

McKelle Skirvin
Name
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Address
Salt Lake City, Utah 84103
City, State, Zip
435-703-8708
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mckelleboren8@gmail.com
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In the Court of Utah

THIRD Judicial District SALT LAKE County

Court Address 450 SOUTH STATE STREET, SALT LAKE CITY, UT 84114

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

McKelle Skirvin
(name of Petitioner)

and

Garrett Steven Skirvin
(name of Respondent)

Other parties (if any)

Divorce Decree

264902660

Case Number

Adam Mow

Judge

Commissioner (domestic cases)

The court decrees:

Divorce

1. McKelle Skirvin is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by McKelle Skirvin. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **McKelle Skirvin** and **Garrett Steven Skirvin** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Hazel Skirvin**

Date of Birth: **Apr 23, 2017**

b.

Child Name: **Calder Skirvin**

Date of Birth: **Mar 6, 2021**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Hazel Skirvin**

Date of Birth: **Apr 23, 2017**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **May 1, 2022**

Address: **170 A St , Salt Lake City, Utah 84103 United States**

(1).

Caretaker at this address: **McKelle Skirvin**

Caretaker current address: **170 A St , Salt Lake City, Utah 84103 United**

States

ii.

Move-out Date: **This is the child's current address**

Move-in Date: **Sep 6, 2025**

Address: **8343 S Bellingham Dr , Sandy, Utah 84070 United States**

(1).

Caretaker at this address: **Garrett Skirvin**

Caretaker current address: **8343 S Bellingham Dr , Sandy, Utah 84070**

United States

b.

Child Name: **Calder Skirvin**

Date of Birth: **Mar 6, 2021**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **May 1, 2022**

Address: **170 A St , Salt Lake City, Utah 84103 United States**

(1).

Caretaker at this address: **McKelle Skirvin**

Caretaker current address: **170 A St , Salt Lake City, Utah 84103 United**

States

ii.

Move-out Date: **This is the child's current address**

Move-in Date: **Sep 6, 2025**

Address: **8343 S Bellingham Dr , Sandy, Utah 84070 United States**

(1).

Caretaker at this address: **Garrett Skirvin**

Caretaker current address: **8343 S Bellingham Dr , Sandy, Utah 84070**

United States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **McKelle Skirvin** and **Garrett Steven Skirvin**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **McKelle Skirvin** and **Garrett Steven Skirvin** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **McKelle Skirvin** and **Garrett Steven Skirvin**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint

Physical Custody. **McKelle Skirvin** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **McKelle Skirvin's** home **183** overnights each year and in **Garrett Steven Skirvin's** home **182** overnights each year.

9. The parents will follow a custom parent-time schedule:

a. **PREAMBLE AND AGREED PARENTING PHILOSOPHY.** This parenting time arrangement is built on the understanding that a successful joint physical custody parenting plan requires three fundamental elements to work effectively. First, parents need to maintain homes within reasonable proximity (ideally 15-20 minutes apart with 30 miles being the maximum distance) to minimize travel time and its impact on the children's daily lives. Second, both parents must have work schedules that realistically accommodate equal parenting time. Third, and most importantly, the arrangement must serve the children's best interests, supporting their academic, social, and emotional well-being. With these foundations in place, parents agree to start with a consistent weekly rotation as their base schedule, while maintaining the flexibility to explore other arrangements that might better serve their family's needs. To ensure smooth implementation, parents commit to using a shared digital calendar system for scheduling and documentation, and reviewing the arrangement annually to make any necessary adjustments. This approach combines structure with flexibility, allowing parents to work collaboratively while having a clear default arrangement to fall back on if disagreements arise. The plan prioritizes mediation over litigation for resolving disputes, emphasizing the importance of cooperative co-parenting in supporting their children's well-being. **Base Parenting Time Rotation:** The parties have established the following parenting time arrangement, which they jointly acknowledge to be in the best interests of their minor children at the time of this agreement. **Parenting Plan** The parties agree to exercise joint physical custody of the minor children. Parenting time shall be structured so that **McKelle** exercises 183 overnights per year and **Garrett** exercises 182 overnights per year. While the children are enrolled in elementary school and middle school, the parties shall follow a 2-2-5-5 parenting schedule as follows: **Garrett** shall have parenting time every Monday and Tuesday. **McKelle** shall have parenting time every Wednesday and Thursday. The parties shall alternate weekends, defined as Friday after school (or 9:00 a.m. when school is not in session) through Monday morning return to school (or 9:00 a.m. when school is not in session). **Transportation and Exchange:** When school is in session, exchanges shall occur at the children's school. The parent whose

custodial time is beginning shall be responsible for picking the children up from school on their designated day. Each parent shall also be responsible for ensuring the children are timely dropped off at school during that parent's custodial time. When school is not in session, parenting time shall begin at 9:00 a.m., unless otherwise agreed in writing by the parties. Parenting time shall end at 6:00 p.m. on the concluding day when school is not in session. The parent whose custodial time is beginning shall be responsible for picking up the children at the start of their scheduled time, and the parent whose custodial time is ending shall be responsible for dropping the children off at 6:00 p.m., unless otherwise agreed. Each parent shall ensure the children are ready and available at the designated exchange time. Both parents shall be punctual and shall promptly notify the other parent of any unavoidable delays. This schedule shall continue throughout the academic year and summer unless otherwise agreed upon in writing by both parties. As the children grow older, or if both parents mutually determine that a different schedule better serves the children's best interests, the parties agree to be open to transitioning to an alternating week-on/week-off parenting schedule. Any such modification shall be made by mutual written agreement.

Planning and Modification Process: - Digital Calendar System:

- a) The parties shall utilize a shared digital calendar system, Any costs associated with the selected application or related subscription fees shall be shared equally between the parties, with each party responsible for fifty percent (50%) of the expense. (e.g., Google Calendar, ourfamilywizrd, appclose, and talking parents, etc)
- b) Both parties shall have full access to view and edit the parenting time calendar
- c) The calendar shall be the official record of parenting time

Annual Review and Child Support Calculations:

- a) In January of each year, the parties shall:
 - i) Review the previous year's actual parenting time as documented in the calendar
 - ii) Calculate the exact number of overnights for each parent
 - iii) In the event either party's gross income increases by thirty percent (30%) or more within three (3) years of the entry of the Decree, Upon such change, either party may request that child support be recalculated using the Utah Child Support Calculator in effect at that time.
 - iv) Implement any required child support modifications for the upcoming year
- b) Both parties agree that the digital calendar will serve as the authoritative record for these calculations

- Both parties commit to regularly evaluating the effectiveness of this schedule through open communication and careful observation of the children's adjustment and well-being. Should either party determine that modifications are necessary, they agree to address such changes through mediation or other appropriate dispute resolution methods before seeking court intervention, except in cases of emergency. -The parties understand and agree that the

success of this arrangement depends upon their mutual flexibility, cooperation, and commitment to prioritizing the children's best interests above their own convenience or preferences.

