

## **DEFENDANT'S CHECKLIST FOR DIVORCE WITH MINOR CHILDREN**

These forms are related to specific South Dakota Codified Laws (SDCL) concerning divorce matters. You can find these laws on the South Dakota Legislature website. If you have any legal questions, it is highly recommended that you consult with an attorney. Court staff are unable to provide legal advice or assist with form completion. For specific questions related to the forms, you can also contact the Legal Form Help Line at 1-855-784-0004 or email UJS staff at [ujssrlhelp@uds.state.sd.us](mailto:ujssrlhelp@uds.state.sd.us).

### **Before You Begin**

If you've received a Summons and Complaint from your spouse for a divorce proceeding, you will be designated as the Defendant on all divorce forms, while your spouse will be the Plaintiff. This form serves as a simple checklist outlining the steps for the Defendant in a divorce proceeding. Each form mentioned in this checklist will include detailed instructions.

If you are the spouse who initiated the case, please refer to the Plaintiff's Checklist for Divorce with Children.

Remember that all original copies of any form must be filed with the Clerk of Court, who will provide you with filed stamped copies. Before submitting anything to a Sheriff, process server, or opposing party, make sure to retain a copy for your own records.

### **Answering a Summons and Complaint**

If you've been served with a Summons and Complaint for Divorce, you have thirty days from the date of service to file an Answer. Failing to do so could lead to a Default Judgment against you. To complete and file your Answer, follow these steps:

1. Read and follow the Temporary Restraining Order: The Summons includes a Temporary Restraining Order, which automatically takes effect when a divorce is initiated and you, as the Defendant, have been served. Both parties are required to obey it. Violating any of the terms outlined in the Order could result in penalties and delay the divorce process. Take the time to carefully read and understand it.
2. Complete a Case Filing Statement (UJS-232) with both your demographic information and your spouse's demographic information. It is important to know that your social security number and date of birth are required when filing a divorce action with children.
3. Complete the Answer (UJS-318).
4. Complete a Statement of Mailing (UJS-318).

5. File the original copies of each of the forms listed above with the Clerk of Court in the county the case was initiated in, along with the required \$25 Answer fee.
  - a) **WAIVER OF FILING FEE** - If you cannot afford the \$25 Answer fee, please complete the Motion, Affidavit, and Order to Waive Filing Fee (UJS-022) and submit with the above forms in lieu of the \$25.
6. Mail a copy of the above forms to the Plaintiff.

### **South Dakota Parenting Course**

According to South Dakota law, all parties involved in an action related to child custody or parenting time, must complete a court-approved parenting course within sixty days of being served with the Summons and Complaint. Failure to comply may result in delays in finalizing the divorce proceedings.

1. **Course Requirement:** Both parents must complete the court-approved parenting course. The course aims to educate participants about the impact of divorce proceedings on children.
2. **Waiver or Delay:** Participation in the course can only be waived or delayed if:
  - a. Good cause is shown.
  - b. The individual has previously completed a court-approved course within the last five years.
3. **Requesting a Waiver:** If you believe you have good cause to waive the required parenting course, complete and file the Affidavit on Court-Approved Parenting Course (UJS-364) form and file the original with the Clerk of Court.
4. **Course Information:** For more details about court-approved parenting classes, visit the [South Dakota Unified Judicial website](#).

### **Stipulated Divorce**

If/When both parties come to an agreement regarding the terms and conditions of their divorce, it is referred to as a stipulated divorce. If such an agreement has been reached, both parties are required to complete and file the following forms:

1. Complete the Financial Statement (UJS-023).
2. Stipulation and Settlement Agreement with Minor Children (UJS-325). All pages must be initialed and signed by both parties.
3. Complete and attach child support calculation to your Stipulation Agreement. The Child Support Obligation calculator can be found on the [South Dakota Department of Social Services website](#).
4. Statement of Plaintiff and Defendant as to Jurisdiction and Grounds for Divorce (UJS-319B) will need to be signed by both parties.
5. File the originals of the completed forms with the Clerk of Court.

### **Finalizing a Stipulated Divorce**

If both parties have signed the stipulation, the stipulation has been filed with the Clerk of Court, and the sixty-day waiting period has elapsed since the Defendant was served with the Summons and Complaint, you may proceed as follows:

1. Complete form UJS/DSS-089 and file with the Clerk of Court.
2. Complete the Judgment and Decree of Divorce Stipulation and Agreement with Children (UJS-326B): Fill out this form and either file the original with the Clerk of Court or bring it to your hearing if one is required. Carefully read the instructions and complete the form as directed. Please contact the Clerk of Court to determine whether a hearing is required.
  - a) Attach SDCL 25-4A-5 Sanctions for Violation of Custody or Visitation Decree to the Judgment and Decree of Divorce.
3. Judgment and Decree of Divorce Signing: If granted, the Judge will sign the Judgment and Decree of Divorce.

### **Notice of Entry of Judgment and Decree of Divorce**

Once the Judge has signed the Judgment and Decree of Divorce, the Clerk of Court will provide you with signed certified copies. To finalize the process, follow these steps:

1. Complete and File the Notice of Entry: You may obtain this form from the Clerk of Court. Depending on the county, either the Clerk of Court will complete the form for you or provide you with the form for completion. Check with the Clerk of Court in your county.
2. Complete the Statement of Mailing: You may obtain this form from the Clerk of Court. Again, depending on the county, either the Clerk of Court will complete it or provide you with the form for completion. Check with the Clerk of Court in your county.
3. File the originals of both the Notice of Entry and the Statement of Mailing with the Clerk of Court.
4. Mail a copy of the Notice of Entry, the Statement of Mailing, and the signed, certified copy of the Judgment and Decree of Divorce (UJS-326B) to the opposing party.

**\*Steps under “Finalizing a Stipulated Divorce” can be completed by either party \***

### **Dismissing the Divorce**

If the parties reconcile before the Judge grants the divorce, the divorce action may be dismissed by both parties signing a Stipulation and Order for Dismissal (UJS-328) and filing the original with the Clerk of Court.

**Contested Divorce (The Parties cannot agree on some or all of the terms of the divorce)**

1. If the parties cannot agree on the terms and conditions of the divorce, one party will have to request that a hearing, or trial, be scheduled.
2. Contact the Clerk of Court or Court Administrator to obtain a court date.
3. Complete a Notice of Hearing (UJS-336), available in the General Motions link on the [UJS forms webpage](#), and make two copies. File the original. Send one copy to the other party and keep a copy for yourself.
4. Complete the Statement of Mailing (UJS-338), available at the General Motions link given immediately above. Make one copy for yourself and file the original.
5. If the parties cannot reach an agreement, the Judge can order them both to mediation. A Court-approved mediator will help the parties mutually agree on the various issues in your divorce. Mediation is not binding, and the issues discussed in mediation are confidential.

**For more information on your case or to track events you may register as a user on [eCourts](#).**

# RESOURCES AVAILABLE

## **For Mediation Services:**

A list of court-approved mediators is maintained on the [UJS website](#).

## **For Parenting Coordinator Services:**

A list of approved parenting coordinators is maintained on the [UJS website](#).

## **For Assistance with UJS-Approved Legal Forms found at <http://ajs.sd.gov>:**

Contact the UJS Legal Form Help Line at 1-855-784-0004 or email Legal Research at [UJSSRLHelp@ajs.state.sd.us](mailto:UJSSRLHelp@ajs.state.sd.us).

## **Legal Aid Services of South Dakota:**

Residents who meet financial eligibility guidelines may apply for free legal assistance through [South Dakota's legal services program](#).

## **For Assistance with Complaints Regarding Businesses:**

Office of the Attorney General  
Division of Consumer Protection  
1302 E. Hwy 14, Suite 3  
Pierre, SD 57501

Phone: (605) 773-4400  
Toll Free: 1-800-300-1986 (in state only)  
Or Visit: <http://atg.sd.gov/Consumers.aspx>

## **For Assistance in Finding a Lawyer:**

The State Bar of South Dakota offers a listing of lawyers and firms in South Dakota and can be found on the [State Bar of South Dakota website](#). These are private practitioners who will charge for their services.

State Bar of South Dakota  
Toll Free: 1-800-952-2333  
Phone: 605-224-7554

For further information regarding the court system in South Dakota  
or to obtain legal forms, please visit the [South Dakota Unified  
Judicial System website](#).

The South Dakota Unified Judicial System  
605-773-3474  
Rev. 05/2025

## **INSTRUCTIONS AND FORMS FOR ANSWER WITH MINOR CHILDREN**

These forms are related to specific South Dakota Codified Laws (SDCL) concerning divorce matters. You can find these laws on the South Dakota Legislature website. If you have any legal questions, it is highly recommended that you consult with an attorney. Court staff are unable to provide legal advice or assist with form completion. For specific questions related to the forms, you can also contact the Legal Form Help Line at 1-855-784-0004 or email UJS staff at [ujssrlhelp@uds.state.sd.us](mailto:ujssrlhelp@uds.state.sd.us).

### **IMPORTANT NOTICES**

The Answer is a written response to the Complaint with Minor Children submitted by the Defendant. As the Defendant, if you decide to file an Answer, you must submit it to the Clerk of Court and serve it on the Plaintiff within thirty days of receiving the Summons and Complaint. If you choose not to file within thirty days of being served, Default Judgment could be entered against you in favor of the Plaintiff.

