

## Read Before Filling Out The Settlement Agreement (Form 3)

Divorce can have serious long-term legal and financial consequences. Only a [lawyer](#) who agrees to represent you can tell you about your options based on your circumstances.

This Settlement Agreement (Form 3) is part of the *Filing for Divorce Together – With Children* forms packet. You may use this forms packet if **All** of the following are true:

- You and your spouse are currently in communication with each other.
- You and your spouse agree on **All** issues. **Both spouses must date and sign Forms 3, 4 & 5.** (See Forms 3, 4, & 5 for the issues that you both must agree to in writing.)
- The spouse listed as Plaintiff has lived in North Dakota for at least the last 6 months.
- All of the minor children of the marriage have lived in North Dakota with a spouse for at least the past 6 months (*or since birth*);

**\*Or\***

Within the past 6 months, North Dakota was the home state of all of the minor children of the marriage and one spouse still lives in North Dakota.

- This is the only legal action in North Dakota, any other state, or tribe between you and your spouse regarding the marriage or your minor children.
- The reason for your divorce is irreconcilable differences (*no-fault by either spouse*).
- If either spouse is currently in the military, they're not deploying or deployed.
- There's **no** domestic violence protection order or disorderly conduct restraining order currently in effect regarding either spouse.

Read the instructions for the forms packet and this form **Before** filling out the Settlement Agreement. If you're unsure how to proceed, [consult a lawyer](#).

The Settlement Agreement form must be filled out completely and signed by **Both** spouses.

If this form isn't filled out completely and signed by both spouses, it may not be accepted.

If the form is accepted for filing, but the judge or judicial referee assigned to your divorce decides the form is incomplete, your case may be dismissed without granting a divorce.

**Retirement assets:** If you decide to divide retirement assets, you likely need an additional court order called a "Qualified Domestic Relations Order," or QDRO, to make the division effective. A QDRO form **isn't** available through the North Dakota Legal Self Help Center. It's strongly recommended that you [hire a lawyer](#) to prepare a QDRO. If both spouses keep their own retirement assets, or don't have retirement assets, a QDRO isn't necessary.

**Debts:** If a spouse is ordered to pay a debt of the marriage and that spouse doesn't pay, the creditor may still seek payment of the debt from the other spouse.

**Don't include this cover sheet when you file the completed form.**

## Filing for Divorce Together – With Children

### Instructions for Form 3: Settlement Agreement

(Form 3: Settlement Agreement is part of the *Filing for Divorce Together – With Children* packet of forms. [Review the instructions for the packet of forms](#) before completing the Settlement Agreement, Exhibit A, and Exhibit B.)

**ND Legal Self Help Center Staff and Court employees can't help you fill out forms. If you're unsure how to proceed, consult a lawyer.**

**ND Legal Self Help Center forms aren't official court forms. Judges and courts aren't required to accept them. There's no guarantee Center forms will be accepted. Use at your own risk.**

**Don't include these instruction sheets when you serve or file the completed form.**

**Fill out the Settlement Agreement (Form 3) ONLY if you and your spouse agree on ALL issues in the Settlement Agreement (Form 3), Exhibit A (Form 4), and Exhibit B (Form 5). If you haven't reached a full agreement on ALL issues, you can't use this packet of forms.**

**The Plaintiff & Defendant Must Work Together to Complete & Sign This Form:**

#### Definitions

**Child Support** – payments for the support of a child, including payments for health insurance coverage or other medical support, and payments for the support of spouses or former spouses with whom the child is living as long as the spousal support payment is owed to the spouse or former spouse under the same order as the payments for the child, if the payment is required by the order of a court or other governmental agency having authority to issue such orders, and includes past-due support.

**Debts** (also called Liabilities) – Everything owed by either spouse, whether owed jointly or individually, or incurred before or during the marriage. Debts include, but aren't limited to, mortgage, credit cards, student loans and car loans.

