

MILWAUKEE JUSTICE CENTER
JOINT, STIPULATED, DEFAULT DIVORCE "PART 2"
CASE SUMMARY

In re: the marriage of _____

Case # ____ FA _____

Petitioner/Jt. Petitioner Wife

---and---

Respondent/ Jt. Petitioner Husband

Family A B C D E

1. This case was filed with the Clerk of Circuit Court on _____, 20____.
2. The summons and petition were personally served on the respondent on _____, 20____, which is within 90 days of the filing date; 120 days from that date of service is _____, 20 ____.
OR
 The time for service of the summons and petition was extended to _____, 20____. The summons and petition were served on the Respondent on _____, 20____; 120 days from that date of service is _____, 20____.
OR
 Despite due diligence, respondent could not be personally served. Service was accomplished by publication and mailing as required by Sec. 801.11(1)(c); the last date of publication was _____, 20 ____; 120 days from the first date of publication is _____, 20____.
Affidavit of Non-service is attached OR was previously filed.
Proof of publication is attached OR was previously filed.
- This case was filed as a *joint petition*; 120 days from the filing date is _____, 20 ____.
3. This case involves minor children, the [husband] [wife] [both parties] have met the requirement to attend a parent education program and there is a report acknowledging this on file with the Court.
OR
 The parties presently have no minor children; there is no parent education requirement in this case.
OR
 The parental education requirement has been waived for [husband] [wife] [both parties].
A copy of the waiver order: is attached was previously filed with the court.
4. A proposed parenting plan is attached.

I CERTIFY THAT THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE

Signature: _____ **Date:** _____

Name printed/typed: _____ **Daytime phone number: (____) _____**

Volunteer First Name: _____

Date: _____

Petitioner/Joint Petitioner A: _____
Respondent/Joint Petitioner B: _____

Enter the name of the county in which this case is filed. **STATE OF WISCONSIN, CIRCUIT COURT,**
_____ **COUNTY**

Enter the name of the Petitioner/Joint Petitioner A.
IN RE: THE MARRIAGE OF
Petitioner/Joint Petitioner A

Name (First, Middle and Last)
and

Enter the name of the Respondent/Joint Petitioner B.
Respondent/Joint Petitioner B

Check divorce or legal separation.
Name (First, Middle and Last)

Enter the case number.

Marital Settlement Agreement
With Minor Children

- Divorce-40101**
- Legal Separation-40201**

Case No. _____

Warning: Subject to court approval, the terms of this agreement will be included in your judgment of divorce or legal separation. Be sure you understand it completely. Some portions of this agreement cannot be changed after the court approves it, even if you did not understand or expect how it would affect you. You may wish to speak with a lawyer before you sign this agreement to be sure you are fully aware of the laws that may apply to you.

WE AGREE AS FOLLOWS:

In A, check 1 or 2.
If 2, enter reason you are asking for a legal separation and not a divorce.

A. MARITAL RELATIONSHIP

- 1. **Divorce.** This marriage is irretrievably broken.
- 2. **Legal Separation.** This marriage is broken and the reason we are requesting a legal separation and not a divorce is _____

B. MAINTENANCE (Spousal Support)

1. Petitioner/Joint Petitioner A:

- a. gives up the right to receive maintenance and understands that by giving up maintenance at this time, may never ask for maintenance.
- b. is not requesting maintenance at this time, but leaves open the right to request it until _____. The right to request maintenance is limited to
 - 1) the following circumstance(s) only: _____
 - 2) any appropriate substantial change in circumstance.
- c. Respondent/Joint Petitioner B shall pay maintenance to Petitioner/Joint Petitioner A in the amount of \$_____ per month beginning _____, 20____. Maintenance shall end _____, 20____, or until Petitioner/Joint Petitioner A remarries, dies, or by court order, whichever comes first.

2. Respondent/Joint Petitioner B:

- a. gives up the right to receive maintenance and understands that by giving up maintenance at this time, may never ask for maintenance.
- b. is not requesting maintenance at this time, but leaves open the right to request it until _____. The right to request maintenance is limited to
 - 1) the following circumstance(s) only: _____
 - 2) any appropriate substantial change in circumstance.
- c. Petitioner/Joint Petitioner A shall pay maintenance to Respondent/Joint Petitioner B in the amount of \$_____ per month beginning _____, 20____. Maintenance shall end _____, 20____, or until the Respondent/Joint Petitioner B remarries, dies, or by court order, whichever comes first.

3. Payments shall be made

- a. no payments are ordered.
- b. to the Wisconsin Support Collections Trust Fund (WI SCTF) at Box 74200, Milwaukee, Wisconsin 53274-0200
 - 1) directly from the payer to WI SCTF (only allowable if self-employed).

In B.1, check a, b, or c.

If b, enter a date and choose 1 or 2.

If 1, enter the reasons.

If c, enter the maintenance amount and the date the payments should begin and end.

In 2, check a, b, or c.

If b, enter a date and choose 1 or 2.

If 1, enter the reasons.

If c, enter the maintenance amount and the date the payments should begin and end.

In 3, check a or b.

If b, check 1 or 2. If 2, enter employer information.

2) by income assignment from the payer's employer as indicated below:
 Employer name _____
 Address of payroll office _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____

NOTE: An arrearage is an amount ordered that has not been paid and is overdue.

In 4, check a, b, c, d, e or f. If d, enter the monthly payment amount, date payments begin and the interest rate percentage for arrearages.

If e, enter the amount of the arrear balance and check 1 or 2. If 1, enter the date of the one-time payment. If 2, enter the monthly payment amount, the date payments begin and the interest rate percentage for arrearages.

NOTE: There are two types of property. "Real estate" includes such things as homes and land. "Personal property" includes all other things such as vehicles, clothing and other personal items, furniture, bank accounts, and retirement or investment accounts.

If more space is necessary, mark the box and attach additional sheets.

NOTE: Any and all assets disclosed on the parties' Financial Disclosure Statements should be included here and divided between the parties.

NOTE: If you have already divided the property, you must still disclose how you divided it.

If the parties have

4. Arrearages for Previously Ordered Maintenance.

The parties agree to handle the maintenance arrears as follows:

- a. No maintenance was previously ordered. There is no amount due.
- b. The party has paid all maintenance as ordered. There is no amount due.
- c. If there are any arrearages for maintenance now or at the time of the final hearing, those arrearages are waived and the court financial records shall be set at zero.
- d. As currently reflected in the WI SCTF KIDS computer system and shall be paid through monthly income withholding by the WI SCTF in the amount of \$_____ beginning _____, 20____. The arrears balance shall earn interest at the rate of ____% per year until the arrearages are paid in full.
- e. The arrears shall be set at \$_____ and paid through
 - 1) a one-time payment to the WI SCTF made by [Date] _____, 20_____.
 - 2) monthly income withholding by the WI SCTF in the amount of \$_____ beginning _____, 20____. The arrears balance shall earn interest at the rate of ____% per year until the arrearages are paid in full.
- f. Shall be determined by the court at the time of the final hearing.

C. MEDICAL INSURANCE

No later than the date of the final hearing, each party shall notify the other party in writing of the availability of COBRA or other continuation benefits under their current health care policy.

D. PERSONAL PROPERTY DIVISION

1. **Division.** The parties agree to the final personal property division as indicated below:

List the property and check who will have permanent use of the property once the divorce/legal separation is final.	Who will have possession?	
	A = Petitioner/Joint Petitioner A	B = Respondent/Joint Petitioner B
HOUSEHOLD ITEMS	A	B
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
AUTOMOBILE	A	B
Year, Make, Model		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
LIFE INSURANCE	A	B
Name of Company & Policy #		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
BUSINESS INTERESTS	A	B
Name of Business & Address		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
SECURITIES: STOCKS, BONDS, MUTUAL FUNDS, COMMODITY ACCOUNTS	A	B
Name of Company & # of shares		
	<input type="checkbox"/>	<input type="checkbox"/>

disposed of an asset from the time the Financial Disclosure was done, to the final hearing, please indicate what was disposed and what happened to it.

	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
PENSION, RETIREMENT ACCOUNTS, DEFERRED COMPENSATION, 401K PLANS, IRAS, PROFIT SHARING, ETC.	A	B
Name of Company & Type of Plan		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
CASH AND DEPOSIT (SAVINGS & CHECKING) ACCOUNTS	A	B
Name of Bank or Financial Institution		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
OTHER PERSONAL PROPERTY	A	B
Description of Asset		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

See attached

Indicate when and how any exchange of property will take place.

2. **Exchange.** The following items still need to be exchanged between the parties:

a. **None.** All personal property has already been exchanged to the satisfaction of both parties.

b. **List of items:** _____
 The exchange of personal property shall be made by [Date] _____, 20____ according to the following arrangements: _____

Any item of personal property not listed above shall be awarded to the party who has possession at the time of the final hearing.

In F, check 1 or 2.

E. DIVISION OF REAL ESTATE

1. Neither party owns any real estate at this time.
2. One or both parties own real estate at this time.
- a. **Primary Residence.** The parties own a primary residence located at:
 Address _____
 City _____ State _____ Zip _____
 Parcel Identification Number (Tax Key Number) _____

Attached is a legal description of this property.

