

Read Before Filling Out The Summons Form (Form 1)

Establishing parenting responsibility between unmarried parents can have serious long-term legal and financial consequences. It's strongly recommended that you [consult a lawyer](#) and carefully consider all of your options.

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

This Summons (Form 1) is part of the *Filing for Parenting Responsibility Together* forms packet. You may use this forms packet if **All** of the following are true:

- The parents of the minor children have never been married to each other.
- Both parents are currently in communication with each other.
- Both parents agree on **All** issues. **Both parents must date and sign Forms 3 & 4.** (See *Forms 3 & 4 for the issues that you both must agree to in writing.*)
- 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 in North Dakota, any other state, or tribe between the parents regarding the minor children.
- The father of the minor child(ren) is recognized as the father by a signed Acknowledgment of Paternity, a court order, or an adoption order.
- If either parent is currently in the military, they're not deploying or deployed.
- There's **no** domestic violence protection order or disorderly conduct restraining order currently in effect regarding either parent.

You **Must** Complete the Settlement Agreement (Form 3), and Exhibit A: Parenting Plan (Form 4) **Before** filling out the Summons (Form 1). [Consult a lawyer](#) for help.

The Summons form must be filled out completely. If the Summons (Form 1) isn't filled out completely and signed by the Plaintiff **and** a clerk of court, it may not be accepted by the clerk of court for filing.

If this form is accepted for filing, but the judge or judicial referee assigned to the parenting responsibility case decides the form is incomplete, your case may be dismissed without granting a judgment establishing your parenting responsibilities.

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

State of North Dakota

In District Court

County Of _____

_____ Judicial District

Plaintiff,)

Case No. _____

vs)

Summons

Defendant.)

The State of North Dakota to the above-named Defendant:

1. **You are hereby summoned** and required to appear and defend against the Complaint in this action, by serving the undersigned an Answer or other proper response within twenty-one (21) days after the service of this Summons and Complaint upon you, exclusive of the day of service. A copy of the Complaint is served on you with the Summons.

2. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

Notice of Temporary Restraining Provision:

3. Under Rule 8.4 of the North Dakota Rules of Court, upon service of this Summons, you, and your spouse, are bound by the following restraint:

- a. Except for temporary periods, neither parent may remove any of their minor children from North Dakota without the written consent of the other parent or order of the court.

4. If either parent violates any of these provisions, that parent may be in contempt of court.

Dated _____.

(Plaintiff's Signature)

(Plaintiff's Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number)

(Email Address)

Dated _____

Clerk of District Court

Read Before Filing Out The Complaint (Form 2)

Establishing parenting responsibility between unmarried parties can have serious long-term legal and financial consequences. It's strongly recommended that you [consult a lawyer](#) and carefully consider all of your options.

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

This Complaint (Form 2) is part of the *Filing for Parenting Responsibility Together* forms packet. You may use forms packet if **All** of the following are true:

- The parents of the minor children have never been married to each other.
- Both parents are currently in communication with each other.
- Both parents agree on **All** issues. **Both parents must date and sign Forms 3 & 4.** (*See Forms 3 & 4 for the issues that you both must agree to in writing.*)
- 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 in North Dakota, any other state, or tribe 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.
- If either parent is currently in the military they're not deploying or deployed.
- There's **no** domestic violence protection order or disorderly conduct restraining order in effect regarding either parent.

You **Must** Complete the Settlement Agreement (Form 3) & Exhibit A: Parenting Plan (Form 4) **Before** filling out the Complaint (Form 2). [Consult a lawyer](#) for help.

The Complaint form must be filled out completely. If the Complaint (Form 2) isn't filled out completely and signed by the Plaintiff, 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 parenting responsibility case determines the form is incomplete, your case may be dismissed without granting a judgment establishing your parenting responsibilities.

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

State of North Dakota

In District Court

County Of _____

_____ Judicial District

_____))

Plaintiff,)

Case No. _____

vs)

Complaint

_____))

Defendant.)

