conferences		
Halloween		
Veteran's Day		
Thanksgiving Day		
Winter Break		
Christmas Eve Day		
Christmas Day		
Plaintiff's Birthday		
Defendant's Birthday		
Child's Birthday		

For purposes of the Holidays and Other Special Days parenting schedule, a holiday includes: _____
_____.

f. **Children's Activities During Parenting Time:** In order to promote the development of well-rounded healthy children, we both support the extracurricular activities of the children. We both agree that we will work together to ensure that the children's activities are not planned as to interfere with the relationship with either parent. We will inform each other of the children's extracurricular activities by:

_____.

g. **Timeliness:** If a parent is more than _____ minutes late to pick the children up for a visit, that visit will be canceled, or:

_____.

h. We agree that if either parent misses their parenting time for any reason, we will deal with the missed time as follows:

_____.

i. We agree that it would be upsetting for our children if a parent misses their parenting time and does not notify the other parent in advance. Except in extreme emergencies, we agree to notify the other parent that we will not be able to exercise our scheduled parenting time as follows:

_____.

j. **Restrictions on Contact with the Children:** Until further order of the Court, the child's time with ☐Plaintiff/☐Defendant will be subject to the following conditions:

_____.

6. **LIMITATIONS ON RESIDENTIAL RESPONSIBILITY AND PARENTING TIME**

MODIFICATIONS: We understand and acknowledge that modifications to residential responsibility and parenting time in this Settlement Agreement and resulting judgment and decree shall be governed by North Dakota Century Code Section 14-09-06.6 and Uniform Child Custody Jurisdiction and Enforcement Act.

7. **DECISION MAKING RESPONSIBILITY:**

a. **Emergency Medical Decisions:** Each parent is authorized to make emergency health care decisions while the children are in that parent's care.

b. **Day-to-day Decisions:** Each parent is authorized to make decisions regarding the day-to-day care and control of the children while the children reside with that parent, except as provided below.

c. **Daycare/Afterschool provider:** *(choose all that apply)*

☐ When we reside in the same community, we agree to use the same daycare/afterschool provider.

☐ To the extent feasible, we agree to rely on each other to care for the children when the other parent is unavailable.

☐ Each parent may decide to utilize the daycare/afterschool provider of their own choosing.

☐ Daycare/afterschool provider will be designated by Plaintiff.

☐ Daycare/afterschool provider will be designated by Defendant.

☐ The children's daycare/afterschool provider is: _____

d. **Education Decisions** will be made by: *(choose one)*

☐ Plaintiff

☐ Defendant

☐ Plaintiff and Defendant jointly

e. **Non-Emergency Health Care Decisions** will be made by: *(choose one)*

☐ Plaintiff

☐ Defendant

☐ Plaintiff and Defendant jointly

f. **Spiritual Development** decisions will be made by: *(choose one)*

☐ Plaintiff

☐ Defendant

☐ Plaintiff and Defendant jointly

g. **Both parents must consent** before any minor child will be permitted to: *(choose all that apply)*

☐ Marry

☐ Obtain a driver's license

☐ Enlist in armed services

☐ Have any body part pierced

☐ Get a tattoo

☐ _____

8. **RECORDS:** Both parents may have access to the children's medical, dental, and school records. Each parent must communicate with the other parent with regard to grade reports, extra-curricular activities, and any other notices from the daycare, the school and related entities concerning the children. The children's daycare and school(s) must be notified of the split households and advised to send copies of the children's school documents, notices and related information to each parent. Both parents retain the right and shall notify and authorize the daycare, the school, and the children's doctors and other professionals to communicate directly with and outside the presence of the other parent. Each parent shall be listed as the children's parent and as an emergency contact with the daycare, the school, and all health professionals unless directed by court order to the contrary. Each parent shall immediately notify the other of any medical emergencies or serious illnesses of the children. If the child is taking medications, the parents shall communicate regarding instructions, dosage, and related information.

The parent who has medical insurance coverage on the children shall supply to the other parent an insurance card and, as applicable, insurance forms and a list of insurer-approved or HMO-qualified health care providers in the area where the other parent is residing.

9. **COMMUNICATION BETWEEN PARENTS:** The parents shall communicate only in positive ways. The parents shall not make and shall not allow others to make derogatory remarks about the other parent in the child's presence.