- 1) This primary residence shall be awarded to the
- A. Petitioner/Joint Petitioner A
- B. Respondent/Joint Petitioner B
- and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: _____
- See attached

- 2) This residence shall be placed on the market for sale.
- A. Pending sale, the residence shall be occupied, used, or managed by
1. Petitioner/Joint Petitioner A.
2. Respondent/Joint Petitioner B.
3. shared equally.
4. Other: _____
- B. Pending sale, the mortgage, taxes, and insurance shall be paid by
1. Petitioner/Joint Petitioner A.

If 2, and the parties own a primary residence, check a. If a, enter the address and Parcel Identification Number (found on your real estate tax bill).

Attach a copy of the legal description.

Check 1 or 2.

If 1, check A or B and enter other provisions, if any.

If 2, check 1, 2, 3, or 4 in A, B, and C for the responsibility for other expenditures that occur while the property is being sold.

- 2. Respondent/Joint Petitioner B.
- 3. shared equally.
- 4. Other: _____

C. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by

- 1. Petitioner/Joint Petitioner A.
- 2. Respondent/Joint Petitioner B.
- 3. shared equally.
- 4. Other: _____

Enter the percentage each party shall receive in a and b. The total amount must equal 100 %.

The money from the sale of this residence shall be used to pay the usual costs of a sale and proration, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follows:

- a. Petitioner/Joint Petitioner A to receive _____ %.
- b. Respondent/Joint Petitioner B to receive _____ %.

If the parties own other real estate (including any timeshare interests), check b, complete the attached Schedule A found at the end of this document.

- b. **Other Real Estate.** One or both of the parties own additional real estate, including any timeshare interests, which is disclosed and divided as set forth in the attached **Schedule A.**

Transfer of Title. Both parties understand that this marital settlement agreement alone will not transfer title to one party or the other, but such a transfer requires a fully executed **Quit Claim Deed** and a **Wisconsin Real Estate Transfer Return** signed by the parties. The party awarded a parcel of real estate shall be responsible for having the necessary documents prepared.

F. DEBTS AND LIABILITIES

The following is a listing of **ALL** the debts and liabilities that we presently owe (both individually and as a couple) and who we agree shall be responsible for the payment of each debt:

In F, for each debt owed individually and jointly, write the name, current balance, and check who will be responsible for payment.
NOTE: Any and all debts disclosed on the parties' Financial Disclosure Statements that are still unpaid should be included here and divided between the parties. Any new debts incurred should also be listed and divided.

Payment for	Payment to (Creditor)	Balance Due	Paid by Petitioner/ Joint Petitioner A	Paid by Respondent/ Joint Petitioner B	Shared Equally
Mortgage/Rent		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mortgage/Rent		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Student		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Personal		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 4		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

See attached

The parties agree and understand:

- Each party assigned a debt shall be fully responsible for that obligation and shall not make any demands upon the other party concerning that debt.
- Any debt not listed shall be the responsibility of the party who incurred the debt.
- Creditors are NOT bound by this agreement and both parties remain liable to creditors for all marital debts.
- Any party who suffers a loss because of a failure of the other party to pay an assigned debt may enforce that obligation by a motion or an order to show cause for contempt of court.

In G, check 1 or 2.
 If 1, check a or b.

If 2, enter the amount. In
 a, check 1 or 2.

In b, check 1, 2 or 3. If 2,
 enter the date [month,
 day, year].
 If 3, enter the amount and
 date.

In c, enter the percentage
 and check 1 or 2.

In 2, check a or b.
 If b, check 1 or 2.
 If 2, indicate how the parties
 agree to handle the filing
 (expense and refund, if
 any).

In I, check 1, 2, or 3.
 If 2 or 3, enter the former
 legal surname.

NOTE: Legal custody is
 the right and responsibility
 to make major decisions
 about a child.

In J, enter the name, date
 of birth [month, day, year],
 of each child and check
 custody option.

NOTE: To include more
 detail, check the box and
 attach a parenting plan or
 other separate description.

G. EQUALIZATION OF MARITAL PROPERTY DIVISION

- 1. No payment is required to be made to equalize the marital property division because
 - a. the property and debt division are equalized to the satisfaction of the parties.
 - b. equalization has been accomplished through a division of real estate sale proceeds.
- 2. A payment of \$_____ is required to equalize the marital property division.
 - a. This payment shall be made by the
 - 1) Petitioner/Joint Petitioner A to Respondent/Joint Petitioner B.
 - 2) Respondent/Joint Petitioner B to Petitioner/Joint Petitioner A.
 - b. This payment
 - 1) was made.
 - 2) shall be made in a lump sum payment no later than [Date] _____, 20____.
 - 3) shall be paid in the amount of \$_____ per month beginning _____, 20____, until paid in full.
 - c. The amount shall earn interest until paid in full at the rate of ____% per year from the date
 - 1) of the final hearing.
 - 2) the payment was due.

H. TAXES

1. Year of Divorce/Legal Separation.

- The parties agree to file their income tax returns for the year of the divorce/legal separation consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin’s Marital Property law.
- The parties understand that their marital status on the last day of the year determines their filing status for that year, whether married or single.
- The parties acknowledge that each are responsible for seeking tax advice from a tax professional with regard to issues of this divorce/legal separation.
- Child support is NOT deductible by the payer or taxable to the payee.
- Maintenance is deductible by the payer and taxable to the payee.

2. Years Before Divorce/Legal Separation.

- a. Tax returns for all previous years were filed.
- b. The parties agree to file returns for the previous tax years as follows:
 - 1) share preparation expenses, tax liability, and/or refund equally.
 - 2) Other: _____

I. LEGAL NAME RESTORATION

- 1. Neither party requests the right to use a former legal surname.
- 2. Petitioner/Joint Petitioner A requests the right to use a former legal surname of _____.
- 3. Respondent/Joint Petitioner B requests the right to use a former legal surname of _____.

Note: If this is an action for legal separation, the court cannot allow either party to resume a former legal surname unless and until the judgment is converted to a divorce.

J. LEGAL CUSTODY OF MINOR CHILDREN

The minor children (age 17 or younger) born to or adopted together by the parties, before or during the marriage, are listed below and the legal custody of each shall be as follows:

Name of Minor Child	Birth Date	Joint Legal Custody	Sole Legal Custody to Petitioner/ Joint Petitioner A	Sole Legal Custody to Respondent/ Joint Petitioner B
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Also see attached parenting plan or other separate description.

In a sole legal custody arrangement, the parent not granted sole legal custody, shall file a medical history form with the court in compliance with §767.41(7m), Wis. Stats.

NOTE: Physical Placement means where the child lives or spends their time. Shared placement: child spends at least 25% or 92 days per year with each parent. Otherwise, one parent is considered to have primary placement. In K, enter the names of the children. Check shared, primary mother, or primary father for each child. If 1, attach parenting plan and/or a schedule. If 2, describe how placement will be arranged.

Check 1 or 2.

K. PHYSICAL PLACEMENT OF MINOR CHILDREN

The physical placement of the minor children shall be as follows:

Name of Minor Child	Shared	Primary with Petitioner/ Joint Petitioner A	Primary with Respondent/ Joint Petitioner B
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

and the placement schedule shall be

- 1. as listed in the attached parenting plan and/or schedule.
- 2. as follows: _____

See attached

L. MEDICAL AND HEALTH CARE EXPENSES

1. **Medical Insurance and Payments.** Parents are required to provide private health insurance for their minor child(ren) if service providers are located within 30 miles or 30 minutes from the child's residence and if the cost is reasonable. Reasonable cost is defined as the difference between single and family coverage where the added cost does not exceed 5% of the insuring parent's monthly income available for child support. The insuring parent may receive a contribution toward the cost of the insurance from the other parent, either as a credit against the child support obligation or an increase in the non-insuring parent's child support obligation as long as the increase does not exceed 5% of the non-insuring parent's gross monthly income. The parties agree that such medical insurance coverage for the minor child(ren) including medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses which is currently offered shall be provided and paid by

- a. both parties shall provide private health insurance and neither parent is required to make a cash contribution to the other.
- b. _____ shall provide private health insurance. The out of pocket cost (difference between single and family coverage) to cover the child(ren) under such insurance is \$ _____. The other parent shall contribute \$ _____ toward that cost (as a reasonable cash contribution) and that amount, if any, is included as a deviation in the child support calculation in M. Child Support and Financial Expenses below.
- c. A comprehensive private health insurance policy is not available to either parent at a reasonable cost. Petitioner/Joint Petitioner A Respondent/Joint Petitioner B has enrolled in shall promptly apply for Public Health Insurance.
 - 1) There is no out of pocket expense for the above Public Health Insurance.
 - 2) Out of pocket cost for such insurance is \$ _____. The other parent shall contribute \$ _____ toward that cost (as a reasonable cash contribution) and that amount, if any, is included as a deviation in the child support calculation in M. Child Support and Financial Expenses below. If an accessible private health insurance policy becomes available at a reasonable cost to either parent, that parent shall enroll the child(ren) as covered dependents under their health insurance.
- d. Petitioner/Joint Petitioner A Respondent/Joint Petitioner B does not have free health insurance available and has income below 150% of the federal poverty level and is therefore unable to make a cash contribution toward the

If b, enter who will provide insurance, the out of pocket cost for such insurance, and the amount the other party will contribute.

If c, indicate who will be responsible for providing public health insurance and whether the children are enrolled to need to be enrolled. Also, check 1 or 2. If 2, indicate the cost for such insurance and the amount the other party will contribute.