- 1. Plaintiff is bringing this action to establish parenting responsibility.
- 2. No separate proceeding for parenting responsibility has been started or is pending in the State of North Dakota or elsewhere.
- 3. Plaintiff's full legal name is _____.

Plaintiff is the (*choose one*) mother **or** father of the minor child(ren).

Plaintiff's address is: _____

Plaintiff's employer's name and address: _____

Plaintiff's birth year: _____. Last 4 digits of social security number: XXX-XX-_____.

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

- 4. Defendant's full legal name is: _____.

Defendant is the (*choose one*) mother **or** father of the minor child(ren).

Defendant's address is: _____

Defendant's employer's name and address: _____

Defendant's birth year: _____. Last 4 digits social security number: XXX-XX-_____.

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

5. Plaintiff and Defendant have never been married to each other.

6. (Choose one)

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

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

7. Plaintiff and Defendant have minor children together, namely:

a. Minor Child's Initials: _____ Year of Birth: _____
Last 4 Digits of Social Security Number: XXX-XX-_____
Address: _____

b. Minor Child's Initials: _____ Year of Birth: _____
Last 4 Digits of Social Security Number: XXX-XX-_____
Address: _____

c. Minor Child's Initials: _____ Year of Birth: _____
Last 4 Digits of Social Security Number: XXX-XX-_____
Address: _____

Additional sheets are attached for Paragraph 7. (Choose if applicable)

8. It is in the best interests of the minor child(ren) that residential responsibility and parenting time is granted as follows (choose one; continued on page 3):

- Shared equally between the Plaintiff and the Defendant.
- Primary residential responsibility granted to the Plaintiff, subject to the Defendant's reasonable parenting time.
- Primary residential responsibility granted to the Defendant, subject to the Plaintiff's reasonable parenting time.

9. This Court has jurisdiction to establish parenting rights and responsibilities and decision making of the minor child(ren) under to North Dakota Century Code Section 14-14.1-12 because (*choose and complete one*):

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

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

10. (*Choose one*)

- Neither Plaintiff nor Defendant is pregnant.
- (*Choose one*) Plaintiff/ Defendant is pregnant. However, the (*choose one*) Plaintiff/ Defendant is not the father, and the child is not at issue in this proceeding.

11. This parenting responsibility proceeding will affect the custody of the minor child(ren).

The following information is required by North Dakota Century Code Section 14-14.1-20:

a. Within the past five (5) years, the child(ren) has/have lived at the following addresses:

Child's Initials	Address (street, city, state, zip code)	Date From	Date To

b. The names and current addresses of the persons with whom the child(ren) has/have lived in the past five (5) years are as follows:

Child's Initials	Name of Person(s)	Current Address (street, city, state, zip code)

c. (Choose one; Paragraph 11(c) continues on next page)

Plaintiff has not participated, as a party or witness or in any other capacity, in any other proceeding concerning the custody of or visitation with the child(ren).

Plaintiff participated in the following proceeding(s) concerning the child(ren) as a party or witness, or in another capacity concerning custody of or visitation with the child(ren):

Name of Court	State	Case Number	Date of Determination

d. *(Choose one)*

Plaintiff does not know of any of any proceeding that could affect this current parenting responsibility proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, adoptions, neglect, abuse, deprivation, guardianship, or paternity.

Plaintiff knows of the following proceeding(s) that could affect this current parenting responsibility proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, adoptions, neglect, abuse, deprivation, guardianship, or paternity.

Name of Court	State	Case Number	Type of proceeding

e. (Choose one)

Plaintiff does not know of any person who is not a party to this parenting responsibility proceeding who has physical custody of the child(ren) or claims rights of legal custody or physical custody of, or visitation with, the child(ren).

