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IN THE SIXTH JUDICIAL DISTRICT COURT  
IN AND FOR WAYNE COUNTY, STATE OF UTAH

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OPPOSING PARTY,

Petitioner,

vs.

GOOD CLIENT,

Respondent.

**STIPULATION TO MODIFY CHILD  
CUSTODY AND SUPPORT ORDER,  
AND PROPOSED PARENTING PLAN**

Case Number: 123456789

Judge: Marvin D. Bagley

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The above-captioned parties, Opposing Party (hereinafter referred to as “Petitioner”) and Good Client (hereinafter referred to as “Respondent”), jointly file this “Stipulation to Modify Child Custody and Support Order, and Proposed Parenting Plan” (hereinafter referred to as this “Stipulation to Modify”), and stipulate and agree as follows in settlement of all issues arising out of or connected with the above-entitled action for child custody and support.

**RECITALS**

I. The parties were granted a decree of divorce, which is on file with the Court, that was entered by the Court on June 1, 2020. The parties entered, via their Decree of Divorce, a child custody and support order (hereinafter referred to as the “Original Order”), among other things.

II. The parties now desire to modify the Original Order according to the stipulated provisions contained hereinbelow.

III. The parties enter into this Stipulation to Modify freely and voluntarily and with the intent to be bound by its provisions.

IV. The parties agree that this Stipulation to Modify is the final and only agreement between the parties, and no other representations, warranties, promises or undertakings, oral or in writing, shall be binding upon them unless presented to and ordered by this, the Sixth Judicial District Court, in and for Wayne County, State of Utah (hereinafter referred to as the "Court").

V. The parties represent to the Court that each has had a full and fair opportunity to consult with his or her own independent legal counsel.

VI. Petitioner and Respondent are proceeding in this child custody and support action *pro se*.

VII. Petitioner and Respondent each enter into this Stipulation to Modify of his or her own respective free will and choice, and represent that no individual has threatened, cajoled, or promised them anything in exchange for entering into this Stipulation to Modify.

VIII. Petitioner and Respondent consent to personal jurisdiction of this Court, waive the statutory time in which to object, and further consent that the Court may enter an order regarding child custody and support without further notice.

IX. The parties stipulate that jurisdiction over this action and over the parties is properly vested in the Sixth Judicial District Court, in and for Wayne County, State of Utah.

X. The parties knowingly and of their own free will and choice stipulate to the Court granting an order modifying the Original Order regarding child custody and support in accordance with and as set forth in this Stipulation to Modify.

XI. The parties stipulate to waiver of any applicable waiting and interlocutory period established by Utah law.

XII. The parties fully understand and comprehend the significance of this child custody and support action and of this Stipulation to Modify as to all issues before the Court in this child custody and support action.

XIII. Each party acknowledges and agrees that he or she is accepting the provisions set forth in this Stipulation to Modify in full satisfaction of any matter set forth or at issue, or which could have been set forth or at issue in this proceeding, and each party warrants and represents that they intend to be bound by the provisions set forth in this Stipulation to Modify.

XIV. This Stipulation to Modify is entered into freely and voluntarily by both parties, either with the advice and input of counsel, or a party has waived the right to have counsel review the same. Each party has had the opportunity to ask questions and have his or her questions answered. Each Party agrees that it participated equally with the other in the drafting of this Stipulation to Modify, and so this Stipulation to Modify shall be interpreted without regard to any principle of construction regarding the drafting, authorship, or revision thereof. Neither party shall have any advantage in the drafting of this document and/or construction of any of its terms and provisions.

XV. This Stipulation to Modify shall be governed and construed in accordance with the laws of the State of Utah.

XVI. The parties further stipulate that the parties' Original Order regarding child custody and support shall be modified, and a new order shall be entered upon the terms and conditions set forth as follows:

### **THREE-MONTH RESIDENCY**

1. Petitioner and the parties' children (hereinafter referred to as the "Children") are, as of the date this action was filed, bona fide residents of Wayne County, State of Utah.

2. Petitioner and the Children have been residents of Wayne County, State of Utah, for at least three months immediately prior to the filing of this action.

3. Respondent currently resides in the city of Sandy, Salt Lake County, State of Utah, but he is nevertheless subject to the jurisdiction of this Court because Respondent and the Children are bonified residents of Wayne County, State of Utah.