10. **CHILDREN'S CLOTHING/PERSONAL ITEMS:** *(choose any or all that apply)*

☐ Each parent shall supply the appropriate children's clothing with them for their scheduled time with the other parent.

☐ Each parent shall supply appropriate clothing for the children to remain at that parent's home during parenting time.

☐ These clothes are to be considered the children's clothes and shall be returned clean (when reasonably possible) with the minor children by the other parent.

☐ The child shall leave personal items at each parent's home and shall not remove those items from that home.

☐ The child shall take personal items between each parent's home, and it is the responsibility of each parent to ensure that the personal items remain with the child.

☐ Both parents shall advise, as far in advance as possible, of any special activities so that the appropriate clothing belonging to the children may be sent.

☐ In the winter, or cold months of the year, the children are required to have adequate boots, gloves, hats, and jackets to be provided by both parents.

☐ In the winter, or cold months of the year, each parent shall ensure that the children have appropriate winter clothing to wear, regardless of parenting time.

☐ _____

☐ _____

11. NEITHER PARENT WILL PERMIT THE CHILD TO BE SUBJECTED TO:

_____.

Violations of these provisions may subject the offender to court sanctions, or, if continuous and serious, may result in modification of the parenting plan.

12. TRANSPORTATION AND EXCHANGE ARRANGEMENTS: *(choose any and all that apply)*

☐ When we live in the same community, the responsibility of picking up and returning the children should be shared with pickup at _____ and drop off at _____.

☐ Pick up at _____

☐ Drop off at _____

☐ Alternative Pick up/Drop off at _____

☐ A parent may not enter the residence of the other parent, except by express invitation by that parent, regardless of whether a visiting parent retains a property interest in the residence.

☐ The children shall be picked up and returned to the front entrance of the appropriate residence.

☐ The parent dropping off the children should not leave the premises until the children are safely inside.

☐ Parents should refrain from surprise visits to the other parent's home.

☐ A parent's time with the children is his or her own, and the children's time with that parent is equally private.

☐ Any change in pick up or drop off location will be determined by: _____

☐ The person picking up or returning the children during times of parenting time has an obligation to be punctual, arriving at the agreed time and place, not substantially earlier or later.

☐ Other: _____
_____.

13. **COMMUNICATION:** Communication between parents and children shall be liberally permitted at reasonable hours and at the expense of parent initiating contact. The children may, of course, communicate with either parent though at reasonable hours and frequencies and at the cost of the parent contacted, if there is a cost. During long vacations the parent with whom the child is on vacation should make the child available for contact _____
_____.

At all other times, the parent with whom the child is staying shall not refuse to allow contact or take any action in order to deny the other parent contact. Each parent should facilitate the communication between the child and the other parent.

14. **EXCHANGING INFORMATION:** Both parents shall notify the other parent in writing of any change in residence, telephone numbers, names and addresses of employers, changes in health insurance coverage for the children, and changes in health insurance available through employer which could cover the children.

15. **CHANGES TO PARENTING PLAN:** As parents we recognize that the parenting plan imposes specific requirements and responsibilities; however, when family necessities, illnesses, or commitments reasonably so require, we will modify the parenting plan fairly. The parent requesting modification shall act in good faith and give as much notice as circumstances permit. If we cannot agree, we will look to the dispute resolution provisions in this document, or bring the matter to a parenting coordinator. We also anticipate that at some point circumstances may fundamentally change, and agree that we will review the parenting plan upon the following events: *(choose any and all that apply.)*

- ☐ The oldest child reaches age _____.
- ☐ If either parent intends to move more than ____ miles from his or her current residence.
- ☐ In two years.
- ☐ After recommendation of the parenting coordinator.
- ☐ After recommendation of a professional (i.e. doctor, therapist, pastor).
- ☐ After arrest or criminal activity by one or both parties.
- ☐ Upon verified chemical abuse /relapse.
- ☐ Upon an agency or Court finding of child abuse or neglect by one or both parties.
- ☐ Upon a court finding of domestic violence by one or both parties.
- ☐ Prolonged lack of contact with the child.

☐ Other: _____

☐ The parents may change this plan by agreement, but all changes must be in writing, signed, and dated by both parents.

16. **OUT OF STATE RELOCATION OF RESIDENCE OF THE CHILD:** We agree that out of state relocation of the residence of the children shall be governed by North Dakota Century Code Section 14-09-07.

