

READ BEFORE FILLING OUT THE SETTLEMENT AGREEMENT FORM

Determining parenting rights and responsibilities between unmarried parents can have serious long-term legal consequences. Before you start, it is strongly recommended that you consult a lawyer and carefully consider all of your options.

Only a lawyer who has agreed to represent you can give you legal advice and tell you about your options based on your circumstances.

Both parents must read and completely understand the Settlement Agreement before signing in the presence of a notary public or clerk of court.

This Settlement Agreement form is part of the *Determining Parenting Rights and Responsibilities – With An Agreement On All Issues* forms packet. This Settlement Agreement Form and the forms packet may be used if you answer “Yes” to ALL of the following:

- Both parents agree on all issues and there are no issues on which they disagree.
- The parents of the minor child(ren) have never been married to each other.
- All of the minor children have lived in North Dakota with a parent 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 and one parent still lives in North Dakota.

- This is the only legal action pending between the parents regarding the minor children.
- The father of the minor child(ren) is recognized as the father by a signed acknowledgement of paternity, a court order, or an adoption order.
- Neither parent is currently in the military; ***OR*** one or both parents are currently in the military but not deploying or deployed.
- There is no domestic violence protection order or disorderly conduct restraining order in effect regarding either parent.

If you answered “No” to any of the above, you may not use this form or the forms packet.

Read the instructions for the forms packet and this form before filling out the Settlement Agreement. If you are unsure how to proceed, you should consult a lawyer.

The Settlement Agreement form must be filled out completely. If the Settlement Agreement form is not filled out completely and signed by both parents in the presence of a notary or clerk of court, the form may not be accepted by the clerk of court for filing.

If the form is accepted for filing, but the judge or judicial referee assigned to the action determines the form is incomplete, your case may be dismissed without granting a judgment determining your parenting rights and responsibilities.

Do not include this cover sheet when you serve or file the completed form.

DETERMINING PARENTING RIGHTS AND RESPONSIBILITIES WITH AN AGREEMENT ON ALL ISSUES

INSTRUCTIONS FOR FORM 3: SETTLEMENT AGREEMENT

(*Form 3: Settlement Agreement* is part of the *Determining Parenting Rights and Responsibilities With an Agreement on All Issues* packet of forms. Review the instructions for the packet of forms before completing the Settlement Agreement.)

ND Legal Self Help Center Staff and Court employees cannot help you fill out forms. If you are unsure how to proceed, you should consult a lawyer.

There is no guarantee that all judges and courts will accept forms available through the ND Legal Self Help Center. Use at your own risk.

Do not include these instruction sheets when you serve or file the completed form.

THE PLAINTIFF AND DEFENDANT WORK TOGETHER TO COMPLETE THIS FORM.

Top of form (Caption): Fill in the caption exactly as you filled in the caption on *Form 1: Summons*.

AGREEMENT AS TO FACTS:

Paragraph 1: Fill in the date the Defendant signed *Form 5: Admission of Service*.

Paragraph 2: Fill in your information. Refer to Paragraph 1 of *Form 2: Complaint*.

Paragraph 3: Fill in the information for the Defendant. Refer to Paragraph 2 of *Form 2: Complaint*.

Paragraph 4: If this statement is not true, you may not use this form or the *Determining Parenting Rights and Responsibilities With an Agreement on All Issues* packet of forms.

Paragraph 5: Put a checkmark (✓) next to the statement that true for your situation. If neither statement is true, you may not use this form or the *Determining Parenting Rights and Responsibilities With an Agreement on All Issues* packet of forms.

- See the instructions for the packet of forms for the definitions of deployed or deploying parent.

Paragraph 6: If this statement is not true, you may not use this form or the *Determining Parenting Rights and Responsibilities With an Agreement on All Issues* packet of forms.

Paragraph 7: Fill in the information for each minor child of you and Defendant. Refer to Paragraph 5 of *Form 2: Complaint*.

If you have more than three minor children together, attach a sheet that lists the information for each additional child.

- Put a checkmark (✓) in the box at the end of Paragraph 7.
- Type or write "Settlement Agreement Paragraph 7" on the top of the additional sheet(s).

Paragraph 8: Put a checkmark (✓) next to the statement that is true for the mother-child relationship. If none of the statements are true, you may not use this form or the *Determining Parenting Rights and Responsibilities With an Agreement on All Issues* packet of forms.

