

# NINTH JUDICIAL DISTRICT RULES AND POLICY

**FILED**

**OCT 18 2016**

**DOUGLAS T. SHIMA  
CLERK OF APPELLATE COURTS**

To the extent deemed necessary, all rules and policies herein may be waived or modified by any Judge. Prior rules existing in the Ninth Judicial District are hereby repealed.

1. CONTACT WITH COURT SERVICES:

No attorney shall contact Court Services about any pending case which is being investigated by Court Services without first obtaining permission of the Court.

2. COURT ORDERED REPORTS

All Court ordered reports (presentence and juvenile disposition reports) shall be completed by Court Services within sixty (60) days from the date they are ordered. All reports shall be given to the attorneys involved at least seven (7) days prior to the hearing for which such reports were prepared.

3. ATTORNEY VOUCHERS

Vouchers submitted to the Court for approval for payment out of the Indigent Defense Fund shall be accompanied by an itemized statement of the attorney's time and expenses.

4. BONDS

Unless otherwise ordered by the Court, in criminal cases, out of county property will not be accepted as surety for the bond.

5. CONTINUANCES

The Court will not grant a continuance on any case unless all attorneys involved in the case have agreed thereto, and there is good reason therefore. If all attorneys do not agree, a hearing on the continuance must be held before the Court.

6. PREPARATION OF FORMS

All attorneys shall prepare the summons, subpoenas, attachments, garnishments, and related forms pertaining to their cases.

7. SCHEDULING OF CASES

All scheduling of cases, except uncontested probate, traffic, small claims and aid in execution cases will be done through the Judge assigned to the case. Scheduling of uncontested probate, traffic, small claims and aid in execution cases may be done through the Clerk's office.

8. COURT FILES AND RECORDS

Attorneys and the public shall utilize the Courts public access computer to obtain all case information or contact the Clerk of the Court for assistance as needed.

9. LIMITATION ON NUMBER OF WITNESSES

Unless otherwise ordered by the Court, no party shall cause more than three (3) witnesses to testify to the same fact in issue.

10. CHANGES TO DOCUMENTS

No papers shall be filed with the Court that bears handwritten changes, deletions or additions. All such papers shall be retyped before filing. Additionally, no document filed with the Court may be changed without the express consent of the Judge assigned to such case.

11. CONTESTED CUSTODY CASES

No child custody dispute (excluding temporary orders) shall be heard by the Court until a dispute resolution assessment and subsequent recommendations are completed.

12. DOMESTIC CASES: MEDIATION OF CUSTODY AND PARENTING TIME ISSUES

Rules and Policies pertaining to K.S.A. Chapter 23 cases involving minor child(ren) are as follows:

Part I  
Requirement and Procedure for Divorce Impact Education

All parties filing a Petition for Divorce or Petition for Paternity (excluding actions initiated by DCF for child support) with the District Court of Harvey or McPherson Counties, who have a child, or children, under the age of eighteen (18) years, shall within sixty (60) days from the date said action is filed, attend a "Divorce Impact Education" class that has been approved by the Community Mediation Center (CMC).

This requirement applies to any party seeking the first Final custody/parenting time order in a divorce or paternity case. This requirement does not apply to any party that has completed a court approved Divorce Impact Education class ordered with reference to the same case that is before the Court. It shall be the duty of the petitioner's attorney upon filing the action to procure from the Court an ex parte order (**Template #1**) requiring attendance at an approved divorce impact class. Said order shall be

served, along with the Petition, upon the respondent. A file-stamped copy of the order shall be sent to the Community Mediation Center by the clerk's office.

The order referred to above shall contain contact information for the Community Mediation Center (set out at the end of Rule 12), along with a requirement that the parties contact CMC to obtain class schedules and locations. Each party shall pay his/her own costs of the class on or before the beginning of the class session.

## Part II

### Requirement and Procedure for Dispute Resolution Assessment

All parties to a divorce or paternity action (excluding actions initiated by DCF for child support), and all parties requesting a change in child custody and/or parenting issues shall attempt to resolve all such issues before they will be considered by the Court.

In the event the parties cannot resolve such issues through their own (or attorney's) negotiation, the Court shall order the parties to participate in the following process before setting any issue for trial.

#### Dispute Resolution Assessment.

The petitioner or moving party will prepare an Order for Dispute Resolution Assessment (**Template #2**), a file-stamped copy of which will be sent to the Community Mediation Center (CMC) by the clerk's office. The Order shall include:

1. The names of all parties involved, their respective addresses, and home and/or mobile telephone numbers.
2. The obligation of both parties to contact the Community Mediation Center within seven (7) days of the issuance of the Order to arrange for the Assessment.
3. Contact information for the Community Mediation Center, which can be found at the end of this rule.