Plaintiff knows of the following person(s) who is/are not a party to this parenting responsibility proceeding who has physical custody of the child(ren) or claims rights of legal custody of physical custody of, or visitation with, the child(ren).

Name of Person(s)	Address (street, city, state, zip code)

(Choose if applicable) Additional sheets are attached for Paragraph 11.

12. (Choose one)

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

(Choose one) Plaintiff/ Defendant is an able-bodied person and is able to contribute toward the support of the minor child(ren).

Wherefore, Plaintiff asks for judgment as follows:

13. For residential responsibility and parenting time that serve the minor child(ren)'s best interests.

14. For child support obligations, if requested in Paragraph 12 above, that serve the minor child(ren)'s best interests, including those related to traditional child support, dependent medical and dental insurance coverage, and contribution to the child(ren)'s uninsured dental and medical expenses.

15. For such further and additional relief as this Court may deem just and proper.

16. I verify, under penalty of perjury under the law of North Dakota, that I am the Plaintiff in the above-entitled parenting responsibility action; that I have read the Complaint and know the contents and that the same is true and correct, except as to matters stated therein upon information and belief as to those matters I state that I believe them to be true and correct.

Signed on _____ (date) in _____ (city),
_____ (county), _____ (state), _____ (country).

(Plaintiff's Signature)

(Plaintiff's Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number)

(Email Address)

Read Before Filling Out The Settlement Agreement (Form 3)

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

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 3) is part of the *Filing for Parenting Responsibility Together* forms packet. You may use this forms packet if **All** of the following are true:

- The parents of the minor children have never been married to each other.
- Both parents are currently in communication with each other.
- Both parents agree on **All** issues. **Both parents must date and sign Forms 3 & 4.** (See *Forms 3 & 4 for the issues that you both must agree to in writing.*)
- 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 in North Dakota, any other state, or tribe 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.
- If either parent is currently in the military, they're not deploying or deployed.
- There's **no** domestic violence protection order or disorderly conduct restraining order currently in effect regarding either spouse.

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

The Settlement Agreement form must be filled out completely and signed by **Both** parents. If this form isn't filled out completely and signed by both parents, it may not be accepted.

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

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

State of North Dakota

In District Court

County Of _____

_____ Judicial District

Plaintiff,

Case No. _____

vs

**Settlement Agreement to
Establish Parenting Responsibility**

Defendant.

Whereas, the above-entitled matter is a parenting responsibility proceeding started 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 parenting responsibility proceeding. Plaintiff and Defendant’s entire agreement is set forth in this Settlement Agreement and Exhibit A: Parenting Plan;

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

Whereas, Plaintiff and Defendant expressly agree that, once signed, Plaintiff may, without further notice to Defendant, forward this Settlement Agreement and Exhibit A: Parenting Plan 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 as indicated by the Admission of Service on file.

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

Address: _____
(*street address*) (city, state, zip code)

Birth Year: _____

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

Employer's Name and Address: _____

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

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

Address: _____
(*street address*) (city, state, zip code)

Birth Year: _____

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

Employer's Name and Address: _____

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

4. Plaintiff and Defendant have never been married to each other.

5. That no decree, judgment or order of parenting responsibility 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 parenting responsibility by either party against the other in any Court.

6. (Choose one)

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

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

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

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

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

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

State of Residence for Last 6 Months: _____

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

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

State of Residence for Last 6 Months: _____

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

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

State of Residence for Last 6 Months: _____

Additional sheets are attached. (Choose if applicable)

9. The mother-child relationship was established by (*choose one*):

Giving birth to the child(ren)

Adjudication of maternity: Order dated _____, State of _____

Adoption: Order dated _____, State of _____

10. The father-child relationship was established by (*choose one*):

Acknowledgement of paternity

Adjudication of paternity: Order dated _____, State of _____

Adoption: Order dated _____, State of _____

11. (*Choose one*)

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

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

12. (*Choose one*)

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

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

Defendant is not the father, and the child is not at issue in this proceeding.

