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Stipulation for Temporary Order With Minor Children

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Oshkosh, WI 54901
(920) 479-2058

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

Enter the name of the county in which you are filing this case.	STATE OF WISCONSIN, CIRCUIT COURT, _____ COUNTY
Enter the name of Petitioner/Joint Petitioner A.	IN RE: THE MARRIAGE OF Petitioner/Joint Petitioner A _____
Enter the name of Respondent/Joint Petitioner B.	Name (First, Middle and Last) _____
Check divorce or legal separation.	and Respondent/Joint Petitioner B _____
NOTE: Enter the case number, if known. If not leave blank.	Name (First, Middle and Last) _____

Stipulation for Temporary Order
With Minor Children

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

Case No. _____

SUMMARY OF PERSONAL INFORMATION

In 1, enter the requested information about Petitioner/Joint Petitioner A.	1. Petitioner/Joint Petitioner A: Address _____ Address _____ City _____ State _____ Zip _____ Date of birth _____ Gross monthly income \$ _____ Employer name _____ Address of payroll office _____ City _____ State _____ Zip _____ Phone _____ Fax _____
Dates of birth should be written in the following format: [Month, Day, Year].	
Include area codes with the requested phone numbers.	
In 2, enter the requested information about Respondent/Joint Petitioner B.	2. Respondent/Joint Petitioner B: Address _____ Address _____ City _____ State _____ Zip _____ Date of birth _____ Gross monthly income \$ _____ Employer name _____ Address of payroll office _____ City _____ State _____ Zip _____ Phone _____ Fax _____
Dates of birth should be written in the following format: [Month, Day, Year].	
Include area codes with the requested phone numbers.	

STIPULATION

The parties agree that the following terms be in effect until the final hearing of this action except as modified by a future order of the Court.

1. SUMMARY OF FINANCIAL AGREEMENTS

For A1, check a or b. If b, enter the monthly amount of maintenance and the month and year on which the payments will begin.	A. MAINTENANCE. (Spousal Support) 1) Petitioner/Joint Petitioner A <input type="checkbox"/> a. gives up right to receive maintenance at this time. <input type="checkbox"/> b. Respondent/Joint Petitioner B shall pay maintenance to Petitioner/Joint Petitioner A in the amount of \$ _____ per month beginning on the first day of the month of _____, 20____.
For A2, check a or b. If b, enter the monthly amount	2) Respondent/Joint Petitioner B <input type="checkbox"/> a. gives up right to receive maintenance at this time.

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

of maintenance and the month and year on which the payments will begin.

- ☐ b. Petitioner/Joint Petitioner A shall pay maintenance to the Respondent/Joint Petitioner B in the amount of \$ _____ per month beginning on the first day of the month of _____, 20_____.

Enter the name, date of birth [month, day, year] for each child under the age of 18.

- B. **MINOR CHILDREN.** The **minor** children (age 17 or younger) born to or adopted together by the parties before or during our marriage are

Name of Minor Child	Date of Birth

In C, check a, b, c, or d. You may check both b and d if both apply; otherwise, check only one box.

C. **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 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. They 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 D. 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 D. 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 his/her 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 enroll the child in public health insurance and any out of pocket costs.

NOTE: Child Support generally includes costs for food, shelter, clothing, transportation, personal care and incidental recreational costs.

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

Enter the percentage that each parent will pay in a and b (if different than 50%). The total must equal 100%.

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

In D, check the appropriate method of calculation for child support.

In 2.a, enter payer's name, recipient's name, payment frequency (weekly, bi-weekly, monthly, semi-monthly) and standard child support amount in a.

In b1, enter the medical deviation from C.1.b or 0 or none. In b2, enter the other deviations or 0 or none.

In c, enter the date the payment begins and determine the net child support amount after adding or subtracting the deviations from the amount in 2a.

In E, check 1, 2, or 3.

If 1 or 2, contact your local Child Support Agency to establish a WISCTF account.

Parties may not make payments directly to each other. (See WI Stat. §767.75)

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 child(ren) 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.

D. 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

- | | |
|---|--|
| <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. |

- 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

C.1.b. or C.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. The net amount of the child support payment shall begin

_____, 20____ in the amount of
(if no child support is to be paid, enter "0" or "Held Open") \$ _____

E. PAYMENTS FOR CHILD SUPPORT AND/OR MAINTENANCE SHALL BE MADE

- ☐ 1) directly from the payer to WI SCTF (only if self-employed).
☐ 2) by income assignment from the payer's employer as indicated on page 1.
☐ 3) No child support or maintenance is to be paid at this time.

F. INFORMATION ABOUT HOW PAYMENTS ARE MADE TO WI SCTF.

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 and should be made payable to WI SCTF, and sent to:

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

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

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 the full and correct amount.

The party paying child support and/or maintenance is responsible for payment of the annual receiving and disbursing fee to WI SCTF.

2. SUMMARY OF OTHER AGREEMENTS

A. RESIDENCE.

In 2.A, check 1 or 2.
If 2, check a, b, c or d.
If a, b, or d enter the date [month, day, year].

In 3, check a, b or c.

If c, enter the date.
In 4, check a or b. If a, attach agreed upon arrangements.