#### **To complete this form, you will need to:**

1. Complete the caption of the Answer.
  - a) County (insert county name).
  - b) Judicial Circuit (insert circuit number). You may find your judicial circuit number on the [Unified Judicial System court finder webpage](#).
  - c) Plaintiff (insert your spouse's name).
  - d) Defendant (insert your name).
  - e) Enter the case number. If you are not aware of the case number, please contact the Clerk of Court.
2. Complete the remainder of the information on the lines provided throughout the form. Complete the Statement of Mailing and sign and date.
3. Complete a Case Filing Statement (UJS-232) with both your demographic information and your spouse's demographic information. Your social security number and date of birth are required when filing a divorce action with children.
4. File the original copies of each form listed above with the Clerk of Court along with the required \$25 filing fee.
  - a) If you cannot afford the \$25 filing fee, please complete the Motion, Affidavit, and Order to Waive Filing Fee (UJS-022) and submit with the above forms in lieu of the \$25.
5. Mail copies of the above documents to the Plaintiff.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ JUDICIAL CIRCUIT

|                                                                           |                                                                                                      |
|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <div>Plaintiff _____</div> <div>v. _____</div> <div>Defendant _____</div> | <div>Case No.: _____</div> <div><b>ANSWER<br/>(WITH CHILDREN)<br/>AND STATEMENT OF MAILING</b></div> |
|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|

The above-named Defendant's Answer to the Complaint with Minor Children as follows:

1. I **AGREE** with the following paragraphs of the Complaint with Minor Children (list the corresponding paragraph numbers from the Complaint)

\_\_\_\_\_  
\_\_\_\_\_

2. I **DISAGREE** with the following paragraphs of the Complaint with Minor Children (list the corresponding paragraph numbers from the Complaint)

\_\_\_\_\_  
\_\_\_\_\_

3. I **PARTIALLY AGREE** or **PARTIALLY DISAGREE** with the following paragraphs of the Complaint with Minor Children (list the corresponding paragraph numbers from the Complaint)

\_\_\_\_\_  
\_\_\_\_\_

4. I **DO NOT HAVE ENOUGH INFORMATION** to either agree or disagree with the following paragraphs of the Complaint with Minor Children (list the corresponding paragraph numbers from the Complaint)

\_\_\_\_\_  
\_\_\_\_\_

If you wish to explain any of your answers to the previous statements, please use the space below. If you do not wish to explain your answers further, leave the next four paragraphs blank.

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Defendant Signature

\_\_\_\_\_  
Defendant Name

\_\_\_\_\_  
Defendant Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

**STATEMENT OF MAILING ANSWER**

**WITH MINOR CHILDREN**

I, \_\_\_\_\_ the above-named Defendant, state that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, mailed a true and correct copy of the Answer in an envelope addressed to the Plaintiff at:

\_\_\_\_\_  
Plaintiff's Name

\_\_\_\_\_  
Plaintiff's Street Address

\_\_\_\_\_  
Plaintiff's City, State & Zip

And depositing the envelope, with sufficient postage in the United States mail in

\_\_\_\_\_  
*(City and State you Mailed the form from)*

*I declare under penalty of perjury under the law of South Dakota that the foregoing is true and correct.*

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.  
(Date) (Month) (Year) (City or other location, and State)

\_\_\_\_\_  
Defendant Signature

\_\_\_\_\_  
Defendant Name

\_\_\_\_\_  
Defendant Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

**CASE FILING STATEMENT – Information Only; Not Retained in Case Records**

Provide the Case File No. for the record you are filing into or the Case Type if initiating a new action: \_\_\_\_\_

\*A list of case types and party roles can be found on [South Dakota Unified Judicial Attorney forms and Documents](#) webpage.

**Social Security Numbers (not Driver's License Numbers) must be provided for divorce, child support, & paternity cases, 42 USC 666(a)(13)(B).** All filers are **required** to provide the SSN or DL# for each of **their** participants regardless of the case type. Business entities must provide the EIN number in lieu of SSN or DL#.

**INFORMATION FOR PLAINTIFF/PETITIONER/APPLICANT:**

|                                                                                |                        |                                 |                 |
|--------------------------------------------------------------------------------|------------------------|---------------------------------|-----------------|
| _____<br>Last/Business Name                                                    | _____<br>First Name    | _____<br>Middle                 | _____<br>Suffix |
| _____<br>Physical Address<br><input type="checkbox"/> Check is Same as Mailing | _____<br>City          | _____<br>State                  | _____<br>Zip    |
| _____<br>Mailing Address                                                       | _____<br>City          | _____<br>State                  | _____<br>Zip    |
| _____<br>Home                                                                  | _____<br>Work          | _____<br>Cell                   |                 |
| _____<br>Social Security No.                                                   | _____<br>Date of Birth | _____<br>Driver's License No.   | _____<br>State  |
|                                                                                |                        | _____<br>Employed ID (Business) |                 |

**Attorney:**

|                          |                     |                           |              |
|--------------------------|---------------------|---------------------------|--------------|
| _____<br>Last Name       | _____<br>First Name | _____<br>State Bar ID No. |              |
| _____<br>Mailing Address | _____<br>City       | _____<br>State            | _____<br>Zip |
| _____<br>Phone           |                     |                           |              |

**INFORMATION FOR DEFENDANT/RESPONDENT/MINOR/DECEDENT/PERSON IN NEED OF PROTECTION**

|                                                                                |                        |                                 |                 |
|--------------------------------------------------------------------------------|------------------------|---------------------------------|-----------------|
| _____<br>Last/Business Name                                                    | _____<br>First Name    | _____<br>Middle                 | _____<br>Suffix |
| _____<br>Physical Address<br><input type="checkbox"/> Check is Same as Mailing | _____<br>City          | _____<br>State                  | _____<br>Zip    |
| _____<br>Mailing Address                                                       | _____<br>City          | _____<br>State                  | _____<br>Zip    |
| _____<br>Home                                                                  | _____<br>Work          | _____<br>Cell                   |                 |
| _____<br>Social Security No.                                                   | _____<br>Date of Birth | _____<br>Driver's License No.   | _____<br>State  |
|                                                                                |                        | _____<br>Employed ID (Business) |                 |

**Attorney:**

|                          |                     |                           |              |
|--------------------------|---------------------|---------------------------|--------------|
| _____<br>Last Name       | _____<br>First Name | _____<br>State Bar ID No. |              |
| _____<br>Mailing Address | _____<br>City       | _____<br>State            | _____<br>Zip |
| _____<br>Phone           |                     |                           |              |

## INSTRUCTIONS AND FORM FOR STIPULATION AND SETTLEMENT AGREEMENT WITH MINOR CHILDREN

These forms are related to specific South Dakota Codified Laws (SDCL) concerning divorce matters. You can find these laws on the South Dakota Legislature website. If you have any legal questions, it is highly recommended that you consult with an attorney. Court staff are unable to provide legal advice or assist with form completion. For specific questions related to the forms, you can also contact the Legal Form Help Line at 1-855-784-0004 or email UJS staff at [ujssrlhelp@uds.state.sd.us](mailto:ujssrlhelp@uds.state.sd.us). Remember that legal matters are better addressed by professionals who specialize in this field.

### **IMPORTANT NOTICES:**

The Stipulation and Settlement Agreement is an agreement made between the Plaintiff and the Defendant on the dissolution of marriage. The Stipulation and Settlement Agreement is required for the Court to grant a divorce without either party appearing in court. In some cases, a hearing may still be required.

### **To complete this form, you will need to:**

1. Read each page in detail.
2. Complete the caption by filling in the name of the county you are filing in, the judicial circuit number, name of the Plaintiff and Defendant on the lines provided, and case filing number.
3. Pages 1 and 2 – Read and fill in the lines provided.
4. Page 3 Number 3 – List the name(s), date of birth(s), and date of adoption, if applicable.
5. Page 3 Number 3, Section A – Mark the appropriate box regarding the custody of the child(ren).
6. Pages 3 and 4 Number 3, Section B – Provide the parenting time schedule for both the Plaintiff and the Defendant.
7. Pages 4 and 5 Number 3 Section C – Provide the transportation arrangement of the child(ren) during holidays.
8. Pages 7 and 8 Number 4 Section A – Provide the agreed upon child support obligation. A [Child Support Obligation Calculator](#) can be found on the South Dakota Department of social services website and should be attached to this stipulated agreement at the time of filing.

9. Page 8 Number 4 Section B – List the parties' percentage of health care coverage for the child(ren) that exceeds \$250.
10. Page 8 Number 4 Section C – Enter who prepared the child support obligation and attach how the child support was reached to this stipulation agreement.
11. Page 8 Number 4 Section D – List the month and year the child support obligation will begin.
12. Pages 9 and 10 Number 4 Section H – Mark who will be responsible for obtaining health insurance for the child(ren).
13. Page 10 Number 5 Section C – List property that the Plaintiff will receive as a part of the divorce. Property would include vehicles, boats, motorcycles, ATV/Mobile homes, etc. Include make and model number for each.
14. Page 11 Number 5 Section D – List property the Defendant will receive as part of the divorce. Property would include vehicles, boats, motorcycles, ATV/ Mobile homes, etc. Include make and model number for each.
15. Page 11 Number 5 Section E – List any property that either party has possession of but is to be given to the other party within thirty days of entry of the Judgment and Decree of Divorce.
16. Page 12 Number 6 Sections A and B – List any debt each party will be responsible for. This will include debt such as credit cards, banks loans, personal loans, vehicle loans, outstanding bills, student loans, medical bills, etc.
17. Page 13 Number 7 – Set the timeframe for the parties to remove the others name from any property or debt received as a part of this Agreement.
18. Page 13 Number 8 – Provides for the parties to equalize the property and debt distribution by requiring one party to make an equalization payment to the other party. If the parties believe the distribution of assets and debts is equal, you should mark the second box.
19. Pages 13, 14, and 15 Number 9 – Request the distribution of real property such as houses, land, and buildings.
20. Pages 15 and 16 Number 10 – List investment and retirement account information, if any, and the division of each.
21. Page 16 Number 11 – Include life insurance information, if any, and the division of such.
22. Pages 17 and 18 Number 12 – Mark if either party is currently a member of the military.

23. Page 18 Number 13 – Select whether alimony is appropriate and if so, enter the amount and payment details.
24. Page 18 Number 14 – Enter income tax return agreement.
25. Page 19 Number 15 – Indicate if either the Plaintiff or Defendant would like to be restored to a maiden or former name and if so, provide that information.
26. Page 19 Number 16 – Provide any other agreement the Plaintiff and Defendant have agreed upon if not listed previously.
27. Page 19 Number 17 – Select if either party is awarded attorney fees.
28. Each page must be initialed by each party.
29. Each party will need to sign and date.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ JUDICIAL CIRCUIT

|                                                        |                                                                                                                                     |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| _____<br>Plaintiff<br><br>v.<br><br>_____<br>Defendant | Case No.: _____<br><br><p style="text-align: center;"><b>STIPULATION AND<br/>SETTLEMENT AGREEMENT<br/>(WITH MINOR CHILDREN)</b></p> |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|

THIS STIPULATION AND SETTLEMENT AGREEMENT (WITH MINOR CHILDREN), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Plaintiff, \_\_\_\_\_ and the Defendant, \_\_\_\_\_. Within this document we understand that we may be referred to individually as Plaintiff/Defendant, or together as party(ies).