### **VENUE**

4. Venue is proper in this matter because the parties' minor Children live in or are present in this county.

5. As aforementioned, the Children currently reside with Respondent in this county.

### **CHILDREN**

6. This Stipulation to Modify pertains to the following Children, whose respective initials and dates of birth are as follows:

- a. A.M.S., born on October 9, 2013;
- b. C.M.S., born on January 6, 2017; and
- c. E.L.S., born on August 18, 2019.

### **JURISDICTION OVER CUSTODY AND PARENT-TIME ISSUES**

7. Utah has jurisdiction over the custody and parent-time issues in this case because Utah is the home state of the parties' minor Children under Utah Code § 78B-13-102(7), or this case meets the criteria under Utah Code § 78B-13-201(1), 207, and 208.

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

- a. **Child:** A.M.S.  
**State:** Utah.  
**Address:** 123 Opposing Party St, Hanksville, Utah 84734.  
**Began living there:** March 15, 2016.  
**Resided with:** Petitioner, Opposing Party.  
**Relationship to this child:** Mother.  
**Current address:** 123 Opposing Party St, Hanksville, Utah 84734.
- b. **Child:** C.M.S.  
**State:** Utah.  
**Address:** 123 Opposing Party St, Hanksville, Utah 84734.  
**Began living there:** January 6, 2017.  
**Resided with:** Petitioner, Opposing Party.  
**Relationship to this child:** Mother.  
**Current address:** 123 Opposing Party St, Hanksville, Utah 84734.
- c. **Child:** E.L.S.  
**State:** Utah.  
**Address:** 123 Opposing Party St, Hanksville, Utah 84734.  
**Began living there:** August 18, 2019.  
**Resided with:** Petitioner, Opposing Party.  
**Relationship to this child:** Mother.  
**Current address:** 123 Opposing Party St, Hanksville, Utah 84734.

#### **OTHER COURT PROCEEDINGS**

9. Petitioner and Respondent state and stipulate as follows:
- a. There are no custody, child support, or parent-time cases about the parties' minor Children in any court or government agency—this includes filed, pending, and completed cases.
  - b. The parties do not know of any criminal, delinquency, or protective order cases involving the parties or their Children.

- c. The parties have physical custody over A.M.S., their child; the parties are the only people who have custody, child support, and parent-time rights to A.M.S.
- d. The parties have physical custody over C.M.S., their child; the parties are the only people who have custody, child support, and parent-time rights to C.M.S.
- e. The parties have physical custody over E.L.S., their child; the parties are the only people who have custody, child support, and parent-time rights to E.L.S.

### **BIOLOGICAL PARENTS INFORMATION**

10. Petitioner, Opposing Party, is and has been the biological mother of the Children above referenced.

11. Respondent, Good Client, is and has been the biological father of the Children above referenced.

### **CUSTODY**

12. It is in the Children's best interest that the parties be awarded the joint legal custody over the Children, but award Petitioner with the primary physical custody.

13. Respondent will have the right to parent-time at reasonable times and places.

14. Annexed hereinbelow is the parties proposed parenting plan; the parties verify that the plan is made in good faith and satisfies the parties' preference regarding parent-time.

### **THE PARTIES' INCOME**

15. Respondent's gross monthly income for child support purposes is \$3,302.00.

16. Respondent's base child support amount, using the above-referenced gross monthly income of Respondent with a sole custody calculation, is \$826.00 per month.

17. Petitioner's gross monthly income for child support purposes is \$2,600.00.

18. Petitioner's base child support amount, using the above-referenced gross monthly income of Petitioner with a sole custody calculation, is \$651.00

### **CHILD SUPPORT**

19. Respondent should be ordered to pay a monthly base child support, based upon a sole physical custody award, consistent with the Child Support Guidelines of the Utah Code.

20. Therefore, Respondent should pay \$826.00 per month in child support to Petitioner.

21. The party receiving the child support should have the right to cause the income of the party paying the child support to be withheld via the State of Utah Office of Recovery Services ("ORS"). Furthermore:

- a. If at any time either party desires to use ORS to collect and/or enforce child support, the obligee or payee party should be entitled to immediate and automatic income withholding under Utah Code §§30-3-5.1 and 62A-11-101 *et seq.*
- b. If ORS collects child support, ORS should also collect insurance premiums on behalf of the parties.
- c. If support is past due, the State of Utah may take federal or state tax refunds or rebates and apply the amounts to the child support owed.
- d. Withheld income will be sent to ORS until all past-due support is paid.
- e. Child support payments will be sent to Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011, unless ORS gives notice that payments should be sent elsewhere.

f. If ORS begins mandatory income withholding, child support is due on the first day of each month and will be past due on the first day of the next month.