**Deploying or deployed parent** – a deploying or deployed parent is a uniformed service member who has been notified of orders of movement or mobilization for more than ninety days but less than eighteen months **and** the orders are designated as unaccompanied, not authorized for dependent travel, or don't permit family members to move to the deployment location.

**Equitable Distribution** (also called Equitable Division) – Marital property and debt is divided equitably (fairly) in a divorce. Equitable distribution doesn't mean equal distribution.

**Home state** – the state in which a child lived with a parent for at least six consecutive months immediately before the commencement of a child custody proceeding. In the case of a child less than six months of age, home state means the state in which the child lived from birth with a parent. A period of temporary absence of any of the mentioned persons is part of the period.

**Irreconcilable differences** – (*also called No Fault*) substantial reasons for not continuing the marriage and which make it appear the marriage should be dissolved. The court need only find that irreconcilable differences exist.

**Liabilities** – See Debts.

**Marital Property** – All of the assets and debts owned by either spouse, whether owned or owed jointly or individually, or acquired or incurred before or during the marriage.

**Obligor** – the person ordered by the court to pay child support or spousal support.

**Obligee** – the person receiving child support or spousal support ordered by the court.

**Parental rights and responsibilities** – all the rights and responsibilities a parent has concerning the parent's child.

**Parenting plan** – a written plan describing each parent's rights and responsibilities.

**Parenting time** – (*also called visitation*) the time when the child is to be in the care of a parent.

**Primary residential responsibility** – a parent with more than fifty percent of the residential responsibility.

**Residential responsibility** – (*also called custody*) a parent's responsibility to provide a home for the child.

- Top of form (Caption):** Fill in the name of the North Dakota County where you plan to file your divorce case. Go to [ndcourts.gov/court-locations](https://ndcourts.gov/court-locations) for a map of court locations listed by County.
- Fill in the name of the Judicial District where the County is located. Click on the name of the County to find the name of the Judicial District.
  - Fill in the full, legal name of the spouse who will be listed as the Plaintiff.
  - Fill in the full, legal name of the spouse who will be listed as the Defendant.

- Leave Case No blank. If the Clerk of Court accepts all of completed *Filing for Divorce Together – With Children* forms, the Clerk of Court assigns a case number. (See Step Eleven of the [Instructions for the forms packet.](#))

**Whereas:** Review the statements carefully.

### Agreement as to Facts:

- Paragraph 1:** You don't need to write anything for this paragraph.
  - However, you can't file this completed Form 3 with the Clerk of Court until you complete Step Ten of the [Instructions for the forms packet.](#)
- Paragraph 2:** Fill in the information for the Plaintiff.
- Paragraph 3:** Fill in the information for the Defendant.
- Paragraph 4:** Fill in your marriage information.
- Paragraphs 5 & 6:** If the statements in Paragraphs 5 and 6 aren't true, **Stop!** You can't use this form or the *Filing for Divorce Together – With Children* packet of forms.
- Paragraph 7:** Put a checkmark (✓) next to the statement that's true for your situation. If neither statement is true, **Stop!** You can't use this form or the *Filing for Divorce Together – With Children* packet of forms.
  - See the [Instructions for the forms packet](#) for the definitions of deployed or deploying spouse.
- Paragraphs 8 & 9:** If the statements in Paragraphs 8 and 9 aren't true, **Stop!** You can't use this form or the *Filing for Divorce Together – With Children* packet of forms.
- Paragraph 10:** Fill in the information for each minor child of the Plaintiff and Defendant.

If you have more than three minor children together, attach a sheet that lists the information for each additional child. Type or write on one side only.

- Put a checkmark (✓) in the box at the end of Paragraph 10.
- Type or write "Settlement Agreement Paragraph 10" on the top of the additional sheet(s).

**Paragraph 11:** Put a checkmark (✓) next to the statement that's true for your situation.

- Type or write the full, legal name of the spouse.

If neither statement is true, **Stop!** You can't use this form or the *Filing for Divorce Together – With Children* packet of forms.