WHEREAS The, the parties were married in the City of \_\_\_\_\_, in the State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ever since that time have been and are now married; and

**WHEREAS**, irreconcilable differences and disputes have arisen between the parties and have or will separate with the intent to live apart; and

**WHEREAS**, Defendant was served with a true and correct copy of the Summons and Complaint (with Minor Children) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and;

**WHEREAS**, At the time of the commencement of this divorce action Plaintiff resided in the City of \_\_\_\_\_, in the County of \_\_\_\_\_, in the State of \_\_\_\_\_, and presently resides in the City of \_\_\_\_\_, in the County of \_\_\_\_\_, in the State of \_\_\_\_\_, and the Defendant at the time of the commencement

\_\_\_\_\_  
Plaintiff Initials\_\_\_\_\_  
Defendant Initials

of this divorce action resided in the City of \_\_\_\_\_, in the County of \_\_\_\_\_, in the State of \_\_\_\_\_, and presently resides in the City of \_\_\_\_\_, in the County of \_\_\_\_\_, in the State of \_\_\_\_\_.

Both parties agree that venue and jurisdiction in this Court is appropriate and consent to such jurisdiction and venue; and

**WHEREAS**, the parties are the parents of \_\_\_\_\_ (#) minor child(ren) born to or adopted by the parties during the course of their relationship/marriage. The Spouse ☐ **is** / ☐ **is not (check one)** pregnant at the time of this action. If pregnant, the spouse is due on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and

**WHEREAS**, the parties hereto now desire to enter into an Agreement settling all claims, visitation, child support, property division, and all other matters between the parties regarding this divorce action,

**NOW THEREFORE**, it is hereby stipulated and agreed by and between the parties herein as follows:

1. **Release.** Except as stated in this agreement, each party is released from any future obligations or responsibilities for the other parties actions. Both parties are free from any debts, liabilities, or claims the other may incur after this agreement. This agreement is meant to settle all matters between the parties, unless stated otherwise.

2. **After-Acquired Property.** Any and all property, whether real or personal acquired by either party after the date of this agreement shall be the sole and separate property of the person who acquired the property, and each of said parties respectfully grants to the other all such other and future acquisitions of property as the sole property of the one acquiring the same.

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Plaintiff Initials

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Defendant Initials

3. **Custody & Visitation.** The parties are the parents of the following minor child(ren) born to or adopted by them during their relationship/marriage:

| Name of Child | Date of Birth | Date of Adoption |
|---------------|---------------|------------------|
|               |               |                  |
|               |               |                  |
|               |               |                  |
|               |               |                  |

A. **Legal & Physical Custody:** The parties agree that as to custody of the minor child(ren) **(check one)**:

- ☐ The parties share joint legal custody of the minor child(ren) with \_\_\_\_\_ having primary physical custody;
- ☐ The parties share joint legal and joint physical custody of the minor child(ren);
- ☐ \_\_\_\_\_ has sole legal and physical custody of the minor child(ren);
- ☐ The parties agree to joint legal and physical custody with a shared parenting plan, as set forth below, in which the child(ren) reside no less than 180 nights per calendar year in each parent's home. The parents further agree to share the duties and responsibilities of parenting the child(ren) and shall divide the expenses of the child(ren) in proportion to their incomes, i.e. Plaintiff paying \_\_\_\_\_% and Defendant paying \_\_\_\_\_%.

B. **Parenting Time Schedules:** The parties agree to the following parenting time schedules with the minor child(ren):

During the school week, including pick-up and return times and location, the **Plaintiff** shall have the minor child(ren): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Plaintiff Initials

\_\_\_\_\_  
Defendant Initials

During the school week, including pick-up and return times and location, the **Defendant** shall have the minor child(ren): \_\_\_\_\_

\_\_\_\_\_

During the summer, including pick-up and return times and location, the **Plaintiff** shall have the minor child(ren): \_\_\_\_\_

\_\_\_\_\_

During the summer, including pick-up and return times and location, the **Defendant** shall have the minor child(ren): \_\_\_\_\_

\_\_\_\_\_

- C. Holidays: In addition to the custodial arrangement designated above, and unless the parties otherwise agreed, major holidays shall be alternated as set forth in the South Dakota Parenting Guidelines (Form UJS-302). When there is a conflict between a holiday and the regular parenting schedule, the holiday takes precedence. Therefore, if the Defendant misses a regular weekend because it is Plaintiff's holiday, the regular parenting time schedule will resume following the holiday. If the Defendant receives two consecutive weekends because of a holiday, the regular alternating weekend schedule will resume the following weekend with the Plaintiff. Unless mutually agreed, there will be no makeup parenting time after any conflicts between the holiday weekend and the regularly scheduled weekend time. Parenting time "missed" during the summer period is not made up.

\_\_\_\_\_  
Plaintiff Initials

\_\_\_\_\_  
Defendant Initials

The parties agree to arrange transportation for the child(ren) for holiday visits as follows:

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**The parties may, by mutual agreement, alter the parenting time schedule above which shall be in writing and signed by both parties. Text messages and emails are sufficient in amending this agreement as long as the text messages and emails are retained.**

- D. Failure to comply: Neither parenting time nor child support is to be withheld because of either parent's failure to comply with a court order. Only the court may enter sanctions for non-compliance. Children have a right to both support and parenting time, neither of which is dependent upon the other. In other words, if you do not receive child support, you still have to allow parenting time and if you are denied parenting time, you still have to pay child support. If there is a violation of either parenting time or a support order, the exclusive remedy is to apply to the court for appropriate sanctions.
- E. Telephone Calls: Telephone calls between parent and child shall be liberally permitted at reasonable hours and at the expense of the calling parent, if it is a long-distance call. The parent with whom the child is staying shall not refuse to answer the phone or turn off the phone in order to deny the other parent telephone contact. Messages or voice mails left for a child should be returned in a timely manner.
- F. Clothing: If one parent has primary physical custody, that parent shall send an appropriate supply of the child(ren)'s clothing with them during the other parent's parenting time, which shall be returned clean (when reasonably possible), with the child(ren). The parent exercising parenting time shall advise, as far in advance as possible, of any special activities so that the appropriate clothing belonging to the child(ren) may be sent.

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Plaintiff Initials

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Defendant Initials

If the parties are exercising shared parenting, it is expected that they will each maintain clothing at their individual homes for the child(ren). However, the parents agree to cooperate in returning clothing to the appropriate parent so each can maintain a supply of clothing.

- G. Transportation: Unless otherwise agreed to herein, the transportation between the parents shall be handled equally. When the parents live in the same community, the parent commencing their parenting time will pick up the child(ren) from the other parent's home and upon conclusion of the parenting time, the other parent shall retrieve the child(ren) from the home of the parent who just had parenting time. The parents have an obligation to be punctual, arriving at the agreed time, not substantially early or late. Repeated, unjustified violations of this provision may subject the offender to court sanctions.
- H. Parental Affection: Each of the parents shall take all measures deemed advisable to foster a feeling of affection between the minor child(ren) and the other parent and neither will do anything which may estrange the child(ren) from the other parent nor impair their high regard for the other parent. Both parties agree they will speak only favorably of the other while in the child(ren)'s presence. Each will promote and foster good parental relations between the child(ren) and the other parent and avoid any communication of any kind which would be detrimental to the child(ren)'s respect or admiration for the other parent.
- I. Grade Reports and Medical Information: If the parties share joint legal custody, each parent shall provide the other parent with grade reports and notices from school as they are received and shall authorize the other parent to communicate concerning the child(ren) directly with the daycare, the school, and the child(ren)'s doctors and other professionals outside the presence of the other parent. Unless there are abuse and neglect, criminal or protection orders to the contrary, both parents shall also be listed as the

child(ren)'s parent and as an emergency contact with the daycare, the school, and all health professionals. Each parent shall immediately notify the other of any medical emergencies or serious illnesses of the child(ren). Each parent shall, as soon as reasonably possible, notify the other parent of all school or various activities (for example, music or sports) involving parental participation. If a child is taking medications, each parent shall have a sufficient amount of medication and appropriate instructions during their parenting time.

- J. Future Disputes: If the parties develop disputes in the future, they agree to first review the South Dakota Parenting Time Guidelines (UJS-302) to determine if a resolution can be reached.
- K. Relocation: The parties acknowledge that if either of them desire to relocate, they must abide by specific provisions required by law. These provisions can be found at SDCL §§ 25-4A-17-19.
- L. Parenting Course Requirement: Because this stipulation involves issues of custody and parenting time, the parties recognize that they must complete a court-approved parenting course pursuant to SDCL § 25-4A-32. The parties have therefore each filed a certificate of completion or an Affidavit on the Court-Approved Parenting Course with the Clerk of Court within sixty days of the service of the Complaint on the other party.

#### 4. **Child Support.**

- A. The parties agree that \_\_\_\_\_ shall pay child support to \_\_\_\_\_ for the support and maintenance of the minor child(ren) in the amount of \$\_\_\_\_\_ per month, which includes:

**(check all that apply)**

- ☐ Their pro rata share of the health insurance provided by \_\_\_\_\_ for the parties' minor child(ren).
- ☐ Their pro rata share of daycare expenses for the minor child(ren).