22. Child support for the Children should terminate when they respectively become 18 years of age or have graduated from high school during their normal and expected year of graduation, whichever occurs later, or when they die, marry, become a member of the armed forces of the United States, or become emancipated pursuant to Utah Code § 78A-6-801.

23. Pursuant to Utah Code § 78B-12-210(10), the parties are on notice of the opportunity to adjust a support order under Subsections (8) and (9) of Utah Code § 78B-12-210.

24. Once a child is no longer eligible to receive child support, the support amount for the eligible Children will be recalculated using the child support worksheet (Utah Code 78B-12-202 *et seq.*).

25. 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.

26. Child support payments will start the month immediately following entry of the order. The payment schedule will be:

- a. one half of the total child support is due by the fifth (5th) day of every month;
- and
- b. the other half of the total child support is due by the twentieth (20th) day of every month.

27. Child support not paid by the 5th day of the month is past due on the 6th day of the month.



28. Child support not paid by the 20th day of the month is past due on the 21st day of the month.

29. If the Office of Recovery Services is used to collect support, their payment schedule will be followed.

30. Petitioner and Respondent will each pay half of any ORS fee.

31. If a fee is withheld from payments to Petitioner, Respondent will reimburse Petitioner for half of the fee.

32. If a fee is withheld from payments to Respondent, Petitioner will reimburse Respondent for half of the fee.

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

34. The parties must notify each other within thirty (30) days of any change to their income.

35. The parties can ask to change this child support order by motion after three years from the date of its entry if (1) there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines; if (2) the difference is not temporary; and if (3) the amount previously ordered was not a deviation from the child support guidelines.

36. If the Children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate.

37. The parties can ask to change this child support order at any time by filing a petition if there has been a substantial change in circumstances because of material changes in:

- a. custody;
- b. the relative wealth or assets of the parties;
- c. change in the income of a party of 30% or more;
- d. the employment potential and ability of a party to earn;
- e. the medical needs of the Children or a child; or
- f. the legal responsibilities of either party for the support of others.

38. The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines; furthermore, the difference may not be temporary.

39. The Court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as a part of a request to modify an existing award subject to limitations in the law.

#### **CLAIMING DEPENDENT CHILD FOR INCOME TAX PURPOSES**

40. Petitioner should solely be awarded the right to claim the Children as child tax credits and any other lawful applicable tax savings or benefits for state and federal income tax purposes.

#### **CHILD HEALTH CARE**

41. Respondent should maintain medical, hospital, and dental care insurance for the Children if it is available at a reasonable cost.

42. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parties, Respondent's insurance will be the primary coverage and Petitioner's insurance will be the secondary coverage.

43. If a party remarries and that party's dependent child is not covered by that party's health, hospital, or dental insurance plan but is covered by a stepparent's plan, Respondent's insurance will be the primary coverage and Petitioner's insurance will be the secondary coverage.

44. Both parties should equally share the out-of-pocket costs of the insurance premiums.

45. Both parties should equally share all uninsured and unreimbursed medical and dental expenses that are reasonably necessary—this includes deductibles, co-insurance, and co-payments paid by a party for the dependent Children.

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

47. 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.

48. 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.

49. 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, provided that ORS is involved in the parties' child support arrangement.

#### **PUBLIC ASSISTANCE STATEMENT**

50. Respondent has neither received nor is receiving any public assistance or benefits from the State of Utah.

51. Petitioner has received, or is receiving, public benefits from a housing subsidy program, the Job Training Partnership Act, Supplemental Security Income, Social Security

Disability Insurance, Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits.

52. This income of Petitioner does not count for child support purposes, and so the public assistance Petitioner is receiving was not considered in the parties' child support calculations contained hereinabove.