- If you select the birth certificate option, make sure you have a copy. You will file the copy of the birth certificate with the court. (See Step Ten of the Instructions for the forms packet.)

Paragraph 9: Put a checkmark (✓) next to the statement that is true for the father-child relationship. If none of the statements are true, you may not use this form or the *Determining Parenting Rights and Responsibilities With an Agreement on All Issues* packet of forms.

- If you select the birth certificate option, make sure you have a copy. You will file the copy of the birth certificate with the court. (See Step Ten of the Instructions for the forms packet.)

Paragraph 10: Put a checkmark (✓) next to the statement that is true for your situation. If neither statement is true, you may not use this form or the *Determining Parenting Rights and Responsibilities With an Agreement on All Issues* packet of forms.

Paragraph 11: 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 will file the copy of the child support order with the court. (See Step Ten of the Instructions for the forms packet.)

Paragraph 12: Put a checkmark (✓) next to the statement that is true for your situation.

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

If neither statement is true, you may not use this form or the *Determining Parenting Rights and Responsibilities With an Agreement on All Issues* packet of forms.

STIPULATED TERMS FOR JUDGMENT

Paragraph 1: Fill in the name of the County in North Dakota where you intend to file the action to determine parental rights and responsibilities.

Paragraph 2 and 3: Read carefully. You do not need to fill out anything for Paragraphs 2 and 3.

PARAGRAPHS 4 THROUGH 18 ARE THE PARENTING PLAN.

A Parenting Plan is required in every action involving residential responsibility and parenting time. The parents must develop and file a Parenting Plan with the Court.

Paragraph 4: Read carefully. You do not need to fill out anything for Paragraph 4.

Paragraph 5: Complete all 10 parts of Paragraph 5.

Please note that this forms packet does not include an option for split residential responsibility (dividing the minor children between the parents). If you want a court to establish split residential responsibility, you may not use this form or the *Determining Parenting Rights and Responsibilities With an Agreement on All Issues* packet of forms.

- Paragraph 5(a): Put a checkmark (✓) next to the residential responsibility option that you selected on *Form 2: Complaint*, Page 2, Paragraph 6.
- Paragraph 5(b): Put a checkmark (✓) next to the option to which both parents agree. DO NOT checkmark more than one option.
- Paragraph 5(c): Fill in the 4 week schedule with as many specifics as possible, including pick up times. This is your normal schedule for parenting time.
- Paragraph 5(d): Put a checkmark (✓) next to any options to which both parents agree. For every option you checkmark, you must fill in the details. This is your alternate schedule for parenting time.
 - Examples of definitions include (but are not limited to):
 - Summertime – “According to the public school calendar;” “From June 1-August 15;” etc.
 - School Release Days – “Days as defined by the public school calendar;” “non-holiday school breaks;” etc.
 - Vacation with Parents – “two consecutive weeks in the summer time;” “two non-consecutive weeks at any time;” “to be scheduled during normal parenting time;” “only upon 30 days written notice;” etc.
- Paragraph 5(e): Fill in the Holidays and Special Days schedule with as many specifics as possible. Include when each holiday and special day is scheduled for both the Plaintiff and Defendant.
 - In the space provided after the Holidays and Special Days schedule, type or write the beginning times and ending times for the holiday/special day. If you would like the holiday/special day to include the weekend if it falls during a weekend or on a Friday or a Monday, type or write that here. If there are any other special arrangements with regard to holidays/special days, type or write them here.
- Paragraph 5(f): Fill in the details of how the parents agree to inform each other of their minor child(ren)’s extracurricular activities.
- Paragraph 5(g): Fill in the details of your agreement on timeliness of visits.

- Paragraph 5(h): Fill in the details of your agreement on missed parenting time.
 - Examples include (but are not limited to) “missed parenting time is not made up;” “missed parenting time is made up the following week;” “a missed holiday is or is not made up;” etc.
- Paragraph 5(i): Fill in the details of your agreement on notifying each other in advance of missed parenting time.
 - Examples include (but are not limited to) “24 hours in advance;” “by phone;” “text;” etc.
- Paragraph 5(j): If you agree to restrictions on contact with the children, fill in the details of your agreement. If Paragraph 5(j) does not apply to your situation, type or write “Not applicable.”