If d, check which party has income below 150% of the federal poverty level.

cost of the child(ren)'s healthcare. The appropriate cash medical support obligation is \$0. If accessible private health insurance becomes available at a reasonable cost to either parent, that parent shall enroll the child(ren) as covered dependents under their health insurance.

The insuring parent shall provide the other parent and the child support agency with copies of policy information and insurance cards. The insuring parent shall inform the child support agency about any change in employment and the availability of insurance.

In 2, enter the percentage that each parent will pay in a. and b. The total must equal 100%.

- 2. **Uninsured Health Care Expenses.** Payments for health care expenses for the minor children not covered by insurance, including medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses shall be paid as follows:
 - a. Petitioner/Joint Petitioner A to pay 50% of the total amount. Other: _____%
 - b. Respondent/Joint Petitioner B to pay 50% of the total amount. Other: _____%

In 3, enter the number of days for the deadline.

- 3. **Reimbursements.** Any request for reimbursement from the other party for medical insurance and uninsured health care expenses shall be made in writing. The other party shall pay their required percentage within _____ days after receiving a **written** request. Other: _____ days.

In M.1, check the guideline that applies to the specifics of this case after considering the gross income of the parties, other payment obligations of the parties, and physical placement of the children. In 2.a, enter the payer's name, recipient's name, payment frequency (weekly, bi-weekly, monthly, bi-monthly) and guideline amount.

M. CHILD SUPPORT AND FINANCIAL EXPENSES

- 1. The child support percentage of income standards, the standard calculation, based on gross income that applies to this case is
 - 17% for one child. split-placement formula.
 - 25% for two children. shared-placement formula.
 - 29% for three children. serial-family parent formula.
 - 31% for four children. low-income payer formula.
 - 34% for five or more children. high-income payer formula.

- 2. **Child Support Order and Basis for any Deviation.**
 - a. Based on the above standard calculation, the amount payable by _____ to _____ per _____ is \$_____

- b. The parties agree to deviate from that amount of child support.
 - 1) A medical cash contribution from above in **L.1.b. or L.1.c.2. MEDICAL AND HEALTH CARE EXPENSES**
 - increases decreases this child support amount by _____ (If no deviation, enter "0" or "None") \$_____

- 2) A deviation is based on: (Explain the reasons for any other deviation here) _____ and this increases decreases this child support amount by _____ (If no deviation, enter "0" or "None") \$_____

- c. Beginning [Date] _____ the amount payable by _____ to _____ per _____ is _____ (If no child support is to be paid, enter "0" or "Held Open") \$_____

- 3. **Payments for Child Support and/or Maintenance shall be made**
 - a. no payments are ordered.
 - b. to the Wisconsin Support Collections Trust Fund (WI SCTF) at Box 74200, Milwaukee, Wisconsin 53274-0200
 - 1) directly from the payer to WI SCTF (**only allowable if self-employed**).
 - 2) by income assignment from the payer's employer as indicated below:

Employer name _____
Address of payroll office _____
City _____ State _____ Zip _____
Phone _____ Fax _____

- 4. **Arrearages for Child Support.**
The amount of the child support arrears owed to a party shall be paid and earn interest at the statutory interest rate. Payments shall be made as follows:

In 3, check a or b.

If b, check 1 or 2. If 2, enter the payer's employer information.

NOTE: For more information on DCF 150, contact your local Child Support Agency.

NOTE: An arrearage is an amount ordered that has not been paid and is

overdue.
 In 4, check a, b, c, d, e or f. If d, enter the monthly payment amount and the date payments begin. If e, enter the amount of the arrears balance and check 1 or 2. If 1, enter the date of the one-time payment. If 2, enter the amount of the monthly payment and the date payments begin.

In 5, if applicable, enter the percentage each parent shall pay (if different than 50%). The total amount must equal 100%.
 In 5.c, enter the number of days for each deadline.
NOTE: Variable cost orders are mandatory only for shared placement situations in which a child spends at least 25% or 92 days per year with each parent.

In 6, enter the name of each child and then check the box to indicate how the deduction will be distributed.

- a. No child support was previously ordered. There is no amount due.
 - b. The party has paid all child support as ordered. There is no amount due.
 - c. If there are any arrearages for child support now or at the time of the final hearing, those arrearages are waived and the court financial record shall be set at zero.
 - d. The total amount currently reflected in the WI SCTF KIDS computer system and shall be paid through monthly income withholding by the WI SCTF in the amount of \$_____ beginning _____, 20____ until the arrearages are paid in full.
 - e. The arrears shall be set at \$_____ and paid through
 - 1) a one-time payment to the WI SCTF made by [Date] _____.
 - 2) monthly income withholding by the WI SCTF in the amount of \$_____ beginning _____, 20____ until the arrearages are paid in full.
 - f. Shall be determined by the court at the time of the final hearing.
5. **Variable costs** (Required only in cases of shared physical placement) which are those reasonable costs above basic support costs for a minor child, including but not limited to child care costs, tuition, a child's special needs, and other activities that involve substantial cost.
- a. We agree to consult with each other before incurring any variable costs requiring reimbursement.
 - b. Shall be paid as follows:
 - (Payments must be paid directly to the parent and can't be made through WI SCTF)
 - 1) Petitioner/Joint Petitioner A to pay 50% of the variable costs.
 - Other: _____%
 - 2) Respondent/Joint Petitioner B to pay 50% of the variable costs.
 - Other: _____%
 - c. The request for reimbursement for variable costs shall be made in writing and sent to the other party within _____ days from the day the cost was incurred. Each party shall pay the required percentage within _____ days from the date of the request.
 - Other: _____ days.

6. Deductions for Children as dependents and exemptions for income tax purposes.

Name of Child	Petitioner/ Joint Petitioner A to claim in all tax years	Respondent/ Joint Petitioner B to claim in all tax years	Petitioner/ Joint Petitioner A to claim in even tax years; Respondent/ Joint Petitioner B to claim in odd tax years	Respondent/ Joint Petitioner B to claim in even tax years; Petitioner/ Joint Petitioner A to claim in odd tax years
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7. Any party ordered to pay child support may only claim the minor children as exemptions for federal and state income tax purposes if they are substantially current in payment of child support as of December 31 of the year in which they intend to claim the exemption.

8. Each party agrees to cooperate in signing IRS Form 8332, or other appropriate state or federal tax forms, as necessary, in order to carry out the options selected above.

N. LIFE INSURANCE

In N, check 1 or 2.

Each party shall keep in full force and pay the premiums on all life insurance presently held upon their life, naming the minor children of the parties as sole primary beneficiaries in equal shares, until the youngest of the minor children reaches age of 18 or age 19 if they are pursuing a high school diploma or its equivalent. If current coverage is lost, the party with the current life insurance policies shall provide equivalent coverage. Each party agrees to furnish the other with proof of the named sole primary beneficiary upon request. This provision may be satisfied in a will or trust.

If 2, enter the name of the

1. The parties do not currently have any life insurance policies in force.

company who holds the policy, the policy number, and the name of the party who the policy currently insures.

2. The following life insurance policies are currently in full force:

Company Name	Policy Number	Name of Insured

Neither party may borrow against any life insurance policy after the date of this agreement, nor use it as collateral, without the written consent of the other party.

In O, check 1 or 2.

If 2, attach any additional agreements.

O. OTHER AGREEMENTS

We understand that any oral agreements are not enforceable by the court.

- 1. We have no other agreements, written or oral, concerning this marriage.
- 2. We have additional written agreements concerning this marriage, copies of which are attached.

In P, enter the date by which you will exchange financial information each year.

P. AGREEMENTS and UNDERSTANDINGS

We understand and agree:

- We could each get an attorney to review this agreement.
- This form was provided as a convenience and may NOT cover all issues.
- This agreement may have tax consequences and that seeking tax advice is suggested.
- We have each fully disclosed each of our income, debts, assets and liabilities to each other
- Maintenance is deductible by the payer and taxable to the payee.
- Child support is NOT deductible by the payer or taxable to the payee.
- The parents agree that these legal custody and physical placement arrangements are in the best interests of the minor child(ren) at this time.
- Any court order regarding child support, legal custody, or physical placement is not final and may be modified under an appropriate change of circumstances.
- **We must exchange annual financial information no later than** [Date] _____, **20__ each year.** A party who fails to furnish the information as required by the court under this subsection may be proceeded against for contempt of court under ch. 785, Wis. Stats.
- Whenever private, accessible and reasonably-priced health insurance becomes available to either parent at a reasonable cost, that parent shall enroll the child(ren) under the plan, unless the child(ren) are already enrolled under another private health insurance plan or unless the parent's income is below 150% of the federal poverty level.
- Any court order regarding the division of property is final as of the date of the final hearing and can never be changed.
- There are certain legal presumptions under Wisconsin law, such as:
 - Marital property should be divided 50/50.
 - Legal custody of minor children should be granted jointly to both parents.
 - A child born or conceived during the marriage is presumed to be
 Petitioner/Joint Petitioner A Respondent/Joint Petitioner B.

Q. VOLUNTARY EXECUTION / NATURE OF AGREEMENT

We assume equal responsibility for the entire content of this agreement. We have entered into this marital settlement agreement freely and voluntarily and not because of any undue influence. In some instances, the agreement represents a compromise of disputed issues. We believe the terms to be fair and reasonable under the circumstances.