### **CHILD CUSTODY AND PARENTING PLAN**

#### **Physical Custody**

53. Both parties are fit and proper parents to be awarded the physical custody of the Children.

54. However, per the parties' prior agreement, Petitioner should be awarded the sole physical custody of the Children.

55. Therefore, Petitioner should be awarded the sole physical custody over all the Children.

#### **Legal Custody**

56. Both parties are fit and proper parents to be awarded the joint legal custody of the Children.

57. Per the parties' prior agreement, both parties should be awarded the joint legal custody of the Children.

58. Therefore, the parties should be awarded the joint legal custody over all the Children.

### **PARENTING PLAN**

59. This parenting plan is agreed to by the parties.

60. This proposed parenting plan is made in good faith and is in the best interest of the Children.

**Family Information**

61. The family information of Respondent is as follows:

<b>Name:</b>	Good Client
<b>Street Address:</b>	Good Client St.
<b>City, State, Zip:</b>	Sandy, Utah 84070
<b>Phone:</b>	(385) 123-4567
<b>Email:</b>	goodclient@gmail.com

62. The family information of Petitioner is as follows:

<b>Name:</b>	Opposing Party
<b>Street Address:</b>	Opposing Party St.
<b>City, State, Zip:</b>	Hanksville, Utah 84734
<b>Phone:</b>	(435) 123-4567
<b>Email:</b>	opposingparty@live.com

**Parent-Time**

63. The parties will follow a custom parent-time schedule.

64. The Children will reside with Petitioner and will have parent-time with Respondent according to the custom parent-time schedule contained hereinbelow; Petitioner will be the custodial parent.

65. During the school year, Respondent must travel to where the Children reside to visit the Children.

66. Respondent is not to travel with the Children outside of the town where they reside during his visits when school is in session.

67. During summer vacation, the Children will have the option to visit Respondent one weekend every month.

68. The Children will not be forced to participate in Respondent's visitation if they do not want to.

69. Respondent will be entitled to one weekend visit per month.

70. Each party should make the Children reasonably available to the other party during that party's scheduled parent-time.

**Parent-Time for Special Occasions**

71. The parties will follow the schedule for special occasions contained hereinbelow.

72. If there is more than one child and the Children's school schedules vary for purpose of a holiday, at the option of the party exercising the holiday or the party'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.

73. The schedule for special occasions is as follows:

<b>Special Occasion</b>	<b>Parent-Time Schedule</b>
Labor Day Weekend	<p><b>Odd Years:</b></p> <p><b>School Days:</b> Respondent will have parent-time on the Labor Day weekend in odd years beginning from the time school is regularly dismissed on Friday until Monday at 7:00 p.m.</p> <p><b>No School Days:</b> Respondent will have parent-time on the Labor Day weekend in odd years beginning from 9:00 a.m. on Friday until Monday at 7:00 p.m. Petitioner will not have parent-time in odd years on the Labor Day weekend or holiday.</p> <p><b>Even Years:</b></p> <p>Respondent will not have parent-time in even years on the Labor Day weekend or holiday.</p>

Special Occasion	Parent-Time Schedule
	<p><b>School Days:</b> Petitioner will have parent-time on the Labor Day weekend in even years from the time school is regularly dismissed on Friday until Monday at 7:00 p.m.</p> <p><b>No School Days:</b> Petitioner will have parent-time on the Labor Day weekend in even years from 9:00 a.m. on Friday until Monday at 7:00 p.m.</p>
Columbus Day Weekend	<p><b>Odd Years:</b></p> <p><b>School Days:</b> Petitioner will have parent-time on the Columbus Day weekend in odd years beginning from the time school is regularly dismissed on Friday until Monday at 7:00 p.m.</p> <p><b>No School Days:</b> Petitioner will have parent-time on the Columbus Day weekend in odd years beginning from 9:00 a.m. on Friday until Monday at 7:00 p.m.</p> <p>Respondent will not have parent-time in odd years on the Columbus Day weekend or holiday.</p> <p><b>Even Years:</b></p> <p>Petitioner will not have parent-time in even years on the Columbus Day weekend or holiday.</p> <p><b>School Days:</b> Respondent will have parent-time on the Columbus Day weekend in even years from the time school is regularly dismissed on Friday until Monday at 7:00 p.m.</p> <p><b>No School Days:</b> Respondent will have parent-time on the Columbus Day weekend in even years from 9:00 a.m. on Friday until Monday at 7:00 p.m.</p>
Fall School Break	<p><b>Odd Years:</b></p> <p><b>School Day:</b> Respondent will have parent-time on the Fall Break in odd years beginning from the time school is regularly dismissed on Wednesday until Sunday at 7:00 p.m.</p> <p><b>No School Day:</b> Respondent will have parent-time on the Fall Break in odd years beginning from 9:00 a.m. on Wednesday until Sunday at 7:00 p.m.</p> <p>Petitioner will not have parent-time in odd years on the Fall Break.</p> <p><b>Even Years:</b></p>