Parent-time for special occasions

10. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Garrett Steven Skirvin	McKelle Skirvin
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m..	All years if Garrett Steven Skirvin is the mother or other parent granted Mother's Day in the order.	All years if McKelle Skirvin is the mother or other parent granted Mother's Day in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m..	All years if Garrett Steven Skirvin is the father or other parent granted Father's Day in the order.	All years if McKelle Skirvin is the father or other parent granted Father's Day in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day	Even years	Odd years

Holiday	Period	Garrett Steven Skirvin	McKelle Skirvin
	before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.		
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

Parent-time transfers

11. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

12. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers

are made.

Decision-making

13. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

14. The school the children will attend is based on a specific plan for where the children will attend school: **Future Educational Decisions:** a) **Any proposed change in school enrollment shall require written agreement from both parents** b) **Factors to be considered for any school change include:** i) **Academic quality and opportunities** ii) **Impact on both parents' ability to maintain their parenting time schedule** iii) **Distance from each parent's residence** iv) **Children's established peer relationships and extracurricular activities** v) **Special educational needs, if any** **School Communications:** a) **Both parents shall be listed as contacts with the school** b) **Both parents shall have independent access to:** i) **Academic records** ii) **Parent-teacher conferences** iii) **School activities and events** iv) **Online parent portals or educational platforms .**

15. McKelle Skirvin and Garrett Steven Skirvin has authority to check the children out of school. McKelle Skirvin and Garrett Steven Skirvin has access to the children during school. If the parents cannot agree, education decisions will be made by McKelle Skirvin.

Communication with each other

16. Parents will communicate with each other by any method.

Communication with the children

17. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

18. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

19. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

20. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

21. If the children will be travelling for more than **7** days, the parent arranging the travel will notify the other parent at least **30** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **10** days in advance. In case of emergency, the parent will provide as much notice as possible.

22. Other agreements about travel by the children: **HOLIDAY AND VACATION TIME AGREEMENT**

1. GUIDING PHILOSOPHY The parties acknowledge and agree that meaningful holiday and vacation time with each parent is essential to maintaining strong parent-child relationships. They commit to the following principles: a) Striving for equal and balanced distribution of holiday and vacation time between both parents b) Prioritizing the children's best interests in holiday and vacation planning c) Maintaining flexibility and cooperation in scheduling d) Supporting the children's relationships with extended family during holidays e) Ensuring predictability and structure in holiday and vacation arrangements

2. ANNUAL PLANNING PROCESS

2.1. Timeline and Procedure

a) The parties shall meet virtually or in person before January 15th of each year

b) During this meeting, they shall:

i) Review all school breaks, holidays, and potential vacation periods for the upcoming year

ii) Discuss their desired holiday and vacation schedules

iii) Consider any special family events or traditions

iv) Account for extended family celebrations and travel

2.2. Digital Calendar Implementation

a) The parties shall use a shared digital calendar system (e.g., Google Calendar) to:

i) Input all agreed-upon holiday and vacation schedules

ii) Mark school breaks and other significant dates

iii) Document any special arrangements or modifications

iv) Track the balance of time between parents

b) Both parties shall have full access to view and edit the calendar

c) Once dates are agreed upon and entered, they shall be considered confirmed unless modified by mutual written agreement

3. DISPUTE RESOLUTION

3.1. Resolution Process for Scheduling Conflicts

a) In the event of competing holiday or vacation requests, the parties shall:

i) First attempt to negotiate a mutually acceptable solution

ii) Consider alternating years for significant holidays

iii) Explore splitting the day when appropriate

iv) Evaluate creative solutions that serve the children's best interests

3.2. Default Resolution Mechanism

a) If the parties reach an impasse regarding specific holiday or vacation time:

i) They may elect to use the Utah statutory guidelines under Utah

Code §30-3-35 as a default solution for the disputed time period ii) If this default mechanism is used: - The following year, the other parent shall have priority choice for that same holiday or vacation period - This right of first refusal must be exercised during the annual planning meeting - The alternating pattern shall continue until modified by mutual agreement 3.3. Mediation Requirement a) Before initiating any litigation regarding holiday or vacation scheduling: i) The parties must attend at least one mediation session ii) Mediation costs shall be shared equally (50-50) between the parties iii) Both parties must make a good faith effort to resolve the dispute 4. VACATION SCHEDULING PARAMETERS 4.1. Notice Requirements a) For vacations requiring travel: i) Minimum 30 days' advance notice for domestic travel ii) Minimum 60 days' advance notice for international travel b) Notice shall include: i) Travel dates and destinations ii) Contact information and accommodations iii) Travel itinerary when applicable 4.2. Restrictions and Limitations a) Vacation time shall not interfere with: i) Major holiday celebrations with the other parent ii) Significant family events previously scheduled iii) Children's essential academic or extracurricular commitments b) Neither parent shall schedule vacations that: i) Conflict with court-ordered parent time without written agreement ii) Unnecessarily disrupt the children's routine or stability 5. HOLIDAY PRIORITY AND ROTATION 5.1. Holiday Categories a) Major Holidays (requiring specific planning): i) Thanksgiving ii) Winter Break (Christmas/New Year) iii) Spring Break iv) Fall Break b) Single-Day Holidays (following regular rotation unless modified): i) Civil holidays ii) Religious observances iii) Children's birthdays iv) Parents' birthdays 5.2. Special Considerations a) Religious holidays shall be given priority to the parent practicing that religion b) Family traditions shall be considered in holiday scheduling c) Extended family events shall be accommodated when possible d) Cultural celebrations important to either family shall be respected 6. MODIFICATIONS 6.1. Any modifications to holiday or vacation schedules must be: a) Agreed upon in writing b) Documented in the shared digital calendar c) Made with reasonable advance notice d) Consistent with the guiding philosophy of equal and balanced time 6.2. Emergency changes shall be: a) Communicated as soon as possible to the other parent b) Documented in writing (email or text acceptable) c) Made up with equivalent time when appropriate The parties agree that both shall be allowed to travel with the minor child and that both parties agree to obtain a passport for the child if international travel for vacations is planned. The parties are hereby ordered to sign Form DS53 if they cannot appear or appear at the appropriate place to apply for a passport. If one party refuses to appear or sign form DS53 to obtain a passport, this court hereby orders that either individual parent of the minor child(ren) can apply and obtain a passport. The State Department of the United States of America shall issue the minor child(ren) listed in this decree passports upon application of either parent. The parties shall split

the cost of the passport. The child shall spend not more than 14 consecutive days at any time traveling with either parent without written permission for further days. The parties agree to give a complete itinerary of places and a 3rd parties information for contact purposes, when traveling with the child. The parties agree to keep a written statement with both parents permission for the trip with both parents information in the luggage of the child while traveling for emergency contact purposes.

Child care

23. A child care provider for our children must be:

A licensed child care provider.

A relative, friend, or neighbor.