We acknowledge that there may be substantial legal and tax implications with regard to this agreement. We understand that lack of knowledge of the law may not be sufficient to convince the court that relief from these provisions is required. We acknowledge that each of us has the right to seek the advice of our own personal attorney.

R. MUTUAL / GENERAL RELEASE

We release each other from any claim of any nature that may exist. Neither of us may, at any time hereafter, sue the other, or our heirs, personal representatives, and assigns, for the purpose of enforcing any or all of the rights relinquished and/or waived under this agreement.

We agree that in the event any suit shall be commenced, this release, when pleaded, shall constitute a complete defense to any such claim or suit so instituted by the other party. We understand that this mutual and general release shall not become effective until this **Marital Settlement Agreement** is approved by the court.

S. FULL DISCLOSURE AND RELIANCE

We warrant to each other that there has been an accurate, complete, and current disclosure of all income, assets, debts, and liabilities. We understand and agree that deliberate failure to provide complete disclosure constitutes perjury under §767.127, Wis. Stats. and a fraud upon the court. The property referred to in this agreement represents all the property in which either party has any interest. This agreement is based on our financial disclosure statements. We relied on these financial representations when entering into this agreement.

T. RESTRAINING ORDER

We agree to never interfere with the personal liberty of the other, or to go on the premises occupied by the other as a residence except with permission of that party.

U. EXECUTION OF DOCUMENTS

Now, or in the future, on demand, we agree to execute and deliver any and all documents that may be necessary to carry out the terms and conditions of this agreement.

V. DIVESTING OF PROPERTY RIGHTS

We give up all rights to the property awarded to the other, except as otherwise provided for in this agreement.

All property awarded to a party shall be the separate property of that party.
We shall have the right to manage our separate property as if we had never been married.

W. SURVIVAL OF AGREEMENT AFTER JUDGMENT

We agree that the provisions of this agreement shall survive any subsequent judgment of divorce and shall have independent legal significance. This agreement is a legally binding contract, entered into for good and valuable consideration. It is contemplated that in the future either of us may enforce this agreement in this or any other court of competent jurisdiction.

X. JURISDICTION

This county shall have jurisdiction for all disputes unless otherwise agreed to in writing or as provided under Wisconsin Statutes

Y. APPROVAL OF COURT REQUIRED

We have read this agreement and agree with its terms. We submit this **Marital Settlement Agreement** to the court for approval and request the court to incorporate its terms in the final judgment. Once approved by the court, we understand that either of us may enforce this agreement in this or any other court of competent jurisdiction.

Z. WAIVER OF APPEARANCE

We agree that the court may proceed with the final hearing without further notice, and consent to judgment being entered on the petition, pursuant to the terms of this **Marital Settlement Agreement** even if the respondent or one of the joint petitioners does not appear.

Petitioner/Joint Petitioner A must sign and print their name. Enter the date on which it was signed.
Note: This signature does not need to be notarized.

▶ _____
Petitioner/Joint Petitioner A

Print or Type Name

Date

Respondent/Joint Petitioner B must sign and print their name. Enter the date on which it was signed.

Note: This signature does not need to be notarized.

If either party is receiving public assistance or there is a case worker from the Child Support Agency assigned to your case, you must take this agreement to the Child Support Agency in your county for their approval.

If not, mark not required.

If a Guardian ad Litem has been appointed to your case, you must take this agreement to the GAL for their approval.

If not, mark not required.

State of Wisconsin, Child Support Agency

- Approved
- Not Approved
- Not Required

Guardian ad Litem

- Approved
- Not Approved
- Not Required (no GAL has been appointed)

Respondent/Joint Petitioner B

Print or Type Name

Date

Authorized Signature

Print or Type Name

Title

Date

Authorized Signature

Print or Type Name

Title

Date

SCHEDULE A – DIVISION OF OTHER REAL ESTATE

A. Parcel 2: The parties own other real estate located at:

Address _____
City _____ State _____ Zip _____
Parcel Identification Number (Tax Key Number) _____

Attached is a legal description of this property.

1. This property shall be awarded to the

- A. Petitioner/Joint Petitioner A
- B. Respondent/Joint Petitioner B

and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: _____

See attached

2. This property shall be placed on the market for sale.

A. Pending sale, the property shall be occupied, used, or managed by

- 1. Petitioner/Joint Petitioner A.
- 2. Respondent/Joint Petitioner B.
- 3. shared equally.
- 4. Other: _____

B. Pending sale, the mortgage, taxes, and insurance shall be paid by

- 1. Petitioner/Joint Petitioner A.
- 2. Respondent/Joint Petitioner B.
- 3. shared equally.
- 4. Other: _____

C. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by

- 1. Petitioner/Joint Petitioner A.
- 2. Respondent/Joint Petitioner B.
- 3. shared equally.
- 4. Other: _____

The money from the sale of this real estate shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follow:

- a. Petitioner/Joint Petitioner A to receive _____%.
- b. Respondent/Joint Petitioner B to receive _____%.

B. Parcel 3: The parties own other real estate located at:

Address _____
City _____ State _____ Zip _____
Parcel Identification Number (Tax Key Number) _____

Attached is a legal description of this property.

1. This property shall be awarded to the

- A. Petitioner/Joint Petitioner A
- B. Respondent/Joint Petitioner B

and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: _____

See attached

2. This property shall be placed on the market for sale.

A. Pending sale, the property shall be occupied, used, or managed by

- 1. Petitioner/Joint Petitioner A.
- 2. Respondent/Joint Petitioner B.
- 3. shared equally.
- 4. Other: _____

B. Pending sale, the mortgage, taxes, and insurance shall be paid by

- 1. Petitioner/Joint Petitioner A.
- 2. Respondent/Joint Petitioner B.
- 3. shared equally.
- 4. Other: _____

C. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by

- 1. Petitioner/Joint Petitioner A.
- 2. Respondent/Joint Petitioner B.
- 3. shared equally.
- 4. Other: _____

Petitioner/Joint Petitioner A: _____
 Respondent/Joint Petitioner B: _____

Enter the name of the county in which this case is filed.	STATE OF WISCONSIN, CIRCUIT COURT, _____ COUNTY
Check marriage or paternity. If paternity, enter the initials of the child.	IN RE: THE <input type="checkbox"/> MARRIAGE <input type="checkbox"/> PATERNITY OF _____ Petitioner/Joint Petitioner A
Enter the name of the Petitioner/Joint Petitioner A.	Name (First, Middle and Last) _____
Enter the name of the Respondent/Joint Petitioner B.	and Respondent/Joint Petitioner B
Enter the case number.	Name (First, Middle and Last) _____

Proposed Parenting Plan

Case No. _____

I understand that Wisconsin law states that in an action in which legal custody or physical placement is contested:

Check Petitioner/Joint Petitioner A or Respondent/Joint Petitioner B.

- I am required to file a proposed parenting plan within 60 days after the court waives mediation or within 60 days after the mediator notifies the court that no agreement has been reached.
- If I fail to file such a plan, I may lose my right to contest the plan submitted by the other parent unless I can show good cause for my delay.

I am Petitioner/Joint Petitioner A Respondent/Joint Petitioner B of the minor children of this case.

I AM PROPOSING THE FOLLOWING PARENTING PLAN:

Note: Legal custody is the right and responsibility to make major decisions about a child, except for those specific decisions described in 2, if any.

Enter the name of each child and check who you believe should have legal custody.

A. Legal Custody

1. **Legal custody** of the minor children shall be as follows:

Name of Child	Date of Birth	Joint Legal Custody	Sole Legal Custody Petitioner/Joint Petitioner A	Sole Legal Custody to Respondent/Joint Petitioner B
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. **Specific Decision Making Authority**

Decisions in the following listed areas will be made as follows:

Check who will be making the specific decisions for each subject area in a-d. If other, please specify.

	Decision	Jointly	Petitioner/Joint Petitioner A	Respondent/Joint Petitioner B
a.	Non-Emergency Health Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	Education/School Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c.	Child Care Providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	Non-School Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e.	Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. Physical Placement

In allocating the time the minor children spend between the parents, the court should award the placement on a day-to-day basis as follows:

Note: Physical Placement is the right to have a child physically placed with a party.

Enter the name of each child and check which parent you believe should have physical placement of that child.

Name of Child	Equal Shared Placement	Primary Physical Placement to Petitioner/ Joint Petitioner A	Primary Physical Placement to Respondent/ Joint Petitioner B
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Check 1 or 2. If a, attach a schedule. If b, describe how placement will be shared in the chart provided.

AND the physical placement schedule shall be:

- 1. as listed in the attached document.
- 2. as proposed below (on a biweekly basis):

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Week 1							
Week 2							

C. Summer and Holiday Placement Schedule

The summer and holiday placement schedule should be as follows:

- 1. as proposed here:

Check 1, 2 or 3.

If 1, enter the year [every/odd/even] in which the schedule will begin. Check which parent you believe should have the children for each holiday break.