Special Occasion	Parent-Time Schedule
	<p>Respondent will not have parent-time in even years on the Fall Break.</p> <p><b>School Day:</b> Petitioner will have parent-time on the Fall Break in even years from the time school is regularly dismissed on Wednesday until Sunday at 7:00 p.m.</p> <p><b>No School Day:</b> Petitioner will have parent-time on the Fall Break in even years from 9:00 a.m. on Wednesday until Sunday at 7:00 p.m.</p>
Halloween	<p><b>Odd Years:</b></p> <p>Petitioner will have parent-time on Halloween in odd years from after school until 9 p.m. if on a school day, or from 4 p.m. until 9 p.m.</p> <p>Respondent will not have parent-time in odd years on Halloween.</p> <p><b>Even Years:</b></p> <p>Petitioner will not have parent-time in even years on Halloween.</p> <p>Respondent will have parent-time on Halloween in even years from after school until 9 p.m. if on a school day, or from 4 p.m. until 9 p.m.</p>
Veterans' Day	<p><b>Odd Years:</b></p> <p>Respondent will have parent-time on Veterans' Day in odd years beginning 6:00 p.m. on Friday until Monday at 7:00 p.m.</p> <p>Petitioner will not have parent-time in odd years on Veterans' Day holiday.</p> <p><b>Even Years:</b></p> <p>Respondent will not have parent-time in even years on the Veterans' Day holiday.</p> <p>Petitioner will have parent-time on Veterans' Day in even years beginning 6:00 p.m. on Friday until Monday at 7:00 p.m.</p>
Thanksgiving Break	<p>Respondent will have parent-time every year for Thanksgiving starting on Wednesday at 7:00 pm until Sunday at 5:00 pm.</p>
Winter Break	<p>Respondent will not have parent-time during winter break, except for the time he is allowed visitation on Christmas Eve.</p>
Christmas Eve	<p>Respondent may have visitation with the Children on Christmas Eve Day from 8:00 am until 5:00 pm every year.</p>
Christmas Day	<p>Respondent will not have parent-time on Christmas Day.</p>



Special Occasion	Parent-Time Schedule
New Year's Eve	<p><b>Odd Years:</b></p> <p>Respondent will have parent-time in odd years on New Year's Eve.</p> <p>Petitioner will not have parent-time in odd years on New Year's Eve.</p> <p><b>Even Years:</b></p> <p>Respondent will not have parent-time in even years on New Year's Eve.</p> <p>Petitioner will have parent-time in even years on New Year's Eve.</p>
New Year's Day	<p><b>Odd Years:</b></p> <p>Respondent will have parent-time in odd years on New Year's Day.</p> <p>Petitioner will not have parent-time in odd years on New Year's Day.</p> <p><b>Even Years:</b></p> <p>Respondent will not have parent-time in even years on New Year's Day.</p> <p>Petitioner will have parent-time in even years on New Year's Day.</p>
Martin Luther King Day Weekend	<p><b>Odd Years:</b></p> <p>Respondent will have parent-time on Dr. Martin Luther King Jr. Day weekend in odd years beginning 6:00 p.m. on Friday until Monday at 7:00 p.m.</p> <p>Petitioner will not have parent-time in odd years on Dr. Martin Luther King Jr. Day weekend or holiday.</p> <p><b>Even Years:</b></p> <p>Respondent will not have parent-time in even years on Dr. Martin Luther King Jr. Day weekend or holiday.</p> <p>Petitioner will have parent-time on Dr. Martin Luther King Jr. Day weekend in even years beginning 6:00 p.m. on Friday until Monday at 7:00 p.m.</p>
President's Day Weekend	<p><b>Odd Years:</b></p> <p>Petitioner will have parent-time on the Presidents' Day weekend in odd years beginning 6:00 p.m. on Friday until Monday at 7:00 p.m.</p>