**Paragraph 12:** Put a checkmark (✓) next to the statement that is true for your situation. If neither statement is true, **Stop!** You can't use this form or the *Filing for Divorce Together – With Children* packet of forms.

**Paragraph 13:** Refer to Paragraph 12 of *Form 2: Complaint*. Put a checkmark (✓) next to the statement that is true for your situation. If you select the first option, fill in the case number of the child support order.

- If you already have a child support order, make sure you have a copy. You file the copy of the child support order with the court. (See Step Eleven of the [Instructions for the forms packet](#).)

**Paragraph 14:** List all of the Plaintiff's sources of income. List the amount of the monthly income from each source.

**Paragraph 15:** List all of the Defendant's sources of income. List the amount of the monthly income from each source.

### Important Information for Paragraph 16 – Spousal Support

In deciding to award spousal support, the Court would consider any factors the court considers relevant in deciding the amount and duration of spousal support, and **must consider the following factors** from [Section 14-05-24.1 of the North Dakota Century Code](#):

- The age of the Plaintiff and Defendant;
- The earning of the Plaintiff and Defendant;
- The duration of the marriage;
- The conduct of the Plaintiff and Defendant during the marriage;
- The station in life of the Plaintiff and Defendant;
- The circumstances and necessities of the Plaintiff and Defendant;
- The health and physical condition of the Plaintiff and Defendant; and

- The Plaintiff’s and Defendant’s financial circumstances as shown by the property owned at the time, its value at the time, its income-producing capacity, if any, whether accumulated before or after the marriage.

Once spousal support is awarded, or reserved, the court may change or set the amount or the length of time the spousal support is paid under certain circumstances.

### Duration of Spousal Support for Paragraph 16

[Section 14-05-24.1 of the North Dakota Century Code](#) lists the amount of time a spouse may receive spousal support as follows:

| Length of Marriage      | Duration of Spousal Support Award as Percentage (%) of the Number of Months of the Length of the Marriage |
|-------------------------|---|
| Less than 5 Years       | Up to 50%   |
| Between 5 and 10 Years  | Up to 60%   |
| Between 10 and 15 Years | Up to 70%   |
| Between 15 and 20 Years | Up to 80%   |
| 20 Years or More        | Duration Agreed by Parties, or a Limited Time as Decided by the Court                                     |

**If you plan to include a different duration of spousal support than the amount listed above, Stop! You can’t use this form or the *Filing for Divorce Together – With Children* packet of forms.**

- Paragraph 16:** Put a checkmark (✓) next to the statement that is true for your situation. If you select the second option, fill in the information completely, and explain the need spousal support.
- Paragraph 17:** You don’t need to write anything for this paragraph. You provide detailed information about your property and outstanding debts and liabilities in Exhibit A: Confidential Division of Property and Debts and Values (Form 4).
  - You **must** complete Exhibit A: Confidential Division of Property and Debts and Values (Form 4) even if you don’t have property and outstanding debts and liabilities.
- Paragraph 18:** Put a checkmark (✓) next to the statement that is true for the Plaintiff. If yes, write or type the full, legal name the Plaintiff requests.

- Paragraph 19:** Put a checkmark (✓) next to the statement that is true for the Defendant. If yes, write or type the full, legal name the Defendant requests.

### Stipulated Terms for Judgment:

- Paragraph 20:** Fill in the name of the North Dakota County you listed in the Caption.
- Paragraphs 21 and 22:** You don't need to write anything for these paragraphs. If the statements in Paragraphs 21 and 22 aren't true, **Stop!** You can't use this form or the *Filing for Divorce Together – With Children* packet of forms.

A Parenting Plan is required in **every** divorce involving residential responsibility (*custody*) and parenting time (*visitation*). The Plaintiff and Defendant **must** complete and sign Exhibit B: Parenting Plan (Form 5). Otherwise, you can't use this form or the *Filing for Divorce Together – With Children* packet of forms.

- Paragraph 23:** You don't need to write anything for this paragraph. You provide a detailed parenting plan in Exhibit B: Parenting Plan (Form 5).