HOLIDAYS	With Petitioner/ Joint Petitioner A the following years			With Respondent/ Joint Petitioner B the following years		
	Every year	Even years	Odd years	Every year	Even years	Odd years
a. Mother's Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Memorial Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Father's Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. July 4th	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Labor Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Halloween	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Thanksgiving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Christmas Eve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Christmas Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. New Year's Eve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. New Year's Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Religious Holiday _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Religious Holiday _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. Petitioner/Joint Petitioner A's Birthday	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. Respondent/Joint Petitioner B's Birthday	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
p. Children's Birthday(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
q. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
r. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
s. School Spring Break	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
t. School Teacher Conventions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
u. Summer Break to be shared as follows: _____						

- 2. According to the attached _____ County standard placement schedule.
- 3. Other: _____

If 2, write the name of the county whose schedule you are using.
 If 3, enter the other schedule.

See attached

Check 1 or 2.
If 2, enter the name of the childcare provider and indicate in a and b the percent you propose each parent should pay toward the cost. The total amount must equal 100%.

Check a, b, c, or d.

If c, check 1 or 2.

If d, enter the other proposal.

For 2, check a, b, or c.

If b or c, enter the location for the drop-off.

If d, check 1,2,3 or 4. For each enter the requested information.

For 3, check a or b.
If b, enter how you propose the transportation costs should be paid.

Check 1, or 2.

Enter the name of each child and indicate which school you propose he/she attend.

Enter the percentage each parent should pay. The total amount must equal 100%.

Check a or b.
If a, enter the address.

If b, enter your general location.

Check a or b. If a, enter the address at which you

D. Child Care

- 1. The children do not require child care.
- 2. The child care will be provided by _____
And the cost of child care will be paid as follows:
 - a. Petitioner/Joint Petitioner A to pay _____%.
 - b. Respondent/Joint Petitioner B to pay _____%.

E. Transportation Issues

1. The physical transfer of the children for placement should be as follows:
 - a. All transportation to and from placements will be provided by Petitioner/ Joint Petitioner A.
 - b. All transportation to and from placements will be provided by Respondent/ Joint Petitioner B.
 - c. Transportation will be shared with:
 - 1) parent with children shall deliver.
 - 2) parent without children shall pick up.
 - d. Other: _____
2. Transfers of children shall take place at:
 - a. parent's home.
 - b. halfway point: _____
 - c. other location: _____
 - d. Inter-spousal battery/domestic violence is an issue in this relationship and in order to ensure the safety of the children and/or parent, transfers of the children between the parents shall be:
 - 1) supervised by _____
 - 2) at a neutral public site _____
 - 3) at a home of the following person _____
 - 4) Other: _____
3. Transportation Costs shall be:
 - a. paid by party who incurs the costs.
 - b. paid as follows: _____

F. Child Support

The noncustodial parent shall be responsible for child support as follows:

- 1. as required by the state support guidelines (see divorce/paternity summons).
- 2. according to the *attached* proposal.
(Note: If the proposal is different from the state guidelines, the reason why it is different must be given.)

G. School

1. The children will attend school at:

Name of Child	School/ School District

2. Education costs will be paid as follows:

- a. Petitioner/Joint Petitioner A to pay _____%.
- b. Respondent/Joint Petitioner B to pay _____%.

H. Residence

1. **Current**

- a. I currently reside at:

intend to live for the next two years.
If b, enter the general location of where you intend to live for the next two years.

Address _____
City _____ State _____ Zip _____

b. This is a domestic violence case; I decline to give a specific address, but my general location is currently _____.

c. The other party resides at:

Address _____
City _____ State _____ Zip _____

2. Future

a. For the next two years it is my intention to reside at:

Address _____
City _____ State _____ Zip _____

b. This is a domestic violence case; I decline to give a specific future address, but it is my intention to generally reside for the next two years at: _____.

I. Current Employer

1. I am currently employed at:

Employer _____
City _____ State _____ Days/Hrs. _____

2. This is a domestic violence case; I decline to give my specific employment, but where I generally work is _____.

3. The other party is currently employed at:

Employer Name _____
Address _____
City _____ State _____ Zip _____

J. Health Care

1. **Providers:** Healthcare services will be provided to the children by the following:

Doctors/Pediatrician/Clinic _____
Eye/Optomertist _____
Dentist/Orthodontist _____
Insurance/Health Plan (if any) _____
Other: _____

2. **Expenses**

a. Healthcare Insurance for the minor children will be:

- 1) paid by me.
- 2) paid by the other parent.
- 3) shared equally by both of us.
- 4) paid as follows: _____
- 5) **See attached plan.**

b. Uninsured healthcare expenses shall be:

- 1) paid by me.
- 2) paid by the other parent.
- 3) shared equally by both of us.
- 4) paid as follows: _____
- 5) **See attached plan.**

K. Religious Upbringing

- 1. The minor children will be raised in the following religion: _____
- 2. No religious affiliation is planned.

L. Maintaining Contact with Other Parent

I shall assist the children in maintaining contact with the other parent by:

- 1. direct contact through periods of placement.
- 2. telephone contact.

Check 1 or 2.
If 1, enter your current employer and your general work schedule.
If 2, enter your general employment.

Enter the name of each provider. If other, enter the description along with the provider name.

Check 1, 2, 3, 4 or 5.

If 4, describe your payment suggestion.
If 5, attach the plan.
Check 1, 2, 3, 4 or 5.

If 4, describe your payment suggestion.
If 5, attach the plan.

Check 1 or 2.
If 1, enter the name of the religion.

Check all that apply in 1-10. If other, enter a

description.

- 3. cards/letters.
- 4. e-mail.
- 5. providing copies of children's school projects.
- 6. providing photographs of children participating in activities.
- 7. assisting children with gift purchasing for other parent for birthdays and holidays.
- 8. assisting children with letter writing to other parent.
- 9. creating personal web-site for posting pictures, letters, information, comments.
- 10. Other: _____

(Note: Each parent is expected to take personal responsibility for contacting the schools to obtain school calendars and report cards and attending parent-teacher meetings.)

Check all that apply.

M. Resolving Disagreements

If there are disagreements between myself and the other parent on issues that are to be joint decisions, the way to resolve the disagreements will be

- 1. the parent who has primary physical placement will decide.
- 2. the parent who has physical placement at the time of the disagreement will decide.
- 3. to allow the parent who generally made this type of decision before these court proceedings were started to make the same type of decision in the future.
- 4. to review the issues from the other parent's or children's standpoint and reconsider my position.
- 5. to determine whether my opposition is in good faith and in the best interests of the children or whether it is an attempt to spite the other parent.
- 6. to determine whether this is a situation in which the children is/are attempting to manipulate one parent against the other and, if so, consult with the other parent.
- 7. to ask for assistance from friends, relatives, clergy, or others who can be neutral and fair.
- 8. I would suggest the following person(s) to serve as a third-party neutral(s):

- 9. to contact the family court mediation program.
- 10. Other: _____

If 8, enter the name(s) of the individuals.

If 10, enter your suggested method.

Enter the date on which you signed your name.

Note: This signature does not need to be notarized.

 Petitioner/Joint Petitioner A OR Respondent/Joint Petitioner B

Print or Type Name

Date

DIVORCE / ANNULMENT WORKSHEET

CANNOT BE USED AS PROOF OF DIVORCE

The maximum penalty for providing false information used to create a vital record is one thousand dollars (\$1,000) or ninety (90) days in jail or both, per Wis. Stats. § 69.24.

The Clerk of Court is responsible for filing an accurate and complete Divorce / Annulment Worksheet with the State Vital Records Office for every divorce or annulment finalized in that court per Wis. Stats. §§ 69.08 and 69.17.

PARTY A			
1. CURRENT NAME: First	Middle	Last	Suffix
2. BIRTH NAME: First	Middle	Last	Suffix
3. DATE OF BIRTH (MM/DD/YYYY)	4. RESIDENCE – COUNTRY/STATE	5. RESIDENCE – COUNTY	6. SOCIAL SECURITY NUMBER
PARTY B			
7. CURRENT NAME: First	Middle	Last	Suffix
8. BIRTH NAME: First	Middle	Last	Suffix
9. DATE OF BIRTH (MM/DD/YYYY)	10. RESIDENCE – COUNTRY/STATE	11. RESIDENCE – COUNTY	12. SOCIAL SECURITY NUMBER
MARRIAGE INFORMATION			
13. MARRIAGE – DATE (MM/DD/YYYY)		14. MARRIAGE – COUNTRY/STATE	
DECREE INFORMATION			
15. DATE OF DECREE (MM/DD/YYYY)	16. TYPE OF DECREE <input type="checkbox"/> Divorce <input type="checkbox"/> Annulment	17. COURT CASE NUMBER	18. COUNTY OF DECREE
I certify that this document reflects the facts concerning the dissolution of the marriage of the above named parties.			
19. CLERK OF COURT/DEPUTY SIGNATURE		20. DATE SIGNED (MM/DD/YYYY)	

DIVORCE / ANNULMENT WORKSHEET

INSTRUCTIONS FOR COMPLETING THE DIVORCE / ANNULMENT WORKSHEET

Sections for Party A, Party B, and Marriage Information must be completed by either the parties themselves or their attorney. Section for Decree Information must be completed and signed by the Clerk of Court or Deputy. The Clerk of Court must file the worksheet with the State Vital Records Office.