Special Occasion	Parent-Time Schedule
	<p>Respondent will not have parent-time in odd years on the Presidents' Day weekend or holiday.</p> <p><b>Even Years:</b></p> <p>Petitioner will not have parent-time in even years on Presidents' Day weekend or holiday.</p> <p>Respondent will have parent-time on Presidents' Day weekend in even years beginning 6:00 p.m. on Friday until Monday at 7:00 p.m.</p>
Spring School Break	<p><b>Odd Years:</b></p> <p><b>School Days:</b> Respondent will have parent-time on the Spring School Break in odd years beginning from the time school is regularly dismissed on Wednesday until Sunday at 7:00 p.m.</p> <p><b>No School Days:</b> Respondent will have parent-time on the Spring School Break in odd years beginning from 9:00 a.m. on Wednesday until Sunday at 7:00 p.m.</p> <p>Petitioner will not have parent-time in odd years on the Spring School Break.</p> <p><b>Even Years:</b></p> <p>Respondent will not have parent-time in even years on the Spring School Break.</p> <p><b>School Days:</b> Petitioner will have parent-time on the Spring School Break in even years from the time school is regularly dismissed on Wednesday until Sunday at 7:00 p.m.</p> <p><b>No School Days:</b> Petitioner will have parent-time on the Spring School Break in even years from 9:00 a.m. on Wednesday until Sunday at 7:00 p.m.</p>
Mother's Day	<p>Petitioner will have parent-time each year on Mother's Day from 9 a.m. until 7 p.m.</p> <p>Respondent will not have parent-time on Mother's Day.</p>
Memorial Day Weekend	<p><b>Odd Years:</b></p> <p>Petitioner will have parent-time on the Memorial Day weekend in odd years beginning 6:00 p.m. on Friday until Monday at 7:00 p.m.</p> <p>Respondent will not have parent-time in odd years on the Memorial Day weekend or holiday.</p>

Special Occasion	Parent-Time Schedule
	<p><b>Even Years:</b></p> <p>Petitioner will not have parent-time in even years on the Memorial Day weekend or holiday.</p> <p>Respondent will have parent-time on the Memorial Day weekend in even years beginning 6:00 p.m. on Friday until Monday at 7:00 p.m.</p>
Father's Day	<p>Respondent will have parent-time each year Father's Day from 9 a.m. until 7 p.m.</p> <p>Petitioner will not have parent-time Father's Day.</p>
Summer School Break / Vacation	<p>Respondent will have up to two weeks of uninterrupted Extended summer parent-time when school is not in session, at the option of Respondent. Respondent will have an additional two weeks of Extended Summer parent-time at the option of Respondent, subject to weekday parent-time and holidays for Petitioner, but not weekends normally exercised by Petitioner. Respondent will notify Petitioner of the summer break extended parent-time at least 30 days before the end of a child's school year. If the notification is not timely, Petitioner may determine the schedule for extended parent-time for Respondent, so long as Petitioner has provided timely notice.</p> <p>Petitioner will have up to two weeks of uninterrupted Extended summer parent-time when school is not in session, at the option of Petitioner. Petitioner will have an additional two weeks of Extended Summer parent-time at the option of Petitioner, subject to weekday parent-time and holidays for Respondent, but not weekends normally exercised by Respondent. Petitioner will notify Respondent of the summer break extended parent-time at least 30 days before the end of a child's school year. If the notification is not timely, Respondent may determine the schedule for extended parent-time for Petitioner, so long as Respondent has provided timely notice.</p>
Independence Day	<p><b>Odd Years:</b></p> <p>Respondent will have parent-time in odd years on Independence Day from 6 p.m. the day before the holiday, until 11 p.m. on the holiday, or no later than 6 p.m. on the day following the holiday at the option of Respondent. Petitioner will not have parent-time in odd years on Independence Day.</p> <p><b>Even Years:</b></p> <p>Respondent will not have parent-time in even years on Independence Day.</p>