### Paragraph 24 through Paragraph 35 is Your Child Support Agreement

If you **don't** already have a child support order, you must calculate your child support amount. Calculate your child support **before** completing Paragraph 24 through Paragraph 35.

The link to the Child Support Calculator is [childsupport.dhs.nd.gov/resources-lawyers/child-support-guidelines/current-child-support-guidelines](https://childsupport.dhs.nd.gov/resources-lawyers/child-support-guidelines/current-child-support-guidelines). The Calculator is maintained and supported by the Child Support Division of the North Dakota Department of Health and Human Services.

If you **don't** want to establish child support at this time, or if you and your spouse agreed to a different child support amount than child support calculator indicates, **Stop!** You can't use this form or the *Filing for Divorce Together – With Children* packet of forms.

If you attempt to file this packet of forms without completing the child support calculations, the court will either require you to complete the calculations before making a decision on your divorce case, or dismiss your divorce case entirely.

You may be able to apply for services with [North Dakota Child Support](#).

If your application for full services is approved by [North Dakota Child Support](#) they can help to establish an order for child support and medical support in a separate child support case.

- Paragraph 24:** Put a checkmark (✓) next to the option that fits your circumstances. Fill in the details. **Don't** checkmark more than one option.
- Paragraph 25:** Put a checkmark (✓) next to the option that fits your circumstances. Fill in the details. **Don't** checkmark more than one option.
- **WARNING:** The Calculator amount is presumed to be the correct amount of child support. If you ask for a deviation from the Calculator amount you must prove you meet one of the limited exceptions for deviation, **and** the deviation is in the best interests of the child(ren). You're strongly urged to consult an attorney if you're asking for deviation from the Calculator amount.
  - If you're asking for a deviation and need additional space to prove you meet one of the limited exceptions for deviation **and** best interests of the children, you may attach an additional sheet or sheets. Type or write on one side only.
    - Put a checkmark (✓) in the box at the end of Paragraph 25.
    - Type or write "Settlement Agreement Paragraph 25" on the top of the additional sheet(s).
- Paragraph 26:** Put a checkmark (✓) next to the option that fits your circumstances. Fill in the details. **Don't** checkmark more than one option.
- Paragraph 27:** Put a checkmark (✓) next to the option that fits your circumstances. Fill in the details. **Don't** checkmark more than one option.
- Paragraph 28:** Put a checkmark (✓) next to the option that fits your circumstances. Fill in the details. **Don't** checkmark more than one option.
- This section allows spouses with more than one minor child to calculate child support amounts when the child support obligation ends for an older child. For example, for spouses with three children, when the oldest child turns 18 or graduates high school, child support payment "steps-down" to the amount calculated for two children, rather than three.
  - You aren't required to include step-down child support obligations. You may choose to reserve the issue for some time in the future.
  - If you choose to include a step-down, you need to complete the [Calculator](#) for each step-down child support obligation.
  - If you have more than three minor children, you may use an additional sheet to complete Paragraph 28 for more than three children. Type or write on one side only.