13. Child support (*choose one*):

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

There is no child support order already in existence.

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.

14. 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.

15. Parenting Responsibility Established And Court Approval: The Plaintiff is awarded a Judgment Establishing Parenting Responsibility, all in accordance with the provisions of the North Dakota Century Code. As part of the proceedings in this matter, Plaintiff will submit this Settlement Agreement and Exhibit A: Parenting Plan to the above-entitled Court. If parenting responsibility is not established, 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 Establish Parenting Responsibility to Plaintiff, 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.

16. Parental Rights and Responsibilities: The parties shall have the parental rights and responsibilities as set forth in North Dakota Century Code Section 14-09-32, which are as follows:

- a. The right to access and obtain copies of the child's educational, medical, dental, religious, insurance, and other records or information.
- b. The right to attend educational conferences concerning the child. This right does not require any school to hold a separate conference with each parent.

c. The right to reasonable access to the child by written, telephonic, and electronic means.

d. The duty to inform the other parent as soon as reasonably possible of a serious accident or serious illness for which the child receives health care treatment. The parent must provide to the other parent a description of the serious accident or serious illness, the time of the serious accident or serious illness, and the name and location of the treating health care provider.

e. The duty to immediately inform the other parent of residential telephone numbers and address, and any changes to the same.

f. The duty to keep the other parent informed of the name and address of the school the child attends.

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

18. Child Support: In accordance with the North Dakota Child Support Guidelines and N.D.C.C. § 14-09-09.7 (*choose one; Paragraph 18 continues on Page 7*):

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

Since primary residential responsibility shall be with Plaintiff, Defendant shall pay \$_____ **per month** as and for child support based on net monthly income of _____ . Defendant's income was determined by (*explain*):

_____.

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

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

\$_____ per month as and for child support based on net monthly income of

_____. Plaintiff's income was determined by (*explain*):

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

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

Defendant's net monthly income of \$_____ and child support obligation of

\$_____, child support amounts will be offset for payment purposes. The lesser

obligation of \$_____ owed by (*choose one*) Plaintiff/ Defendant will be subtracted

from the greater obligation of \$_____ owed by (*choose one*) Plaintiff/ Defendant.

(*Choose one*) Plaintiff/ Defendant shall pay the difference of \$_____ per month.

A copy of the completed child support calculation forms that were used to calculate the child support obligation are attached. If child support rights become assigned because the child(ren) receives public assistance, the offset is no longer allowed. Each parent will be responsible for paying the full amount the parent's obligation as long as the assignment is in effect.

19. Deviation from child support calculator (*choose one; Paragraph 19 continues on page*

8):

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

The child support amount listed in Paragraph 18 does not deviate from the child support calculator.

The child support amount listed in Paragraph 18 deviates from the child support calculator.

\$_____ is the presumptively correct child support amount. Pursuant to N.D.C.C. § 14-09-09.7, the presumption is rebutted because (*explain*): _____

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

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

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

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

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

21. The support obligation of (*choose one*) Plaintiff/ Defendant for the minor children shall continue (*choose one; paragraph 21 continues on page 9*):

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

Until the last day of the month in which the child reaches age eighteen (18), unless the child is still in high school and still living at that time with the parent receiving support. If support is to continue or resume after the month in which the child reaches age eighteen (18), the parent receiving support must file the Affidavit of Custodial Parent with the court. If the affidavit is filed, child support will continue or resume until the last day of the month in which the child graduates or reaches age nineteen (19), whichever comes first. Unless the step-down child support obligation is specified in Paragraph 22, a child support obligation for more than one child will not automatically be reduced when the support obligation expires for the oldest child.

22. Step-down child support obligation (*choose one; Paragraph 22 continues on page 10*):

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

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

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

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

After child support terminates for one child, (*choose one*) Plaintiff/Defendant shall pay \$_____ child support per month. The first payment is due on the day indicated in Paragraph 20 on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Paragraph 20 **until** child support terminates for a second child.