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Plaintiff Initials

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Defendant Initials

- ☐ An annualized abatement of \$\_\_\_\_\_ per month in consideration for the months\_\_\_\_\_ has the child(ren) six or more over-nights per month. Pursuant to SDCL § 25-7-6.14, it shall be presumed that the parenting time is exercised for the purposes of the abatement, although if the noncustodial parent does not exercise this extended parenting time, the noncustodial parent is required to repay the abated amount of child support to the custodial parent;
- ☐ A cross-credit calculation for the shared parenting plan, as allowed in SDCL § 25-7-6.27;
- ☐ A deviation of \$\_\_\_\_\_ per month pursuant to SDCL § 25-7-6.10(\_\_\_\_), based on the following facts: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B. Any reasonable medical costs, including optometrist, dental, orthodontic, counseling, or other health care costs for the minor child(ren) which exceed \$250.00 in any year and are not covered by insurance, shall be split between the parents with Plaintiff paying \_\_\_\_\_% and Defendant paying \_\_\_\_\_%. Pursuant to SDCL § 25-7-6.16, the parent with physical custody, which is \_\_\_\_\_, is solely responsible for the first \$250.00 of health care expenses incurred for each child in any calendar year.  
*(This option would not be applicable in shared parenting arrangements.)*

C. The child support calculation is attached to this document and was prepared by the\_\_\_\_\_. (You may want an attorney to calculate child support, or you can determine the support obligation by using the child support calculator provided by the Department of Social Services and found at the [South Dakota Department of Social Services website](https://www.sdsos.gov/child-support-calculator)).

D. The child support obligation shall commence on the 1<sup>st</sup> day of\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Plaintiff Initials

\_\_\_\_\_  
 Defendant Initials

- E. Pursuant to SDCL § 25-5-18.1, the support obligation shall continue until each child attains the age of eighteen or until each child attains the age of nineteen if the child is a full-time student in a secondary school.
- F. The employer of the parent who is required to pay child support shall be immediately directed to withhold amounts for current support and arrearages as specified herein and as provided in SDCL § 25-7A-23 and shall transmit said amount as provided in SDCL § 25-7A-34.
- G. Until otherwise notified by the Department of Social Services – Division of Child Support, all payments shall be made payable to “Division of Child Support” and mailed to:

**Division of Child Support**  
**700 Governor’s Drive**  
**Suite 84 Pierre, SD 57501-2291**

- H. Regarding Health Insurance **(choose one)**:

- ☐ \_\_\_\_\_ shall obtain and/or maintain health insurance coverage for the minor child(ren) if available through employment or other group carrier at a reasonable cost. ☐ **Plaintiff /**  
☐ **Defendant (check one)** shall notify the Department of Social Services of the insurance company name, address, policy number, and the names of persons covered within thirty days of entry of the Judgment and Decree of Divorce. ☐ **Plaintiff /** ☐ **Defendant (check one)** shall also notify the Department of any changes in coverage. ☐ **Plaintiff /**  
☐ **Defendant (check one)** shall also provide the other parent with a card or copy of the health insurance card setting forth the insurance company name, address, policy number and the names of persons covered within thirty days of entry of the Judgment and Decree of Divorce;

**OR**

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Plaintiff Initials

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Defendant Initials

- ☐ Neither parent currently has medical insurance for the minor child(ren). Health insurance shall be provided for the child(ren) by a parent if the insurance is accessible for the child(ren) and available to a parent at reasonable cost. SDCL § 25-7-6.16. The cost shall be apportioned between the parents. *Id.* The parent providing health insurance shall notify the Department of Social Services of the insurance company name, address and policy number and name of persons covered within thirty days and shall also notify the Department of Social Services of any changes in coverage. The parent providing medical insurance shall also provide the other parent with a card or copy of the health insurance card setting forth the insurance company name, address, policy number, and the names of persons covered within thirty days.

5. **Property Division:** The parties agree that the following marital property shall be divided as follows and such division is equitable:

A. Clothing, Personal Effects, Personal Property: Each of the parties shall receive their own clothing, personal effects, and all personal property in their possession, free and clear of any claim from the other, unless otherwise specified herein.

B. Photographs, Memorabilia: The parties agree to equally split the photographs and any special memorabilia acquired during the marriage/relationship within ninety days of execution of this execution. Any expenses incurred in this process shall be mutually agreed upon and split equally between the parties.

C. Plaintiff shall exclusively receive, as their sole and separate property, the following items:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Plaintiff Initials

\_\_\_\_\_  
Defendant Initials

D. Defendant shall exclusively receive, as their sole and separate property, the following items:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

E. Property in Possession of the Other: If Plaintiff has property to be given to Defendant, then Plaintiff shall, within thirty days of execution of entry of this Agreement give to Defendant the following personal property items:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

and Defendant shall, within thirty days of execution of this Agreement, give to Plaintiff the following personal property items:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

F. Checking and Savings Accounts: It is acknowledged by the parties, that they have divided their bank accounts, including checking and/or savings accounts. Each party shall maintain exclusive ownership of the cash balance in their individual accounts, without by any claims from the other party. Furthermore, any joint accounts that remain, shall be promptly closed and the funds shall be divided equally between the parties.

\_\_\_\_\_  
Plaintiff Initials

\_\_\_\_\_  
Defendant Initials

G. Tax Consequences: The parties agree that the above transfers of property between them are tax-free under the Internal Revenue Code § 1041, and both agree not to take any inconsistent position on their tax returns filed after this Agreement is signed.

6. **Debt Division**: The parties agree the following marital debt of the parties shall be divided as follows: *(list all debts and outstanding balances incurred by one or both parties: credit cards, bank loans, personal loans, vehicle loans, outstanding monthly bills, student loans, medical bills, etc.):*

A. Plaintiff shall be solely responsible for and take over the following debts:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

B. Defendant shall be solely responsible for and take over the following debts:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

C. Unless otherwise provided for herein, each of the parties shall be solely responsible for any debts they incur from the date of signing of this Agreement. Each party agrees not to incur any debt or liability that could potentially hold the other party, their property, or estate responsible in the future.

\_\_\_\_\_  
Plaintiff Initials

\_\_\_\_\_  
Defendant Initials

- D. Unless stated otherwise, any unpaid debts from the marriage not covered in this document will be the responsibility of the person who incurred them. Each party agrees to protect the other from any liability for these debts.
- E. Unless stated otherwise, each party promises to protect the other from any debts or liabilities they individually owe or will owe in the future. Each party will promptly apply to have the debts they are responsible for officially transferred or assumed by them, so the other party is released from responsibility. However, neither party can guarantee that creditors will agree to release them from liability. If a creditor denies the release, both parties will continue to apply for it periodically.

7. As set forth above, the party receiving the property or debt listed in this agreement shall assume receipt commencing on the date of this Agreement. Further, the party receiving the asset or debt obligation, shall remove the other party's name from it within \_\_\_\_\_ days from entry of the Judgment and Decree of Divorce. The other party shall also cooperate in transferring titles to the party receiving the asset(s) once their name is removed.

8. In respect to equalizing the property distribution, the parties agree **(check one)**:

- ☐ That ☐ Plaintiff / ☐ Defendant **(check one)** shall pay to the other the amount of \$\_\_\_\_\_ to equalize the property/debt distribution within \_\_\_\_\_ days of entry of the Judgment and Decree of Divorce;

**OR**

- ☐ That the allocation of personal property and debt is equitable, and no amount is necessary to equalize the distribution.

9. **Real Property (house, land or buildings):**

- ☐ The parties have no real property (*check if applicable and then proceed to #10*).
- ☐ The parties have an interest in the following real property:

A. Physical Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Plaintiff Initials

\_\_\_\_\_  
Defendant Initials

B. Legal description (obtained from a document such as a Warranty Deed, Mortgage or Title Insurance):

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C. Regarding the property, the parties agree (**check one**):

- ☐ That the ☐ **Plaintiff** / ☐ **Defendant** (**check one**) will receive the house/land and all the fixtures therein and/or the improvements thereon. The parties agree that the amount of equity in the real estate is \$\_\_\_\_\_.  
(Value - Debt(s) = Equity)  
The party receiving the real estate shall pay \$\_\_\_\_\_ to the other to equalize this division within\_\_\_\_\_ days of entry of the Judgment and Decree of Divorce. If there is a mortgage(s) or other joint debt encumbering the real estate, the person receiving the property shall remove the other party's name from the mortgage(s) within\_\_\_\_\_ days of entry of the Judgment and Decree of Divorce. The person receiving the property has consulted a lender and received pre-approval to refinance. The party not receiving the real property shall cooperate in the release or refinancing and shall sign a quit claim deed releasing all interest in the property to the other party.

**OR**

- ☐ The parties agree that the house/land and all the fixtures therein and/or the improvements thereon shall be listed for sale by \_\_\_\_\_, 20\_\_\_\_ with a realtor, on an active multiple listing service, for fair market value. The parties shall mutually agree upon a realtor, and both shall cooperate with signing the appropriate documents. Unless the parties otherwise agree, the parties shall accept a minimum offer for fair market value. While the sale is pending, ☐ **Plaintiff** / ☐ **Defendant** / ☐ **Not Applicable** (**check one**) shall have exclusive possession of the marital home if they do not commit waste thereto. Commencing \_\_\_\_\_, 20\_\_\_\_, the parties

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Plaintiff Initials

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Defendant Initials

agree that ☐ **Plaintiff** / ☐ **Defendant** / ☐ **Not Applicable (check one)** shall be responsible for the mortgage payments, which payments include taxes and insurance, normal maintenance, as well as payment of utility bills associated with the marital home. The parties further agree that the net proceeds of the sale of the home shall be divided with Plaintiff receiving \_\_\_\_\_% and Defendant receiving \_\_\_\_\_%. Additionally, any monies refunded to the parties from any escrow account shall be divided between the parties with Plaintiff receiving \_\_\_\_\_% and Defendant receiving \_\_\_\_\_%. The parties agree, if they are not able to file a joint return, ☐ **Plaintiff** / ☐ **Defendant (check one)** shall claim the real estate taxes on their 20 \_\_\_\_\_ income tax return and ☐ **Plaintiff** / ☐ **Defendant (check one)** shall claim the mortgage interest on their 20 \_\_\_\_\_ income tax return.

10. **Investments and Retirement Funds and Pension Plans:** Retirement and investments may be considered marital property and must be considered when dividing the marital assets between the parties. There are additional legal documents necessary to accomplish a transfer of certain retirement and investment accounts and you are strongly advised to consult an attorney if you are dividing such property.