17. **DISPUTE RESOLUTION:**

a. In the event the parties are unable to resolve their differences with regard to the parenting plan, disputes between the parties shall be submitted to: *(choose one)*

☐ Counseling

☐ Mediation

☐ Other _____

b. The cost of this process will be allocated between the parties as follows based on: *(choose one)*

☐ Each parent shall pay one-half.

☐ Each parent's proportional share of income from the child support worksheets.

☐ As determined in the dispute resolution process.

☐ _____

c. A parent will begin the dispute resolution process by notifying the other parent by *(choose all that apply)*:

☐ Written request

☐ Certified mail

d. In the dispute resolution process with regard to the parenting plan:

1. Preference will be given to carrying out this Parenting Plan.

2. Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.

3. A written record will be prepared of any agreement reached in counseling or mediation and of each arbitration award and will be provided to each party.

4. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorneys' fees and financial sanctions to the other parent.

18. **COMPLIANCE:** After this parenting plan has been made a part of a court order or judgment, repeated, unjustified violations of these provisions may subject the offender to court sanctions, or, if continuous and serious, may result in modification of the parenting plan. One parent's failure to comply with a provision of the parenting plan does not affect the other parent's obligation to comply with the parenting plan. Violation of provisions of this plan with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense. Violation of this plan may subject a violator to arrest, fines, imprisonment or sanctions or other remedies available under the law.

19. **CHILD SUPPORT:**

a. Pursuant to the North Dakota Child Support Guidelines and N.D.C.C. § 14-09-09.7, (choose one)

☐ **A child support order already exists for the child(ren).** The child support case number is _____. The existing child support payment amounts shall be incorporated into the judgment in this case. A copy of the child support order is attached.

☐ **Plaintiff shall pay Defendant \$_____ per month** as and for child support based on net monthly income of _____. Plaintiff's income was determined by (explain) _____

_____.

A copy of the completed child support calculation forms that were used to calculate the child support obligation are attached.

☐ **Defendant shall pay Plaintiff \$_____ per month** as and for child support based on net monthly income of _____. Defendant's income was determined by (explain) _____

_____.

A copy of the completed child support calculation forms that were used to calculate the child support obligation are attached.

☐ **Plaintiff and Defendant have equal residential responsibility.** Based on Plaintiff's net monthly income of \$_____ and child support obligation of \$_____, and Defendant's net monthly income of \$_____ and

child support obligation of \$ _____, child support amounts will be offset for payment purposes.

The lesser obligation of \$ _____ owed by ☐Plaintiff/ ☐Defendant (*choose one*) will be subtracted from the greater obligation of \$ _____ owed by ☐Plaintiff/ ☐Defendant (*choose one*). ☐Plaintiff/ ☐Defendant (*choose one*) shall pay the difference of \$ _____ per month. A copy of the completed child support calculation forms that were used to calculate the child support obligation are attached.

If child support rights become assigned because the child(ren) receives public assistance, the offset is no longer allowed. Each parent will be responsible for paying the full amount the parent's obligation as long as the assignment is in effect.

b. Deviation from child support calculator: (*choose one*)

☐ **Does not apply.** A child support order already exists for the child(ren)

☐ **The child support amount listed in Paragraph 19(a) does not deviate** from the child support calculator.

☐ **The child support amount listed in Paragraph 19(a) deviates** from the child support calculator. \$ _____ is the presumptively correct child support amount. Pursuant to N.D.C.C. § 14-09-09.7, the presumption is rebutted because: (*explain*) _____

and is in the best interests of the child(ren) because:

(*explain*) _____

_____.

☐ Additional sheets are attached. (*Choose if applicable*)

c. Child support shall commence (*choose one*)

☐ **As required by the existing child support order.** The child support case number is _____.

☐ **Before the 10th day of each month** starting with the month after the judgment is entered.

d. The support obligation of ☐ Plaintiff/ ☐ Defendant (*choose one*) for the minor children shall continue (*choose one*)

☐ **As required by the existing child support order.** The child support case number is _____.

☐ **Until the last day of the month in which the child reaches age eighteen (18),** unless the child is still in high school and still living at that time with the parent receiving support. If support is to continue or resume after the month in which the child reaches age eighteen (18), the parent receiving support shall file the Affidavit of Custodial Parent with the court. If the affidavit is filed, child support will continue or resume until the last day of the month in which the child graduates or reaches age nineteen (19), whichever comes first. Unless the step-down child support obligation is specified in Paragraph 19(e), a child support obligation for more than one child will not automatically be reduced when the support obligation expires for the oldest child.

e. Step-down child support obligation: (*choose one*)

☐ **Does not apply.** A child support order already exists for the child(ren).