After child support terminates for two children, (*choose one*) Plaintiff/ Defendant shall pay \$_____ child support per month. The first payment is due on the day indicated in Paragraph 20 on the first month after child support terminates for one child. Subsequent

payments are due on each successive month on the day indicated in Paragraph 20 **until** child support terminates for a third child.

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

23. 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.

24. All child support payments must be made through the North Dakota State Disbursement Unit (SDU), P.O. Box 7280, Bismarck, ND 58507-7280 in a form acceptable to the SDU for forwarding to the parent receiving support. Any child support payment made directly to the parent receiving support, rather than through the SDU, will be treated as a gift unless Child Support agrees to give credit for the payment.

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

26. 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.

27. Each party subject to this order must provide SDU with the following information within ten days of the order or within ten days of any change of information as provided in N.D.C.C. § 14-09-08.1 (*Paragraph 27 continues on page 11*):

- Social Security number;
- Home address, mailing address, and any change of address;
- Telephone number;
- Driver license number;
- Employer's name, address, and telephone number;
- Electronic mail address; and

- Change of any other condition that could affect paying or receiving support. Examples include getting or losing health insurance for the child(ren), being approved for disability payment, and becoming incarcerated.

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

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

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

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

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

29. Uninsured and Unreimbursed Medical Expenses (Paragraph 29 continues on page 12): Plaintiff and Defendant shall divide uninsured and unreimbursed medical expenses associated with the child(ren), including, but not limited to medical, dental, orthodontia, vision, counseling, co-pays, deductible and prescription drugs, in the following way:

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

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

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

30. Childcare Costs: Plaintiff and Defendant must divide childcare costs in the following way: _____

_____.

31. Child Tax Exemption: Only one party may claim a deduction for each child on their income tax return. Each party must execute any IRS or similar forms to allow the other party to take the exemption, deduction and credit in the appropriate years.

(*Choose one; Paragraph 31 continues on page 13*):

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

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

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

Other: _____

 _____.

32. Income Tax Returns: The parties agree to share historical accounting and tax information, documents and records with the other as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years. Each party must execute any IRS or similar forms as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years.

In accordance with the Affordable Care Act (ACA), the party providing, or who has provided health insurance coverage for a child being claimed as a dependent, must supply the other party proof of coverage (IRS Form 1095-A, IRS Form 1095-B, or IRS Form 1095-C) on or before January 31, or as soon thereafter as proof of coverage is received, of every applicable calendar year.

33. Execution Of Required Documents (*Paragraph 33 continues on page 14*): The parties must, within ten (10) days from the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to

effect the terms and provisions of the Judgment. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.

34. 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.

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

36. 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 parental rights and responsibilities in this matter satisfactory to both parties.

37. Waiver Of Counsel: The parties represent to the Court that each acknowledges the importance of consulting separate, independent legal counsel prior to the execution of this Settlement Agreement. The parties expressly waived that right and freely and voluntarily entered into this Settlement Agreement which became a basis for the order for judgment and judgment. **The parties acknowledge that this is a legal document and binding upon them.**

Notarized Signatures on Pages 15 and 16.

Plaintiff's Signature is on Page 15 of 16 of this Settlement Agreement.

Defendant's Signature is on Page 16 of 16 of this Settlement Agreement.

Plaintiff's Notarized Signature

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

Dated _____.

(Plaintiff's Signature)

(Plaintiff's Printed Name)

(Plaintiff's Address)

(City, State, Zip Code)

(Telephone Number)

(Email Address)

STATE OF _____)

COUNTY OF _____)SS

Signed and sworn to before me on _____, by

_____.

(Notary Public or Clerk of Court)

If Notary, my commission expires: _____

Defendant's Notarized Signature

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

Dated _____.

