

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

This form is available in Spanish.
<https://www.wicourts.gov/forms1/circuit/index.htm>
Este formulario está disponible en español.

Enter the name of the county in which this case is filed.	STATE OF WISCONSIN, CIRCUIT COURT, _____ COUNTY
Enter the name of the petitioner. If joint petitioners, enter the name of the Petitioner or Joint Petitioner A.	IN RE: THE MARRIAGE OF Petitioner/Joint Petitioner A _____ Name (First, Middle and Last)
Enter the name of the respondent. If joint petitioners, enter the name of the Respondent/Joint Petitioner B.	and Respondent/Joint Petitioner B _____ Name (First, Middle and Last)
Check if parties are in full agreement or if one party will be completing the form.	
Enter the case number.	

**Marital Settlement
with Minor Children**

- Full Agreement**
 Proposed by One Party

Case No. _____

Warning: Subject to court approval, the terms of this document may be included in your judgment of divorce or legal separation. Be sure you understand it completely. Some portions of this document 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 document to be sure you are fully aware of the laws that may apply to you.

THIS DOCUMENT IS A:

Check if parties are in full agreement.
Check if only one spouse is signing.
In A, check 1 or 2.
If 2, enter why you are asking for a legal separation and not a divorce.
In B.1, check a, b, or c.

- Full Agreement:** Both parties agree to the terms of this document, both have signed this document, and both are requesting the court sign and adopt this document as final orders in this case.
 Proposal by One Party: [Name] _____ is requesting the court adopt this document as final orders in this case.

A. MARITAL RELATIONSHIP

1. **Divorce.** This marriage is irretrievably broken.
 2. **Legal Separation.** The marriage is broken and the reason for a legal separation is _____.

B. MAINTENANCE (Spousal Support)

1. Petitioner/Joint Petitioner

- a. Permanently 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. Permanently gives up 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: _____

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.

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

If c, enter the maintenance amount and date the payments should begin and end.
 In 3, enter a or b.

If b, check 1 or 2.

If 2, enter the employer information.

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, the date payments begin, and the interest rate percentage for arrearages. If e, enter the amount of the arrearage 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, the date payments begin, and the percentage rate for arrearages.

In D, complete this section with as much detail as possible.

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

- 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 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).
 - 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 Previously Ordered Maintenance.

- The maintenance arrearage shall be handled 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 record 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 arrearage balance shall earn interest at the rate of ____% per year until the arrearages are paid in full.
 - e. The arrearage 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 arrearage 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.

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"/>
AUTOMOBILES	A	B
Year, Make, Model		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

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

retirement or investment accounts.

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

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

If the parties have 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"/>
LIFE INSURANCE Name of Company & Policy #	A	B
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
BUSINESS INTERESTS Name of Business & Address	A	B
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
SECURITIES: STOCKS, BONDS, MUTUAL FUNDS, COMMODITY ACCOUNTS Name of Company & # of shares	A	B
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
PENSION, RETIREMENT ACCOUNTS, DEFERRED COMPENSATION, 401K PLANS, IRAS, PROFIT SHARING, ETC. Name of Company & Type of Plan	A	B
	<input type="checkbox"/>	<input type="checkbox"/>
CASH AND DEPOSIT (SAVINGS & CHECKING) ACCOUNTS Name of Bank or Financial Institution	A	B
	<input type="checkbox"/>	<input type="checkbox"/>
OTHER PERSONAL PROPERTY Description of Asset	A	B
	<input type="checkbox"/>	<input type="checkbox"/>

See attached

In 2, check a or b. If b, list the items and indicate when and how any exchange of personal 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 E, 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) _____

If 2, and the parties own a primary residence, check a.

If a, enter the address and Parcel Id. Number, which can be found on

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

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.

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

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.

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

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.
 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 residence 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 follows:
 a. Petitioner/Joint Petitioner A to receive _____%.
 b. Respondent/Joint Petitioner B to receive _____%.

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. This document 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 are presently owed both individually and as a couple. The party responsible for the payment of each debt should be as follows:

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"/>

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

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.

If more space is necessary, attach additional sheets.

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"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

See attached

I 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 document 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.

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.

