

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.

Filing for Parenting Responsibility Together

Instructions for Form 3: Settlement Agreement

(Form 3: Settlement Agreement is part of the *Filing for Parenting Responsibility Together* packet of forms. [Review the instructions for the packet of forms](#) before completing the Settlement Agreement and Exhibit A: Parenting Plan.)

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

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

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

Fill out the Settlement Agreement (Form 3) **Only** if both parents agree on **All** issues in the Settlement Agreement (Form 3) and Exhibit A (Form 4). If you haven't reached a full agreement on **All** issues, you can't use this packet of forms.

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

Definitions

Child Support – payments for the support of a child, including payments for health insurance coverage or other medical support, and includes past-due support.

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

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

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

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

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

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

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

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

Residency requirement – the amount of time a child and a parent must live in North Dakota before they can ask a North Dakota state district court to establish parenting rights and responsibilities. In general, the child and a parent must have lived in North Dakota for at least the past six months. Although, there are exceptions to this residency requirement, this packet of forms can't be used unless the child and parent meet this requirement. (See Home State.)

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

- Top of form (Caption):** Fill in the name of the North Dakota County where you plan to file your parenting responsibility case. Go to ndcourts.gov/court-locations for a map of court locations listed by County.
 - Fill in the name of the Judicial District where the County is located. Click on the name of the County to find the name of the Judicial District.
 - Fill in the full, legal name of the parent who will be listed as the Plaintiff.
 - Fill in the full, legal name of the parent who will be listed as the Defendant.
 - Leave Case No blank. If the Clerk of Court accepts all of the completed *Filing for Parenting Responsibility Together* forms, the Clerk of Court assigns a case number. (See Step Ten of the [Instructions for the forms packet.](#))
- Whereas:** Review the statements carefully.

Agreement as to Facts:

- Paragraph 1:** You don't need to write anything for this paragraph.
 - **However, you can't file this completed Form 3 with the Clerk of Court until you complete Step Ten of the [Instructions for the forms packet.](#)**
- Paragraph 2:** Fill in the information for the Plaintiff.
- Paragraph 3:** Fill in the information for the Defendant.

- Paragraphs 4 & 5:** If the statements in Paragraphs 4 and 5 aren't true, **Stop!** You can't use this form or the *Filing for Parenting Responsibility Together* packet of forms.
- Paragraph 6:** Put a checkmark (✓) next to the statement that's true for your situation. If neither statement is true, **Stop!** You can't use this form or the *Filing for Parenting Responsibility Together* packet of forms.
- Paragraph 7:** If the statement in Paragraph 7 isn't true, **Stop!** You can't use this form or the *Filing for Parenting Responsibility Together* packet of forms.

- Paragraph 8:** Fill in the information for each minor child of the Plaintiff and Defendant.

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

- Put a checkmark (✓) in the box at the end of Paragraph 8
- Type or write "Settlement Agreement Paragraph 8" on the top of the additional sheet(s).

- Paragraph 9:** Put a checkmark (✓) next to the statement that's true for the mother-child relationship.

If you checked the second or third statement, fill in the date of the order and the state where the order was issued.

- Paragraph 10:** Put a checkmark (✓) next to the statement that's true for the father-child relationship.

If you checked the second or third statement, fill in the date of the order and the state where the order was issued.

- Paragraph 11:** Put a checkmark (✓) next to the statement that's true for your situation.
 - Type or write the full, legal name of the parent.
 - If neither statement is true, **Stop!** You can't use this form or the *Filing for Parenting Responsibility Together* packet of forms.

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

- Paragraph 13:** Put a checkmark (✓) next to the statement that is true for your situation. If you select the first option, fill in the case number of the child support order.
- If you already have a child support order, make sure you have a copy. You file the copy of the child support order with the court. (See Step Ten of the [Instructions for the forms packet.](#))

Stipulated Terms for Judgment:

- Paragraph 14:** Fill in the name of the North Dakota County you listed in the Caption.
- Paragraphs 15 and 16:** You don't need to write anything for these paragraphs. If the statements in Paragraphs 15 and 16 aren't true, **Stop!** You can't use this form or the *Filing for Parenting Responsibility Together* packet of forms.