(Defendant's Signature)

(Defendant's Printed Name)

(Defendant's Address)

(City, State, Zip Code)

(Telephone Number)

(Email Address)

STATE OF _____)

COUNTY OF _____)SS

Signed and sworn to before me on _____, by

_____.

(Notary Public or Clerk of Court)

If Notary, my commission expires: _____

Read Before Filling Out Exhibit A: Parenting Plan (Form 4)

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

This Exhibit A: Parenting Plan (Form 4) is part of the *Filing for Parenting Responsibility Together* forms packet. You may use this forms packet if **All** of the following are true:

- The parents of the minor children have never been married to each other.
- Both parents are currently in communication with each other.
- Both parents agree on **All** issues. **Both parents must sign and date Forms 3 & 4.** (See *Forms 3 & 4 for the issues that you both must agree to in writing.*)
- All of the minor children of the marriage 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 in North Dakota, any other state, or tribe between the parents regarding your minor children.
- The father of the minor child(ren) is recognized as the father by a signed Acknowledgment of Paternity, a court order, or an adoption order.
- If either parent is currently in the military, they're not deploying or deployed.
- There's **no** domestic violence protection order or disorderly conduct restraining order currently in effect regarding either parent.

You & the Other Parent **Must Complete and Sign the Settlement Agreement (Form 3), and Exhibit A: Parenting Plan (Form 4).**

[Consult a lawyer](#) if you're unsure how to proceed.

The Exhibit A: Parenting Plan (Form 4) must be filled out completely and signed by **Both** parents. If this form isn't filled out completely and signed by both parents, it may not be accepted for filing by the clerk of court.

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

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

State of North Dakota

In District Court

County Of _____

_____ Judicial District

_____)
 _____))
 Plaintiff,)
 vs.)
 _____))
 Defendant.)

Case No. _____

**Exhibit A:
Parenting Plan**

1. Plaintiff and Defendant have reached an agreement resolving the parenting rights and responsibilities in this parenting responsibility case.
2. Plaintiff and Defendant's entire agreement resolving the parenting rights and responsibilities is set forth in this Exhibit A: Parenting Plan.
3. The Parenting Plan applies to the following child(ren) in this above-entitled action for parenting responsibility:

Initials: Birth Year: Age:

(Choose if applicable) Additional sheets are attached for Paragraph 3.

4. **Legal Residence: The legal residence of the minor children for school attendance shall be (choose one):**

- The Plaintiff's place of residence.
- The Defendant's place of residence.
- Other: _____.

Primary residential responsibility shall be with the Plaintiff. Defendant shall have parenting time in the following Parenting Time Schedule (*select any that apply*):

- Wednesday evenings from 6:00 p.m. to 8:00 p.m.
- Every other weekend from Friday at _____, until Sunday at _____.
- Other: _____

Primary residential responsibility shall be with the Defendant. Plaintiff shall have parenting time in the following Parenting Time Schedule (*select any that apply*):

- Wednesday evenings from 6:00 p.m. to 8:00 p.m.
- Every other weekend from Friday at _____, until Sunday at _____.
- Other: _____

b. Alternate Schedules: The above Parenting Time schedule for Paragraph 5a is the default “normal” schedule **except** as described below. The alternate schedules will be as follows (*if you don’t have an alternate schedule, write “No Alternative Schedule” on the first line of each section*):

Summer Time*: Summer time is defined as: _____

The Summer Time alternate schedule is: _____

School Release Days*: School release days are defined as: _____

The School Release Days alternate schedule is: _____

***Summer Time/School Release Days** with the other parent take precedence over summer activities, such as sports, when Parenting Time cannot be reasonably scheduled around such events.

