

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ JUDICIAL DISTRICT

\_\_\_\_\_  
(Plaintiff) )

Case No. \_\_\_\_\_

PLAINTIFF, )

Vs )

SETTLEMENT AGREEMENT

\_\_\_\_\_  
(Defendant) )

DEFENDANT, )

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;

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 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 \_\_\_\_\_ 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 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. Plaintiff and Defendant have children together, namely:

1. Minor Child's Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_

Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_

2. Minor Child's Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_

Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_

3. Minor Child's Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_

Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_

Additional sheets are attached as Appendix \_\_\_\_\_. (Choose if applicable)

10. (Choose one)

Plaintiff/  Defendant (choose one) is not pregnant.

**OR**

Plaintiff/  Defendant (choose one) is pregnant.

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

11. 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.

12. Plaintiff has the following sources of monthly income:

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

13. Defendant has the following sources of monthly income:

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

14. 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

15. Real Property: (choose one)

We do not own any real property.

**OR**

The owner(s) of record of the real property is  Plaintiff/  Defendant/  Both parties (choose one). The real property is located at \_\_\_\_\_

\_\_\_\_\_

The legal description of the property is \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This real property was purchased on \_\_\_\_\_, for \$ \_\_\_\_\_.

Mortgages or loans against this real property total \$ \_\_\_\_\_.

The market value of this real property is \$ \_\_\_\_\_.

Additional sheets are attached as Appendix \_\_\_\_\_. (Choose if applicable)

16. Vehicles: (choose one)

We do not own any vehicles

**OR**

We own the following vehicle(s):

Vehicle (include Year/Make/Model)	Name(s) on Title	Balance Owed	Monthly Payment
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Additional sheets are attached as Appendix \_\_\_\_\_. (Choose if applicable)

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

18. Retirement Plan(s): (choose one)

We have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff or Defendant. Our 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 Defendant.

**OR** (choose all that apply)

Plaintiff or Plaintiff's past or present employer, union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff.

Describe the plan(s): \_\_\_\_\_

\_\_\_\_\_

Defendant or Defendant's past or present employer, union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Defendant.

Describe the plan(s): \_\_\_\_\_

\_\_\_\_\_

Additional sheets are attached as Appendix \_\_\_\_\_. (Choose if applicable)

19. Other Assets: (choose one)

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

**OR**

Plaintiff and Defendant have the following financial or other assets of this marriage that are not otherwise included in this Settlement Agreement:

Asset	Location	Account or Policy Number (last 4 digits)	Value
			\$
			\$
			\$
			\$
			\$

Additional sheets are attached as Appendix \_\_\_\_\_. (Choose if applicable)

20. Debts: (choose one)

There are no debts of this marriage.

**OR**

Plaintiff and Defendant have the following outstanding debts:

Debt Owed To	Purpose of Debt	Debt Incurred By	Balance Owed	Monthly Payment
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

Additional sheets are attached as Appendix \_\_\_\_\_. (Choose if applicable)

21. 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.

22. 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, 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 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 a 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 17 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:

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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:

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The Summer Time alternate schedule will be:

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School Release Days: School Release Days are defined as:

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The School Release Days alternate schedule will be:

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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:

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Additional changes to normal Parenting Time schedule will be:

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

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

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

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f. **Priorities Under the Parenting Schedule:** The following days have priority in the following order:

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g. **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:

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

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

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j. 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:

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- k. **Restrictions on Contact with the Children:** Until further order of the Court, the child's time with mother/father will be subject to the following conditions:

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6. **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 mother.
  - Daycare/afterschool provider will be designated by father.
  - 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. **Insurance Matters:** (choose all that apply)
- A parent who, except in an emergency, takes the children to a doctor, dentist, or other provider not so approved or qualified under the existing health care insurance should pay the additional cost thus incurred.

- When there is a contemplated change in insurance which requires a change in medical care providers and a child has a chronic illness, thoughtful consideration should be given by the parents to what is more important, i.e., allowing the child to remain with the original provider or taking advantage of economic or medical benefits offered by the new carrier.
  - When there is an obligation to pay medical expenses, the responsible parent shall be promptly furnished with the bill by the other parent. The parents shall cooperate in submitting bills to the appropriate insurance carrier. Thereafter, the parent responsible for paying the balance of the bill shall make arrangements directly with the health care provider and shall inform the other parent of such arrangements. Insurance refunds should be promptly turned over to the parent who paid the bill for which the refund was received.
- g. **Spiritual Development** decisions will be made by: (choose one)
- Plaintiff
  - Defendant
  - Plaintiff and Defendant jointly
- h. **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
  - Get a tattoo
  - Have any body part pierced
  - \_\_\_\_\_
- i. **Sole decision making** belongs to: (choose all that apply)
- The Plaintiff for the following decisions and the following reasons:  
\_\_\_\_\_
  - The Defendant for the following decisions and the following reasons:  
\_\_\_\_\_
- j. **In the event of a dispute about a major decision**, we will use the following tie breaker method: (choose one)
- Plaintiff will decide
  - Defendant will decide
  - The parties will work with a qualified third party appropriate to the decision (educator, counselor, physician, coach, clergy, mediator) to try to reach resolution. If that is not successful: (choose one)

