READ BEFORE FILLING OUT FORM 8: JUDGMENT (PROPOSED)

Determining parenting rights and responsibilities between unmarried parents can have serious long-term legal consequences. 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.

This Judgment form is part of the *Determining Parenting Rights and Responsibilities – With An Agreement On All Issues* forms packet. This 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 Judgment form. If you are unsure how to proceed, you should consult a lawyer.

The form must be filled out completely. If the form is not filled out completely, 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 8: JUDGMENT

(*Form 8: Judgment* 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 Judgment.)

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 this instruction sheet when you serve or file the completed form.

To complete this form you will need the original or a copy of your completed *Form 3: Settlement Agreement*.

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

Introductory Paragraph: DO NOT fill in any information. If the Court uses this form, the Clerk of Court will fill in the information in the introductory paragraph.

IT IS HEREBY ORDERED AND ADJUDGED AND DECREED AS FOLLOWS: PARAGRAPHS 1 – 22

To complete this section of the form, you will need to refer to the completed "Stipulated Terms For Judgment" section of your completed *Form 3: Settlement Agreement*.

Copy the information **EXACTLY** from each paragraph of the "Stipulated Terms For Judgment" section of your completed *Form 3: Settlement Agreement* into the corresponding paragraphs of *Form 8: Judgment*.

FINAL PARAGRAPH

Leave this section blank. If the Court uses this form, the Clerk of Court will fill in the information.

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

STATE OF NORTH DAKOTA **IN DISTRICT COURT**

COUNTY OF _____ **_____ JUDICIAL DISTRICT**

_____	)	
(Plaintiff)	)	**Case No. _____**
PLAINTIFF,	)	
Vs	)	
	)	**JUDGMENT**
_____	)	
(Defendant)	)	
DEFENDANT.	)	

The above-entitled proceeding came on duly for hearing before the above-named Court on the _____ day of _____, 20___, and was heard by the Honorable _____ District Judge, in the District Court, _____ County, North Dakota. The plaintiff did ___/did not ___ appear personally. The defendant did ___/did not ___ appear personally. The Court having reviewed the Settlement Agreement executed by both parties, and being fully advised in the premises, and having made its Findings of Fact, Conclusions of Law and Order for Judgment herein:

IT IS HEREBY ORDERED AND ADJUDGED AND DECREED AS FOLLOWS:

1. **JURISDICTION.** 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 Settlement Agreement of the parties provides a full, fair, complete, and final settlement of all the issues addressed herein, and is accepted by the Court as a basis for Order of Judgment herein. The parenting rights and responsibilities, parenting time, and child support provisions are found to be in the best interests of the minor child(ren) of the parties. Accordingly, based upon the conclusion of the Court and the Settlement Agreement of the parties, Judgment shall be entered in the following form:

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 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:** The following schedule shall be the ongoing consistent parenting time schedule for the child(ren). Plaintiff and Defendant recognize that there will be times when the schedule requires adaptation for the best interest of the child(ren). Plaintiff and Defendant 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. **Child(ren)'s Activities During Parenting Time:** In order to promote the development of well-rounded healthy children, Plaintiff and Defendant support the extracurricular activities of the child(ren). Plaintiff and Defendant will work together to ensure that the child(ren)'s activities are not planned as to interfere with the relationship with either parent. Plaintiff and Defendant will inform each other of the child(ren)'s extracurricular activities by:

_____
_____.

g. **Timeliness:** If a parent is more than _____minutes late to pick the child(ren) up for a visit, that visit will be canceled, or:

_____
_____.

h. If either parent misses their parenting time for any reason, the missed time will be dealt with as follows:

_____
_____.

i. Plaintiff and Defendant agree that it would be upsetting for the child(ren) if a parent misses their parenting time and does not notify the other parent in advance. Except in extreme emergencies, Plaintiff and Defendant 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 Child(ren):** 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:** Modifications to residential responsibility and parenting time 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 Plaintiff and Defendant reside in the same community, they agree to use the same daycare/afterschool provider.
      - ☐ To the extent feasible, Plaintiff and Defendant will rely on each other to care for the child(ren) 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 child(ren)'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 child(ren)'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 child(ren). The child(ren)'s daycare and school(s) must be notified of the split households and advised to send copies of the child(ren)'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 child(ren)'s doctors and other professionals to communicate directly with and outside the presence of the other parent. Each parent shall be listed as the child(ren)'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 child(ren). 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 child(ren) 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. **CHILD(REN)'S CLOTHING/PERSONAL ITEMS:** (check any or all that apply)
    - ☐ Each parent shall supply the appropriate child(ren)'s clothing with them for their scheduled time with the other parent.
    - ☐ Each parent shall supply appropriate clothing for the child(ren) to remain at that parent's home during parenting time.

- ☐ These clothes are to be considered the child(ren)'s clothes and shall be returned clean (when reasonably possible) with the minor child(ren) 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 child(ren) may be sent.
- ☐ In the winter, or cold months of the year, the child(ren) 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 child(ren) have appropriate winter clothing to wear, regardless of parenting time.
- ☐ _____.
- ☐ _____.

11. **NEITHER PARENT WILL PERMIT THE CHILD(REN) 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 the parents live in the same community, the responsibility of picking up and returning the child(ren) 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 child(ren) shall be picked up and returned to the front entrance of the appropriate residence.
- ☐ The parent dropping off the child(ren) should not leave the premises until the child(ren) are safely inside.

- ☐ Parents should refrain from surprise visits to the other parent's home.
- ☐ A parent's time with the child(ren) is his or her own, and the child(ren)'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 child(ren) 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 child(ren) shall be liberally permitted at reasonable hours and at the expense of parent initiating contact. The child(ren) 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 child(ren), and changes in health insurance available through employer which could cover the child(ren).

15. **CHANGES TO PARENTING PLAN:** The parenting plan imposes specific requirements and responsibilities; however, when family necessities, illnesses, or commitments reasonably so require, Plaintiff and Defendant will modify the parenting plan fairly. The parent requesting modification shall act in good faith and give as much notice as circumstances permit. If the parents cannot agree, the parents will look to the dispute resolution provisions in this document, or bring the matter to a parenting coordinator. Plaintiff and Defendant anticipate that at some point circumstances may fundamentally change, and agree that they 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:** Out of state relocation of the residence of the child(ren) 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.

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

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

    ☐ 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.

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 child(ren) 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 child(ren) 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 child(ren), ☐ 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 shall 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:**	
	☐**P**	☐**D**	☐**P**	☐**D**	☐**P**	☐**D**
	☐**P**	☐**D**	☐**P**	☐**D**	☐**P**	☐**D**
	☐**P**	☐**D**	☐**P**	☐**D**	☐**P**	☐**D**

☐ Additional sheets are attached. (Check if applicable)

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

☐ Other: _____
_____
_____.

23. **EXECUTION OF REQUIRED DOCUMENTS:** The Plaintiff and Defendant 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. **WAIVER OF COUNSEL:** The parties acknowledged that each has the right to be represented by a lawyer of their choice. The parties expressly waived that right and freely and voluntarily entered into this Settlement Agreement which became a basis for the order for judgment and judgment.

WITNESS the hand and seal of this Court in the City of _____, State of North Dakota, on _____, 20____, Clerk of the District Court, County of _____.

_____
(*Clerk of the District Court*)

Civil No. _____