24. Other terms about child care: **First Right of Refusal:** - During their respective parenting time, if either parent ("Offering Parent") is unable to personally care for the child(ren) for a period of two (2) hours or longer, they shall provide the other parent ("Receiving Parent") with the first right of refusal to assume care of the child(ren) during such time. - **Notification Requirements:** a. The Offering Parent must notify the Receiving Parent through both: i. A written communication (text message or email), AND ii. A telephone call - **Response Timeline:** a. The Receiving Parent shall have thirty (30) minutes from receipt of both forms of notification to accept or decline the opportunity to exercise their right of refusal. b. Failure to respond within the thirty (30) minute window shall be deemed a declination of the right of refusal. - **Alternative Care Arrangements During Scheduled Parent Time:** The parties acknowledge and agree that when a parent has committed to exercising their scheduled parent time, they assume full responsibility for the care of the child(ren) during that designated period. In the event that the scheduled parent is unable to personally care for the child(ren) during their designated time, the following protocol shall be followed: 1. **Right of First Refusal** - The scheduled parent must first offer the time to the non-scheduled parent - This offer must be made as soon as the scheduled parent becomes aware of their inability to provide care - The offer should be made in writing (text or email acceptable) and include the specific dates and times care is needed - The non-scheduled parent shall respond within 24 hours unless circumstances require a more immediate response 2. **Alternative Care Arrangements** If the non-scheduled parent declines or is unable to assume care, the scheduled parent: - Retains full responsibility for securing alternative care arrangements - Bears all costs associated with alternative care - Must make arrangements with qualified and appropriate caregivers - Remains financially responsible for all care-related expenses 3. **Notification Requirements** The scheduled parent must provide the following information to the non-scheduled parent regarding any alternative care arrangements: - Name of care provider(s) - Address where care will be provided - Contact phone numbers for care provider(s)

- Duration of care arrangement - Any additional relevant information regarding the care arrangement This information must be provided at least 24 hours before the alternative care arrangement begins, except in emergency situations, where information should be provided as soon as reasonably possible. 4. Emergency Situations In the event of an emergency requiring immediate alternative care: - The scheduled parent must make reasonable efforts to contact the non-scheduled parent first - If the non-scheduled parent cannot be reached or is unavailable, the scheduled parent may proceed with securing emergency care - All relevant care provider information must be communicated to the non-scheduled parent as soon as possible The parties acknowledge that this arrangement is designed to ensure appropriate supervision and care of the child(ren) while maintaining transparent communication between both parents regarding their children's whereabouts and caretakers.

Relocation of a parent

25. Neither parent may relocate with the minor children more than **30** miles from their current residence without a written agreement signed by the parties or further court order.

26. Other terms about relocating: **The parties acknowledge that geographic relocation of either parent can have profound implications for the children's well-being and the non-moving parent's relationship with the children. Both parties agree to approach any potential relocation with heightened sensitivity and careful consideration of all impacted parties, particularly the children's emotional and developmental needs. Both parents understand and agree that should either parent choose to move outside of a 30-mile radius from either party's residence, they will provide the other parent a 60-day written or email notification of when the move date will be and the address of their new home. In the event of a move the parties understand and agree that the parenting time schedule will need to be modified. The parties realize that there are variables that are unknown that will need to be factored in when deciding how to revise the regular parenting time, holiday, and vacation parent time. Notice Requirements and Communication Any party intending to relocate a significant distance from their current residence shall provide written notice to the other party at least 60 days prior to the intended move. This notice must include: The intended date of relocation The specific geographic location of the proposed new residence The primary reasons for the proposed relocation A preliminary proposal for modified custody arrangements, if applicable Collaborative Decision-Making Process Upon notice of intended relocation, both parties agree to engage in thoughtful dialogue regarding the potential impact on the children. No assumptions shall be made about whether the children will relocate with the moving parent. Instead, the parties commit to evaluating multiple factors including, but not limited to: The children's ages and**

developmental stages Current academic performance and educational opportunities in both locations Existing extracurricular activities and commitments Social relationships and peer connections Potential advantages of the proposed location, including: Enhanced educational opportunities Improved quality of life Expanded social and cultural experiences Career or economic benefits that could positively impact the children Emotional impact on the children's relationship with each parent Feasibility of maintaining meaningful relationships with both parents Extended family connections in both locations Experimental Approach to Custody Modifications The parties acknowledge that determining the optimal custody arrangement following a significant relocation may require a period of trial and adjustment. They agree to: Consider implementing temporary custody arrangements on a trial basis Remain open to modifications based on observed impacts on the children Maintain regular communication about the children's adjustment Monitor and evaluate the effectiveness of new arrangements Make adjustments as needed to support the children's best interests Best Interests Standard All decisions regarding relocation and subsequent custody arrangements shall be guided by the best interests of the children. The parties commit to: Prioritizing the children's emotional and psychological well-being Maintaining strong relationships with both parents whenever possible Supporting the children's academic and social development Fostering stability while allowing for positive growth opportunities Minimizing disruption to the children's essential relationships and activities The parties recognize that successful long-distance parenting requires exceptional cooperation, flexibility, and commitment to maintaining strong parent-child relationships despite geographic separation. They agree to utilize technology and other resources to facilitate ongoing communication and connection between the children and both parents.

27. If either parent lives 150 miles or more away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parties as follows: **The transportation costs will be negotiated at the time notice is given of the move.**

28. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

29. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

30. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing

the issue to the court:

a. **Mediation**

31. Other agreements about resolving disputes:

b. **Decision-Making Authority** The parties shall confer and make reasonable, good-faith efforts to jointly agree on all major decisions affecting the minor child(ren), including but not limited to decisions regarding health care, education, and general welfare. In the event the parties are unable to reach an agreement after good-faith consultation: (a) **Health Care Decisions:** Petitioner, McKelle, shall have final decision-making authority regarding all non-emergency medical, dental, mental health, and related health care decisions affecting the minor child(ren). (b) **Financial Decisions for the Child(ren):** Respondent, Garrett, shall have final decision-making authority regarding financial decisions for the minor child(ren), including but not limited to allocation of expenses, extracurricular activity costs, and other child-related financial matters. Both parties shall have equal rights to access the child(ren)'s medical, dental, and educational records, and each shall keep the other reasonably informed of significant decisions made pursuant to this provision. The parties agree that in the event of any future dispute arising from this divorce decree or the parenting plan, they shall first attempt to resolve the dispute through mediation before filing any motion or petition with the court. Only after mediation has been attempted in good faith and has failed to resolve the dispute may either party pursue litigation. This provision does not preclude either party from seeking emergency relief from the court when immediate action is necessary to protect the health, safety, or welfare of the children.

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

32. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (McKelle Skirvin) (Utah Code 81-6-203)

33. **McKelle Skirvin's** gross monthly income for child support purposes is **\$5151**. **McKelle Skirvin** receives the following gross monthly income:

Income: Respondent (Garrett Steven Skirvin) (Utah Code 81-6-203)

34. **Garrett Steven Skirvin's** gross monthly income for child support purposes is **\$9583**. **Garrett Steven Skirvin** receives the following gross monthly income:

35. The adjusted gross monthly income for **Garrett Steven Skirvin** is **\$9583**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

36. **McKelle Skirvin** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

The reason(s) for deviation are The parties agree that the child support obligation of Garrett Skirvin to McKelle Skirvin differs from the amount reflected in prior mediation and/or the Child Support Worksheet. Both parties agree to this adjusted amount. The parties recognize that previous calculations, based on prior income figures and other factors, reflected an amount closer to \$311 per month. The adjusted child support amount is mutually agreed upon as fair, reasonable, and in the best interest of the children..

