



# STERLING LAW OFFICES, S.C.

## Proposed Marital Settlement With Minor Children

Learn more here: [sterlinglawyers.com](http://sterlinglawyers.com)

### Serving the Milwaukee, Madison, and Fox Valley Areas

#### ----- Milwaukee Area Offices -----

##### [Milwaukee Office](#)

Sterling Law Offices, S.C.  
250 E Wisconsin Ave  
#1830  
Milwaukee, WI 53202  
(414) 431-8697

##### [Brookfield Office](#)

Sterling Law Offices, S.C.  
200 S Executive Dr  
#101  
Brookfield, WI 53005  
(262) 221-8355

##### [Kenosha Office](#)

Sterling Law Offices, S.C.  
625 57th St  
#501  
Kenosha, WI 53140  
(262) 383-4640

##### [Mequon Office](#)

Sterling Law Offices, S.C.  
11019 N Towne Square Rd  
#6  
Mequon, WI 53092  
(262) 302-2299

##### [Waukesha Office](#)

Sterling Law Offices, S.C.  
N19 W24400 Riverwood Dr  
#350  
Waukesha, WI 53188  
(262) 221-8435

##### [Racine Office](#)

Sterling Law Offices, S.C.  
731 Main St  
Racine, WI 53403  
(262) 425-5656

##### [Menomonee Falls Office](#)

Sterling Law Offices, S.C.  
N56 W13405 Silver Spring Dr  
Menomonee Falls, WI 53051  
(414) 431-4997

##### [West Bend Office](#)

Sterling Law Offices, S.C.  
139 N Main St  
#107  
West Bend, WI 53095  
(262) 665-5470

#### ----- Madison Area Offices -----

##### [Madison Office](#)

Sterling Law Offices, S.C.  
2810 Crossroads Dr  
#3500  
Madison, WI 53718  
(608) 208-6009

##### [Baraboo Office](#)

Sterling Law Offices, S.C.  
717 South Blvd Suite  
#2  
Baraboo, WI 53913  
(608) 737-3050

##### [Jefferson Office](#)

Sterling Law Offices, S.C.  
222 S Wisconsin Dr  
#6  
Jefferson, WI 53549  
(920) 542-6444

##### [Beloit Office](#)

Sterling Law Offices, S.C.  
136 W Grand Ave  
#225  
Beloit, WI 53511  
(608) 713-8880

##### [Janesville Office](#)

Sterling Law Offices, S.C.  
340 Midland Rd  
Suite 140  
Janesville, WI 53546  
(608) 765-5573

##### [Beaver Dam Office](#)

Sterling Law Offices, S.C.  
122 Monroe St  
Beaver Dam, WI 53916  
(920) 557-3335

##### [Middleton Office](#)

Sterling Law Offices, S.C.  
8383 Greenway Blvd  
#600  
Middleton, WI 53562  
(608) 208-6017

#### ----- Fox Valley Area Offices -----

##### [Appleton Office](#)

Sterling Law Offices, S.C.  
3701 E Evergreen Dr  
Ste 500A  
Appleton, WI 54913  
(920) 843-9098

##### [Sheboygan Office](#)

Sterling Law Offices, S.C.  
1414 N Taylor Dr  
# 215  
Sheboygan, WI 53081  
(920) 287-0400

##### [Green Bay Office](#)

Sterling Law Offices, S.C.  
225 S Monroe Ave  
Suite 102  
Green Bay, WI 54301  
(920) 393-2900

##### [Fond du Lac Office](#)

Sterling Law Offices, S.C.  
17 Forest Ave  
#017  
Fond du Lac, WI 54935  
(920) 944-6665

##### [Oshkosh Office](#)

Sterling Law Offices, S.C.  
111 N Main St  
#400  
Oshkosh, WI 54901  
(920) 479-2058

Petitioner/Joint Petitioner A: \_\_\_\_\_  
Respondent/Joint Petitioner B: \_\_\_\_\_

Enter the name of the county in which this case is filed.	<b>STATE OF WISCONSIN, CIRCUIT COURT,</b> _____ <b>COUNTY</b>
Enter the name of the petitioner. If joint petitioners, enter the name of the Petitioner or Joint Petitioner A.	<b>IN RE: THE MARRIAGE OF</b> <b>Petitioner/Joint Petitioner A</b> _____ Name (First, Middle and Last)
Enter the name of the respondent. If joint petitioners, enter the name of the Respondent/Joint Petitioner B.	<b>and</b> <b>Respondent/Joint Petitioner B</b> _____ Name (First, Middle and Last)
Check divorce or legal separation.	<b>Proposed Marital Settlement With Minor Children</b> <input type="checkbox"/> <b>Divorce - 40101</b> <input type="checkbox"/> <b>Legal Separation - 40201</b>
Enter the case number.	Case No. _____

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

**I REQUEST THAT THE COURT GRANT THE FOLLOWING:**

In A, check 1 or 2.	<b>A. MARITAL RELATIONSHIP</b>
If 2, enter why you are asking for a legal separation and not a divorce.	<input type="checkbox"/> 1. <b>Divorce.</b> This marriage is irretrievably broken. <input type="checkbox"/> 2. <b>Legal Separation.</b> This marriage is broken and the reason I am requesting a legal separation and not a divorce is _____.
In B.1, check a, b, or c.	<b>B. MAINTENANCE (Spousal Support)</b>
	<b>1. Petitioner/Joint Petitioner A</b>
	<input type="checkbox"/> a. gives up right to receive maintenance and understands that by giving up maintenance at this time, may never ask for maintenance. <input type="checkbox"/> 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 <input type="checkbox"/> 1) the following circumstance(s) only: _____ <input type="checkbox"/> 2) any appropriate substantial change in circumstance. <input type="checkbox"/> 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.
If b, enter a date and choose 1 or 2.	<b>2. Respondent/Joint Petitioner B</b>
If 1, enter the reasons.	<input type="checkbox"/> a. gives up right to receive maintenance and understands that by giving up maintenance at this time, may never ask for maintenance. <input type="checkbox"/> 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 <input type="checkbox"/> 1) the following circumstance(s) only: _____ <input type="checkbox"/> 2) any appropriate substantial change in circumstance. <input type="checkbox"/> 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.
If c, enter the maintenance amount and the date the payments should begin and end.	<b>3. Payments shall be made</b>
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 date the payments should begin and end.	
In 3, enter a or b.	