If 2, enter the amount and 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.

H. TAXES

1. Year of Divorce/Legal Separation.

- The parties shall 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 is responsible for seeking tax advice from a tax professional with regard to issues of this divorce/legal separation.

2. Years Before Divorce/Legal Separation.

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

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

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

If 2, indicate how the parties agree to handle the filing (expense and refund, if any).
 In I, check 1, or 2.
 If 1 or 2, enter the former legal surname.

2) Other: _____

I. LEGAL NAME RESTORATION

1. Petitioner/Joint Petitioner A requests the right to use a former legal surname of _____.
2. 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.

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.

J. LEGAL CUSTODY OF MINOR CHILD(REN) (Major decision-making only)

The minor child(ren) (age 17 or younger) born to or adopted together by the parties, before or during the marriage, are listed below and the following legal custody order is in the best interest of the minor child(ren).

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"/>

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 occurs when a 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. Check 1 or 2. If 1, attach parenting plan and/or a schedule. If 2, describe how placement will be arranged. If box is checked, enter reasons.

K. PHYSICAL PLACEMENT OF MINOR CHILD(REN)

The following physical placement order is in the best interest of the minor child(ren).

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: _____
 if either parent is receiving less than 25% placement with the minor child(ren), the specific reasons more placement with that parent is not in the child(ren)'s best interest is as follows: _____.

See attached

In L.1, check a, b, c, or d.

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 total amount paid for insurance coverage where the cost does not exceed 10% 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 contribution does not exceed 10% of the non-insuring parent's gross monthly income.

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.

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 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 his/her health insurance.

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 or 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.

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

In 3, enter the number of days for the deadline if other than 60 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.

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: _____%
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 60 days after receiving a **written** request. Other: _____ days.

M. CHILD SUPPORT AND FINANCIAL EXPENSES

1. The standard child support calculation, based on gross income, that applies to this case is:

Indicate Number of Children and designated percentage:	Check any that apply:
<input type="checkbox"/> 17% for one child.	<input type="checkbox"/> split-placement formula.
<input type="checkbox"/> 25% for two children.	<input type="checkbox"/> shared-placement formula.
<input type="checkbox"/> 29% for three children.	<input type="checkbox"/> serial-family parent formula.
<input type="checkbox"/> 31% for four children.	<input type="checkbox"/> low-income payer formula.
<input type="checkbox"/> 34% for five or more children.	<input type="checkbox"/> high-income payer formula.

In 2.a, enter payer's and recipient's name, payment frequency (weekly/bi-weekly/monthly/bi-monthly) guideline amount.

In b1, enter the medical deviation from L.1.b or c or "0" if none and check if the amount should increase or decrease the guideline amount.

In b.2, enter the other deviations or 0 if none. In c, enter the date the payment shall begin and determine the net child support amount after adding or subtracting the deviations from the amount in 2.a. In 3, check a or b.

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

2. Child Support Order and Basis for any Deviation.

- a. Based on the above standard calculation, the amount payable by _____ to _____ per _____ in the amount of _____ \$_____
- b. There should be a deviation from that amount of child support.
- 1) A medical cash medical 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 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] _____, 20____ 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:

- 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. In 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] _____, 20____.
- 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. Shall be paid as follows: (Payments must be paid directly to the parent and can't be made through WI SCTF).
- 1) Each parent shall be responsible for the variable costs in proportion to each parent's percentage of physical placement.

OR

- 2) A. Petitioner/Joint Petitioner A to pay _____% of the variable costs.

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.

NOTE: Variable Costs are defined in DCF 150.02 (29). Variable cost orders are mandatory only for shared placement situations. In 5, if applicable, enter the percentage each parent shall pay. The total amount must equal 100 %.

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

Enter the number of days for each deadline if other than 60 days.

B. Respondent/Joint Petitioner B to pay _____% of the variable costs.

- b. 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 60 days from the date of the request.
 Other: _____ days.

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

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"/>
	<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 child(ren) as exemptions for federal and state income tax purposes if they are substantially compliant with payment of current/ongoing child support ordered for the year in which he or she intends to claim the exemption.
 8. Each party shall 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.