- Put a checkmark (✓) in the box at the end of Paragraph 28. Type or write “Settlement Agreement Paragraph 28” on the top of the additional sheet(s).
- ❑ **Paragraphs 29 through 33:** Read carefully. You don’t need to write anything for these paragraphs.
- ❑ **Paragraph 34:** Read carefully. If existing coverage applies to your situation, put a checkmark (✓) next to “Existing Coverage” and a checkmark (✓) next to either Plaintiff or Defendant.
- ❑ **Paragraph 35:** Read carefully. Fill in the details of your agreement for uninsured and unreimbursed medical expenses.
- ❑ **Paragraph 36:** Fill in the details of your agreement for childcare costs.
- ❑ **Paragraph 37:** Put a checkmark (✓) next to the option to which both spouses agree. If the option requires details, fill in the details. **Don’t** checkmark more than one option.
- ❑ **Paragraph 38:** Refer to Paragraph 16. Put a checkmark (✓) next to the option to which both spouses agree. If the option requires details, fill in the details. **Don’t** checkmark more than one option.
  - If you select an option for payment of spousal support, type or write when spousal support payments will begin.
  - If the same spouse paying spousal support will also pay child support, you may wish to start both payments at the same time. (Refer to Paragraph 26.)
- ❑ **Paragraph 39:** You don’t need to write anything for this paragraph. You must complete Exhibit A: Confidential Division of Property and Debts and Values (Form 4) even if you don’t have property and outstanding debts and liabilities.
- ❑ **Paragraph 40:** Read carefully. You don’t need to fill out anything for Paragraph 40.
- ❑ **Paragraph 41:** Refer to Paragraph 18. Put a checkmark (✓) next to the option that matches the option you chose in Paragraph 18. If the option requires details, fill in the details. **Don’t** checkmark more than one option.
- ❑ **Paragraph 42:** Refer to Paragraph 19. Put a checkmark (✓) next to the option that matches the option you chose in Paragraph 19. If the option requires details, fill in the details. **Don’t** checkmark more than one option.
- ❑ **Paragraphs 43 through 50:** Read carefully. You don’t need to fill out anything for Paragraphs 43 through 50.

- ❑ **Plaintiff Completes and Signs Page 18.** The Plaintiff must sign and date in the presence of a Notary Public or a Clerk of Court.
- ❑ **Defendant Completes and Signs Page 19.** The Defendant must sign and date in the presence of a Notary Public or a Clerk of Court.

Each spouse may sign on separate dates and at separate locations, but **both spouses must sign and date BEFORE filing this completed packet of forms with the court.**

- The form doesn't have to be signed in North Dakota or signed by a North Dakota Notary Public or a North Dakota Clerk of Court.
- If you sign the form in a state other than North Dakota, sign in the presence of a Notary Public or Clerk of Court of that state.

### **Both Spouses Must Sign the Settlement Agreement (Form 3)!**

You can use this packet of forms **Only If** the forms are completed and signed as follows:

- **Summons (Form 1)** – signed by Plaintiff and a clerk of court
- **Complaint (Form 2)** – signed by Plaintiff
- **Settlement Agreement (Form 3)** – signed by Plaintiff & Defendant in presence of notary public or clerk of court
- **Exhibit A: Property and Debt Listing (Form 4)** – signed by Plaintiff & Defendant in presence of notary public or clerk of court
- **Exhibit B: Parenting Plan (Form 5)** – signed by Plaintiff & Defendant in presence of notary public or clerk of court
- **Confidential Information Form (Form 6)** – signed by Plaintiff & Defendant
- **Admission of Service (Form 7)** – signed by Defendant
- **Affidavit of Proof (Form 8)** – signed by Plaintiff in presence of notary public
- **Findings of Fact, Conclusions of Law and Order for Judgment (Proposed) (Form 9)** – unsigned
- **Judgment (Proposed) (Form 10)** – unsigned



**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 as indicated by the Admission of Service on file.

**2.** Plaintiff, \_\_\_\_\_, is the (*choose one*) mother **Or** father of the minor child(ren). Plaintiff's demographic information is as follows:

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 (*choose one*) mother **OR** father of the minor child(ren). Defendant's demographic information is as follows:

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 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.

(choose all that apply)  Plaintiff/  Defendant is/are currently in the Armed Services of the United States of America or its allies but is not/are 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: \_\_\_\_\_.

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)

(choose one) Plaintiff/ Defendant is not pregnant.

(choose one) Plaintiff/ Defendant is pregnant. However, the (choose one) Plaintiff/

Defendant 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:

\_\_\_\_\_.

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 ( <i>describe</i> )         | \$     |

16. Spousal support (*choose one*):

Neither Plaintiff nor Defendant needs spousal support.

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

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

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17. Plaintiff and Defendant own property and have outstanding debts and liabilities, all of which are listed on Exhibit A: Confidential Division of Property and Debt and Values. Exhibit A is incorporated by reference into this Settlement Agreement.