A. The parties agree (**check the appropriate box**):

- ☐ Each party specifically waives any and all claims, if any, to the other's 401K, IRA, stock options, retirement, pension, and profit-sharing accounts and benefits, whether such claim is known or unknown, contingent or vested, or now owing or will become owing to the other party in the future. It is the intent and purpose of the parties hereto by this provision to waive any entitlement to the 401K, IRA, stock options, pension, retirement, and/or annuity benefits of the other party, including both present and future benefits;

**OR**

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Plaintiff Initials

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Defendant Initials

☐ Effective the date this Agreement is signed by both parties, the Plaintiff shall receive the following investments and retirement accounts (list the current value of each): \_\_\_\_\_

\_\_\_\_\_ and;

Effective the date this Agreement is signed by both parties, the Defendant shall receive the following investments and retirement accounts (list the current value of each): \_\_\_\_\_

\_\_\_\_\_

B. The parties recognize that, unless otherwise provided herein, they have been advised to change any designation of their spouse as the beneficiary of any policy governed by ERISA, to include life insurance policies or employee benefit plans.

11. **Life Insurance.** Life insurance policies, particularly the cash value of some policies, may be considered marital property and should be considered when dividing the marital assets. Thus, the parties agree **(check one)**:

☐ The parties do not have any life insurance policies to distribute;

**OR**

☐ The parties agree to the allocation of the life insurance policies as follows:

Plaintiff shall receive the following (term/whole life) life insurance policy(ies) and shall be responsible for any premium associated with said policy:

\_\_\_\_\_  
\_\_\_\_\_

Defendant shall receive the following (term/whole life) life insurance policy(ies) and shall be responsible for any premium associated with said policy:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Plaintiff Initials

\_\_\_\_\_  
Defendant Initials

12. **Military Benefits (check one)**

☐ **(If applicable, check one or both)** ☐ **Plaintiff** / ☐ **Defendant** confirms they are not currently a member of the military service of the United States of America as defined by the Soldier and Service Member's Civil Relief Act of 1940.

**OR**

☐ **(If applicable check one or both)** ☐ **Plaintiff** / ☐ **Defendant** was a member of the military (includes the National Guard and Reserves) during the marriage. Accordingly, the other party may be entitled to, as a former spouse of a service member, specific benefits depending on the length of the marriage and the amount of time the service member spouse spent in the military during the marriage. Benefits may include, if you qualify, retirement pay, military health care, commissary privileges and base facility benefits. There are state and federal laws that come into play; i.e. the Uniformed Services Former Spouses' Protection Act, and the Survivor Benefit Plan. There are numerous and complicated laws, and it is advised that you seek legal advice and/or assistance from the Defense Finance and Accounting Service to understand and protect all benefits you may be entitled to. When receiving retirement pay, you need to consult legal counsel regarding the "disposable retired pay" and the importance of disability pay in lieu of retired pay. Also, an Order dividing benefits must be timely received by the Defense Finance and Accounting Service and, if necessary, an Order requiring Survivors Benefit Protection (SBP).

If the Plaintiff or Defendant or both are members of the military service, past or present, please list branch of service, rank at the time of retirement, the specific years that they were in service (ex. 1992–2004) and the specific years of service during marriage (ex. 1994-2004): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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Plaintiff Initials

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Defendant Initials

In respect to military benefits of the service member, the parties agree as follows:

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**13. Alimony (Spousal Support).** Please check the appropriate box and fill in the appropriate blanks. *(You are strongly encouraged to consult with an attorney before completing this section):*

☐ \_\_\_\_\_ shall receive alimony in the sum of \$\_\_\_\_\_ each month beginning the 1<sup>st</sup> of \_\_\_\_\_, 20\_\_\_\_ for the following duration:

☐ A period of \_\_\_\_\_ months; or

☐ Until remarriage of the person receiving alimony or death of either party.

**OR**

☐ No alimony of any kind shall be granted to either party. Both parties waive any right they may have to alimony and accepts this Agreement (with Minor Children) in full and final satisfaction of all marital claims.

**14. Income Tax Returns.** The parties agree to share historical accounting and tax information, documents and records with the other as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years. The parties agree:

☐ File a joint tax return if possible for the \_\_\_\_\_ tax year, if allowed by law, and share the expenses and tax liability or refund as follows: \_\_\_\_\_ % to Plaintiff and \_\_\_\_\_ % to Defendant;

**OR**

☐ File as single persons for the \_\_\_\_\_ tax year. Starting with the tax year that the Judgment and Decree of Divorce is signed, the parties shall file as single persons on their IRS returns and every year thereafter.

The parties further agree that the minor child(ren) shall be claimed as dependents on their individual tax returns as follows: \_\_\_\_\_

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Plaintiff Initials

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Defendant Initials

15. **Former Name.** If one party would like their maiden name or former name restored to them, complete this section: *(Leave section blank if not applicable)*
- ☐ Plaintiff / ☐ Defendant (**check one**), presently known as \_\_\_\_\_ and whose date of birth is \_\_\_\_\_, will be restored to their full former or maiden name of: \_\_\_\_\_ in any Judgment and Decree of Divorce issued herein and will be known hereafter as: \_\_\_\_\_

16. **Other Agreements Not Covered Previously.**

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17. **Attorney's Fees.** *(Check one if appropriate and fill in where necessary):*
- ☐ Each party shall be solely responsible for their own attorney fees, costs and expenses incurred in this proceeding.

**OR**

- ☐ \_\_\_\_\_ will pay the sum of \$\_\_\_\_\_ towards the attorney fees, costs and expenses of their spouse within \_\_\_\_\_ days of entry of the Judgment and Decree of Divorce.

18. **Address.** Until all provisions herein are satisfied, the parties agree that each will promptly notify the other of any change of address and/or telephone number.

19. **Other Documents.** The parties shall, at any and all times upon request by the other party or their legal representative, make, execute, and deliver any and all such other and further documents as necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, without charge therefor.

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Plaintiff Initials

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Defendant Initials

**20. Grounds.** The parties mutually understand that a divorce shall be granted to both parties on the grounds of irreconcilable differences, per SDCL § 25-4-17.3. The parties have executed a Statement of Plaintiff and Defendant as to Jurisdiction and Grounds for Divorce and understand the Court may grant the divorce without requiring personal appearances of the parties. If the Court decides to grant a Judgment and Decree of Divorce, the parties agree that this Agreement shall be presented to the Court without further notice. In the event the Court does not accept and approve all terms and provisions of this Agreement, then the same shall be null and void and no Judgment and Decree of Divorce may be entered by default in favor of either party without prior notice to either party.

**21. Interference.** The parties hereafter shall live separate and apart. Each party shall be free from interference, authority or control, direct or indirect, of the other party. The parties agree not to molest, annoy, harass, stalk, or interfere with each other in any aspect of their personal or professional lives.

**22. Enforcement.** The parties agree this Agreement shall be binding upon them until otherwise mutually agreed or otherwise ordered by the Court. Upon any violation of the terms of this Agreement, or if one party determines modifications are necessary without consent of the other party, each shall be free to petition the Court to have this Agreement modified/enforced in accordance with the law.

**23. Release of Inheritance Rights.** Unless otherwise specified herein, each party releases all rights to shares in the estate of the other or shares in the estate of the parents of the other, or to serve as personal representative or administrator of the estate of the other, except only as specified by will or codicil to will executed after the date of this Agreement.

**24. Modification and Waiver.** Any modification/waiver of any provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement and approved by the Court. The failure of either party to insist upon strict performance of any of the provisions shall not be construed as waiver of any subsequent default of the same or similar nature.

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Plaintiff Initials

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Defendant Initials

**25. Partial Invalidity.** If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

**26. Titles.** The paragraph captions contained herein are inserted for convenience and descriptive purposes only and do not constitute a part of this Agreement.

**27. Conflict of Laws.** This Agreement shall be construed in accordance with the substantive laws of the State of South Dakota.

**28. Waiver and Incorporation.** The parties waive notice of trial, notice of hearing, findings of fact and conclusions of law and consent to the entry of a Judgment and Decree of Divorce without further notice, upon the Court's determination that there is a just cause for divorce. It is further stipulated and agreed by and between the parties that all provisions of this Agreement shall be incorporated by reference into any Judgment and Decree of Divorce which may be issued herein.

**29. Written Memorandum.** This Agreement contains the entire understanding of the parties who hereby acknowledge there have been and are no representations, warranties, covenants or understandings other than those expressly set forth herein.

**30. Ratification.**

A. This Agreement was made and entered into with the full knowledge of both parties, and they have read the entire document and have signed the same of their own free will and accord.

B. The parties represent to the Court that each acknowledges the importance of consulting separate, independent legal counsel as well as a tax expert prior to the execution of this Agreement. The parties acknowledge that it is a legal document and binding upon them.

C. Each party promises and guarantees to the other: (a) they have fully disclosed the existence of and value of all assets and debts in which they have any interest whatsoever; and (b) the assets and debt set forth and identified herein constitutes all the property of the parties, whether owned jointly or by either of them individually, or in conjunction with a third party; and (c) the full and frank disclosure of all assets and liabilities by both parties is an essential and material element of the consideration of this Agreement.

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Plaintiff Initials

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Defendant Initials

*I declare under penalty of perjury under the law of South Dakota that the foregoing  
is true and correct.*

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.  
(Date) (Month) (Year) (City or other location, and State)

\_\_\_\_\_  
Plaintiff Signature

\_\_\_\_\_  
Plaintiff Printed Name

\_\_\_\_\_  
Plaintiff Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

*I declare under penalty of perjury under the law of South Dakota that the foregoing  
is true and correct.*

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.  
(Date) (Month) (Year) (City or other location, and State)

\_\_\_\_\_  
Defendant Signature

\_\_\_\_\_  
Defendant Printed Name

\_\_\_\_\_  
Defendant Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

## INSTRUCTIONS AND FORM ON STATEMENT OF COURT APPROVED PARENTING COURSE

These forms are related to specific South Dakota Codified Laws (SDCL) concerning divorce matters. You can find these laws on the South Dakota Legislature website. If you have any legal questions, it is highly recommended that you consult with an attorney. Court staff are unable to provide legal advice or assist with form completion. For specific questions related to the forms, you can also contact the Legal Form Help Line at 1-855-784-0004 or email UJS staff at [ujssrlhelp@ujss.state.sd.us](mailto:ujssrlhelp@ujss.state.sd.us). Remember that legal matters are better addressed by professionals who specialize in this field.