PARTY A

1. **CURRENT NAME – FIRST, MIDDLE, LAST, SUFFIX** - Enter the current first name, middle name, and last name of Party A. Enter a suffix (Jr, Sr, etc.), if applicable.
2. **BIRTH NAME – FIRST, MIDDLE, LAST, SUFFIX** - Enter the birth first name, middle name, and last name of Party A. Enter a suffix (Jr, Sr, etc.), if applicable.
3. **DATE OF BIRTH (MM/DD/YYYY)** - Enter the exact month, day, and year Party A was born.
4. **RESIDENCE – COUNTRY/STATE** - Enter the name of the state of residence of Party A, if residing in the United States. If residing outside of the United States, enter the geographic location of the country of residence.
5. **RESIDENCE – COUNTY** - Enter the name of the county of residence of Party A, if residing in the United States. If residing outside of the United States, leave this field blank.
6. **SOCIAL SECURITY NUMBER** - Enter Party A's social security number. This number is kept confidential and will not appear on the divorce certificate. Enter all 9s if Party A does not have a social security number.

PARTY B

7. **CURRENT NAME – FIRST, MIDDLE, LAST, SUFFIX** - Enter the current first name, middle name, and last name of Party B. Enter a suffix (Jr, Sr, etc.), if applicable.
8. **BIRTH NAME – FIRST, MIDDLE, LAST, SUFFIX** - Enter the birth first name, middle name, and last name of Party B. Enter a suffix (Jr, Sr, etc.), if applicable.
9. **DATE OF BIRTH (MM/DD/YYYY)** - Enter the exact month, day, and year Party B was born.
10. **RESIDENCE – COUNTRY/STATE** - Enter the name of the state of residence of Party B, if residing in the United States. If residing outside of the United States, enter the geographic location of the country of residence.
11. **RESIDENCE – COUNTY** - Enter the name of the county of residence of Party B, if residing in the United States. If residing outside of the United States, leave this field blank.
12. **SOCIAL SECURITY NUMBER** - Enter Party B's social security number. This number is kept confidential and will not appear on the divorce certificate. Enter all 9s if Party B does not have a social security number.

MARRIAGE INFORMATION

13. **DATE OF MARRIAGE (MM/DD/YYYY)** - Enter the exact month, day, and year the marriage occurred.
14. **MARRIAGE – COUNTRY/STATE** - Enter the name of the state where the marriage occurred, if the marriage occurred in the United States. If the marriage occurred outside of the United States, enter the country where the marriage occurred.

DECREE INFORMATION (This section to be completed by the Clerk of Court.)

15. **DATE OF DECREE (MM/DD/YYYY)** - Enter the exact month, day, and year the divorce/annulment was granted.
16. **TYPE OF DECREE** - Check the appropriate box for the type of decree issued.
17. **COURT CASE NUMBER** - Enter the court case number assigned to the decree.
18. **COUNTY OF DECREE** - Enter the name of the county in which the decree was granted.
19. **CLERK OF COURT/DEPUTY SIGNATURE** - The Clerk of Court or Deputy must sign.
20. **DATE SIGNED (MM/DD/YYYY)** - Enter the exact month, day, and year the Clerk of Court signs the certificate.

Petitioner/Joint Petitioner A: _____
Respondent/Joint Petitioner B: _____

Enter the name of the county in which this case is filed.

STATE OF WISCONSIN, CIRCUIT COURT,
_____ **COUNTY**

Enter the name of the petitioner/joint petitioner A.

IN RE: THE MARRIAGE OF
Petitioner/Joint Petitioner A

Name (First, Middle and Last)

and

Enter the name of the respondent/ joint petitioner B.

Respondent/Joint Petitioner B

Name (First, Middle and Last)

Check divorce or legal separation.

Enter the case number.

**Findings of Fact,
Conclusions of Law, and
Judgment**

With Minor Children

Divorce-40101

Legal Separation-40201

Case No. _____

FINAL HEARING

In 1, enter the name of the court official who granted the judgment and the address and date [Month, Day, Year] on which it was granted.

A final hearing was conducted in this matter as follows:

1. Before _____
Circuit Court Judge/Circuit Court Commissioner

2. Location _____

3. Date _____ Time _____ a.m. p.m.

APPEARANCES

In 1, check how the party appeared.

If b, enter the name of the attorney.

1. **Petitioner/Joint Petitioner A**

appeared in person appeared by phone did not appear **AND**

a. was self-represented.

b. was represented by Attorney _____.

In 2, check how the party appeared.

If b, enter the name of the attorney.

2. **Respondent/Joint Petitioner B**

appeared in person appeared by phone did not appear **AND**

a. was self-represented.

b. was represented by Attorney _____.

In 3, check a, b, c, or d.

If b, c, or d, enter the name of the individual who appeared.

3. **Others appearing at the hearing:**

a. None.

b. Child Support Agency by _____.

c. Guardian ad Litem (GAL) _____.

d. Other: _____.

FINDINGS OF FACT

A. Jurisdiction

1. All necessary parties were properly served and 120 days have lapsed since filing the joint petition or the date of service of the summons and petition, whichever applies.
2. At the time of the final hearing, the parties requested a
 - a. **Divorce.** The court finds the marriage is irretrievably broken.
 - b. **Legal Separation.** The court finds the marital relationship is broken and acceptable reasons have been given to the court for the request.
3. All jurisdictional requirements for a judgment have been met.

In 2, check a or b.

In B.1, enter the requested information about Petitioner/Joint Petitioner A.

If you do not know an answer, enter "unknown" in the blank.

B. Parties (As of the date of the final hearing)

1. The Petitioner/Joint Petitioner A in this action is:

Name _____
 Address _____
 Address _____
 City _____ State _____ Zip _____
 Date of birth _____
 Gross monthly income \$ _____

2. The Respondent/Joint Petitioner B in this action is:

Name _____
 Address _____
 Address _____
 City _____ State _____ Zip _____
 Date of birth _____
 Gross monthly income \$ _____

In 2, enter the requested information about Respondent/Joint Petitioner B.

If you do not know an answer, enter "unknown" in the blank.

C. Children

1. The minor children (age 17 or younger) born to or adopted by the parties before or during the marriage are as follows:

None

Name of Minor Child	Date of Birth

In C, enter the name and date of birth [month, day, year] for each **minor** child.

If there are no minor children, check None.

2. The adult children (age 18 or older) born to or adopted by the parties before or during the marriage are as follows:

None

Name of Adult Child	Date of Birth

In 2, enter the name and date of birth for each **adult** child.

If you and the other party have no adult children, check None.

In 3, enter the name and date of birth for any child born to a female party during the marriage that is not the other party's. Enter the county, state and case number in which paternity has been addressed.

3. Other children born to a female party during the marriage are as follows:
 None

The Court makes a finding that this child:

Name of Child	Date of Birth	IS NOT	Basis for Finding (State, County, Case Number for Paternity Case, if any)
		<input type="checkbox"/> Petitioner/Joint Petitioner A's <input type="checkbox"/> Respondent/Joint Petitioner B's	
		<input type="checkbox"/> Petitioner/Joint Petitioner A's <input type="checkbox"/> Respondent/Joint Petitioner B's	
		<input type="checkbox"/> Petitioner/Joint Petitioner A's <input type="checkbox"/> Respondent/Joint Petitioner B's	

In 4, check a or b and check which party is the father.

4. a. Neither party is currently pregnant.
 b. [Name of Party] _____ is currently pregnant and
 Petitioner/Joint Petitioner A
 Respondent/Joint Petitioner B
 is found to be the father.

5. The present best interests of the minor children are best served by awarding legal custody and physical placement as set forth in the attached Marital Settlement Agreement or Proposed Marital Settlement.

D. The parties' assets, their interests, values and their encumbrances and debts are found to be as stated in the Financial Disclosure Statements, which were updated as required by statute on the record at the time of trial and are on file.

E. A Marital Settlement Agreement or Proposed Marital Settlement has been submitted, the party(s) have asked that it be approved by the Court. All parties present have been informed of the legal consequences if the court approves the document in whole or in part.

In F1, check a, b or c. If c, enter the amount and interest rate and check 1 or 2. If 1, enter the date. If 2, enter payment amount, the frequency of the payment, and the date payments begin.

F. Arrearages

1. Past Due Maintenance.

The amount of the past due arrearages for maintenance at the time of the final hearing is
 a. none (zero).
 b. as agreed in the Marital Settlement Agreement or Proposed Marital Settlement.
 c. \$ _____ which shall earn interest at the rate of _____% per year and shall be paid as
 1) a one-time payment to the WI SCTF made by [Date] _____, 20_____.
 2) through monthly income withholding by the WI SCTF in the amount of \$ _____ beginning _____, 20 ____ until the arrearages are paid in full.

Pursuant to §767.58(1)(c), Wis. Stats., a party receiving maintenance must notify the court and the payer within ten (10) days of remarriage.

2. Past Due Child Support.

The amount of the past due arrearages for child support at the time of the final hearing is
 a. none (zero).
 b. as agreed in the Marital Settlement Agreement or Proposed Marital Settlement.
 c. \$ _____ which shall earn interest at the rate of _____% per year and shall be paid as
 1) a one-time payment to the WI SCTF made by [Date] _____, 20_____.
 2) through monthly income withholding by the WI SCTF in the amount of \$ _____ beginning _____, 20 ____ until the arrearages are paid in full.

In 2, check a, b or c. If c, enter the amount and check 1 or 2. If 1, enter the date. If 2, enter payment amount, the frequency of the payment, and the date the payments shall begin.