Special Occasion	Parent-Time Schedule
	<p>Petitioner will have parent-time in even years on Independence Day from 6 p.m. the day before the holiday, until 11 p.m. on the holiday, or no later than 6 p.m. on the day following the holiday at the option of Petitioner.</p>
Pioneer Day	<p><b>Odd Years:</b></p> <p>Respondent will have parent-time in odd years on Pioneer Day from 6 p.m. the day before the holiday, until 11 p.m. on the holiday, or no later than 6 p.m. on the day following the holiday at the option of Respondent.</p> <p>Petitioner will not have parent-time in odd years on Pioneer Day.</p> <p><b>Even Years:</b></p> <p>Respondent will not have parent-time in even years on Pioneer Day.</p> <p>Petitioner will have parent-time in even years on Pioneer Day from 6 p.m. the day before the holiday, until 11 p.m. on the holiday, or no later than 6 p.m. on the day following the holiday at the option of Petitioner.</p>
Children's Birthdays	<p><b>Odd Years:</b></p> <p>Respondent will have parent-time in odd years on the day before or after the actual birth date from 3:00 p.m. until the following morning when Respondent delivers the child to school, or 8:00 a.m. if there is no school.</p> <p>Petitioner will have parent-time in odd years on the actual birth date from 3:00 p.m. until the following morning when Petitioner delivers the child to school, or 8:00 a.m. if there is no school.</p> <p><b>Even Years:</b></p> <p>Petitioner will have parent-time in even years on the day before or after the actual birth date from 3:00 p.m. until the following morning when Petitioner delivers the child to school, or 8:00 a.m. if there is no school.</p> <p>Respondent will have parent-time in even years on the actual birth date from 3:00 p.m. until the following morning when Respondent delivers the child to school, or 8:00 a.m. if there is no school.</p>
Respondent's Birthday	<p>Respondent will have parent-time each year on Respondent's birthday from 3:00 p.m. until the following morning when Respondent delivers the child to school, or 8:00 a.m. if there is no school.</p>

Special Occasion	Parent-Time Schedule
	Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the party exercising uninterrupted time takes the child away from that party's residence for the uninterrupted extended parent-time.
Petitioner's Birthday	<p>Petitioner will have parent-time each year on Petitioner's birthday from 3:00 p.m. until the following morning when Petitioner delivers the child to school, or 8:00 a.m. if there is no school.</p> <p>Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the party exercising uninterrupted time takes the child away from that party's residence for the uninterrupted extended parent-time.</p>

#### **Parent-Time Transfers**

74. Pick-up and drop-off (hereinafter referred to as "transfers") of the Children for parent-time will be as described below.

75. Each party should make the Children reasonably available to the other party for transfers so that said transfers occur smoothly and painlessly for the Children.

#### **Decisions-Making**

76. The following applies to the Parenting Plan:

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

- d. The parties will share responsibility for making major decisions about the Children.
- e. If there is a disagreement, the parties will resolve said dispute as provided in the Resolving Disputes section hereinbelow.

#### **Education Plan**

- 77. The school the Children will attend is based on Petitioner's home residence.
- 78. Petitioner has authority to check the Children out of school.
- 79. Petitioner has access to the Children during school.
- 80. If the parties cannot agree, education decisions will be made by Petitioner.

#### **Communication with Each Other**

- 81. The parties will communicate with each other by any effective method of their choosing.

#### **Communication with the Children**

- 82. The parties agree that they will (1) provide age-appropriate help to the Children to communicate with the other party, and (2) give the Children privacy during their communication with the other party.

- 83. The parties will not interfere with or monitor the communication between the Children and the other party.

- 84. The parties and Children may communicate with each other whenever the Children choose, and by any effective method of their choosing.

- 85. Neither party will prevent the other from communicating with the Children during the Children's scheduled communication with either party; furthermore, the party who is not

scheduled for communications with the Children shall not interfere with or supervise the other party's communication with the Children.

#### **Records and Information Sharing**

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

#### **Travel by the Children**

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

#### **Military Service by a Parent**

88. Neither party is a service member.

#### **Relocation of a Parent**

89. Respondent will be responsible for transportation and cost of travel during his parent-time with the Children; all parent-time set previously will apply.

90. If either party lives more than 149 miles away from the other or the parties live in separate countries, the costs for the Children's travel expenses for parent-time will be paid by Respondent.

91. Respondent shall be responsible for all travel expenses of the Children, unless otherwise specified herein.

92. If a party 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.

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

94. The party reimbursing the other party shall do so within a reasonable time, with all due haste, and via any efficacious method agreed to by the parties.

### **Changing the Plan**

95. This Parenting Plan remains in effect until changed.

96. Any change to this Parenting Plan must be agreed to by both parties, and in the following manner: Major or permanent changes must be in writing, but minor or temporary changes can be made orally.