☐ **Does not apply.** This Settlement Agreement applies to one minor child of Plaintiff and Defendant.

☐ **Plaintiff and Defendant reserve the step-down child support obligation issue.**

☐ Plaintiff and Defendant have _____ minor children together, to which this Settlement Agreement applies. **The step-down child support obligation is:**

After child support terminates for one child, ☐ Plaintiff/☐ Defendant (*choose one*) shall pay \$_____ child support per month. The first payment is due on the day indicated in Section 19(c) on the first month after child support terminates

for one child. Subsequent payments are due on each successive month on the day indicated in Section 19(c) **until** child support terminates for a second child.

After child support terminates for two children, ☐Plaintiff/ ☐Defendant (*choose one*) shall pay \$_____ child support per month. The first payment is due on the day indicated in Section 19(c) on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Section 19(c) **until** child support terminates for a third child.

☐Additional sheets are attached. (*Choose if applicable*)

f. Child support orders are subject to income withholding in accordance with N.D.C.C. § 14-09-09.24. The obligation will accrue interest if not paid timely in accordance with N.D.C.C. § 14-09-08.19.

g. All child support payments shall be made through the North Dakota State Disbursement Unit (SDU), and mailed to: SDU, P.O. Box 7280, Bismarck, ND 58507-7280. A parent owing support may make payments by personal check until a check is returned for nonsufficient funds. After that, payments must be made by cash, money order, or certified check. Any child support payment made directly by the parent paying support to the parent receiving support, rather than through the SDU, will be treated as a gift unless Child Support agrees to give credit for the payment.

h. Child support orders are subject to periodic review under N.D.C.C. § 14-09-08.4. Either party may request a review of an order by applying to the child support agency as provided in N.D.C.C. § 14-09-08.9.

i. Each party subject to this order shall provide SDU with the following information within ten days of the order or within ten days of any change of information as provided in N.D.C.C. § 14-09-08.1:

- Social Security number;
- Home address, mailing address, and any change of address;
- Telephone number;
- Driver license number;
- Employer's name, address, and telephone number; and
- Change of any other condition that could affect paying or receiving support. Examples include getting or losing health insurance for the child(ren), being approved for disability payment, and becoming incarcerated.

20. **MEDICAL SUPPORT:**

a. **Health Insurance:** In accordance with the provisions of N.D.C.C. § 14-09-08.10, the parent with physical custody of the minor child(ren) shall provide satisfactory health insurance for the minor child(ren) whenever that coverage is available at no or nominal cost, now or in the future.

In the event the parent with physical custody of the minor child does not have satisfactory health insurance at no or nominal cost, the parent without physical custody of the minor child(ren) shall provide satisfactory health insurance for the minor child(ren) whenever that coverage is available at reasonable cost or becomes available at reasonable cost, now or in the future. Reasonable cost is defined pursuant to N.D.C.C. § 14-09-08.15.

The parent providing health insurance for the child(ren) shall notify Child Support when the health insurance is obtained and shall include:

- Name of insurance company;
- Name of policyholder;
- Policy number; and
- Date insurance coverage started.

☐ Existing coverage (*choose if applicable*)

☐ Plaintiff/ ☐ Defendant (*choose one*) currently provides medical coverage of the minor child(ren) and shall continue to provide coverage as long as it is available at a reasonable cost.

b. **Uninsured and Unreimbursed Medical Expenses:** Plaintiff and Defendant shall divide uninsured and unreimbursed medical expenses associated with the child(ren), including, but not limited to medical, dental, orthodontia, vision, counseling, co-pays, deductible and prescription drugs, in the following way:

Plaintiff shall pay _____% and the Defendant shall pay _____%.

Plaintiff and Defendant shall exchange written verification of their respective out-of-pocket medical costs for the child(ren) on a ☐ monthly ☐ quarterly ☐ annual basis (*choose one*). Reimbursement shall be made to the other party within _____ days.

If one party has made payment for the child(ren)'s uninsured or unreimbursed medical expenses and the other party is reimbursed by the insurance company, the party receiving the reimbursement shall immediately pay the reimbursed amount to the party who paid the health care provider.