37. It is in the best interest of the children that **Garrett Steven Skirvin** be ordered to pay child support to **McKelle Skirvin** as follows:

- a. **\$311.00** per month. This deviates from the Utah Uniform Child Support Guidelines.
- b. Unless the Court orders otherwise, support for each child ends when:
 - a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
 - a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

38. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

39. Child support will be paid as follows:

Child support will be paid in equal proportionate amounts based on the pay periods of Garrett's employer. At the time of divorce the pay periods were biweekly. Payments will be made electronically as a direct deposit each month. McKelle will provide the account information needed for Garrett to either have his employer pay directly from his check through his payroll processing or transferred directly each month from his own account.

40. The issue of past-due child support may be decided by future court or administrative action.

41. **Garrett Steven Skirvin** will pay any ORS fees. If **McKelle Skirvin** is the ORS applicant and the fees are withheld from payments to **McKelle Skirvin**, **Garrett Steven Skirvin** will reimburse **McKelle Skirvin**.

42. The parties must notify each other within 30 days of any change in their income.

43. The parties will do the following for child related support or expenses:

- a. Additional Child-Related Expenses 1. Supplemental Support Categories: In addition to the base child support amount covering basic food and shelter expenses,

the parties agree to establish three distinct categories of supplemental child-related expenses: a) Extracurricular Activities: Defined as expenses that benefit or enhance the children's development, including but not limited to: - Sports participation and related equipment - Swimming lessons - Musical instrument lessons and instruments - Academic tutoring - Art classes - STEM programs or camps - Scouting activities - Dance or gymnastics lessons This category explicitly excludes pure entertainment activities such as movie tickets, video games, or recreational outings. b) Logistical Expenses: Defined as practical costs associated with the children's daily lives, including but not limited to: - Cell phone bills and devices - School lunches, fees and supplies - Vehicle-related expenses (once driving age is reached), including: - Insurance premiums - Maintenance costs - Fuel allowance - Vehicle registration fees - Transportation costs for school or activities - Technology requirements for school c) Clothing Expenses: Each party shall be responsible for purchasing clothing and other personal items for the minor child during their respective parenting time and while the child resides in their home. Both parents agree to ensure the child has adequate clothing appropriate for the season and activities at each residence 2. Garrett and Mckelle agree to establish a dedicated account for supplemental expenses related to the minor children. Each party shall contribute fifty dollars (\$50.00) per month to this account, for a total monthly contribution of one hundred dollars (\$100.00), regardless of whether expenses are incurred that month. Unused funds shall roll over to subsequent months to create a reserve for unexpected expenses. Any proposed expenses exceeding the monthly allocated amount must be discussed and agreed upon in advance in writing. If the parties cannot reach agreement on an expense exceeding the monthly allocation, the party wishing to proceed may do so at their sole discretion and shall be solely responsible for one hundred percent (100%) of the amount that exceeds the monthly allocation. The parties agree to maintain strict confidentiality regarding all financial arrangements outlined in this provision, including the proportional split of expenses, individual contribution amounts, and any disagreements. The parties shall present a united front to the children regarding all financial decisions and shall never discuss financial arrangements or disagreements with or in the presence of the children. Any balances due must be paid within seven (7) days of the reconciliation email, with confirmation of payment sent via email. The parties shall review the monthly contribution amount each January. If the parties cannot reach mutual agreement on an adjustment, an automatic ten percent (10%) increase shall be applied to the previous year's monthly contribution amount, effective February 1st of that year. Upon the youngest child reaching the age of eighteen (18), any remaining funds in the account shall be divided equally between the parties. This provision may be modified at any time by mutual written consent of both parties or by court order.

44. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to

individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

45. As long as **McKelle Skirvin** is current on all child support and other court-ordered financial obligations, **McKelle Skirvin** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

a. **Calder Skirvin**

46. As long as **Garrett Steven Skirvin** is current on all child support and other court-ordered financial obligations, **Garrett Steven Skirvin** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

b. **Hazel Skirvin**

Child health care (Utah Code 81-6-208)

47. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

48. Parents must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. Responsibility for child medical and dental expenses will be as follows:

b. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **McKelle Skirvin's** insurance will be primary coverage.
- **Garrett Steven Skirvin's** insurance will be secondary coverage.

c. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **McKelle Skirvin's** spouse's insurance will be primary coverage.
- **Garrett Steven Skirvin's** spouse's insurance will be secondary coverage.

d. Both parties will equally share the out-of-pocket costs of the insurance premiums.

e. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

f. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

- g. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.
- h. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.
- i. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

49. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

The parties agree that childcare expenses incurred during the summer months shall be divided such that Garrett shall be responsible for sixty percent (60%) and Mckelle shall be responsible for forty percent (40%) of such costs. Each party shall pay his or her respective share directly to the childcare provider. In the event one party pays more than his or her allocated share, including payment of the full amount, the other party shall reimburse his or her portion consistent with the allocation set forth herein. During the school year, each party shall be solely responsible for any childcare expenses incurred during his or her respective custodial parent-time, including any care required outside of regular school hours. Neither party shall be obligated to reimburse the other for childcare costs incurred during the other party's custodial time. The parties shall provide one another with written notice of any childcare expenses to be paid at the beginning of each month. Any reimbursement owed by one party to the other pursuant to this provision shall be paid within thirty (30) days of such notice. The parties further agree that in the event either party experiences an increase or decrease in income of thirty percent (30%) or more, the allocation of childcare expenses shall be subject to review and re-evaluation upon mutual agreement of the parties or further order of the Court.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

50. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

51. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

52. Vehicles will be divided as follows:

- a.
Year: **2025**
Make: **Toyota**

Model: **Tacoma**

VIN: **N/A**

Owner (before divorce): **Garrett Skirvin**

Current value: **N/A**

Amounts Estimated: **no**

Ownership After Divorce: **Garrett shall retain sole ownership and possession of this vehicle. Garrett shall be solely responsible for all payments, maintenance, repairs, registration, taxes, and any other costs or obligations associated with this vehicle from the date of this agreement forward.**

Loan: **N/A**

b.

Year: **2020**

Make: **Subaru**

Model: **Outback**

VIN: **N/A**

Owner (before divorce): **Garrett and McKelle Skirvin**

Current value: **\$12,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **Mckelle shall retain sole ownership and possession of this vehicle.**

I.

Lender: **N/A**

Address: **N/A**

Date Acquired: **N/A**

Amount Owed: **\$3,738.00**

Amounts Estimated: **no**

Monthly Payment: **N/A**

The debt will be paid as follows: **Mckelle shall be solely responsible for all payments, maintenance, repairs, registration, taxes, and any other costs or obligations associated with this vehicle from the date of this agreement forward. Garrett agrees to remain on the vehicle loan as a co-borrower until the loan is paid in full, which is anticipated to occur in August 2026. Mckelle shall make all loan payments in a timely manner and shall indemnify and hold Garrett harmless from any liability, claims, late payments, or expenses arising from the ownership, operation, or maintenance of this vehicle. Upon full payment of the vehicle loan in August 2026, Garrett shall execute all documents necessary to transfer the title into Mckelle's name only and remove his name from the title and registration. Mckelle shall obtain and maintain automobile insurance coverage in her name for this vehicle and shall ensure**

Garrett's credit is not negatively impacted by any missed or late payments.