### **IMPORTANT NOTICES:**

1. In order for a final decree or order to be entered in a case involving child custody or parenting time a parenting course is required to be completed by both parties within sixty days of service of a summons, complaint, petition, motion, or other request concerning child custody.
2. Participation in the course may be waived if good cause is shown, or there has been completion of a court-approved course within the past five years.
3. More information and a list of court-approved parenting classes can be found on the [South Dakota Unified Judicial website](#).
4. The following form should only be completed if you are requesting to waive the Parenting Course Requirement.

### **To complete this form, you will need to:**

1. Complete the caption by filling in the name of the county you are filing in, the judicial circuit number, and list the names of the parties as they appear on the Summons and Complaint.
2. Fill in your name on the first line provided as you are the Petitioner.
3. Number 2 – Check mark one or both boxes depending on what fits your case.
4. Number 3 – Check mark A, B, or C.
  - a) Option A – can be marked if you have completed a court-approved parenting course within the past five years.
  - b) Option B – can be marked if you are seeking to waive the parenting course requirement with good reason for the request.
  - c) Option C – can be marked if you are seeking additional time (more than sixty-day requirement) to complete the parenting course and reason for the delay.
  - d) Date, Sign, and file with the Clerk of Court.

STATE OF SOUTH DAKOTA

IN CIRCUIT COURT

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ JUDICIAL CIRCUIT

|                                                                 |                                                                                                 |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <p>_____<br/>Plaintiff</p> <p>v.</p> <p>_____<br/>Defendant</p> | <p>Case No.: _____</p> <p><b>STATEMENT ON COURT-APPROVED<br/>PARENTING COURSE AND ORDER</b></p> |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------|

I, \_\_\_\_\_, the Petitioner, hereby swear under oath and penalty of law that the following is true to the best of my knowledge and belief:

1. I am a party to the above-captioned action.
2. The above-captioned action involves (**check one or both**) ☐ child custody/ ☐ parenting time issues, it is not a protection order proceeding, and does not terminate parental rights.
3. I \_\_\_\_\_, the Petitioner (**check A, B, or C**)

☐ A – Have completed a court-approved parenting course within the last five years. I have attached proof of completion to this Affidavit.

☐ B – Seek to waive the court requirement for the following reason (*check one*):

☐ The other party has not responded within the required timeframe.

**OR**

☐ Other: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

☐ C – Seek to delay the court requirement until \_\_\_\_\_ days after the ☐ summons,

☐ petition, or ☐ motion (**check one**) is/was served for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I understand that if the course requirement is waived or delayed by the Court, the Court may order that I receive the course information in an alternative format.
5. I further understand that a final decree shall not be granted or a final order in this matter shall not be entered until both parties have complied with the parenting course requirement, unless the Court waives or delays the participation in the Court for good cause.

*I declare under penalty of perjury under the law of South Dakota that the foregoing is true and correct. Signed on the* \_\_\_\_\_ *day of* \_\_\_\_\_, \_\_\_\_\_ *at*  
(Date) (Month) (Year)  
\_\_\_\_\_.  
(City or other location, and State)

\_\_\_\_\_  
Petitioner Signature

\_\_\_\_\_  
Petitioner Name

\_\_\_\_\_  
Petitioner Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

## **ORDER**

The Petitioner having moved this Court to waive or delay the parenting requirement or having completed a court-approved parenting course within the last five years, and the Court having reviewed and considered said request the Court determines that it is hereby:

☐ ORDERED that the petitioner's proof of completion of a court-approved parenting course is:

☐ DENIED      ☐ GRANTED

☐ ORDERED that the request made by the Petitioner to waive the parenting course requirement is hereby:

☐ DENIED      ☐ GRANTED

☐ ORDERED that the request made by the Petitioner to delay the court required parenting course requirement is hereby:

☐ DENIED      ☐ GRANTED

\_\_\_\_\_  
Circuit Court Judge

Attest:

\_\_\_\_\_  
Clerk of Court

\_\_\_\_\_  
Deputy Clerk

(Seal)

## INSTRUCTIONS AND FORM FOR FINANCIAL STATEMENT

If you have any legal questions while completing this form, it is highly recommended that you consult with an attorney. Court staff are unable to provide legal advice or assist with form completion. For specific questions related to the forms, you can also contact the Legal Form Help Line at 1-855-784-0004 or email UJS staff at [ujssrlhelp@ujss.state.sd.us](mailto:ujssrlhelp@ujss.state.sd.us).

### To complete this form, you will need to:

- 1) Plaintiff and Defendant each will need to complete their own Financial Statement.
- 2) Complete the caption by filling in the name of the county you are filing in, the judicial circuit number, name of the Plaintiff and Defendant on the lines provided, case filing number, and check if you are the Plaintiff or Defendant. The Clerk will provide you with a case number at the time of filing. You can find your circuit number on the [Unified Judicial System Website](#).
- 3) Provide your full name on the first line provided.
- 4) **Number 1 Monthly Income** (a through g) – Enter your gross monthly income for any income you receive.
- 5) **Number 2 Employment** – Indicate your employment status.
- 6) **Number 3 Monthly Expenses** (a through g) – Enter your monthly expenses (housing, utilities, food, ect.), and the average cost of that expense.
- 7) **Number 4 Annual Income** (a and b) – Enter your annual income before taxes in box (a) and your annual income after taxes in box (b).
- 8) **Number 5 Anticipated Income** – List any anticipated income, such as income from the sale of a house, land, gifts, inheritances, ect., you are expecting to receive.
- 9) **Number 6 Dependents** – List the number of dependents, if any, that you have.
- 10) **Number 7 Insurance** (a through e) - Indicate if you have insurance and if so the name, monthly cost for just you, monthly cost for you and your child(ren), if applicable, and all names of persons covered under the insurance.
- 11) **Number 8 Assets** (a through k) – list the total fair market value of any asset that you may have.
- 12) **Number 9 Liabilities** (a through j) - Number 19 is your total monthly deductions.
  - a) List the name of who you owe money to;
  - b) The total outstanding balance; and
  - c) Your monthly payment of the liability.
- 13) **Number 10 Childcare Costs** (a through g) – Indicate if you incur childcare cost, and if yes, complete line items a through g.
- 14) **Number 11 Benefits** (a and c) – Indicate if you receive any benefits such as social security or veteran benefits that are provided to the child(ren). If yes list the amount and which parent receives the payment for the child(ren)
- 15) Sign and date.

COUNTY OF \_\_\_\_\_ JUDICIAL CIRCUIT

|                                                        |                                                                                                                                                                                                              |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| _____<br>Plaintiff<br><br>v.<br><br>_____<br>Defendant | Case No.: _____<br><br><p style="text-align: center;"><b>FINANCIAL STATEMENT</b></p> <p style="text-align: center;"> <input type="checkbox"/> PLAINTIFF<br/> <input type="checkbox"/> DEFENDANT         </p> |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

I, \_\_\_\_\_, an above-named party, hereby state under penalty of law that the following is true pursuant to SDCL 18-7-6.

### 1) Monthly Income

|    |                                                                                                       | Per Month Amount                                                           |
|----|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| a) | (If employed) My monthly take home pay is:                                                            | \$ _____                                                                   |
| b) | My pension, retirement, disability, veterans, social security, or insurance payments I receive total: | \$ _____                                                                   |
| c) | My rental income, interest, dividends, royalties, or other gains is:                                  | \$ _____                                                                   |
| d) | I receive unemployment insurance and workers compensation benefits of:                                | \$ _____                                                                   |
| e) | Do you receive Public Assistance? If Yes, list which type(s) you receive and the total amount: _____  | <input type="checkbox"/> Yes    or <input type="checkbox"/> No<br>\$ _____ |
| f) | Gain from sale, trade or conversion of capital assets is:                                             | \$ _____                                                                   |
| g) | Other income (including spousal support) is: Explain: _____                                           | \$ _____                                                                   |
| →  | <b>TOTAL MONTHLY INCOME (add columns a-g)</b>                                                         | \$ _____                                                                   |

### 2. Employment (Check One)

I am (check one) ☐ Employed    ☐ Unemployed    ☐ Self-Employed

- 3) **Monthly Expenses** – Housing, utilities, insurance, food, etc. List the items you pay and what you pay/your share of pay you are responsible for.

|                                                                   | Monthly Payment |
|-------------------------------------------------------------------|-----------------|
| a)                                                                | \$              |
| b)                                                                | \$              |
| c)                                                                | \$              |
| d)                                                                | \$              |
| e)                                                                | \$              |
| f)                                                                | \$              |
| g)                                                                | \$              |
| <b>TOTAL MONTHLY EXPENSES</b> (add all monthly payments together) | \$              |

- 4) **Annual Income** **Yearly**

|                                                      |    |
|------------------------------------------------------|----|
| My total income before deductions for last year was: | \$ |
| My total income after deductions last year was:      | \$ |

- 5) **Anticipated Income**

|                                                                                                                   |    |
|-------------------------------------------------------------------------------------------------------------------|----|
| Total monies or income from sale of house or land, gifts, inheritance, allotments, trust funds, lease money, etc. | \$ |
|-------------------------------------------------------------------------------------------------------------------|----|

- 6) **Dependents**

|                                                              |  |
|--------------------------------------------------------------|--|
| Including myself, I have the following number of dependents. |  |
|--------------------------------------------------------------|--|

- 7) **Insurance**

|    |                                                                                                                                                                         |                                                             |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| a) | Do you have health insurance available for dependents through your employer, Yes or No. If you provide health or dental care for your child(ren) complete this section. | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| b) | Name of the health and/or dental insurance<br>_____                                                                                                                     |                                                             |
| c) | Total monthly cost for the employee only:                                                                                                                               | \$                                                          |
| d) | Total monthly cost for the employee and child(ren):                                                                                                                     | \$                                                          |
| e) | Persons covered under the policy: _____<br>_____                                                                                                                        |                                                             |