- ☐ 1) The parties **do not** own or rent a residence together.
- ☐ 2) The parties **do** own or rent a residence together and agree that
- ☐ a. Petitioner/Joint Petitioner A shall have temporary exclusive use of the residence and Respondent/Joint Petitioner B shall leave the residence on or before _____.
- ☐ b. Respondent/Joint Petitioner B shall have temporary exclusive use of the residence and Petitioner/Joint Petitioner A shall leave the residence on or before _____.
- ☐ c. both parties agree to share the residence.
- ☐ d. both parties agree to vacate and/or sell the residence by _____.
- 3) **Sale of Residence.**
- ☐ a. The parties do not own a residence.
- ☐ b. The residence shall not be placed for sale at this time.
- ☐ c. The residence shall be placed for sale no later than _____.
- 4) **Other Real Estate.**
- One or both of the parties own additional real estate, the agreement for temporary use of which is disclosed as an attachment.
- ☐ a. Yes, see attached agreement.
- ☐ b. No

B. PERSONAL PROPERTY DIVISION. The parties agree that each shall be awarded the temporary and exclusive use of the personal property in his/her possession

- ☐ 1) with no exceptions.
- ☐ 2) except for the following property:

In B, check 1 or 2. If 2, complete the chart indicating who has and who will have possession while the case is pending. 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 still disclose how you divided it below.

List the property and check who will have temporary use of the property until the divorce/legal separation is final.	Who will have possession? A = Petitioner/Joint Petitioner A B = Respondent/Joint Petitioner B	
	A	B
HOUSEHOLD ITEMS		
	<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"/>
AUTOMOBILES		
Year, Make, Model	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"/>
LIFE INSURANCE		
Name of Company & Policy #	A	B

Petitioner/Joint Petitioner A: _____
 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"/>
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"/>
	<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"/>
	<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

Enter the date and describe arrangements for property exchange.

Any exchange of property shall be made by [Date] _____, 20____
 according to the following arrangements: _____

In C.1, write the name, monthly payment, and check who will be responsible for payment for each debt owed individually and jointly.

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.

C. DEBTS AND LIABILITIES.

1) Each of the parties shall be responsible for the following debts and liabilities to keep payments current:

Payment for	Payment to (Creditor)	Monthly Payment	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"/>
Insurance (Auto)		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insurance (Medical)		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insurance (Life)		\$	<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"/>

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

If more space is necessary, attach additional sheets.

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

☐ See attached

2) The parties agree and understand:

- Unless otherwise agreed upon in the order, each party shall pay their own future monthly household expenses.
- 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.
- Both parties are restrained from making any further debts against the credit of the other party.
- Any debt incurred after the date of this order 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.

D. MINOR CHILDREN

1) Temporary Legal Custody of the minor children shall be:

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"/>
		<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.

- 2) The parents agree that this legal custody arrangement is in the best interests of the minor children at this time.

E. PHYSICAL PLACEMENT OF MINOR CHILDREN

The physical placement of the minor children shall be:

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"/>

and the placement schedule shall be:

- ☐ 1) as listed in the attached parenting plan and/or schedule.

NOTE: Legal custody is the right and responsibility to make major decisions about a child.
Enter minor child's name, date of birth and custody arrangement.
NOTE: To include more detail, check the box and attach a parenting plan or other separate description.
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. Enter the names of the children. Check shared, primary with Joint Petitioner A or B for each child.

Check 1 or 2. If 1, attach

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

parenting plan and/or a schedule. If 2, describe how placement will be shared.

☐ 2) as follows: _____

☐ See attached

F. INCORPORATION OF AGREEMENT INTO TEMPORARY ORDER

The parties agree that this stipulation shall be submitted to the court for approval and all parties request that the court make this stipulation a temporary order of the court.

G. THE PARTIES AGREE:

- 1) This court has jurisdiction over the marriage and the parties individually.
- 2) Both parties freely and voluntarily, without any force or coercion, enter into and sign this agreement.
- 3) Both parties have fully disclosed all information about income, expenses, assets and debts to each other.
- 4) This agreement is based on compromise between the parties, but as a whole, is fair and reasonable.
- 5) A court may enforce the terms of the agreement through the powers of contempt of court.

Both parties acknowledge that this agreement may be amended by further order of the court.

Petitioner/Joint Petitioner A must sign and print name.

Enter the date the document was signed.

NOTE: This signature does not need to be notarized.



Petitioner/Joint Petitioner A

Print or Type Name

Address

Email Address

Telephone Number

Date

State Bar No. (if any)

Respondent/Joint Petitioner B must sign and print name.

Enter the date the document was signed.

NOTE: This signature does not need to be notarized.



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)

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

If a Guardian ad Litem has been appointed to your case, you must take this agreement to the GAL for his/her 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)

Check box if a lawyer mediator helped to complete this form.

☐ **This document was prepared with the assistance of a lawyer acting as mediator.**

**PARTIES MUST INCLUDE A PROPOSED ORDER THAT WILL ONLY BECOME ENFORCEABLE
IF SIGNED BY A CIRCUIT COURT JUDGE OR CIRCUIT COURT COMMISSIONER**