Bank and credit union accounts

53. Bank and credit union accounts will be divided as follows:

a.

Account Number: **4962**

Account Type: **Checking**

Institution Name: **America First Credit Union**

Address: **N/A**

Date Opened: **N/A**

Balance (US Dollars): **\$468.00**

Estimated: **no**

Owner: **Garrett Steven Skirvin**

Co-Owner(s): **N/A**

Divide as follows: **Garrett Steven Skirvin should be awarded the entire balance of \$468.00 from this money.**

b.

Account Number: **1507**

Account Type: **Checking**

Institution Name: **America First Credit Union**

Address: **N/A**

Date Opened: **N/A**

Balance (US Dollars): **\$1,624.00**

Estimated: **no**

Owner: **McKelle Skirvin**

Co-Owner(s): **N/A**

Divide as follows: **McKelle Skirvin should be awarded the entire balance of \$1,624.00 from this money.**

c.

Account Number: **xxxx**

Account Type: **Savings**

Institution Name: **America First Credit Union**

Address: **N/A**

Date Opened: **N/A**

Balance (US Dollars): **\$53.00**

Estimated: **no**

Owner: **Garrett Steven Skirvin**

Co-Owner(s): **N/A**

Divide as follows: **Garrett Steven Skirvin should be awarded the entire balance of \$53.00 from this money.**

Stock, bond, securities, or money market fund accounts

54. The stock, bond, securities, or money market fund accounts will be divided as follows:

a.

Account Number: **3095**

Account Type: **Fidelity**

Institution Name: **Fidelity**

Address: **N/A**

Date Opened: **N/A**

Balance (US Dollars): **\$476.00**

Estimated: **no**

Owner: **Garrett Steven Skirvin**

Co-Owner(s): **N/A**

Divide as follows: **Garrett Steven Skirvin should be awarded the entire balance of \$476.00 from this money.**

b.

Account Number: **2653**

Account Type: **Fidelity**

Institution Name: **Fidelity**

Address: **N/A**

Date Opened: **N/A**

Balance (US Dollars): **\$108.00**

Estimated: **no**

Owner: **Garrett Steven Skirvin**

Co-Owner(s): **N/A**

Divide as follows: **Garrett Steven Skirvin should be awarded the entire balance of \$108.00 from this money.**

c.

Account Number: **6015**

Account Type: **Fidelity**

Institution Name: **Fidelity**

Address: **N/A**

Date Opened: **N/A**

Balance (US Dollars): **\$703.00**

Estimated: **no**

Owner: **Garrett Steven Skirvin**

Co-Owner(s): **N/A**

Divide as follows: **Garrett Steven Skirvin should be awarded the entire balance of \$703.00 from this money.**

55. This other property will be divided as follows:

a.

Description: **Wedding Rings**

Date acquired: **N/A**

Current value: **\$5,000.00**

Estimated: **no**

Ownership after divorce: **The parties acknowledge that the two wedding rings constitute a family heirloom of Garrett Skirvin. McKelle agrees that she shall gift said rings to Hazel Skirvin upon her eighteenth (18th) birthday.**

Loan: **N/A**

Debts

56. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **0000**

Institution Name: **Bank of America**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$9,956.00**

Minimum Monthly Payment (in US Dollars): **\$100.00**

Owner: **Garrett Skirvin**

The debt will be paid as follows: **Garrett Steven Skirvin will pay the entire debt. Garrett Steven Skirvin will provide a copy of the divorce decree to the lender.**

b.

Account Number: **1324**

Institution Name: **Citi**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$3,793.00**

Minimum Monthly Payment (in US Dollars): **\$38.00**

Owner: **McKelle Skirvin**

The debt will be paid as follows: **McKelle Skirvin will pay the entire debt.**

McKelle Skirvin will provide a copy of the divorce decree to the lender.

Other Debt

a.

Account Number: **xxxx**

Institution Name: **Student Loan**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$36,843.00**

Minimum Monthly Payment (in US Dollars): **\$55.00**

Owner: **McKelle Skirvin**

The debt will be paid as follows: **McKelle Skirvin will pay the entire debt.**

McKelle Skirvin will provide a copy of the divorce decree to the lender.

b.

Account Number: **0000**

Institution Name: **Student Loan**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$69,939.00**

Minimum Monthly Payment (in US Dollars): **\$98.00**

Owner: **Garrett Skirvin**

The debt will be paid as follows: **Garrett Steven Skirvin will pay the entire debt.**

Garrett Steven Skirvin will provide a copy of the divorce decree to the lender.

c.

Account Number: **xxxx**

Institution Name: **Loan from Individual**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$7,400.00**

Minimum Monthly Payment (in US Dollars): **\$193.00**

Owner: **Garrett & McKelle Skirvin**

The debt will be paid as follows: **The parties acknowledge that the loan constitutes a marital debt obligation and shall be divided equally between them, with each party responsible for fifty percent (50%) of the outstanding balance and any associated repayment obligations. The parties agree that provision of this Decree to the lender shall constitute authorization and direction for the lender to facilitate the division of the debt obligation into two separate accounts, each reflecting the respective responsibility of the parties, in order to effectuate the equal division of the obligation as set forth herein.**

Real property

57. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Alimony

McKelle Skirvin's Financial Need

58. **McKelle Skirvin's** net income (after taxes) is **\$5,150.67** per month. This amount is based on these sources of income:

Monthly Current Income

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 5150.67
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0

Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Family Employment Program (FEP), etc.	
Federal Cash Assistance	\$ 0
Temporary Assistance for Needy Families (TANF), etc.	
Financial support from household members	\$ 0
Financial support from non-household members	\$ 0
Trust income	\$ 0
Annuity income	\$ 0
	\$ 0
	\$ 0
Total Gross Monthly Income	\$ 5150.67

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 0
State Income Tax	\$ 0
Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 0
Total Monthly Tax Deductions	\$ 0

59. **McKelle Skirvin**'s ability to earn is limited for the following reasons:

a. caring for child of the **Garrett Steven Skirvin**

60. **McKelle Skirvin** has taken these reasonable efforts to improve their employment situation:

b. **McKelle Skirvin will make reasonable efforts to maintain and improve her employment situation by working the hours available through her current employer. Her work hours are limited and may vary between 36 and 40 hours per week depending on scheduling and availability from her employer. McKelle will make reasonable efforts to work additional hours when possible while the**

children are in the care of the father. However, she must also maintain a work schedule that allows her to remain available to meet the needs of the children during her custodial time.

61. **McKelle Skirvin** faces these reasonable barriers to improving their employment situation:

c. **McKelle Skirvin** faces reasonable barriers to significantly increasing her employment at this time. Her current employer offers limited opportunities for additional hours or increased compensation beyond her regular schedule. Additionally, the parties share 50% custody of the children, requiring McKelle to remain available to care for them during her parenting time. These factors reasonably limit her ability to substantially increase her work hours or seek additional employment at this time.