 If 2, enter the name of the company who holds the policy, the policy number, and the name of the party who the policy currently insures.

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 shall furnish the other with proof of the named sole primary beneficiary upon request. This provision may be satisfied in a will or trust.

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

NOTE: Oral agreements are not enforceable by the court.

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

P. UNDERSTANDINGS

This form was provided as a convenience and may NOT cover all issues.

Any court order regarding child support, legal custody, or physical placement is not final and may be modified under an appropriate change of circumstances.

In P, enter the date by which you will exchange financial

information each year
if other than May 1.

If any court order references child support or maintenance, the parties shall annually exchange financial information no later than May 1 or Other: [Date] _____ of each year including all of the following:

- A complete copy of the party's federal and state income tax return for the prior calendar year, including all W-2 forms and 1099 forms.
- A year-end paycheck stub from all sources of employment for the prior calendar year.
- The party's most recent paycheck stub from all sources of employment showing year-to-date gross and net income.

Any other documentation of the party's income from all sources for the 12-month period preceding the exchange of information.

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 a child of both parties.

Q. VOLUNTARY EXECUTION / NATURE OF DOCUMENT

I assume responsibility for the entire content of this document. It is entered into freely and voluntarily and not because of any undue influence. I believe the terms to be fair and reasonable under the circumstances.

I acknowledge that there may be substantial legal and tax implications with regard to this document. I understand that lack of knowledge of the law may not be sufficient to convince the court that relief from these provisions is required. I acknowledge that I have the right to seek the advice of my own personal attorney.

R. GENERAL RELEASE

The parties are released from any claim of any nature that may exist. Neither party may, at any time, sue the other, or heirs, personal representatives, and assigns, for the purpose of enforcing any or all of the rights relinquished and/or waived under this document. 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. I understand that this general release shall not become effective until this **Marital Settlement** is approved by the court.

S. FULL DISCLOSURE AND RELIANCE

I warrant that I have provided an accurate, complete, and current disclosure of all income, assets, debts, and liabilities. I have reviewed any financial disclosures made by the other party. I understand 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 document represents all the property in which either party has any interest.

T. RESTRAINING ORDER

Neither party may interfere with the personal liberty of the other, or 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, the parties shall execute and deliver any and all documents that may be necessary to carry out the terms and conditions of this document.

V. DIVESTING OF PROPERTY RIGHTS

The parties give up all rights to the property awarded to the other, except as otherwise provided for in this document.

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

All property awarded to a party shall be the separate property of that party. The parties shall have the right to manage their separate property as if they had never been married.

W. SURVIVAL OF AGREEMENTS AFTER JUDGMENT

If this document is signed by both parties, then it shall survive any subsequent judgment of divorce and shall have independent legal significance. Once adopted by the court, this document is a legally enforceable court order. If this document was entered into as an agreement, then it was entered into for good and valuable consideration.

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

I submit this document to the court for approval and request the court to incorporate its terms in the final judgment. Once approved by the court, I understand that either of us may enforce this document in this or any other court of competent jurisdiction.

Z. WAIVER OF APPEARANCE

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** even if I do not appear.

The party who is proposing the above agreements must sign their name. Enter the date on which it was signed.

Note: This form **does not** need to be notarized.

If the other party does later agree with this document, you may have them sign and print their name. Enter the date on which it was signed.

Note: This form does not need to be notarized.



Petitioner/Joint Petitioner A Respondent/Joint Petitioner B

Print or Type Name

Address

Email Address

Telephone Number

Date

State Bar No. (if any)



Petitioner/Joint Petitioner A Respondent/Joint Petitioner B

Print or Type Name

Address

Email Address

Telephone Number

Date

State Bar No. (if any)

If either party is receiving public assistance or there is a caseworker 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.

State of Wisconsin, Child Support Agency

- Approved
- Not Approved
- Not Required

▶ _____
Authorized Signature

Print or Type Name

Title

Address

Email Address Telephone Number

Date State Bar No. (if any)

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.

Guardian ad Litem

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

▶ _____
Authorized Signature

Print or Type Name

Title

Address

Email Address Telephone Number

Date State Bar No. (if any)

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

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: _____
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 _____%.