

PRINT in BLACK ink

Enter the name of the county in which you are filing this case.

STATE OF WISCONSIN, CIRCUIT COURT,

For Official Use

COUNTY

Enter the name of the petitioner. If joint petitioners, enter the name of the wife.

In re the marriage of:

Petitioner/Joint Petitioner-Wife:

First name Middle name Last name

and

Respondent/Joint Petitioner-Husband:

First name Middle name Last name

Stipulation for Temporary Order

With Minor Children

Divorce-40101

Legal Separation-40201

Case No. _____

Enter the name of the respondent. If joint petitioners, enter the name of the husband.

Check divorce or legal separation.

Note: Enter the case number, if known. If not leave blank.

SUMMARY OF PERSONAL INFORMATION

1. Wife

Enter the requested information about the wife.

Include area codes with the requested phone numbers. Dates of birth should be written in the following format: [month, day, year].

Name _____
Address _____
Address _____
City _____ State _____ Zip _____
Phone (day) _____ Phone (evening) _____
Date of birth _____
Gross monthly income \$ _____
Employer name _____
Address of payroll office _____
City _____ State _____ Zip _____
Phone _____ Fax _____

2. Husband

Enter the requested information about the husband.

Include area codes with the requested phone numbers. Dates of birth should be written in the following format: [month, day, year].

Name _____
Address _____
Address _____
City _____ State _____ Zip _____
Phone (day) _____ Phone (evening) _____
Date of birth _____
Gross monthly income \$ _____
Employer name _____
Address of payroll office _____
City _____ State _____ Zip _____
Phone _____ Fax _____

STIPULATION

The parties agree that the following terms be in effect until the final hearing of this action.

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.

For A2, check a or b.

If b, enter the monthly amount of maintenance and the month and year on which the payments will begin.

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

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

Check a or b.
If b, check all that apply in 1-6.

Check a, b, or c. If a or b, enter the amount and the month and year the payment shall begin. If c, enter the reason (reference WI Stats. 767.25(1m) for a listing of the factors by which a court can deviate from child support standards).

Note: For more information on DWD 40, contact your local Child Support Agency.

A. Maintenance (spousal support) The parties agree that temporary maintenance shall be paid as follows:

1. For the wife:

- a. The wife waives her right to receive maintenance at this time.
- b. The husband shall pay maintenance to the wife in the amount of \$ _____ per month beginning on the first day of the month of _____, 20_____.

2. For the Husband.

- a. The husband waives his right to receive maintenance at this time.
- b. The wife shall pay maintenance to the husband in the amount of \$ _____ per month beginning on the first day of the month of _____, 20_____.

B. Minor Children: The following minor children (age 17 or younger) born to or adopted together by the parties before or during the marriage are:

Name of minor child

Date of birth

C. Child Support:

1. The child support is based on the:

- a. Chapter DWD 40 Child Support Percentage of Income Standard. (Based on Gross Income – 17% for one child, 25% for two children, 29% for three children, 31% for four children, 34% for five or more children)
- b. This amount deviates from the DWD 40 Child Support Standard amount which would be unfair because child support should be calculated using the:
 - 1. split-placement calculation
 - 2. shared-placement calculation
 - 3. serial-family payer calculation
 - 4. low-income payer calculation
 - 5. high-income payer calculation
 - 6. other _____

2. The parties agree that child support shall be paid as follows:

- a. The husband shall pay child support to the wife in the amount of \$ _____ per month, beginning on the first day of the month of _____, 20_____.
- b. The wife shall pay child support to the husband in the amount of \$ _____ per month, beginning on the first day of the month of _____, 20_____.
- c. No child support shall be ordered from either party at this time because _____

D. Medical and Health Care Expenses

1. **Medical Insurance and Payments:** The parties agree that medical insurance coverage for the minor children including medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses which is offered now or may be offered by a present or future employer shall be obtained and paid by:
- a. Both parties shall provide coverage.
 - b. The wife shall provide coverage and the husband shall pay \$_____ per month to cover the difference between single and family coverage to the wife.
 - c. The husband shall provide coverage and the wife shall pay \$_____ per month to cover the difference between single and family coverage to the husband.
- This person shall also provide the other parent with copies of policy information and insurance cards.

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. The wife to pay _____% of the total amount.
 - b. The husband to pay _____% of the total amount.

Any request for reimbursement from the other party for health care expenses shall be made in writing. The other party shall pay their required percentage within _____ days.

E. Payments for Child Support and/or Maintenance shall be made to the Wisconsin Support Collections Trust Fund (WI SCTF):

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

Wisconsin Support Collections Trust Fund
Box 74400
Milwaukee, WI 53284-0400

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:

- 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. The wife shall have temporary exclusive use of the residence and the husband shall leave the residence on or before _____.
 - b. The husband shall have temporary exclusive use of the residence and the wife 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
- b. No

Check a, b or c.
If b or c, enter the amount, if any, that the other parent will pay.

Enter the percentage that each parent will pay in a and b. The total must equal 100%.

Enter the number of days for the deadline.

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. 767.265)

Check 1 or 2.

If 2, check a, b, c or d.

If a b, or d enter the date [month, day, year].

Check 3a, 3b, or 3c. If 3c, enter the date.

For 4, check a or b. If a, attach the agreed upon arrangements.