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

- c. **Schedule for Holidays and Other Special Days:** The parenting schedule for holidays and other special days applies to the residential responsibility in Paragraph 5a. The parenting schedule for the child(ren) for holidays and other special days is:

	With the Plaintiff <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>	With the Defendant <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>
New Year's Day		
Martin Luther King Day		
President's Day		
Spring Break		
Easter		
Mother's Day		

	With the Plaintiff <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>	With the Defendant <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>
Father's Day		
Independence Day		
Labor Day		
Teacher's Break (Convention)		
Halloween		
Veteran's Day		
Thanksgiving Day		
Winter Break		
Christmas Eve Day		
Christmas Day		
Plaintiff's Birthday		
Defendant's Birthday		
Child's Birthday		

For the purposes of the Holidays and Other Special Days parenting schedule, a holiday includes *(indicate whether the holiday includes the entire weekend and the time of day/night during which holiday parenting time will occur)*: _____

d. Child(ren)'s Activities During Parenting Time: In order to promote the development of well-rounded healthy children, both parents will support the extracurricular activities of the child(ren). The parents will work together to ensure the child(ren)'s activities are not planned as to interfere with the relationship of either parent. The parents will inform each other of the child(ren)'s extracurricular activities by:

e. Timeliness: If a parent is more than _____ minutes late to pick up the child(ren) for a visit, that visit will be cancelled, **or:** _____

f. If either parent misses their parenting time for any reason, the parents will deal with the missed parenting time as follows: _____

g. Except in extreme emergencies, each parent must notify the other parent that they will not be able to exercise their scheduled parenting time as follows:

h. Restrictions on Contact with the Child(ren) (choose one):

- There are no restrictions on contact with the child(ren).
- Until further order of the Court, the child(ren)'s time with the (choose one) Plaintiff / Defendant is 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 North Dakota Century Code Chapter 14-14.1, the 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 child(ren) is/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 child(ren) while the child(ren) reside with that parent, except as provided in 7c, 7d, 7e, 7f, and 7g below.
- c. Daycare/Afterschool provider (select any that apply; Paragraph 7c continues on next page):**
 - When the parents reside in the same community, they will use the same daycare/afterschool provider.
 - Each parent may decide to utilize the daycare/afterschool provider of their own choosing.
 - The Plaintiff will designate the daycare/afterschool provider.

- The Defendant will designate the daycare/afterschool provider.
- The child(ren)'s daycare/afterschool provider is _____.
- Other: _____.

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

- The Plaintiff
- The Defendant
- The Plaintiff and Defendant jointly

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

- The Plaintiff
- The Defendant
- The Plaintiff and Defendant jointly

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

- The Plaintiff
- The Defendant
- The Plaintiff and Defendant jointly

g. Both parents must consent before any minor child will be permitted to _____

8. Information Sharing And Access:

- a.** Both parents shall have access to educational, medical, dental, religious, insurance, and other records. Both parents have 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 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.

- b.** Both parents have the right to attend school conferences. This right does not require any school to hold a separate conference with each parent. Each parent shall keep the other parent informed of the name and address of the school the child(ren) attend.
- c.** 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 regarding the child(ren). Both parents must notify the child(ren)'s daycare and school(s) of the split households and advise to send copies of the child(ren)'s school documents, notices, and related information to each parent.
- d.** Each parent must inform the other as soon as reasonably possible of serious accidents or serious illness which require health care treatment, providing the time of the accident or illness and the name of the treating health care provider. If the child is taking medications, the parents must communicate regarding instructions, dosage, and related information.
- e.** The parent who has medical insurance coverage on the children must 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.
- f.** Both parents must 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).

- g. Communication between parents and children must be liberally permitted at reasonable hours and at the expense of the parent initiating contact.
- h. 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 shall facilitate the communication between the child and the other parent.
- i. Both parents shall allow reasonable access to the child by phone or other means.
- j. Telephone access to the child(ren) shall be as follows: _____

- k. Electronic access to the child(ren) shall be as follows: _____

- l. During long vacations the parent with whom the child is on vacation shall make the child available for contact as follows: _____

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(ren)'s presence.