In G, enter any other findings.

G. Other Findings: _____

CONCLUSIONS OF LAW AND JUDGMENT

In A, check 1 or 2.

If 1, enter the effective date.

A. The Court grants a judgment of

- 1. **Divorce.** The marriage between the parties is dissolved and the parties are divorced effective on date of hearing. other date: _____

The parties are informed by the court that under §765.03(2), Wis. Stats.:
 It is unlawful for any person who is or has been a party to an action of divorce in any court in this state, or elsewhere, to marry again until six months after judgment of divorce is granted, and the marriage of any such person solemnized before the expiration of six months from the date of the granting of judgment of divorce shall be void.

If 2, enter the effective date.

- 2. **Legal Separation.** The marital relationship is broken and the parties are granted a judgment of legal separation effective on date of hearing. other date: _____.

The parties are informed by the court that under §767.35, Wis. Stats.:

- In case of reconciliation, at any time, the parties may apply for a revocation of the judgment of legal separation.
- The court shall convert the decree to a decree of divorce:
 - by stipulation of both parties at any time, OR
 - upon motion of either party not earlier than one year after entry of a decree of legal separation.

In B.1, check the appropriate boxes and enter the date [month, day, year] that the party(s) signed the checked document and attach the document.

If the court made changes, write them in the space provided.

If 1 does not apply, check 2.

B. Final Orders

- 1. **Marital Settlement Agreement** dated _____ or **Proposed Marital Settlement** dated _____ of the Petitioner/Joint Petitioner A Respondent/Joint Petitioner B

is approved and made the judgment of the court except as changed below:

- 2. No **Marital Settlement Agreement** or **Proposed Marital Settlement** was approved by the court. A **Divorce Judgment Addendum** has been prepared to reflect the Judges' order and is made the judgment of the court.

C. Lis Pendens

Any Lis Pendens filed in this action is released.

In D, check 1, 2, or 3.

If 2 or 3, enter the former legal surname.

D. Legal Name Restoration

- 1. Neither party is awarded the right to use a former legal surname.
- 2. Petitioner/Joint Petitioner A is awarded the right to use a former legal surname of _____.
- 3. Respondent/Joint Petitioner B is awarded the right to use a former legal surname of _____.

Note: If this is an action for legal separation, the court cannot allow either party to resume a former legal surname unless and until the judgment is converted to a divorce.

E. Child Legal Custody and Physical Placement

- 1. A person who is awarded periods of physical placement, a child of such a person, a person with visitation rights, or a person with physical custody of a child may notify the

Circuit Court Commissioner of any problem he or she has relating to any of these matters. Upon notification, the Circuit Court Commissioner may refer any person involved in the matter to the Director of Circuit Court Counseling Services for mediation to assist in resolving the problem.

2. In a sole legal custody arrangement, the parent not granted sole legal custody shall file a medical history form with the court in compliance with §767.41(7m), Wis. Stats.
3. Both parties shall have access to the minor child(ren's) educational records pursuant to §118.125, Wis. Stats.
4. Change of Residence of Children. Notice is given of the provisions of §767.481, Wis. Stats.:

§767.481 Moving the child's residence within or outside the state.

(1) NOTICE TO OTHER PARENT. (a) If the court grants periods of physical placement to more than one parent, it shall order a parent with legal custody of and physical placement rights to a child to provide not less than 60 days written notice to the other parent, with a copy to the court, of his or her intent to:

1. Establish his or her legal residence with the child at any location outside the state.
2. Establish his or her legal residence with the child at any location within this state that is at a distance of 150 miles or more from the other parent.
3. Remove the child from this state for more than 90 consecutive days.

(b) The parent shall send the notice under par. (a) by certified mail. The notice shall state the parent's proposed action, including the specific date and location of the move or specific beginning and ending dates and location of the removal, and that the other parent may object within the time specified in sub. (2) (a).

(2) OBJECTION: PROHIBITION; MEDIATION. (a) Within 15 days after receiving the notice under sub. (1), the other parent may send to the parent proposing the move or removal, with a copy to the court, a written notice of objection to the proposed action.

(b) If the parent who is proposing the move or removal receives a notice of objection under par. (a) within 20 days after sending a notice under sub. (1)(a), the parent may not move with or remove the child pending resolution of the dispute, or final order of the court under sub. (3), unless the parent obtains a temporary order to do so under s. 767.225.

(c) Upon receipt of a copy of a notice of objection under par. (a), the circuit court commissioner shall promptly refer the parents for mediation or other family court counseling services under s. 767.405 and may appoint a guardian ad litem. Unless the parents agree to extend the time period, if mediation or counseling services do not resolve the dispute within 30 days after referral, the matter shall proceed under subs. (3) to (5).

(3) STANDARDS FOR MODIFICATION OR PROHIBITION IF MOVE OR REMOVAL

CONTESTED. (a) 1. Except as provided under par. (b), if the parent proposing the move or removal has sole legal or joint legal custody, of the child and the child resides with that parent for the greater period of time, the parent objecting to the move or removal may file a petition, motion, or order to show cause for modification of the legal custody or physical placement order affecting the child. The court may modify the legal custody or physical placement order if, after considering the factor under sub. (5), the court finds all of the following:

- a. The modification is in the best interest of the child.
 - b. The move or removal will result in a substantial change of circumstances since the entry of last order affecting legal custody or the last order substantially affecting physical placement.
2. With respect to subd. 1:
- a. There is rebuttable presumption that continuing the current allocation of decision making under a legal custody order or continuing the child's physical placement with the parent with whom the child resides for the greater period of time is in the best interest of the child. This presumption may be overcome by a showing that the move or removal is unreasonable and not in the best interest of the child.
 - b. A change in the economic circumstances or marital status of either party is not sufficient to meet the standards for modification under that subdivision.

3. Under this paragraph, the burden of proof is on the parent objecting to the move or removal.

- (b) 1. If the parents have joint legal custody and substantially equal periods of physical placement with the child, either parent may file a petition, motion or order to show cause for modification of the legal custody or physical placement order. The court may modify an order of legal custody or physical placement if, after considering the factors under sub. (5), the court finds all of the following:
- a. Circumstances make it impractical for the parties to continue to have substantially equal periods of physical placement.
 - b. The modification is in the best interest of the child.
2. Under this paragraph, the burden of proof is on the parent filing the petition, motion or order to show cause.
- (c) 1. If that parent proposing the move or removal has sole legal or joint legal custody of the child and the child resides with that parent for the greater period of time or the parents have substantially equal periods of physical placement with the child, as an alternative to the petition, motion or order to show cause under par. (a) or (b), the parent objecting to the move or removal may file a petition, motion or order to show cause for an order prohibiting the move or removal. The court may prohibit the move or removal if, after considering the factors under sub. (5), the court finds that the prohibition is in the best interest of the child.
2. Under this paragraph, the burden of proof is on the parent objecting to the move or removal.
- (4) **GUARDIAN AD LITEM; PROMPT HEARING.** After a petition, motion or order to show cause is filed under sub. (3), the court shall appoint a guardian ad litem, unless s. 767.407(1)(am) applies, and shall hold a hearing as soon as possible.
- (5) **FACTORS IN COURT'S DETERMINATION.** In making its determination under sub. (3), the court shall consider all of the following factors:
- (a) Whether the purpose of the proposed action is reasonable.
 - (b) The nature and extent of the child's relationship with the other parent and the disruption to that relationship which the proposed action may cause.
 - (c) The availability of alternative arrangements to foster and continue the child's relationship with and access to the other parent.
- (5m) **DISCRETIONARY FACTORS TO CONSIDER.** In making a determination under sub. (3), the court may consider the child's adjustment to the home, school, religion and community.
- (6) **NOTICE REQUIRED FOR OTHER REMOVALS.** (a) Unless the parents agree otherwise, a parent with legal custody and physical placement rights shall notify the other parent before removing the child from his or her primary residence for a period of not less than 14 days.
- (b) Notwithstanding par. (a), if notice is required under sub. (1), a parent shall comply with sub. (1).
 - (c) Except as provided in par. (b), subs. (1) to (5) do not apply to a notice provided under par. (a).
- (7) **APPLICABILITY.** Notwithstanding 1987 Wisconsin Act 355, section 73, as affected by 1987 Wisconsin Act 364, the parties may agree to the adjudication of a modification of legal custody or physical placement order under this section in an action affecting the family that is pending on May 3, 1988.

5. Parties are notified of the provisions of §948.31, Wis. Stats., as follows:

948.31 Interference with custody by parent or others.

- (1) (a) In this subsection, "legal custodian of a child" means:
1. A parent or other person having legal custody of the child under an order or judgment in an action for divorce, legal separation, annulment, child custody, paternity, guardianship or habeas corpus.
 2. The department of children and families or the department of corrections or any person, county department under s. 46.215, 46.22 or 46.23 or licensed child welfare agency, if custody or supervision of the child has been transferred under ch. 48 or 938 to that department, person or agency.
- (b) Except as provided under chs. 48 and 938, whoever intentionally causes a child to leave, takes a child away or withholds a child for more than 12 hours beyond the court-approved period of physical placement or visitation period from a legal custodian with intent to deprive the custodian of his or her custody rights without the consent of the custodian is guilty of a Class F felony. This paragraph is not applicable if the Court has entered an order authorizing the person to so take or withhold the child. The fact that joint legal custody has been awarded to both parents by a court does not preclude a court from finding that one parent has committed a violation of this paragraph.