21. **CHILDCARE COSTS:** Plaintiff and Defendant shall divide childcare costs in the following way: _____

 _____.

22. **CHILD TAX EXEMPTION:** Only one party may claim a deduction for each child on their income tax return. Each party shall execute any IRS or similar forms to allow the other party to take the exemption, deduction and credit in the appropriate years.

(Choose one)

☐ For each minor child, the child tax exemption shall be claimed according to the following schedule:

(P = Plaintiff, D = Defendant)

Child's Initials	Deduction claimed every year by:		Deduction claimed odd years by:		Deduction claimed even years by:	
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D

☐ Additional sheets are attached. (Choose if applicable)

☐ The parent who provided health insurance coverage for the minor child for _____% or more of the tax year shall claim the child tax exemption for that child.

☐ Other: _____

 _____.

23. **SPOUSAL SUPPORT:** (choose one)

☐ Defendant shall pay to Plaintiff the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.

☐ Plaintiff shall pay to Defendant the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.

☐ Neither Plaintiff nor Defendant will be awarded permanent or rehabilitative spousal support and the court shall be divested from any jurisdiction to make any awards of spousal support in the future.

24. **JOINTLY OWNED REAL ESTATE:** *(choose one)*

☐ We do not jointly own any real estate.

OR

☐ We jointly own real estate. The real estate jointly owned by Plaintiff and Defendant shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

25. **PLAINTIFF'S SOLELY OWNED REAL ESTATE:** *(choose one)*

☐ Plaintiff does not solely own any real estate in his or her own name.

OR

☐ Plaintiff solely owns real estate in his or her own name. Plaintiff's solely owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

26. **DEFENDANT'S SOLELY OWNED REAL ESTATE:** *(choose one)*

☐ Defendant does not solely own any real estate in his or her own name.

OR

☐ Defendant solely owns real estate in his or her own name. Defendant's solely owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

27. **VEHICLES OR WATERCRAFT:** *(choose one)*

☐ We do not own any vehicles or watercraft.

OR

☐ We own vehicles or watercraft. The vehicles or watercraft shall be awarded to Plaintiff and Defendant as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement. The party receiving each vehicle or watercraft shall pay for all loans and insurance associated with the vehicle or watercraft.

28. **PERSONAL PROPERTY:** Plaintiff's and Defendant's personal property, including household goods, furniture, and all furnishings have already been divided to the parties' satisfaction.

- a. Plaintiff shall have all right, title, interest, and equity, free and clear of any claim on the part of Defendant, in and to the personal property in Plaintiff's possession.

- b. Defendant shall have all right, title, interest, and equity, free and clear of any claim on the part of Plaintiff, in and to the personal property in Defendant's possession.

29. **PLAINTIFF'S RETIREMENT PLAN(S):** *(choose one)*

☐ Neither Plaintiff nor Defendant has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff. Plaintiff's past or present employers, union or other group have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff.

OR

☐ Plaintiff or Defendant has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff. Plaintiff's past or present employers, union or other group have paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff. Plaintiff's pension, profit sharing, retirement plan, or IRA shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

If Plaintiff's retirement plan is divided between Plaintiff and Defendant, the proposed qualified domestic relations order (QDRO) is filed with this Settlement Agreement. We agree Plaintiff shall obtain the proposed QDRO. We understand that the court will not draft a QDRO document or an order including a QDRO.

30. **DEFENDANT'S RETIREMENT PLAN(S):** *(choose one)*

☐ Neither Plaintiff nor Defendant has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Defendant. Defendant's past or present employers, union or other group have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Defendant.

OR

☐ Plaintiff or Defendant has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Defendant. Defendant's past or present employers, union or other group have paid money into a pension, profit-sharing plan, IRA or other retirement plan for Defendant. Defendant's pension, profit sharing, retirement plan, or IRA shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

If Defendant's retirement plan is divided between Defendant and Plaintiff, the proposed qualified domestic relations order (QDRO) is filed with this Settlement Agreement. We

agree Defendant shall obtain the proposed QDRO. We understand that the court will not draft a QDRO document or an order including a QDRO.

31. **OTHER ASSETS:** (*choose one*)

☐ There are no financial or other assets of this marriage that are not otherwise included in this Settlement Agreement or attached Exhibit A.

OR

☐ The parties shall be awarded all right, title, interest and equity in and to the financial or other asset not otherwise mentioned, as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

32. **DEBTS AND LIABILITIES:**

a. (*choose one*)

☐ There are no outstanding debts and liabilities of this marriage.