62. **McKelle Skirvin** will be receiving per month in child support in this case.

63. **McKelle Skirvin's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 0
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 0
Clothing	\$ 0
Automobile payments	\$ 0
Automobile insurance	\$ 0
Automobile fuel	\$ 0
Automobile maintenance	\$ 0
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 0
Telephone	\$ 0
Paid television, cable, satellite	\$ 0
Internet	\$ 0

Credit card payments	\$ 0
Loans and other debt payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 0
Education (children)	\$ 0
Education (self)	\$ 0
Health care insurance	\$ 0
Health care expenses (excluding insurance listed above)	\$ 0
Other insurance	\$ 0
Entertainment	\$ 0
Laundry and dry cleaning	\$ 0
Donations	\$ 0
Gifts	\$ 0
Union and other Dues	\$ 0
Garnishment or income withholding order	\$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0
Other	\$ 0
Other	\$ 0
Total current monthly expenses	\$ 0

64. **McKelle Skirvin**'s marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage	\$ 0
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 0
Clothing	\$ 0
Automobile payments	\$ 0
Automobile insurance	\$ 0
Automobile fuel	\$ 0
Automobile maintenance	\$ 0
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 0
Telephone	\$ 0
Paid television, cable, satellite	\$ 0
Internet	\$ 0
Credit card payments	\$ 0
Loans and other debt payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 0
Education (children)	\$ 0
Education (self)	\$ 0
Health care insurance	\$ 0

Health care expenses (excluding insurance listed above)	\$ 0
Other insurance	\$ 0
Entertainment	\$ 0
Laundry and dry cleaning	\$ 0
Donations	\$ 0
Gifts	\$ 0
Union and other Dues	\$ 0
Garnishment or income withholding order	\$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0
Other	\$ 0
Other	\$ 0
Total marital monthly expenses	\$0

65. The difference between **McKelle Skirvin's** monthly net income (including child support) and monthly expenses is **\$0.00** based on **current** expenses. This is **McKelle Skirvin's** monthly financial need.

Garrett Steven Skirvin's Ability To Pay

66. **Garrett Steven Skirvin's** net income (after taxes) is **\$9,583.00** per month. This amount is based on these sources of income.

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 9583
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0

Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0
Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Federal Cash Assistance	\$ 0
Financial support from household members	\$ 0
Financial support from non- household members	\$ 0
Trust income	\$ 0
Annuity income	\$ 0
	\$ 0
	\$ 0
Total Gross Monthly Income	\$ 9583

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 0
State Income Tax	\$ 0
Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 0

67. **Garrett Steven Skirvin** will be paying per month in child support in this case.

68. **Garrett Steven Skirvin's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 0
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 0
Clothing	\$ 0
Automobile payments	\$ 0
Automobile insurance	\$ 0
Automobile fuel	\$ 0
Automobile maintenance	\$ 0
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 0
Telephone	\$ 0
Paid television, cable, satellite	\$ 0
Internet	\$ 0
Credit card payments	\$ 0
Loans and other debt	

payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 0
Education (children)	\$ 0
Education (self)	\$ 0
Health care insurance	\$ 0
Health care expenses (excluding insurance listed above)	\$ 0
Other insurance	\$ 0
Entertainment	\$ 0
Laundry and dry cleaning	\$ 0
Donations	\$ 0
Gifts	\$ 0
Union and other Dues	\$ 0
Garnishment or income withholding order	\$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0
Other	\$ 0
Other	\$ 0
Total marital monthly expenses	\$0

69. The difference between **Garrett Steven Skirvin's** monthly net income and monthly expenses (including child support) is **\$9,583.00**. This is **Garrett Steven Skirvin's** ability to pay alimony each month.

70. **Garrett Steven Skirvin** and **McKelle Skirvin** have been married for **9** years and **11** months.

71. The value of real property during the marriage is **\$0.00**

72. The value of personal property during the marriage is **\$17,000.00**.

Alimony Payment

73. **Garrett Steven Skirvin** will pay **McKelle Skirvin** **\$500.00** in alimony each month.

74. These are the reasons for this amount: **Alimony is appropriate in this matter due to the significant difference in income between the parties. Garrett Skirvin earns substantially more income than McKelle Skirvin, creating a financial disparity between the parties following the dissolution of the marriage. During the marriage, McKelle Skirvin supported Garrett Skirvin while he completed his schooling and training, which contributed to his ability to obtain his current employment and earning capacity. During this time, McKelle also assumed primary responsibility for caring for the parties' children and managing the household, allowing Garrett to focus on completing his education and advancing his career. Because of these contributions and the existing difference in income, the parties agree that an award of alimony to McKelle Skirvin is reasonable and appropriate.**

75. Alimony will start on **Mar 1, 2026** for the following reason: **The parties acknowledge that the alimony payment schedule and terms were agreed upon during mediation. As a result, the parties have agreed that alimony payments shall begin in March 2026, prior to the signing and entry of the Final Decree by the Court. The parties voluntarily agree to begin payments according to the terms outlined above in good faith and in accordance with the mediated agreement.**

76. The payment schedule will be:

a. **Alimony Payment Schedule Garrett Skirvin shall pay alimony to McKelle Skirvin in the amount of \$500.00 per month. Payments shall be made in accordance with the pay periods of Garrett Skirvin's employer. Alimony shall be paid bi-weekly and will be directly deposited into McKelle Skirvin's designated bank account. Bi-weekly payments shall be made on Thursday or Friday, depending on Garrett Skirvin's employer's designated payday. Each bi-weekly payment shall be \$230.77, which reflects the division of the monthly alimony amount across the bi-weekly pay schedule over the 4.5-year term of the alimony agreement. Alimony payments shall begin in March 2026 and shall continue in the manner described above until the completion of the agreed 4.5-year payment period, unless otherwise modified by court order or as otherwise provided in this agreement.**

77. **Garrett Steven Skirvin's** alimony obligation will end the earliest of the following:

- **4 years and 6 months.**
- **If McKelle Skirvin dies.**
- **If McKelle Skirvin remarries.**
- **If McKelle Skirvin cohabits. Cohabitation must be proven in court before Garrett Steven Skirvin stops paying alimony.**

Retirement money

Retirement money – retirement accounts

78. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

79. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **xxxx**

Plan Name: **401k**

Plan Administrator: **N/A**

Company Name: **Fidelity 401k**

Address: **N/A**

Date Opened: **Jan 1, 2021**

Plan Value: **\$45408**

This plan is in the name of: **Garrett Steven Skirvin**

Divide as follows: **Division of Retirement Accounts** The parties agree that 50% of **Garrett Skirvin's retirement account, less 50% of McKelle Skirvin's retirement account, shall be rolled over from Garrett Skirvin's retirement account into McKelle Skirvin's Voya retirement account ending in 2947. If a Qualified Domestic Relations Order (QDRO) is required to effectuate the transfer, the cost of preparing the QDRO shall be shared equally between the parties. Any tax consequences associated with the rollover shall be taken into account in determining the 50% payout to McKelle Skirvin's account. The rollover shall be executed in accordance with applicable federal and state law, including any required tax-free transfer procedures, and the parties shall cooperate fully to complete all necessary paperwork. Garrett Steven Skirvin should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 60 days after the divorce decree is entered.**

b.