- Plaintiff will decide
  - Defendant will decide
- \_\_\_\_\_

**7. 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.

**8. 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.

We believe the most positive way to communicate is by:

- a. \_\_\_\_\_
- or
- b. \_\_\_\_\_
- or
- c. \_\_\_\_\_

Parents should always keep each other advised of their address, telephone numbers, and emergency contact information.

**9. 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, OR
- Each parent shall supply appropriate clothing for the children to remain at that parent's home during parenting time, OR
- \_\_\_\_\_.
- 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.

**10. NEITHER PARENT WILL PERMIT THE CHILD TO BE SUBJECTED TO:** (complete blanks and/or choose all that apply)

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- Temporary Removal of the child from the state, except as agreed by the parties or authorized by the Court.
- Violations of these provisions may subject the offender to court sanctions, or, if continuous and serious, may result in modification of the parenting plan.
- We agree that violations of these terms will result in  
\_\_\_\_\_  
\_\_\_\_\_.

**11. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

12. **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. (Choose any and all that apply.)

- Parents may agree on a specified time for communication to the children so that the children will be made available.

- A parent may wish to provide a child with a telephone calling card or cell phone or computer to facilitate communication with that parent.
- Each parent has an unrestricted right to send cards, letters, packages, and audio and video cassettes or CDs.
- Children also have the same right to send items to their parents.
- Neither parent should interfere with any of the above mentioned rights.
- A parent may wish to provide a child with self-addressed stamped envelopes for the child's use in corresponding with that parent.
- If the child and the parent have internet capability, communication through e-mail should be fostered and encouraged but with consideration for the number of e-mails and the amount of time spent on the computer.
- Other: \_\_\_\_\_  
\_\_\_\_\_

13. **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.

14. **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.

**15. OUT OF STATE RELOCATION OF RESIDENCE OF THE CHILD:** Pursuant to the provisions of N.D.C.C. § 14-09-07, a parent entitled to the residential placement of a child may not change the residence of the child to another state except upon order of the Court or with the consent of the other parent.

**16. DISPUTE RESOLUTION:**

- a. Disputes between the parties shall be submitted to:
  - 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:
  - Written request
  - Certified mail
- d. In the dispute resolution process:
  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.

**17. 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.

**18. CHILD SUPPORT:**

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

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 as Appendix \_\_\_\_\_.

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 as Appendix \_\_\_\_\_.

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.

Plaintiff/  Defendant (check one) will 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 as Appendix \_\_\_\_\_.

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 as Appendix \_\_\_\_\_.

b. Deviation from child support calculator: (check one)

- The child support amount listed in Paragraph 18(a) does not deviate from the child support calculator.
- The child support amount listed in Paragraph 18(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 as Appendix \_\_\_\_\_. (Choose if applicable)

c. Child support shall commence (check one)

- On the first day of the month after judgment is entered and due on that same day each successive month.
- On \_\_\_\_\_, \_\_\_\_\_ and due on the \_\_\_\_\_ of each successive month.
- As required by the existing child support order. The child support case number is \_\_\_\_\_.

d. The support obligation of  Plaintiff/  Defendant (check one) for the minor children shall continue until the recipient child attains majority and continues as to the child until the end of the month during which the child is graduated from high school or attains the age of nineteen (19) years, whichever occurs first, if: (a) the child is enrolled and attending high school and is eighteen (18) years of age prior to the date the child is expected to be graduated; and (b) the child resides with the person to whom the duty of support is owed.

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

- Does not apply. This Settlement Agreement applies to one minor child of Plaintiff and Defendant.
- Plaintiff and Defendant reserve this 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 (check one) shall pay \$\_\_\_\_\_ child support per month. The first payment is due on the day indicated in Section 18(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 18(c) **until** child support terminates for a second child.

After child support terminates for two children,  Plaintiff/  Defendant (check one) shall pay \$ \_\_\_\_\_ child support per month. The first payment is due on the day indicated in Section 18(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 18(c) **until** child support terminates for a third child.