(2) Whoever causes a child to leave, takes a child away or withholds a child for more than 12 hours from the child's parents or, in the case of a nonmarital child whose parents do not subsequently intermarry under s. 767.803, from the child's mother or, if he has been granted legal custody, the child's father, without the consent of the parents, the mother or the father with legal custody, is guilty of a Class I felony. This subsection is not applicable if the legal custody has been granted by court order to the person taking or withholding the child.

(3) Any parent, or any person acting pursuant to directions from the parent, who does any of the following is guilty of a Class F felony:

(a) Intentionally conceals a child from the child's other parent.

(b) After being served with process in an action affecting the family but prior to the issuance of a temporary or final order determining child custody rights, takes the child or causes the child to leave with intent to deprive the other parent of physical custody as defined in s. 822.02(9).

(c) After issuance of a temporary or final order specifying joint legal custody rights and periods of physical placement, takes a child from or causes a child to leave the other parent in violation of the order or withholds a child for more than 12 hours beyond the court-approved period of physical placement or visitation period.

(4) (a) It is an affirmative defense to prosecution for violation of this section if the action:

1. Is taken by a parent or by a person authorized by a parent to protect his or her child in a situation in which the parent or authorized person reasonably believes that there is a threat of physical harm or sexual assault to the child;

2. Is taken by a parent fleeing in a situation in which the parent reasonably believes that there is a threat of physical harm or sexual assault to himself or herself;

3. Is consented to by the other parent or any other person or agency having legal custody of the child;
or

4. Is otherwise authorized by law.

(b) A defendant who raises an affirmative defense has the burden of proving the defense by a preponderance of the evidence.

(5) The venue of an action under this section is prescribed in s. 971.19(18).

which incurred the expense on a prorated basis. Upon the application of any interested party, the court shall hold an evidentiary hearing to determine the amount of reasonable expenses.

(6) In addition to any other penalties provided for violation of this section, a court may order a violator to pay restitution, regardless of whether the violator is placed on probation under s.973.09, to provide reimbursement for any reasonable expenses incurred by any person or any governmental entity locating and returning the child. Any such amounts paid by the violator shall be paid to the person or governmental entity which incurred the expense on a prorated basis. Upon the application of any interested party, the court shall hold an evidentiary hearing to determine the amount of reasonable expenses.

F. Child Support/Maintenance/Family Support

1. Pursuant to §767.75, Wis. Stats., this judgment constitutes an immediate assignment of all commissions, earnings, salaries, wages, pension benefits, benefits under Chapter 102 or 108, and other money due or to be due in the future, to the WI SCTF. The assignment shall be for an amount sufficient to ensure payment under this judgment, so long as the addition of the amount toward arrears does not leave the party at an income below the poverty line established under 42 USC 9902(2).

2. Pursuant to §767.57(1)(a), Wis. Stats., all payments for child support and/or maintenance ordered shall note the case number and the names of the parties on the face of the check, should be made payable to WI SCTF, and sent to:

Wisconsin Support Collections Trust Fund
Box 74200
Milwaukee, WI 53274-0200.

The WI SCTF will transmit the payments to the proper persons entitled to them.

Failure of an employer to pay the proper amount shall not be a defense for failure to pay the proper amount. If an employer fails to take out the correct amount for child support and/or

maintenance, the party paying is responsible for paying the full and correct amount directly to WI SCTF.

Pursuant to §767.57(1e), Wis. Stats., the party making payment for child support and/or maintenance is responsible for payment of the annual receiving and disbursing fee to WI SCTF.

Pursuant to §767.57(1e)(c), Wis. Stats., an annual fee will be deducted by WI SCTF from payments to recipients of child support or family support.

3. Both parties shall notify, in writing, the other party and the Clerk of Court and the Child Support Agency of the county in which this action is filed, within 10 business days, of any change of employer and employer's address, and of any substantial change in the amount of his/her income, including receipt of bonus compensation, such that his/her ability to pay support is affected. Notification of any substantial change in the amount of the payer's income will not result in a change in the order unless a revision or adjustment of the order is sought.
4. A party ordered to pay child support or family support shall pay simple interest rate according to statutory rate on any amount in arrears that is equal to or greater than the amount of support due in 1 month. If there is no current order, interest shall accrue on the balances due.
5. Pursuant to §767.75, Wis. Stats., a withholding assignment or order under this section has priority over any other assignment, garnishment, or similar legal process under Wisconsin law. The employer shall not withhold more of the employee's disposable income than allowed pursuant to the Federal Consumer Credit Protection Act unless the employee agrees to have the full amount withheld. No employer may use an assignment under this section to deny employment, or to discharge or take disciplinary action against an employee.
6. Pursuant to §767.54, Wis. Stats., if the court orders child support the parties shall annually exchange financial information. A party who fails to furnish the information as required by the court under this subsection may be proceeded against for contempt of court under ch. 785, Wis. Stats. If the court finds that a party has failed to furnish the information required under this subsection, the court may award to the party bringing the action costs and, notwithstanding §814.04(1), Wis. Stats., reasonable attorney fees. Failure by a party to timely file a complete disclosure statement as required hereunder shall authorize the court to accept as accurate any information provided in the statement of the other party or obtained under §49.22(2m), Wis. Stats. by WI SCTF or the county child support agency under §59.53(5), Wis. Stats.

7. **Property Division**

Notice is given of the provisions of §767.61 (5) (a) and (b) and §767.61(6), Wis. Stats.

The parties shall transfer title to property of the parties as necessary, in accordance with the division of property set forth in the judgment.

The parties are notified that

- a. it may be necessary for the parties to take additional actions in order to transfer interests in their property in accordance with the division of property set forth in the judgment, including such interests as interests in real property, interests in retirement benefits, and contractual interests.
- b. the judgment does not necessarily affect the ability of a creditor to proceed against a party or against that party's property even though the party is not responsible for the debt under the terms of the judgment.
- c. an instrument executed by a party before the judgment naming the other party as a beneficiary is not necessarily affected by the judgment and it may be necessary to revise the instrument if a change in beneficiary is desired.
- d. a deed consistent with the judgment or a certified copy of the portion of the judgment affecting title to real property shall be recorded in the office of the register of deeds of the county in which the real property is located.

G. Court Ordered Fees

All payments of attorney fees shall be paid directly to the attorney or to the agency providing services which may enforce the order in its name.

All payment of Guardian ad Litem (GAL) fees or fees for family court services shall be paid directly to the GAL or the agency which may enforce the order.

H. Restraining Order

Both parties are restrained from interfering with the personal liberty of the other.

I. Non-Compliance

Disobedience of the court orders is punishable under ch. 785 Wis. Stats. by commitment to the county jail until the judgment is complied with and the costs and expense of the proceedings are paid or until the party committed is otherwise discharged, according to law.

J. Entry of Judgment

The Clerk of Court's office, per §806.06(1)(2), Wis. Stats., shall enter this judgment by affixing a file stamp that is dated.

THIS IS A FINAL ORDER FOR PURPOSES OF APPEAL IF SIGNED BY A CIRCUIT COURT JUDGE.

BY THE COURT:

Circuit Court Judge/Circuit Court Commissioner

Title (Print or Type Name if not eSigned)

Date

For Court Use Only.

Petitioner/Joint Petitioner A: _____
Respondent/Joint Petitioner B: _____

Enter the name of the county in which this case is filed.

STATE OF WISCONSIN, CIRCUIT COURT,
_____ **COUNTY**

Enter the name of the Petitioner/Joint Petitioner A.

IN RE: THE MARRIAGE OF
Petitioner/Joint Petitioner A

Name (First, Middle and Last)
and

Enter the name of the Respondent/Joint Petitioner B.

Respondent/Joint Petitioner B

Name (First, Middle and Last)

Check divorce or legal separation.

Parties Approval of Findings of Fact, Conclusions of Law, and Judgment

With Minor Children

- Divorce-40101**
 Legal Separation-40201

Enter the case number.

Case No. _____

The parties have each reviewed and approved the Findings of Fact, Conclusions of Law, and Judgment with minor children that was filed with the court on [Date] _____, 20____.

All parties to the action should approve how accurately the form has been completed before the judge signs it. The parties must approve by signing in the space to the right.

▶ _____
Petitioner/Joint Petitioner A

▶ _____
Respondent/Joint Petitioner B

Attorney

Attorney

Child Support Agency Representative

Guardian ad Litem (if necessary)

Petitioner/Joint Petitioner A: _____
Respondent/Joint Petitioner B: _____

STATE OF WISCONSIN, CIRCUIT COURT, _____ COUNTY

IN RE: THE MARRIAGE OF

Petitioner/Joint Petitioner A

and

Respondent/Joint Petitioner B

**Portion of Judgment
Regarding Surname**

Case No. _____

The findings of fact, conclusion of law and judgment of divorce entered in the above-entitled action on _____, 20 _____, awards Petitioner/Joint Petitioner A Respondent/Joint Petitioner B the right to use a former legal surname of _____.

I certify that the foregoing portion of the judgment of divorce in the above-entitled action is true and accurate.

(COURT SEAL)

BY THE COURT:

Clerk of Circuit Court/Deputy Clerk

Title (Print or Type Name if not eSigned)

Date