Account Number: **xxxx**

Plan Name: **401k**

Plan Administrator: **N/A**

Company Name: **Voya Retirement**

Address: **N/A**

Date Opened: **Jan 1, 2025**

Plan Value: **\$2947**

This plan is in the name of: **McKelle Skirvin**

Divide as follows: **The entire account should be awarded to McKelle Skirvin.**

Additional provisions

80. The parties will adhere to the following additional provisions:

a.

Additional Provision: 3.1. Parenting Promises, Behaviors, and Expectations
Promise #3.1. To respect the need for personal space and privacy. Each parent shall respect the other parent's and the child(ren)'s need for personal space and privacy. This includes but is not limited to: (a) refraining from unnecessary intrusions into the other parent's home, personal affairs, or new relationships; (b) honoring age-appropriate privacy for the child(ren) in each household; (c) limiting communication between parents to matters directly concerning the child(ren)'s welfare; (d) not interrogating the child(ren) about the other parent's personal life; and (e) maintaining appropriate boundaries when discussing the divorce or separation with the child(ren). Promise # 3.2. To establish a "united front" of parenting. ;Both parents agree to support each other's parental authority and maintain reasonably consistent rules, curfews, and discipline approaches between households. Parents will collaborate on expectations regarding homework, lessons, school projects, and achievement motivation to provide continuity and security for the child. Neither parent will undermine the other's reasonable parenting decisions, recognizing that consistency between homes supports the child's emotional well-being and academic success. Promise #3.3. Communication on important issues. Both parents shall promptly consult with each other when a child experiences school problems, emotional concerns, or other significant issues. Parents will share information, discuss potential solutions, and collaborate on implementing strategies to address the child's needs. Promise #3.4. To affirmatively support each other. Each parent shall actively support the other's parenting role and speak positively about the other parent when communicating with the child. They will support each other as parents and hold the other in high esteem as a parent in their respective conversations with the child throughout his life, to give the child permission to love each of them. Both parents recognize that maintaining a positive image of each parent is essential to the child's emotional well-being and acknowledge the child's right to love and maintain a healthy relationship with both parents. Promise #3.5. To endeavor to make joint decisions. The parents shall make joint decisions regarding significant issues in the child's life, including but not limited to education, health care, and religious upbringing. Both parents commit to focusing primarily on the child's needs

and best interests when making these decisions. The parents shall approach disagreements with a collaborative mindset, seeking solutions that benefit all parties rather than competitive outcomes where one parent's position prevails at the expense of the other. Promise #3.6. Mutual Respect. Both parents agree to respect each other's parenting styles, personal beliefs, and values. The parents acknowledge that parental conflict can cause significant emotional trauma and pain to their child. Therefore, they commit to: Communicate respectfully about parenting decisions and differences in beliefs Refrain from criticizing the other parent's choices, beliefs, or values in the presence of the child Discuss any significant disagreements privately, away from the child Seek mediation or professional counseling if unable to resolve conflicts independently Prioritize the emotional well-being of the child above personal differences Acknowledge that different parenting approaches can be valid and beneficial Support consistency in core values while allowing for individual expression of parenting styles Both parents understand that their ability to manage conflict constructively directly impacts their child's emotional health and development. They commit to maintaining a united front on major parenting decisions while respecting each other's autonomy in day-to-day parenting matters. Promise # 3.7. Direct Communication The parents agree to communicate directly with each other regarding all matters concerning their child in a civil, respectful manner using appropriate language and tone in all communications, whether verbal, written, or electronic. Both parents commit to refraining from making harmful, insulting, or denigrating comments about the other parent in the child's presence or where the child might overhear, and will make reasonable efforts to prevent family members, friends, and other associates from making negative comments about the other parent in the child's presence. The parents agree to address any communication concerns promptly and constructively, and may consider using a co-parenting communication tool or seeking professional assistance if communication challenges arise. The parents recognize that respectful communication provides their child with a sense of security, demonstrates healthy conflict resolution, and is essential to their child's emotional health and their ability to co-parent effectively. Promise # 3.8. Relationships with Relatives. The parents acknowledge the importance of the child's relationships with extended family members on both sides and agree to support and encourage these connections. Both parents commit to making reasonable accommodations and schedule adjustments to facilitate the child's participation in family gatherings, including reunions, birthdays, holidays, and other significant family occasions, with advance notice provided when possible. The parents recognize that fostering these extended family relationships provides the child with additional sources of love, support, and guidance that enrich the child's life and help

preserve important cultural and familial traditions. Promise # 3.9.

Relationships with new significant others. INTRODUCTION OF NEW SIGNIFICANT OTHERS TO CHILDREN

1. GENERAL ACKNOWLEDGMENT The parties acknowledge and agree that introducing new significant others to the children is a sensitive matter that requires careful consideration, planning, and cooperation between the parties to ensure the emotional well-being of the children.

2. WAITING PERIOD The parties agree that neither parent shall introduce the children to any dating partners for a minimum period of 12 months following the date the divorce becomes final and 6 months dating with the intention of a long term partnership before introduction to a new partner.

3. INTRODUCTION CRITERIA After the waiting period has expired, the parties agree to adhere to the following criteria before introducing a new significant other to the children:

- a) The relationship must be one in which the parent is seriously considering a long-term partnership or marriage;
- b) Prior to any introduction, the parent intending to introduce a new significant other shall:
 - Inform the other parent of their intention
 - Provide reasonable time for discussion and planning
 - Work collaboratively to prepare the children for the introduction
 - Develop a mutually agreeable plan for the timing and circumstances of the introduction

4. RESPONSIBILITIES REGARDING NEW SIGNIFICANT OTHERS Each parent agrees to:

- a) Inform their significant other about the importance of respecting parental rights of passage, including but not limited to:
 - Fathers teaching children to ride bikes
 - Mothers helping daughters select prom dresses
 - Other significant milestone moments traditionally shared between parent and child
- b) Ensure their significant other understands the importance of:
 - Not attempting to gain favor with the children at the expense of either parent
 - Using discretion in interactions with the children
 - Consulting with both parents before engaging in significant activities with the children
 - Respecting established family boundaries and traditions

5. PROMOTING POSITIVE RELATIONSHIPS The parties recognize that:

- a) Children may develop meaningful relationships with new significant others;
- b) Such relationships, when healthy and appropriate, can positively impact the children's lives;
- c) Both parties will:
 - Support and encourage positive relationships between the children and appropriate significant others
 - Not speak negatively about or undermine relationships with significant others
 - Work together to resolve any concerns or conflicts regarding significant others' relationships with the children
 - Maintain open communication regarding any issues or concerns that arise

Promise # 3.10. Sharing Extra Curricular Information The parents hereby recognize the critical importance of remaining fully informed and jointly engaged in their child's educational development and extracurricular pursuits. Both parents acknowledge that consistent access to academic information and participation in the child's activities outside school

hours are essential components of effective co-parenting. Therefore, they mutually commit to:

1. Share all school-related information in a timely manner, including but not limited to:
 - Report cards, progress reports, and interim grade assessments
 - Standardized test results and evaluations
 - School pictures, class photographs, and yearbooks
 - Homework assignments, projects, and completed schoolwork
 - Information about field trips, class events, and school functions
 - Parent-teacher conference schedules and subsequent feedback
 - Disciplinary reports or behavioral concerns raised by educators
2. Communicate regarding all extracurricular activities, including:
 - Sports team schedules, practices, games, and tournaments
 - Arts programs, recitals, exhibitions, and performances
 - Club meetings, special events, and competitions
 - Achievement certificates, awards, and recognition
 - Required equipment, uniforms, or materials needed
 - Transportation arrangements and parental attendance opportunities
 - Registration deadlines and fee information
3. Establish practical mechanisms for information sharing, such as:
 - Requesting duplicate copies of report cards and school communications
 - Creating a shared digital folder for academic documents and achievements
 - Maintaining a shared calendar for school and activity schedules
 - Forwarding relevant emails or correspondence from teachers/coaches
 - Notifying the other parent promptly about school events requiring attendance
4. Ensure both parents have equal access to:
 - School and teacher contact information
 - Parent portals, online gradebooks, and educational platforms
 - Information about educational decisions and potential interventions
 - Opportunities to volunteer or participate in school activities

The parents understand that their mutual commitment to information sharing demonstrates to their child the value of education and shows unified parental support regardless of the living arrangement. They agree that maintaining equal access to this information reduces potential sources of conflict and ensures both parents can actively participate in and celebrate their child's academic progress and extracurricular accomplishments.

Promise # 3.11. Sharing Logistical Important information

The parents hereby acknowledge the fundamental importance of maintaining complete access to their child's records and being fully informed about all events involving their child. Both parents recognize that shared information fosters effective co-parenting and demonstrates unified support for their child's activities and development. Therefore, they mutually commit to:

1. Ensure equal access to all child-related records, including:
 - All educational records, including report cards, attendance records, disciplinary reports, and special education documentation
 - Complete medical records, including vaccination history, treatment plans, and medication information
 - Dental records, including treatment history, orthodontic plans, and upcoming appointment needs
 - Psychological or counseling records, ensuring both

parents remain informed about the child's emotional well-being and therapeutic progress 2. Take affirmative and proactive steps to share information regarding: - Dates, times, and locations of all parent-teacher conferences - School programs, performances, and special events - Religious or church programs, ceremonies, and activities - Athletic events, including games, meets, tournaments, and championships - Practices for sports, performing arts, and other extracurricular activities - Recitals, performances, and exhibitions in which the child participates - Any other events or activities involving the child that would benefit from parental attendance 3. Implement specific mechanisms for ensuring thorough communication: - Maintain a shared digital calendar for all child-related events and appointments - Provide written notification of newly scheduled events within 48 hours of learning about them - Confirm receipt of important event information when shared by the other parent - Include details such as appropriate attire, required materials, or parental participation expectations - Share contact information for coaches, instructors, and activity leaders 4. Facilitate mutual participation by: - Ensuring both parents are listed as emergency contacts and authorized individuals at all venues - Requesting duplicate communications from schools, medical providers, and activity organizers - Arranging for adequate seating or space for both parents at events when possible - Respecting each parent's right to attend all child-related events regardless of which parent's parenting time it occurs during The parents understand that their commitment to information sharing and mutual access to records promotes their child's sense of security and well-being. They acknowledge that maintaining open communication about the child's activities demonstrates a united commitment to the child's development and reduces potential sources of conflict. Both parents agree that the child benefits when both parents are equally informed and able to participate fully in all aspects of the child's life.

b.

Additional Provision: **Religious Practice Agreement:** The parties agree to respect and encourage the children's religious freedom to explore various faiths and spiritual beliefs as they develop their own understanding and convictions. Both parents commit to fostering an environment where the children can ask questions, learn about different religious traditions, and form their own beliefs without pressure or coercion. If either parent chooses to participate in organized religion or regularly attend religious services with the children, that parent shall provide advance notice to the other parent regarding the nature of the religious activities, the frequency of participation, and the specific religious organization or community involved. The parents agree that decisions regarding formal religious education, ceremonies, or rites of

passage (such as baptism, confirmation, bar/bat mitzvah, or similar religious milestones) shall be made jointly through mutual agreement, with the children's input considered when age-appropriate. Neither parent shall disparage or denigrate the other parent's religious beliefs or practices in the children's presence, and both parents recognize that exposure to different perspectives can contribute positively to the children's spiritual and moral development.

C.

Additional Provision: **LIFE INSURANCE PROVISION** Each party agrees that if and when they obtain or maintain a life insurance policy, they shall designate a portion of that policy with the other parent named as beneficiary, or shall allocate funds from the policy to the other parent, until the youngest child reaches eighteen (18) years of age. The purpose of this designation is to ensure continued financial support for the children in the event of either parent's death. Each party shall provide the other party with proof of such beneficiary designation and policy information upon request. This obligation shall terminate when the youngest child reaches the age of eighteen (18), at which time each party may designate beneficiaries of their choice without restriction.

d.

Additional Provision: **The parties agree that the children's birth certificates and passports shall be stored at the residence of Garrett Skirvin. Garrett Skirvin shall be solely responsible for maintaining the safety and security of these documents while they are in his possession. Both parties acknowledge that these documents belong to the children and agree that they will be made reasonably available when needed for school, travel, or other necessary purposes upon request by either party.**

Duty to sign documents

81. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Name after divorce

82. **McKelle Skirvin** changed **her** name when the parties married. **McKelle Skirvin's** name will be **McKelle Boren** after the divorce.

Judge's signature may instead appear at the top of the first page of this document.

June 23, 2026

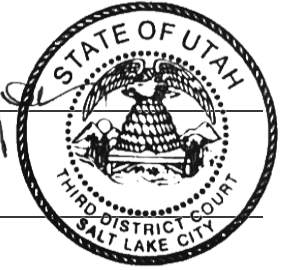
Date

Signature



Judge

Adam T. Mow



Signature

Date

Commissioner

Approved as to Form.

Other Party

Signature



ID 6eDEvida92K9TP37fapHryCU1

Other Party

Name

Garrett Steven Skirvin

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Garrett Steven Skirvin**

Method of service: **Email**

Address: **gskirvin21@gmail.com**

Date of Service:

6/1/2026

Date

Signature





ID TCXSfZg3HEpYYe17Q7TAY3zm

Printed
Name

McKelle Skirvin

eSignature Details

Signer ID: 6eDEvida92K9TP37fapHryCU
Signed by: Garrett Skirvin
Sent to email: garrett.skirvin4@gmail.com
IP Address: 174.252.255.214
Signed at: May 28 2026, 2:27 pm MDT

Signer ID: TCXSfZg3HEpYYe17Q7TAY3zm
Signed by: McKelle Skirvin
Sent to email: mckelleskirvin@gmail.com
IP Address: 107.115.41.55
Signed at: Jun 1 2026, 9:19 pm MDT