OR

☐ We have outstanding debts and liabilities of this marriage. Plaintiff's and Defendant's debts and liabilities shall be paid as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

b. Except as otherwise expressly provided, any and all unpaid debts not otherwise included in this Settlement Agreement and attached Exhibit A, incurred by the Plaintiff and Defendant during the course of their marriage shall be the responsibility of the person who incurred the debt.

c. Plaintiff and Defendant shall not contract any debt, charge or liability whatsoever for which the other or their property or estate shall or may become liable or answerable in the future.

33. **INCOME TAX RETURNS:** The parties agree to share historical accounting and tax information, documents and records with the other as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years.

Each party shall execute any IRS or similar forms as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years.

In accordance with the Affordable Care Act (ACA), the party providing, or who has provided health insurance coverage for a child being claimed as a dependent, shall supply the other party proof of coverage (IRS Form 1095-A, IRS Form 1095-B, or IRS Form 1095-C) on or

before January 31, or as soon thereafter as proof of coverage is received, of every applicable calendar year.

34. **REMARRIAGE:** (*choose one*)

☐ There shall be no restrictions on remarriage.

OR

☐ The parties agree that neither party shall remarry for a period of _____ days from the date of Entry of Judgment.

35. **FORMER NAME:** (*choose one*)

☐ Neither Plaintiff nor Defendant wants to restore his or her name.

OR

☐ Plaintiff/ ☐ Defendant (*choose one*), presently known as _____ and year of birth _____, will be restored to his or her former name of " _____ " in any Judgment issued herein and will be known thereafter as _____.

36. **EXECUTION OF REQUIRED DOCUMENTS:** The parties shall, within ten (10) days from the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment and Decree. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.

37. **FINALITY OF SETTLEMENT:** This Settlement Agreement is intended as a full, complete, final and conclusive settlement of all marital rights and all property rights between the parties.

38. **VALIDITY OF AGREEMENT:** This Settlement Agreement shall be binding upon the parties hereto with respect to the above- entitled action, or any other action between the parties and it is agreed that the material provisions of this Settlement Agreement shall be incorporated in and made a part of any judgment or decree entered into this action. If any provisions of this agreement are held to be invalid, unconscionable, or unenforceable, all the remaining provisions of this Settlement Agreement shall nevertheless continue in full force and effect.

39. **FULL DISCLOSURE AND RELIANCE:** Each party warrants to the other that there has been accurate, complete and current disclosure of all income, assets, and liabilities.

40. **ACKNOWLEDGMENT OF AGREEMENT:** The parties have read this Settlement Agreement, have given it serious thought and consideration, and understand its contents. The parties agree that this Settlement Agreement is fair, just, equitable, and in the best interests of the child(ren) under the circumstances, and it has been made in aid of an orderly and just determination of the marital rights, property settlement, and parental rights and responsibilities in this matter satisfactory to both parties. This Settlement Agreement is being entered into by the parties subsequent to the definite understanding between them that there can be no reconciliation.

41. **WAIVER OF COUNSEL:** The parties represent to the Court that each acknowledges the importance of consulting separate, independent legal counsel as well as a tax expert prior to the execution of this Settlement Agreement. The parties expressly waived that right and freely and voluntarily entered into this Settlement Agreement which became a basis for the order for judgment and judgment. **The parties acknowledge that this is a legal document and binding upon them.**

I, _____, **Plaintiff**, state under penalty of perjury that the information in this Settlement Agreement is true and correct, and that I have read, understand, and agree to be bound by this Agreement.

Dated this ____ day of _____, 20____.

(Signature of Plaintiff)

(Plaintiff's Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number)

STATE OF _____)

COUNTY OF _____)SS

Signed and sworn to before me on _____, 20 ____ by _____

(Notary Public or Clerk of Court)

If Notary, my commission expires: _____

(Defendant's Signature on Page 29 of 29)

I, _____, **Defendant**, state under penalty of perjury that the information in this Settlement Agreement is true and correct, and that I have read, understand, and agree to be bound by this Agreement.

Dated this _____ day of _____, 20_____.

(Signature of Defendant)

(Defendant's Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number)

STATE OF _____)

COUNTY OF _____)SS

Signed and sworn to before me on _____, 20_____ by _____

(Notary Public or Clerk of Court)

If Notary, my commission expires: _____