Paragraph 6: Read carefully. You do not need to fill out anything for Paragraph 6.

Paragraph 7: Complete all 7 parts of Paragraph 7. The Parenting Plan must include decision making responsibility for routine or day-to-day decisions, and major decisions such as education, health care and spiritual development.

- Paragraph 7(a): Read carefully. You do not need to fill out anything for Paragraph 7(a).
- Paragraph 7(b): Read carefully. You do not need to fill out anything for Paragraph 7(b).
- Paragraph 7(c): Put a checkmark (✓) next to the option or options to which both parents agree.
- Paragraph 7(d): Put a checkmark (✓) next to the option to which both parents agree. DO NOT checkmark more than one option.
- Paragraph 7(e): Put a checkmark (✓) next to the option to which both parents agree. DO NOT checkmark more than one option.
- Paragraph 7(f): Put a checkmark (✓) next to the option to which both parents agree. DO NOT checkmark more than one option.
- Paragraph 7(g): Put a checkmark (✓) next to the option or options to which both parents agree.

Paragraph 8 and 9: Read carefully. You do not need to fill out anything for Paragraphs 8 and 9.

Paragraph 10: Put a checkmark (✓) next to the option or options to which both parents agree.

Paragraph 11: Fill in the details of your agreement.

- Examples include (but are not limited to) “alcohol;” “drugs;” “smoking environment;” “violence;” etc.

Paragraph 12: The Parenting Plan must include arrangements for transportation and exchange of the minor child(ren). Put a checkmark (✓) next to the option or options to which both parents agree. If an option requires additional information, fill in the information.

Paragraph 13: Read carefully. Fill in the agreed upon frequency of contact during long vacations.

- Examples include (but are not limited to) “daily;” “once every 3 days;” etc.

Paragraph 14: Read carefully. You do not need to fill out anything for Paragraph 14.

Paragraph 15: Read carefully. Put a checkmark (✓) next to the option or options to which both parents agree.

Paragraph 16: Read carefully. You do not need to fill out anything for Paragraph 16.

Paragraph 17: Complete all 4 parts of Paragraph 17. The Parenting Plan must include methods for resolving disputes.

- Paragraph 17(a): Put a checkmark (✓) next to the option to which both parents agree. If the option requires details, fill in the details. DO NOT checkmark more than one option.
- Paragraph 17(b): Put a checkmark (✓) next to the option to which both parents agree. If the option requires details, fill in the details. DO NOT checkmark more than one option.
- Paragraph 17(c): Put a checkmark (✓) next to the option or options to which both parents agree.
- Paragraph 17(d): Read carefully. You do not need to fill out anything for Paragraph 17(d).

Paragraph 18: Read carefully. You do not need to fill out anything for Paragraph 18.

PARAGRAPH 19 IS YOUR CHILD SUPPORT AGREEMENT

If you do not already have a child support order, calculate your child support amount before completing Paragraph 19. Review Step One of the Instructions for the forms packet for information about completing child support calculations.

Paragraph 19 must be complete before either parent signs this Settlement Agreement. The Child Support Division of the North Dakota Department of Human Services may be able to provide some assistance with child support calculations.

Paragraph 19: Complete all 8 parts of Paragraph 19.

- Paragraph 19(a): Put a checkmark (✓) next to the option that fits your circumstances. Fill in the details. DO NOT checkmark more than one option.