18. Plaintiff wants to restore their name. Yes No

If **Yes**, the new name is \_\_\_\_\_.

Plaintiff has no intent to defraud or mislead anyone by changing their name.

19. Defendant wants to restore their name. Yes No

If **Yes**, the new name is \_\_\_\_\_.

Defendant has no intent to defraud or mislead anyone by changing their 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.

**20. 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.

**21. 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, Exhibit A: Confidential Division of Property and Debts and Values, and Exhibit B: Parenting Plan 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.



**22. 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 must 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.

**23. Parenting Plan:** As required by North Dakota Century Code § 14-09-30, the Parenting Plan is set forth in Exhibit B: Parenting Plan. Exhibit B is incorporated by reference into this Settlement Agreement.

**24. Child Support:** In accordance with the North Dakota Child Support Guidelines and N.D.C.C. § 14-09-09.7 (*choose one; Paragraph 24 continues on Pages 8-9*):

**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.

**Since primary residential responsibility shall be with Plaintiff, Defendant shall pay**

\$\_\_\_\_\_ **per month** as and for child support based on net monthly income of \_\_\_\_\_ . Defendant's income was determined by (*explain*):

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

**Since primary residential responsibility shall be with Defendant, Plaintiff shall pay**

\$\_\_\_\_\_ **per month** as and for child support based on net monthly income of \_\_\_\_\_ . Plaintiff's income was determined by (*explain*):

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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 (*choose one*) Plaintiff/ Defendant will be subtracted from the greater obligation of \$\_\_\_\_\_ owed by (*choose one*) Plaintiff/ Defendant. (*Choose one*) Plaintiff/ Defendant 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.

**25. 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 24 does not deviate** from the child support calculator.
- The child support amount listed in Paragraph 24 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*): \_\_\_\_\_

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and is in the best interests of the child(ren) because (*explain*): \_\_\_\_\_

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

**26. Child support shall begin (choose one):**

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

\_\_\_\_\_.

**Before the 10<sup>th</sup> day of each month** starting with the month after the judgment is entered.

27. The support obligation of (*choose one*) Plaintiff/ Defendant 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 must 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 28, a child support obligation for more than one child will not automatically be reduced when the support obligation expires for the oldest child.

28. Step-down child support obligation (*choose one; Paragraph 28 continues on next page*):

**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, (*choose one*) Plaintiff/Defendant shall pay \$\_\_\_\_\_ child support per month. The first payment is due on the day indicated in Paragraph 26 on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Paragraph 26 **until** child support terminates for a second child.

After child support terminates for two children, (*choose one*) Plaintiff/ Defendant shall pay \$\_\_\_\_\_ child support per month. The first payment is due on the day indicated in Paragraph 26 on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Paragraph 26 **until** child support terminates for a third child.

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

**29.** 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.

**30.** All child support payments must be made through the North Dakota State Disbursement Unit (SDU), P.O. Box 7280, Bismarck, ND 58507-7280 in a form acceptable to the SDU for forwarding to the parent receiving support. Any child support payment made directly 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.

**31.** This order subjects the income of the parent paying support to immediate income withholding, regardless of whether their support payment is delinquent.

**32.** 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.

**33.** Each party subject to this order must 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 (*Paragraph 33 continues on next page*):

- Social Security number;
- Home address, mailing address, and any change of address;
- Telephone number;

- Driver license number;
- Employer's name, address, and telephone number;
- Electronic mail address; 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.

**34. 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) must 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) must 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) must notify Child Support when the health insurance is obtained and must include:

- a. Name of insurance company;
- b. Name of policyholder;
- c. Policy number; and
- d. Date insurance coverage started.

(Choose if applicable) Existing coverage: (choose one)  Plaintiff/  Defendant currently provides medical coverage of the minor child(ren) and must continue to provide coverage as long as it is available at a reasonable cost.