C. Debts and Liabilities

1. Each of the parties shall be responsible for the following debts and liabilities:

Write the names of the creditors to whom the parties owe money. Then check the box to indicate who will temporarily make the minimum monthly payment to each creditor.

Payment for	Payment to	Paid by wife	Paid by husband	Shared equally
Mortgage	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>
Insurance-Home	_____	<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"/>
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"/>

2. The parties agree and understand:

- Unless otherwise agreed upon in the order, each party shall pay his or her 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 it and that party shall not make any demands upon the other party concerning that debt.
- Creditors are NOT bound by this agreement and each party remains 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 an order to show cause for contempt of court.

D. MINOR CHILDREN

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

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

Name of minor child	Joint legal custody	Sole legal custody to mother	Sole legal custody to father
_____	<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"/>

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 as follows:

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 mother or primary father for each child.

Check a or b. If a, attach a schedule. If b, describe how placement will be shared.

Name of minor child	Shared	Primary w/Mother	Primary w/Father
_____	<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 as follows:

- a. As listed in the attached document.
- b. As agreed here: _____

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 that:

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

The wife must sign and print her name.

Enter the date on which she signed her name.

Note: This signature does not need to be notarized.

The husband must sign and print his name.

Enter the date on which he signed his name.

Note: This signature does not need to be notarized.

Signature

Print or Type Name

Date

Signature

Print or Type Name

Date

State of Wisconsin, Child Support Agency

- Approved
- Not Approved
- Not Required

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.

Authorized Signature

Print or Type Name

Title

Date

TEMPORARY ORDER

1. The agreement of the parties as set out in this stipulation is adopted by the court.
2. The parties are ordered to comply with this agreement while this divorce/legal separation action is pending unless this order is changed by a later court order.
3. The court further orders:
 - a. **Income Tax Returns.** The parties agree to file their income tax returns consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin's Community Property law.
 - b. **Modification and Waiver.** A modification or waiver of any of the provisions of this agreement shall be effective only if it is made in writing and is dated and signed by all parties and approved by the court.
 - c. **Restraining Order.** Both parties are restrained from interfering with the personal liberty of the other, from encumbering or disposing of assets or property, from removing minor children from Wisconsin or more than 150 miles from the other parent within Wisconsin, except pursuant to sec. 767.327 Wis. Stats., and from incurring debts or credit in the name of the other party.
 - d. **Change of Employer/Address.** Both parties shall notify the Clerk of Courts and the county Child Support Agency within 10 days of any change of address or change of employers. Notice shall also be sent at the same time to the other spouse unless contact is prohibited by court order.
 - e. Failure to abide by these temporary orders is punishable as contempt of court pursuant to ch. 785 Wis. Stats. All temporary orders are made without prejudice to the rights of either party at the time of the final hearing.
 - f. Both parties are prohibited from interfering with the parental rights of the other parent.
 - g. Both parties are prohibited from encumbering, concealing, damaging, destroying, transferring, selling, giving away, or removing from this state any of his, her or their property without permission of the court, or written consent of both parties, except in the usual course of business, or in order to secure necessities.
 - h. Neither party can disconnect any utility services or cause any other essential services of the residence of the other party to be discontinued without written consent of the parties or further order of the court.
 - i. Each party is responsible for his or her own future uninsured medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses.
 - j. Both parties shall maintain all current beneficiaries on all life, medical, hospital, automobile, household, or other insurance and in any current wills while this action is pending.

- k. Pursuant to sec. 767.75(a) Wis. Stats., this temporary order for child support and/or maintenance constitutes an assignment of all commissions, earnings, salaries, wages, pension benefits, benefits under ch. 102 or 108 Wis. Stats., and other money due or to be due in the future to the Wisconsin Support Collections Trust Fund as will be sufficient to meet the child support and/or maintenance ordered here.
- l. Pursuant to sec. 767.75(2r) Wis. Stats., if child support and/or maintenance is to be paid, the assignment of paragraph "k" above is effective immediately, and the employer of the party paying shall be notified of the assignment of income immediately.
- m. Pursuant to sec. 767.41(7) Wis. Stats., unless otherwise ordered by the court or denied by statute, both parents shall have equal access to the minor children's medical, dental and school records.
- n. Both parties are notified that:
- Payment of child support must be made as ordered and is not fulfilled by the giving of gifts, clothing, etc.
 - Payment of child support must be made as it comes due; failure to get or the denial of rights to visitation are not an excuse for non-payment.
 - The payment of child support takes priority over other payments of debts and obligations.
 - A party who accepts additional obligations of child support does so with the full knowledge of his/her prior obligations of this proceeding, and will be given no consideration for those additional obligations when accused of contempt of court for failure to make the payment as ordered.
 - Child support is based on annual income and it is the responsibility of a person with seasonal employment to budget his/her income so that payments are made regularly throughout the year as ordered.
- o. If final legal custody and/or physical placement is contested, each party must complete and file with the court a proposed parenting plan at least 10 days prior to pretrial. A copy of the completed plan must be provided to the spouse and the spouse's attorney (if applicable). Any parent who does not file such a plan may lose the right to object to the other parent's plan.
4. Failure to comply with the terms of this order may result in punishment for contempt of court under ch. 785 Wis. Stats.

BY THE COURT:

For Court Use Only

Circuit Court Judge/ Court Commissioner

Print or Type Name

Date