- 8) **Assets** **Value**

|    |                                                                      |    |
|----|----------------------------------------------------------------------|----|
| a) | Cash on hand/in the bank                                             | \$ |
| b) | Accounts and notes receivable (IOU's and other money payable to me)  | \$ |
| c) | Investments (stocks, bonds, savings bonds, CD's, money market, ect.) | \$ |
| d) | Retirement Account Balance                                           | \$ |

|                                                                 |                                                                                                                                                           |    |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| e)                                                              | Real estate (house, land, tribal lease land, rental property, ect.)                                                                                       | \$ |
| f)                                                              | Automobile(s) <i>(list the make model and year on the lines. If multiple vehicles, add the value of all vehicles for the total value.)</i> _____<br>_____ | \$ |
| g)                                                              | Recreational vehicles (boats, campers, ATV's ect.)                                                                                                        | \$ |
| h)                                                              | Household goods (furniture, appliance, TV, ect.)                                                                                                          | \$ |
| i)                                                              | Other personal property (tools, sports, equipment, jewelry, etc.)                                                                                         | \$ |
| j)                                                              | Value of business if business owner                                                                                                                       | \$ |
| k)                                                              | Any other assets (anything else I could sell or borrow money on)                                                                                          | \$ |
| <b>Total Value of Assets (Add value of columns a through k)</b> |                                                                                                                                                           | \$ |

- 9) **Liabilities** – (Money that you owe for any vehicle, mortgage, student or personal loans, credit cards, medical bills, ect.)

| Name- who you owe  |  | Outstanding balance                                  | Monthly payment                                  |
|--------------------|--|------------------------------------------------------|--------------------------------------------------|
| a)                 |  | \$                                                   | \$                                               |
| b)                 |  | \$                                                   | \$                                               |
| c)                 |  | \$                                                   | \$                                               |
| d)                 |  | \$                                                   | \$                                               |
| e)                 |  | \$                                                   | \$                                               |
| f)                 |  | \$                                                   | \$                                               |
| g)                 |  | \$                                                   | \$                                               |
| h)                 |  | \$                                                   | \$                                               |
| i)                 |  | \$                                                   | \$                                               |
| j)                 |  | \$                                                   | \$                                               |
| <b>Total Debts</b> |  | \$ _____<br>(combined total of outstanding balances) | \$ _____<br>(combined total of monthly payments) |

10) Childcare Costs

|    |                                                                                                                      |                                                          |
|----|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| a) | Do you incur childcare costs because of employment, job search, training, or education? If es complete this section. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b) | Name of the childcare provider: _____                                                                                |                                                          |
| c) | Number of children receiving childcare:                                                                              |                                                          |
| d) | Names of child(ren) receiving childcare: _____<br>_____<br>_____                                                     |                                                          |
| e) | Total amount of childcare costs per month?                                                                           | \$                                                       |

|    |                                                                                     |                                                                |
|----|-------------------------------------------------------------------------------------|----------------------------------------------------------------|
| f) | Do you receive assistance for childcare? If yes, how much do you receive per month? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>\$ |
| g) | Do you claim the Federal Childcare Tax Credit?                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No       |

11) **Benefits**

|    |                                                                                                                                            |                                                          |
|----|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| a) | Are any Social Security or Veteran's Benefits provided to a child(ren) of the parties due to retirement, disability, or other eligibility? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b) | If yes, how much is received each month?                                                                                                   | \$                                                       |
| c) | Name which parent receives the payment for the child(ren)?<br>Name: _____                                                                  |                                                          |

I declare under penalty of perjury under the law of South Dakota that the foregoing is true and correct.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, South Dakota  
Month City or other location

By: ☐ Plaintiff ☐ Defendant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

## INSTRUCTIONS FOR CHILD SUPPORT ORDER FILING DATA FORM (UJS/DSS FORM 089)

**PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY. COMPLETE ALL SECTIONS OF THIS FORM AND FILE THE FORM WITH THE CLERK OF COURT'S OFFICE IN WHICH YOUR CASE IS BEING HANDLED.**

As a result of federal welfare reform, *effective October 1, 1998*, new procedures apply to child support cases in South Dakota. The most significant changes are:

- ➡ The Department of Social Services will be the central case registry for the state.
- ➡ The Department of Social Services will be the central payment center for the state and will handle all disbursements.
- ➡ Your failure to update certain information on file with the Department of Social Services and the court, by using this Child Support Order Filing Data Form, can have serious legal consequences regarding your legal right to be notified of enforcement actions regarding your child support obligations.

### INSTRUCTIONS

1. Upon entry of any new or modified court order for child support, the parties in the case must personally, or through their attorney, file a completed Child Support Order Filing Data Form with the clerk of court.
2. Whenever any information on the form changes (for example, you change jobs or place of residence), you must complete a new form and file it with the clerk of court's office.

**PLEASE NOTE:** You are responsible for ensuring that all information is accurate and current. If you fail to keep the information current, you may be served with future notices and orders of enforcement actions regarding your child support obligation at the last residential or employer address provided. Failure to appear in court when so notified may result in a default judgment being entered against you.

3. If a protection order for domestic violence against a spouse or abuse of a child is in effect (whether temporary or permanent), check the appropriate box on the form and attach a copy of the order to the form.
4. Keep the pink copy for your records and file the white and yellow copies with clerk of court.

**THIS FORM WILL BE TREATED AS A CONFIDENTIAL DOCUMENT BY THE COURT (This means the information will not be released to the public as defined by SDCL 15-15A-2(1)-(3)).**

**CONFIDENTIAL  
FORM**Original Court Order  
Modification Order  
Information Change  
Change of Venue\_\_\_\_\_  
(Docket Number)  
Date \_\_\_\_\_ Clerk Initials \_\_\_\_\_**Child Support Order Filing Data***Please type or print information on form.*

| PLAINTIFF/PETITIONER<br>(Check one)             | DEFENDANT/RESPONDENT<br>(Check one)             |
|-------------------------------------------------|-------------------------------------------------|
| Name: _____                                     | Name: _____                                     |
| SSN: _____ SEX: M F                             | SSN: _____ SEX: M F                             |
| Driver's License # : _____                      | Driver's License # : _____                      |
| Date of Birth: _____ Race: _____                | Date of Birth: _____ Race: _____                |
| Residential Address: _____                      | Residential Address _____                       |
| _____                                           | _____                                           |
| Mailing Address (if different from above) _____ | Mailing Address (if different from above) _____ |
| _____                                           | _____                                           |
| Phone No. _____                                 | Phone No. _____                                 |
| Attorney Name _____                             | Attorney Name _____                             |
| Attorney Phone No. _____                        | Attorney Phone No. _____                        |
| Employer _____                                  | Employer _____                                  |
| Employer Address _____                          | Employer Address _____                          |
| _____                                           | _____                                           |
| Employer Phone No. _____                        | Employer Phone No. _____                        |
| Second Employer _____                           | Second Employer _____                           |
| Second Employer Address _____                   | Second Employer Address _____                   |
| _____                                           | _____                                           |
| Second Employer Phone No. _____                 | Second Employer Phone No. _____                 |

Full names, sex of child, dates of birth, and social security numbers of the children involved in this proceeding (if more than six, write on back of form):

|       |            |            |                            |
|-------|------------|------------|----------------------------|
| _____ | SEX: M / F | DOB: _____ | SSN: _____ - _____ - _____ |
| _____ | SEX: M / F | DOB: _____ | SSN: _____ - _____ - _____ |
| _____ | SEX: M / F | DOB: _____ | SSN: _____ - _____ - _____ |
| _____ | SEX: M / F | DOB: _____ | SSN: _____ - _____ - _____ |
| _____ | SEX: M / F | DOB: _____ | SSN: _____ - _____ - _____ |

Is a protection order for domestic violence against a spouse or abuse of a child currently in effect?

☐ Yes    ☐ No    ☐ Unknown    **If yes, please attach a copy of the order.**

I certify that the above information is true and accurate concerning ☐ Plaintiff/Petitioner or ☐ Defendant/Respondent and is accurate to the best of my knowledge as to the other party, or is unavailable. The information is unavailable because \_\_\_\_\_

\_\_\_\_\_

I hereby certify that the information required by SDCL 25-7A-56.7 is not available.

\_\_\_\_\_  
Circuit Judge\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

## INSTRUCTIONS FOR STATEMENT OF PLAINTIFF AND DEFENDANT AS TO JURISDICTION AND REASON FOR DIVORCE AND FORM

These forms are related to specific South Dakota Codified Laws (SDCL) concerning divorce matters. You can find these laws on the South Dakota Legislature website. If you have any legal questions, it is highly recommended that you consult with an attorney. Court staff are unable to provide legal advice or assist with form completion. For specific questions related to the forms, you can also contact the Legal Form Help Line at 1-855-784-0004 or email UJS staff at [ujssrlhelp@uds.state.sd.us](mailto:ujssrlhelp@uds.state.sd.us).

### **IMPORTANT NOTICE:**

- This Statement establishes jurisdiction and grounds for divorce in which the Court may grant a divorce without requiring their personal appearance. Although this Statement can be used to help waive a court hearing, **the Judge presiding over your case may still require one.**
- In South Dakota, to use irreconcilable differences as the reason for divorce both parties must agree. Additionally, the Plaintiff must be a resident of the State of South Dakota when the divorce is started. This Statement confirms those facts for the Court.
- This form shall be completed once the Stipulation and Settlement Agreement has been signed by both parties.

### **To complete this form, you will need to:**

- Complete the caption by filling in the name of the county you are filing in, the judicial circuit number, Plaintiff and Defendant's names.
  - The Clerk of Court will provide you a case number at the time of filing.
  - Your judicial circuit can be found on the South Dakota Unified Judicial website.
- Plaintiff and Defendant will need to sign and date.
- Once signed it will need to be filed with the Clerk of Court.
- If the Defendant refuses to sign this form, the Plaintiff should still file this Statement with only their signature.