- Paragraph 19(b): Put a checkmark (✓) next to the option that fits your circumstances. If the option requires details, fill in the details. DO NOT checkmark more than one option.
 - **WARNING:** The Calculator amount is presumed to be the correct amount of child support. The parent asking for a deviation from the Calculator amount must prove they meet one of the limited exceptions for deviation, and the deviation is in the best interests of the child(ren). You are strongly urged to consult an attorney if you are asking for deviation from the Calculator amount.
 - If you are 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.
 - Put a checkmark (✓) in the box at the end of Paragraph 19(b).
 - Type or write “Settlement Agreement Paragraph 19(b)” on the top of the additional sheet(s).
- Paragraph 19(c): Put a checkmark (✓) next to the option that fits your circumstances. If the option requires details, fill in the details. DO NOT checkmark more than one option.
- Paragraph 19(d): Put a checkmark (✓) next to the option that fits your circumstances. If the option requires details, fill in the details. DO NOT checkmark more than one option.
- Paragraph 19(e): Put a checkmark (✓) next to the option that fits your circumstances. If the option requires details, fill in the details. DO NOT checkmark more than one option.
 - This section allows parents with more than one minor child to calculate child support amounts when the child support obligation ends for an older child. For example, for parents 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.
 - Please note that you are not 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 will 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 19(e) for more than three children.
 - Put a checkmark (✓) in the box at the end of Paragraph 19(e).
 - Type or write “Settlement Agreement Paragraph 19(e)” on the top of the additional sheet(s).
- Paragraph 19(f): Read carefully. You do not need to fill out anything for Paragraph 19(f).
- Paragraph 19(g): Read carefully. You do not need to fill out anything for Paragraph 19(g).

- Paragraph 19(h): Read carefully. You do not need to fill out anything for Paragraph 19(h).

Paragraph 20: Complete all 2 parts of Paragraph 20.

- Paragraph 20(a): 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 19(h): Read carefully. Fill in the details.

Paragraph 21: Fill in the details of your agreement for childcare costs.

Paragraph 22: Put a checkmark (✓) next to the option to which both parents agree. If the option requires details, fill in the details. DO NOT checkmark more than one option.

Paragraph 23: Read carefully. You do not need to fill out anything for Paragraph 23.

Paragraph 24: Read carefully. You do not need to fill out anything for Paragraph 24.

Paragraph 25: Read carefully. You do not need to fill out anything for Paragraph 25.

Paragraph 26: Read carefully. You do not need to fill out anything for Paragraph 26.

Paragraph 27: Read carefully. You do not need to fill out anything for Paragraph 27.

Date and Signature: DO NOT SIGN AND DATE THIS DOCUMENT UNTIL YOU ARE IN THE PRESENCE OF A NOTARY PUBLIC OR CLERK OF COURT.

Do not include these instruction sheets when you serve or file the completed form.

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF _____

_____ JUDICIAL DISTRICT

(Plaintiff)

PLAINTIFF,

Vs

(Defendant)

DEFENDANT.

Case No. _____

SETTLEMENT AGREEMENT TO
DETERMINE PARENTING RIGHTS
AND RESPONSIBILITIES

WHEREAS, the above-entitled proceeding is one for determining parenting rights and responsibilities 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 proceeding to determine parenting rights and responsibilities and child support. 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 (check 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: _____

Length of Residence in North Dakota (Months/Years): _____

3. Defendant, _____, is the mother **OR** father (check 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: _____

Length of Residence in North Dakota (Months/Years): _____

4. Plaintiff and Defendant are not husband and wife and have never been married to each other.

5. (Check one)

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

OR

Plaintiff/ Defendant (check all that apply) is/are currently in the Armed Services of the United States of America or its allies but not currently deployed or notified of deployment.

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

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

1. Minor Child's Initials: _____ Year of Birth: _____ SSN: XXX-XX-_____
Address _____
State of Residence for Last 6 Months: _____
2. Minor Child's Initials: _____ Year of Birth: _____ SSN: XXX-XX-_____
Address _____
State of Residence for Last 6 Months: _____
3. Minor Child's Initials: _____ Year of Birth: _____ SSN: XXX-XX-_____
Address _____
State of Residence for Last 6 Months: _____

Additional sheets are attached. (Check if applicable)

8. The mother-child relationship was established by: (check one)

- Giving birth to the child(ren): Birth certificate(s) attached
- Adjudication of maternity: Order dated _____, State of _____
- Adoption: Order dated _____, State of _____

9. The father-child relationship was established by: (check one)

- Acknowledgement of paternity: Birth certificate(s) attached
- Adjudication of paternity: Order dated _____, State of _____
- Adoption: Order dated _____, State of _____

10. (Check one)

- Plaintiff/ Defendant is not pregnant. (check one)

OR

The Plaintiff/ Defendant is pregnant. (check one)

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

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

_____.

OR

- There is no child support order already in existence.

12. (Check 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 residing in North Dakota: _____

OR

- North Dakota was the home state of the child(ren) within six months of the start of this proceeding, and one parent continues to reside in North Dakota.