**35. 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 must pay \_\_\_\_\_% and the Defendant must pay \_\_\_\_\_%.

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

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

**36. Childcare Costs:** Plaintiff and Defendant must divide childcare costs in the following way: \_\_\_\_\_

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**37. Child Tax Exemption** (*Paragraph 37 continues on next page*): Only one party may claim a deduction for each child on their income tax return. Each party must 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<br>Initials | Deduction claimed<br>every year by: |                            | Deduction claimed<br>odd years by: |                            | Deduction claimed<br>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 |
|                     | <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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**38. Spousal Support (choose one):**

Defendant must pay to Plaintiff the amount of \$\_\_\_\_\_ per month as and for spousal support for a period of \_\_\_\_\_, beginning \_\_\_\_\_.

Plaintiff must pay to Defendant the amount of \$\_\_\_\_\_ per month as and for spousal support for a period of \_\_\_\_\_, beginning \_\_\_\_\_.

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



**39. Property And Debt:** Plaintiff and Defendant shall be awarded the property, debts, and liabilities as stated on Exhibit A: Confidential Division of Property and Debt and Values. Exhibit A is incorporated by reference into this Settlement Agreement.

**40. 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 must 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, must 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.

**41. Plaintiff's Former Name (choose one):**

Plaintiff does not want to restore their name.

Plaintiff, presently known as \_\_\_\_\_  
and year of birth \_\_\_\_\_, will be restored to their former name of \_\_\_\_\_ in any Judgment issued herein and will be known thereafter as \_\_\_\_\_.

**42. Defendant's Former Name (choose one):**

Defendant does not want to restore their name.

Defendant, presently known as \_\_\_\_\_  
and year of birth \_\_\_\_\_, will be restored to their former name of \_\_\_\_\_ in any Judgment issued herein and will be known thereafter as \_\_\_\_\_.

- 43. Remarriage:** There are no restrictions on remarriage.
- 44. Execution Of Required Documents:** The parties must, 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. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.
- 45. Effects Of Bankruptcy:** The division of property set forth in this Settlement Agreement, including the payment of debts, is made with the understanding that the party assuming such debt shall and will have sufficient assets and income to serve the debts, and that neither party will file bankruptcy. The net value of the property received by one party will be substantially impaired if the other party would be required to pay debts or obligations assumed by that party as set forth in this Settlement Agreement. Accordingly, if either party files bankruptcy and it results in the other party having to pay any debts or obligations by the parties set forth in this Settlement Agreement, then the aggrieved party shall be entitled to relief under Rule 60 of the North Dakota Rules of Civil Procedure and grounds for relief will exist within the meaning of Rule 60.
- 46. 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.
- 47. Validity Of Agreement:** This Settlement Agreement shall be binding upon the parties 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.

**48. 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.

**49. 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.

**50. 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.**

**Notarized Signatures on Pages 18 and 19.**

**Plaintiff's Signature is on Page 18 of 19 of this Settlement Agreement.**

**Defendant's Signature is on Page 19 of 19 of this Settlement Agreement.**

## Plaintiff's Notarized Signature

I, \_\_\_\_\_, **Plaintiff**, swear 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 \_\_\_\_\_.

\_\_\_\_\_  
*(Plaintiff's Signature)*

\_\_\_\_\_  
*(Plaintiff's Printed Name)*

\_\_\_\_\_  
*(Plaintiff's Address)*

\_\_\_\_\_  
*(City, State, Zip Code)*

\_\_\_\_\_  
*(Telephone Number)*

\_\_\_\_\_  
*(Email Address)*

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)SS

Signed and sworn to before me on \_\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_  
*(Notary Public or Clerk of Court)*

If Notary, my commission expires: \_\_\_\_\_

## Defendant's Notarized Signature

I, \_\_\_\_\_, **Defendant**, swear 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 \_\_\_\_\_.

\_\_\_\_\_  
(Defendant's Signature)

\_\_\_\_\_  
(Defendant's Printed Name)

\_\_\_\_\_  
(Defendant's Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email Address)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)SS

Signed and sworn to before me on \_\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public or Clerk of Court)

If Notary, my commission expires: \_\_\_\_\_