STATE OF SOUTH DAKOTA

IN CIRCUIT COURT

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ JUDICIAL CIRCUIT

|                                                                 |                                                                                                                              |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <p>_____<br/>Plaintiff</p> <p>v.</p> <p>_____<br/>Defendant</p> | <p>Case No.: _____</p> <p><b>STATEMENT OF PLAINTIFF AND<br/>DEFENDANT AS TO JURISDICTION<br/>AND GROUNDS FOR DIVORCE</b></p> |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|

The above-named Plaintiff and Defendant, being first duly sworn upon their oath, depose and state as follows:

1. That they are the Plaintiff and the Defendant in the above-entitled divorce action.
2. This Statement is made pursuant to the provisions of SDCL § 25-4-17.3 so that the divorce may be granted without requiring the personal appearance by either party in Court.
3. Pursuant to SDCL § 24-4-30, the Plaintiff, at the time of the commencement of this divorce action was a bona fide resident of \_\_\_\_\_ County in the State of South Dakota (or stationed in the State of South Dakota while a member of the armed services)
4. Plaintiff and Defendant agree by signing this Statement that there are irreconcilable differences between the parties which the parties cannot repair to save the marriage. Both parties' consent to the Court's entry of a Judgment and Decree of Divorce to both parties on the grounds of irreconcilable differences.
5. A written Stipulation and Settlement Agreement (with Minor Children) has been entered into between the Plaintiff and the Defendant setting forth the terms and conditions of the division of property and other matters. The Agreement is presented to the Court with this Statement.
6. Both parties authorize the immediate presentation of the Stipulation and Settlement Agreement (with Minor Children), this Statement of Jurisdiction and Ground for Divorce and the proposed Judgment and Decree of Divorce to the Court and respectfully request the Court to consider the same without need for any noticed hearing or trial. The Parties further waive the entry of formal Findings of Fact and Conclusions of Law.

*I declare under penalty of perjury under the law of South Dakota that the foregoing is true and correct. Signed on the \_\_\_\_\_ day of \_\_\_\_\_ ,*  
(Date) (Month)  
\_\_\_\_\_, *at* \_\_\_\_\_ .  
(Year) (City or other location, and State)

\_\_\_\_\_  
Plaintiff Signature

\_\_\_\_\_  
Plaintiff Name

\_\_\_\_\_  
Plaintiff Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

*I declare under penalty of perjury under the law of South Dakota that the foregoing is true and correct. Signed on the \_\_\_\_\_ day of \_\_\_\_\_ ,*  
(Date) (Month)  
\_\_\_\_\_, *at* \_\_\_\_\_ .  
(Year) (City or other location, and State)

\_\_\_\_\_  
Defendant Signature

\_\_\_\_\_  
Defendant Name

\_\_\_\_\_  
Defendant Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

**INSTRUCTIONS AND FORM FOR JUDGMENT AND DECREE OF DIVORCE**  
**(STIPULATION AND AGREEMENT WITH MINOR CHILDREN)**

These forms are related to specific South Dakota Codified Laws (SDCL) concerning divorce matters. You can find these laws on the South Dakota Legislature website. If you have any legal questions, it is highly recommended that you consult with an attorney. Court staff are unable to provide legal advice or assist with form completion. For specific questions related to the forms, you can also contact the Legal Form Help Line at 1-855-784-0004 or email UJS staff at [ujssrlhelp@uj.s.state.sd.us](mailto:ujssrlhelp@uj.s.state.sd.us). Remember that legal matters are better addressed by professionals who specialize in this field.

**IMPORTANT NOTICES**

1. Use this form only if you and the Defendant have signed a Stipulation and Settlement Agreement (With Minor Children) and you want the Court to incorporate that Agreement into your Judgment and Decree of Divorce.
2. Even if you and the other party have signed the Stipulation and Settlement Agreement, the Judge assigned to your case may still require you to appear in court.

**To complete this form, you will need to:**

1. Complete the caption by filling in the name of the county you are filing in, the judicial circuit number, list your name for the Plaintiff and the other party for the Defendant.
2. In the first paragraph enter the day the Defendant was served with the Summons and Complaint, and the date and location of the marriage.
3. Provide the Clerk of Court with the proposed Judgment and Decree of Divorce (UJS-326B). The Clerk of Court will give to the Judge to grant or deny.
  - a) Attach SDCL 25-4A-5 Sanctions for Violation of Custody or Visitation Decree to the Judgment and Decree of Divorce.
4. If the Judge signs the proposed Judgment and Decree of Divorce (UJS-326B), a Notice of Entry will need to be completed and filed with the Clerk of Court.
  - a) The Notice of Entry form can be obtained from the Clerk of Court. Depending on the county, this may be completed by the Clerk of Court, or they may provide it to you to complete and file.
5. Certified copies of the Judgment and Decree of Divorce (UJS-326B) along with a copy of the Notice of Entry will need to be provided to both parties and a Statement of Mailing will need to be completed. Depending on the county, this may be completed by the Clerk, or they may provide to you to complete and file. You will need to check with the Clerk of Court on this.
  - a) The Statement of Mailing form can be obtained from the Clerk of Court.

6. If a hearing is required, you will need to bring the Judgment and Decree of Divorce (UJS-326B) with you and if the Judge signs at the conclusion of the hearing, certified copies of the signed Judgment and Decree of Divorce (UJS-326B) along with a copy of the Notice of Entry will need to be provided to both parties and a Statement of Mailing will need to be completed. Depending on the county, this may be completed by the Clerk, or these forms may be provided to you to complete and file. You will need to check with the Clerk of Court on this.
  - a) The Statement of Mailing form can be obtained from the Clerk of Court.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ JUDICIAL CIRCUIT

|                                                        |                                                                                                                                                         |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| _____<br>Plaintiff<br><br>v.<br><br>_____<br>Defendant | Case No.: _____<br><br><p style="text-align: center;"><b>JUDGMENT AND DECREE OF DIVORCE<br/>(STIPULATION AND AGREEMENT WITH<br/>MINOR CHILDREN)</b></p> |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|

The above-entitled matter came before this Court on the \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_. It satisfactory appearing to the Court from the records and file herein that the Defendant was duly served with the Summons and Complaint (With Minor Children) on the \_\_\_\_\_ day in the month of \_\_\_\_\_, and in the year of 20\_\_\_\_, and the parties thereafter entered into a Stipulation and Agreement (With Minor Children) on file and dated \_\_\_\_\_, herein. The parties were married on the \_\_\_\_\_ day in the month of \_\_\_\_\_ in the year of \_\_\_\_\_ and in the City and State of \_\_\_\_\_. After due consideration of the same and on the matters of record herein the Court finds and concludes that is has jurisdiction over the parties and the subject matter herein, that the parties have met their obligations for court-approved parenting courses under SDCL § 25-4A-32, and that the parties having expressly waived entering of Findings of Fact and Conclusions of Law. Now therefore;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The parties are both granted a Judgment and Decree of Divorce on the grounds of irreconcilable differences and the parties hereto are restored to the status of single persons.
2. That the Stipulation and Agreement (With Minor Children) on file between the parties is hereby approved and incorporated by this reference.

3. The parties are the parents of the following minor child(ren):

\_\_\_\_\_ Date of Birth: \_\_\_\_\_  
\_\_\_\_\_ Date of Birth: \_\_\_\_\_  
\_\_\_\_\_ Date of Birth: \_\_\_\_\_  
\_\_\_\_\_ Date of Birth: \_\_\_\_\_

4. Custody and parenting time with the minor child(ren) shall be as set forth in the Stipulation and Agreement (With Minor Children) on file herein, which is incorporated herein by reference.

5. \_\_\_\_\_ shall pay child support to \_\_\_\_\_  
for the minor child(ren) in the amount of \$\_\_\_\_\_ per month, commencing the 1<sup>st</sup> day of \_\_\_\_\_, 20\_\_\_\_, pursuant to the calculations and child support provisions set forth in the Stipulation and Agreement (With Minor Children), which are incorporated herein by reference as well as the child support calculation, which is filed here in and incorporated by reference.

6. Pursuant to SDCL § 25-5-18.1, the support obligation shall continue until each child attains the age of eighteen, or until each child attains the age of nineteen if the child is a fulltime student in a secondary school.

7. The obligor's current or subsequent payor of income shall be immediately directed to withhold amount for current support or arrearages as specified herein and as provided in SDCL § 25-7A-23 and shall transmit said amount as provided in SDCL § 24-7A-34.

8. Until otherwise notified by the Division of Child Support all payments shall be made payable to "Division of Child Support" and mailed to:

**Division of Child Support  
700 Governor's Drive, Suite 84  
Pierre, SD 57501-2291**

9. The ☐ Plaintiff / ☐ Defendant **(check one if applicable)** currently known as \_\_\_\_\_  
and born as \_\_\_\_\_  
shall be restored to their former name or maiden name of \_\_\_\_\_  
\_\_\_\_\_; therefore, they shall now be known as \_\_\_\_\_  
\_\_\_\_\_.

10. That SDCL § 25-4A-5 is attached as required by SDCL § 25-4A-5.1 and shall become an Order of this Court.
11. All the other terms and conditions specifically set forth in the Stipulation and Agreement (With Minor Children) are approved and incorporated herein as though fully set forth in extenso.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Circuit Court Judge

Attest:

\_\_\_\_\_  
Clerk of Court

\_\_\_\_\_  
Deputy Clerk

(Seal)

**25-4A-5.**Sanctions for violation of custody or visitation decree.

If the court finds that any party has willfully violated or willfully failed to comply with any provisions of a custody or visitation decree, the court shall impose appropriate sanctions to punish the offender or to compel the offender to comply with the terms of the custody or visitation decree.

The court may enter an order clarifying the rights and responsibilities of the parents and the court's order.

The court may order one or more of the following sanctions:

- (1) To require the offender to provide the other party with make up time with the child equal to the time missed with the child, due to the offender's noncompliance;
- (2) To require the offender to pay, to the other party, court costs and reasonable attorney's fees incurred as a result of the noncompliance;
- (3) To require the offender to pay a civil penalty of not more than the sum of one thousand dollars;
- (4) To require the offender to participate satisfactorily in counseling or parent education classes;
- (5) To require the offender to post bond or other security with the court conditional upon future compliance with the terms of the custody or visitation decree or any ancillary court order;
- (6) To impose a jail sentence on the offender if not more than three days; or
- (7) In the event of an aggravated violation or multiple violations, the court may modify the existing visitation or custody situation, or both of any minor child.

The provisions of this section do not prohibit the court from imposing any other sanction appropriate to the facts and circumstances of the case

**Source:** [SL 1994, ch 195](#), § 5; [SL 2008, ch 125](#), § 1; [SL 2018, ch 155](#), § 3.