A Parenting Plan is required in **every** parenting responsibility case. The Plaintiff and Defendant **must** complete and sign Exhibit A: Parenting Plan (Form 4). Otherwise, you can't use this form or the *Filing for Parenting Responsibility Together* packet of forms.

- Paragraph 17:** You don't need to write anything for this paragraph. You provide a detailed parenting plan in Exhibit A: Parenting Plan (Form 4).

Paragraph 18 through Paragraph 27 is Your Child Support Agreement

If you don't already have a child support order, you must calculate your child support amount. Calculate your child support before completing Paragraph 18 through Paragraph 27.

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

If you don't want to establish child support at this time, or if both parents agreed to a different child support amount than child support calculator indicates, **Stop! You can't use this form or the *Filing for Parenting Responsibility Together* packet of forms.**

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

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

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

- Paragraph 18:** Put a checkmark (✓) next to the option that fits your circumstances. Fill in the details. **Don't** checkmark more than one option.
- Paragraph 19:** Put a checkmark (✓) next to the option that fits your circumstances. Fill in the details. **Don't** checkmark more than one option.
 - **WARNING:** The Calculator amount is presumed to be the correct amount of child support. If you ask for a deviation from the Calculator amount you must prove you meet one of the limited exceptions for deviation, **and** the deviation is in the best interests of the child(ren). You're strongly urged to consult an attorney if you're asking for deviation from the Calculator amount.
 - If you're asking for a deviation and need additional space to prove you meet one of the limited exceptions for deviation **and** best interests of the children, you may attach an additional sheet or sheets. Type or write on one side only.
 - Put a checkmark (✓) in the box at the end of Paragraph 19.
 - Type or write "Settlement Agreement Paragraph 19" on the top of the additional sheet(s).
- Paragraph 20:** Put a checkmark (✓) next to the option that fits your circumstances. Fill in the details. **Don't** checkmark more than one option.
- Paragraph 21** Put a checkmark (✓) next to the option that fits your circumstances. Fill in the details. **Don't** checkmark more than one option.
- Paragraph 22:** Put a checkmark (✓) next to the option that fits your circumstances. Fill in the details. **Don't** checkmark more than one option.
 - This section allows 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.
 - You aren't required to include step-down child support obligations. You may choose to reserve the issue for some time in the future.

- If you choose to include a step-down, you need to complete the [Calculator](#) for each step-down child support obligation.
- If you have more than three minor children, you may use an additional sheet to complete Paragraph 28 for more than three children. Type or write on one side only.
 - Put a checkmark (✓) in the box at the end of Paragraph 22. Type or write “Settlement Agreement Paragraph 22” on the top of the additional sheet(s).
- Paragraphs 23 through 27:** Read carefully. You don’t need to write anything for these paragraphs.
- Paragraph 28:** 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 29:** Read carefully. Fill in the details of your agreement for uninsured and unreimbursed medical expenses.
- Paragraph 30:** Fill in the details of your agreement for childcare costs.
- Paragraph 31:** Put a checkmark (✓) next to the option to which both parents agree. If the option requires details, fill in the details. **Don’t** checkmark more than one option.
- Paragraph 32:** Read carefully. You don’t need to fill out anything for Paragraph 32.
- Paragraphs 33 through 37:** Read carefully. You don’t need to fill out anything for Paragraphs 33 through 37.
- Plaintiff Completes and Signs Page 15.** The Plaintiff must sign and date in the presence of a Notary Public or a Clerk of Court.
- Defendant Completes and Signs Page 16.** The Defendant must sign and date in the presence of a Notary Public or a Clerk of Court.

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

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

Both Parents Must Sign the Settlement Agreement (Form 3)!

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

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

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*):

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: _____