Additional sheets are attached as Appendix \_\_\_\_\_. (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. Payment shall be made through the North Dakota State Disbursement Unit (SDU), and mailed to: SDU, P.O. Box 7280, Bismarck, ND 58507-7280.
- g. 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.
- h. 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;
  - Residential and mailing addresses and any change of address;
  - Telephone number;
  - Motor vehicle operator's license number;
  - Employer's name, address and telephone number; and
  - Change of any other condition which may affect the proper administration of the order.

#### 19. 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.

- 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 (choose one)  monthly  quarterly  annual basis. 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.

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

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**21. CHILD TAX EXEMPTION:** Only one party may claim a deduction for each child on their income tax return. Plaintiff and Defendant agree to prepare appropriate IRS forms.

(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 as Appendix \_\_\_\_\_. (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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

**23. REAL PROPERTY: (choose one)**

We do not own any real property.

**OR**

The real property located at \_\_\_\_\_  
 \_\_\_\_\_  
 and the legal description of the property is \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

should be distributed as follows: (choose one)

Plaintiff/  Defendant (choose one) shall be awarded sole title and interest and subject to a mortgage or loan against the property in the amount of \$\_\_\_\_\_.

**OR**

(Describe the distribution of the real property) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional sheets are attached as Appendix \_\_\_\_\_. (Choose if applicable)

24. **VEHICLES:** (choose one)

We do not own any vehicles.

**OR**

The vehicles shall be awarded to Plaintiff and Defendant as follows, and the party receiving each vehicle shall pay for all loans and insurance associated with the vehicle:

Vehicle (include Year/Make/Model)	Awarded to:

Additional sheets are attached as Appendix \_\_\_\_\_. (Choose if applicable)

25. **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.

26. **RETIREMENT PLAN(S):** (choose one)

We have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff or Defendant. Our 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 Defendant.

**OR** (choose all that apply)

Plaintiff's pension, profit sharing plan, IRA or other retirement plan shall be awarded as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Defendant's pension, profit sharing plan, IRA or other retirement plan shall be awarded as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Additional sheets are attached as Appendix \_\_\_\_\_. (Choose if applicable)

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

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

**OR**

- The parties shall be awarded all rights, title, interest and equity in and to the following assets, financial or other asset, as follows:

Asset	Location	Account or Policy Number (last 4 digits)	Value	Awarded To:
			\$	
			\$	
			\$	
			\$	
			\$	

Additional sheets are attached as Appendix \_\_\_\_\_. (Choose if applicable)

28. **DEBTS:**

a. (choose one)

- There are no debts of this marriage.

**OR**

- Plaintiff's and Defendant's marital debts shall be divided as follows, and each party shall hold the other harmless from any responsibility for the debts each is ordered to pay:

Debt Owed To:	To Be Paid By:

Additional sheets are attached as Appendix \_\_\_\_\_. (Choose if applicable)

- b. Except as otherwise expressly provided, any and all unpaid debts not otherwise included in this Settlement Agreement, 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 to 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.

29. **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 \_\_\_\_\_  
\_\_\_\_\_.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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



On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before  
me personally appeared \_\_\_\_\_,  
known to me to be the same person described in and who executed the within and foregoing  
instrument and acknowledged to me that (he) (she) executed the same.

\_\_\_\_\_  
Notary Public

*(Leave this following section blank. It will be completed by the Court if this Settlement Agreement is adopted as the Findings of Fact, Conclusions of Law and Order for Judgment, and Judgment.)*

Pursuant to the stipulation of the parties, this matter was reviewed by the undersigned judge of the District Court. The Court, upon review of the stipulation and pleadings herein, makes the following:

**FINDINGS OF FACT, CONCLUSIONS OF LAW and ORDER FOR JUDGMENT**

The parties' "Agreement as to Facts" is adopted as the Court's Findings of Fact. The parties' "Stipulated Terms for Judgment" are adopted as the Court's Conclusions of Law.

**ORDER FOR JUDGMENT**

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By the Court

\_\_\_\_\_  
Judge of District Court

**JUDGMENT**

The court, having reviewed the Settlement Agreement and has made its Findings of Fact, Conclusions of Law and Order for Judgment:

**IT IS HEREBY ORDERED ADJUDGED AND DECREED**

The parties' "Stipulated Terms for Judgment" adopted as the Court's "Conclusions of Law" shall be the Judgment.

WITNESS the hand and seal of the Court this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

By the Clerk of Court

\_\_\_\_\_  
Clerk of Court