Name of parent residing in North Dakota: _____

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. **PARENTING RIGHTS AND RESPONSIBILITIES DETERMINED AND COURT APPROVAL.** The Plaintiff is awarded a Judgment to Determine Parenting Rights and Responsibilities, 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 parenting rights and responsibilities are not established by the Court, 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 awards a Judgment to Determine Parenting Rights and Responsibilities 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.
3. **PARENTAL RIGHTS AND RESPONSIBILITIES:** The parties shall have the parental rights and responsibilities as set forth in North Dakota Century Code Section 14-09-32, which are as follows:

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

4. **PARENTING PLAN:** Pursuant to N.D.C.C. § 14-09-30, Paragraphs 4 through 18 of the Stipulated Terms for Judgment of this Settlement Agreement to Determine Parenting Rights and Responsibilities 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: (check 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: (check 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 child(ren):

(P = Plaintiff, D = Defendant)

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

Additional detail for Parenting Time Schedule:

_____.

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

Summer Time: Summer Time is defined as:

_____.

The Summer Time alternate schedule will be:

_____.

School Release Days: School Release Days are defined as:

_____.

The School Release Days alternate schedule will be:

_____.

- Summer Time/Schools Release Days with the other parent takes precedence over summer activities (such as sports), when the Parenting Time cannot be reasonably scheduled around such events.
- Vacation with Parents: Each parent shall have vacation with the child(ren) as follows:

 _____.
- Additional changes to normal Parenting Time schedule will be:

 _____.

e. **Schedule for Holidays and Other Special Days:** The parenting schedule for the child(ren) for holidays and other special days is: (Odd, Even, Every Year, or Regular Parenting Time)

	With Plaintiff	With Defendant
New Year's Day		
Martin Luther King Day		
President's Day		
Spring Break		
Easter		
Mother's Day		
Memorial Day		
Father's Day		
July 4th		
Labor Day		
Teacher's Conferences		
Halloween		
Veteran's Day		
Thanksgiving Day		
Winter Break		
Christmas Eve Day		
Christmas Day		
Plaintiff's Birthday		
Defendant's Birthday		
Child's Birthday		

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

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

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

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

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

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

6. LIMITATIONS ON RESIDENTIAL RESPONSIBILITY AND PARENTING TIME MODIFICATIONS:

We understand and acknowledge that modifications to residential responsibility and parenting time in this Settlement Agreement and resulting judgment and decree shall be

governed by North Dakota Century Code Section 14-09-06.6 and Uniform Child Custody Jurisdiction and Enforcement Act.

7. DECISION MAKING RESPONSIBILITY:

- a. **Emergency Medical Decisions:** Each parent is authorized to make emergency health care decisions while the children are in that parent's care.
- b. **Day-to-day Decisions:** Each parent is authorized to make decisions regarding the day-to-day care and control of the children while the children reside with that parent, except as provided below.
- c. **Daycare/Afterschool provider:** (check all that apply)
 - When we reside in the same community, we agree to use the same daycare/afterschool provider.
 - To the extent feasible, we agree to rely on each other to care for the children when the other parent is unavailable.
 - Each parent may decide to utilize the daycare/afterschool provider of their own choosing.
 - Daycare/afterschool provider will be designated by Plaintiff.
 - Daycare/afterschool provider will be designated by Defendant.
 - The children's daycare/afterschool provider is: _____
- d. **Education Decisions** will be made by: (check one)
 - Plaintiff
 - Defendant
 - Plaintiff and Defendant jointly
- e. **Non-Emergency Health Care Decisions** will be made by: (check one)
 - Plaintiff
 - Defendant
 - Plaintiff and Defendant jointly
- f. **Spiritual Development** decisions will be made by: (check one)
 - Plaintiff
 - Defendant
 - Plaintiff and Defendant jointly
- g. **Both parents must consent** before any minor child will be permitted to: (check all that apply)
 - Marry
 - Obtain a driver's license

- Enlist in armed services
 - Get a tattoo
 - Have any body part pierced
 -
-

8. RECORDS:

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

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

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

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

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

- Each parent shall supply the appropriate children's clothing with them for their scheduled time with the other parent.
- Each parent shall supply appropriate clothing for the children to remain at that parent's home during parenting time.
- These clothes are to be considered the children's clothes and shall be returned clean (when reasonably possible) with the minor children by the other parent.