10. Children's Clothing And Personal Items *(select any that apply; Paragraph 10 continues on next page):*

- Each parent must supply the appropriate children's clothing with them for their scheduled time with the other parent.
- Each parent must supply appropriate clothing for the child(ren) to remain at that parent's home during parenting time.
- The clothing is considered the child(ren)'s clothes and must be returned clean, when reasonably possible, with the child(ren) by the other parent.

- The child(ren) must leave personal items at each parent’s home and must not remove those items from that home.
- The child(ren) must take personal items between each parent’s home, and it is the responsibility of each parent to ensure the personal items remain with the child(ren).
- In the cold months of the year, each parent shall ensure that the child(ren) have appropriate winter clothing to wear, regardless of parenting time.
- Other: _____
- Other: _____

11. Transportation And Exchange Arrangements Considering The Safety Of The Child(ren)

(select any that apply):

- When Plaintiff and Defendant live in the same community, the responsibility of picking up and returning the child(ren) is shared with the *(choose one)* Plaintiff / Defendant picking up the child(ren) and *(choose one)* Plaintiff / Defendant dropping off the child(ren).
- The child(ren) shall be picked up and returned to the front entrance of the appropriate residence.
- The parent dropping off the child(ren) shall not leave the premises until the child(ren) are safely inside.
- Any change in pick up or drop off location will be determined by _____
_____.
- The person picking up or dropping off 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: _____
_____.
- Other: _____
_____.

12. Procedure For Review And Adjustment To Parenting Plan: If the parents want to make permanent changes to the Parenting Plan, those changes shall be reduced to writing and submitted to the Court for approval.

13. Changes To Residence Of The Child(ren):

- a. A parent with primary residential responsibility for a child may not change the primary residence of the child to another state except upon order of the Court or with the written consent of the other parent, if the other parent has been given parenting time by order of the Court.
- b. A parent with equal residential responsibility for a child may not change the residence of the child to another state except with the written consent of the other parent or upon order of the Court allowing the move and awarding that parent primary residential responsibility.
- c. A court order is not required if the other parent:
 - 1) Has not exercised parenting time for a period of one year; or
 - 2) Has moved to another state and is more than 50 miles (80.47 kilometers) from the residence of the parent with primary residential responsibility.

14. Dispute Resolution:

a. In the event Plaintiff and Defendant are unable to resolve their differences with regard to the Parenting Plan, disputes shall be submitted to (*choose one*):

Counseling

Mediation

Other: _____

b. The cost of this dispute resolution process will be allocated between Plaintiff and Defendant as follows (*choose one*):

Plaintiff and Defendant shall each pay one-half.

As determined in the dispute resolution process.

Other: _____

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

Written request

Certified mail

Other: _____

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

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

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

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

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.

15. Compliance: 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.

Plaintiff's Notarized Signature

I, _____, **Plaintiff**, swear under penalty of perjury that the information in this Exhibit A: Parenting Plan is true and correct, and that I have read, understand, and agree to be bound by this Agreement.

Dated _____.

(Plaintiff's Signature)

(Plaintiff's Printed Name)

(Plaintiff's Address)

(City, State, Zip Code)

(Telephone Number)

(Email Address)

STATE OF _____)

COUNTY OF _____)SS

Signed and sworn to before me on _____, by

(Notary Public or Clerk of Court)

If Notary, my commission expires: _____

Defendant's Notarized Signature

I, _____, **Defendant**, swear under penalty of perjury that the information in this Exhibit A: Parenting Plan is true and correct, and that I have read, understand, and agree to be bound by this Agreement.

Dated _____.

(Defendant's Signature)

(Defendant's Printed Name)

(Defendant's Address)

(City, State, Zip Code)

(Telephone Number)

(Email Address)

STATE OF _____)

COUNTY OF _____)SS

Signed and sworn to before me on _____, by

(Notary Public or Clerk of Court)

If Notary, my commission expires: _____