### **Resolving Disputes**

97. If the parties 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.

98. If the parties are unable to agree, they will go to mediation before bringing the issue to court.

### **Additional Child Custody and Parent-Time Provisions**

99. Each party should permit and encourage reasonable and uncensored communications between the Children and the other party in the form of mail privileges, telephone, and virtual parent-time, at reasonable hours and for a reasonable duration when the Children are with him or her.

100. Special consideration should be given by each party to make the Children available to attend family functions, including funerals, weddings, family reunions, religious holidays,



important ceremonies, and other such significant events in the life of the Children or in the life of either party, which may inadvertently conflict with the parent-time schedule.

101. Unless the parties agree in advance and in writing, regular school hours may not be interrupted for the exercise of parent-time by either party.

102. Each party should be responsible for staying apprised of all significant school, social, sports, community functions, and other activities in which the Children participating or being honored, and each party should be entitled to attend and participate fully in such activities.

103. Each party should cooperate with one another so that they can stay apprised of all significant school, social, sports, community functions, and other activities in which the Children are participating or being honored.

104. The Court should order that all dates, times, and places for the Children's school-related, athletic, social, club, religious, community, and significant family activities, as well as health care appointments, are to be promptly and clearly entered into a shared Google (or similar) calendar as soon as a party learns of the activity, so as to ensure that each party is aware of the Children's activities as soon as possible.

105. Each party should be fully and accurately identified as the Children's parent in the Children's school records, medical records, and healthcare records, and all other records that request the identification of the Children's parents.

106. Neither party requires the consent of the other to appear as a parent on the Children's records; furthermore, neither parent may prevent the other from appearing as a parent on the Children's records.

107. Each party should have direct access to all of the Children's school reports, including preschool and daycare reports, as well as all medical and healthcare records pertaining to the Children.

108. Each party should provide the other with his or her current address, telephone number, email address, and other virtual parent-time access information within 24 hours of any change thereof.

109. The parties shall, generally, keep each other apprised of their respective contact information as referenced herein, so that each party will be able to communicate with the other openly and effectively regarding their Children, parent-time, reimbursements, child support, custody arrangements, and any other matter that is subject to this Stipulation to Modify.

#### **RESTRAINING ORDERS**

110. Neither party may transfer, encumber, conceal, or dispose of any property of either party without the written consent of the other party or a court order, except in the usual course of business or to provide for the necessities of life.

111. Neither party may, through electronic or any other means, disturb the peace of, harass, or intimidate the other party.

112. Neither party may commit domestic violence or abuse against the other party or the parties' Children.

113. Neither party may use the other party's name, likeness, image, or identification to obtain credit, open an account for service, or obtain a service.

114. Neither party may cancel or interfere with telephone, utility, or other services used by the other party.

115. Neither party may cancel, modify, terminate, change the beneficiary, or allow to lapse for voluntary nonpayment of premiums, any policy of health insurance, homeowner's or renter's insurance, automobile insurance, or life insurance without the written consent of the other party or a court order.

116. Neither party may engage in non-routine travel with the Children without the written consent of the other party or a court order.

117. Neither party may demean or disparage the other party, attempt to influence their Children's preference regarding custody or parent-time, say or do anything that would tend to diminish the love and affection of the Children for the other party, or involve the Children in the issues of this divorce or of the parties' marriage generally.

#### **DUTY TO SIGN DOCUMENTS**

118. Both parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their future and sought "Order Modifying Child Custody and Support, and Proposed Parenting Plan."

119. Should a party fail to execute a document within 60 days of the entry of their "Order Modifying Child Custody and Support, and Proposed Parenting Plan," the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure.

120. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

WHEREFORE, Petitioner, Opposing Party, and Respondent, Good Client, jointly petition the Court that they be granted an order modifying their current child custody and support order, pursuant to the terms of this Stipulation to Modify.

**STIPULATION**

The above-referenced parties, Opposing Party, Petitioner, and Good Client, Respondent, under criminal penalty under the law of the State of Utah, hereby declare that everything stated in this document is, to the best of their knowledge, true and correct, and the parties stipulate and agree to be bound by the provisions of this Stipulation to Modify via their respective duly authorized signatures below.

**Petitioner, Opposing Party:**

**Respondent, Good Client:**

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

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signed at (City, County, State)*

\_\_\_\_\_  
*Signed at (City, County, State)*

**\*\*\*THIS IS THE END OF THE PARTIES' STIPULATION TO MODIFY\*\*\***