- The child shall leave personal items at each parent's home and shall not remove those items from that home.
- The child shall take personal items between each parent's home, and it is the responsibility of each parent to ensure that the personal items remain with the child.
- Both parents shall advise, as far in advance as possible, of any special activities so that the appropriate clothing belonging to the children may be sent.
- In the winter, or cold months of the year, the children are required to have adequate boots, gloves, hats, and jackets to be provided by both parents.
- In the winter, or cold months of the year, each parent shall ensure that the children have appropriate winter clothing to wear, regardless of parenting time.
- _____.
- _____.

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

_____.

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

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

- When we live in the same community, the responsibility of picking up and returning the children should be shared with pickup at _____ and drop off at _____.
- Pick up at _____
- Drop off at _____
- Alternative Pick up/Drop off at _____
- A parent may not enter the residence of the other parent, except by express invitation by that parent, regardless of whether a visiting parent retains a property interest in the residence.
- The children shall be picked up and returned to the front entrance of the appropriate residence.
- The parent dropping off the children should not leave the premises until the children are safely inside.
- Parents should refrain from surprise visits to the other parent's home.

- A parent's time with the children is his or her own, and the children's time with that parent is equally private.
- Any change in pick up or drop off location will be determined by:

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

13. **COMMUNICATION:** Communication between parents and children shall be liberally permitted at reasonable hours and at the expense of parent initiating contact. The children may, of course, communicate with either parent though at reasonable hours and frequencies and at the cost of the parent contacted, if there is a cost. During long vacations the parent with whom the child is on vacation should make the child available for contact _____ . At all other times, the parent with whom the child is staying shall not refuse to allow contact or take any action in order to deny the other parent contact. Each parent should facilitate the communication between the child and the other parent.

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

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

- The oldest child reaches age _____.
- If either parent intends to move more than ___ miles from his or her current residence.
- In two years.

- After recommendation of the parenting coordinator.
- After recommendation of a professional (i.e. doctor, therapist, pastor).
- After arrest or criminal activity by one or both parties.
- Upon verified chemical abuse /relapse.
- Upon an agency or Court finding of child abuse or neglect by one or both parties.
- Upon a court finding of domestic violence by one or both parties.
- Prolonged lack of contact with the child.
- Other: _____
_____.
- The parents may change this plan by agreement, but all changes must be in writing, signed, and dated by both parents.

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

17. **DISPUTE RESOLUTION:**

- a. Disputes between the parties shall be submitted to: (check one)
 - Counseling
 - Mediation
 - Other _____
- b. The cost of this process will be allocated between the parties as follows based on: (check 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.

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

19. **CHILD SUPPORT:**

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

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

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

 _____.

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

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

 _____.

A copy of the completed child support calculation forms that were used to calculate the child support amount is 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.
 - Plaintiff/ Defendant (check one) shall pay the difference of \$ _____ per month. A copy of the completed child support calculation forms that were used to calculate the child support amount is attached.

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

- Does not apply. A child support order already exists for the child(ren).
- The child support amount listed in Paragraph 19(a) does not deviate from the child support calculator.
- The child support amount listed in Paragraph 19(a) deviates from the child support calculator. \$ _____ is the presumptively correct child support amount. Pursuant to N.D.C.C. § 14-09-09.7, the presumption is rebutted because (explain)

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

- Additional sheets are attached. (Check if applicable)

c. Child support shall commence (check one)

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

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

- As required by the existing child support order. The child support case number is _____.
- 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. 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 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 19(c) on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Section 19(c) **until** child support terminates for a second child.

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

Additional sheets are attached. (Check 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 enforcement of the payment of child support.

20. MEDICAL SUPPORT:

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

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

- Existing coverage (check if applicable)
- Plaintiff/ Defendant (check 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 (check 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.

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

_____.

22. **CHILD TAX EXEMPTION:** Only one party may claim a deduction for each child on their income tax return. Plaintiff and Defendant agree to prepare appropriate IRS forms. (check 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
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D

If needed, attach additional sheets as Appendix _____.

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

 _____.

23. **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 documents required to effect the terms and provisions of the Judgment.

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

25. **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.

26. **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, 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 parental rights and responsibilities in this matter satisfactory to both parties.