Petitioner/Joint Petitioner A: \_\_\_\_\_  
Respondent/Joint Petitioner 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 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, 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 retirement or investment accounts.

**NOTE:** If you have already divided the property, you must

- ☐ 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 arrearages 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 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.** I propose 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
<b>HOUSEHOLD ITEMS</b>	<b>A</b>	<b>B</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"/>
<b>AUTOMOBILES</b>	<b>A</b>	<b>B</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"/>
<b>LIFE INSURANCE</b>	<b>A</b>	<b>B</b>
Name of Company & Policy #		
	<input type="checkbox"/>	<input type="checkbox"/>

Petitioner/Joint Petitioner A: \_\_\_\_\_  
Respondent/Joint Petitioner B: \_\_\_\_\_

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

☐ 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) \_\_\_\_\_

**Attached is a legal description of this property.**

- ☐ 1) This primary residence shall be awarded to the  
☐ A. Petitioner/Joint Petitioner A

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 your real estate tax bill. **Attach a copy of the legal description.**

Check 1 or 2.

Petitioner/Joint Petitioner A: \_\_\_\_\_  
Respondent/Joint Petitioner B: \_\_\_\_\_

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

☐ 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 proposed marital settlement 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.

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 parties' Financial Disclosure Statements that are still unpaid should be included here and divided between the parties.

#### 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 I propose shall be responsible for the payment of each debt:

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"/>

Petitioner/Joint Petitioner A: \_\_\_\_\_  
Respondent/Joint Petitioner B: \_\_\_\_\_

Any new debts incurred should also be listed and divided.

If more space is necessary, attach additional sheets.

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

**The parties 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 proposal 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 to file returns for the previous tax years as follows:
- ☐ 1) share preparation expenses, tax liability and/or refund equally.
- ☐ 2) Other: \_\_\_\_\_

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).

Petitioner/Joint Petitioner A: \_\_\_\_\_  
Respondent/Joint Petitioner B: \_\_\_\_\_

In I, check 1, 2, or 3.

I. **LEGAL NAME RESTORATION**

I propose that

- ☐ 1. neither party have the right to use a former legal surname.
- ☐ 2. Petitioner/Joint Petitioner A to have the right to use a former legal surname of \_\_\_\_\_.
- ☐ 3. Respondent/Joint Petitioner B to have 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.

If 2 or 3, enter the former legal surname.

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 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"/>

☐ 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.

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

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

L. **MEDICAL AND HEALTH CARE EXPENSES**

1. **Medical Insurance and Payments. 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 parties agree that such medical insurance coverage for the minor child(ren)

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.

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

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.

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.

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 \_\_\_\_\_ days after receiving a **written** request.

☐ Other: \_\_\_\_\_ days.

**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 \_\_\_\_\_ in the amount of \$\_\_\_\_\_

b. The parties agree to deviate from that amount of child support.



Petitioner/Joint Petitioner A: \_\_\_\_\_  
Respondent/Joint Petitioner B: \_\_\_\_\_

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.

**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 %. Enter the number of days for each deadline.

- 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. The parties shall 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.

Petitioner/Joint Petitioner A: \_\_\_\_\_  
Respondent/Joint Petitioner B: \_\_\_\_\_

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"/>

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 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 proposes to 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 proposal, 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 PROPOSALS**

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

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

**P. UNDERSTANDINGS**

I understand:

- I could get an attorney to review this proposal.
- This form was provided as a convenience and may NOT cover all issues.
- This proposal may have tax consequences and that seeking tax advice is suggested.
- I have fully disclosed my income, debts, assets and liabilities to each other.
- I believe that these legal custody and physical placement arrangements are in the best interests of the minor children at this time.

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

- Any court order regarding child support, legal custody, or physical placement is not final and may be modified under an appropriate change of circumstances.
- **I must exchange annual financial information no later than** [Date] \_\_\_\_\_ **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's. ☐ Respondent/Joint Petitioner B's.

**Q. VOLUNTARY EXECUTION / NATURE OF PROPOSAL**

I assume responsibility for the entire content of this proposal. I have proposed these agreements 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 proposal. 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 proposal. 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 **Proposed 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 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 proposal represents all the property in which either party has any interest. This proposal is based on my financial disclosure statement.

**T. RESTRAINING ORDER**

Neither party may 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, the parties shall execute and deliver any and all documents that may be necessary to carry out the terms and conditions of this proposal.

**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 proposed order.

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 PROPOSAL AFTER JUDGMENT**

Petitioner/Joint Petitioner A: \_\_\_\_\_  
Respondent/Joint Petitioner B: \_\_\_\_\_

The provisions of this proposal shall survive any subsequent judgment of divorce and shall have independent legal significance. This proposal is a legally binding contract, entered into for good and valuable consideration. It is contemplated that in the future either party may enforce this proposal 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

I submit this proposal 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 proposal 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 **Proposed Marital Settlement** even if the respondent or one of the joint petitioners does 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 your proposal, 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.

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.



☐ 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)

**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)

### 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 \_\_\_\_\_%.