The Community Mediation Center will arrange for a confidential assessment, using an instrument that has been approved by this Court, to determine which dispute resolution process is appropriate. An assessment will be scheduled within two weeks of CMC's receipt of the Order for Assessment, or as soon thereafter as possible. Dispute resolution options include:

1. Mediation
2. Limited case management [pursuant to the Court's standard Order for Limited Case Management, **Template #3**]
3. Brief Focused Assessment [pursuant to the Court's standard Order for Brief Focused Assessment, **Template #4**]
4. Return to Court for further action (e.g., full custody evaluation, full case management, or trial)

The Assessment recommendation will be submitted to the Court, together with an Order for the Court's review and completion, recommending how the parties will next proceed. (**Template #5**)

The completed assessment instrument upon which the recommendation is based is confidential and not subject to discovery by the parties.

Cost of the first three options listed above will be based upon a sliding scale that has been approved by the Court. CMC shall be responsible for determining the income of the each party for purposes of establishing dispute resolution fees pursuant to the Court-approved sliding fee scale, and parties shall provide information requested by CMC to make a fair determination of income.

#### Dispute Resolution Specialists.

The Community Mediation Center will be responsible for maintaining a panel of qualified Dispute Resolution (DR) Specialists for McPherson County and Harvey County. Based on assessment results and intake information, CMC will assign each case to an appropriate DR specialist.

Nothing in this rule prohibits the parties from selecting their own private DR specialist, so long as all parties mutually agree on the specialist and so long as the specialist is qualified to provide the DR process recommended by the DR Assessment. The cost of private DR processes shall be paid by the parties.

#### Mediation Agreement or Impasse.

In the case of mediation, a party's attorney (or the mediator if the parties are pro se) shall file the Mediation Agreement with the Court. In the event parenting issues are not fully resolved by mediation, the mediator will notify the Community Mediation Center of the impasse. CMC will then notify the Court and recommend a further DR process appropriate for the parties (**Template #6**)

#### Recommendations of Dispute Resolution Specialists

In those cases sent to Limited Case Management or Brief Focused Assessment, the DR Specialist will file any recommendations with the Court, with copies to the parties' attorneys and to the Community Mediation Center. Those recommendations become the order of the Court unless one of the parties objects to some or all of the recommendations within fourteen (14) days of when the recommendations are mailed. If only some of the recommendations are objected to, only the recommendations that are explicitly objected to will be the subject of any motion before the Court, and all other recommendations will take effect after fourteen (14) days.

### Part III

#### Requirement to attend Healthy Opportunities for Parenting Effectively

#### ("H.O.P.E.")

If the parties have been before the Court previously in the same numbered case in which a new action or motion is filed, and have not participated in the Community Mediation Center's H.O.P.E. program within two years prior to the date the new action or motion is filed, the Court shall order (**Template #7**) all parties to participate in a H.O.P.E. session (composed of four classes), or equivalent program approved by CMC. The limited case manager or brief focused assessor may also recommend that parties attend a H.O.P.E. session. When ordered by the Court, participation in a H.O.P.E. session must be completed before a final Court order in the current action or motion is issued.

The dates and times when H.O.P.E. sessions are offered may be obtained by contacting the Clerk's office, or by contacting the Community Mediation Center.

Each party shall pay his/her own costs of the class on or before the beginning of the first class session.

See Appendices to Rule No. 12 for program Templates 1 through 7.

13. FILING BY CLERKS

Insofar as possible, all cases and paperwork filed with the Clerk's office shall be processed the same day received or no later than, the next business day.

14. REQUEST FOR EARLY FILING BY ATTORNEYS

The Court requests that all attorneys file their cases and paperwork with the Clerk's office prior to 3:00 p.m., so as to allow the Clerk's office sufficient time to process such work each day. Copies of papers filed after 3:00 p.m. may not be available the same day as filed.

15. BONDS

No individual or bonding company shall write bonds in the District Court without first having obtained approval by the Chief Judge. When a bond is violated, the Court shall declare the bond forfeited and the agent of the bonding company or the company itself shall be notified. If an order of forfeiture is entered by the Court on the State's motion, the bonding company shall either produce the defendant or pay the money into the Court within ten (10) days thereafter, and if not so paid, the individual or bonding company responsible shall forfeit his, hers or its rights to write bonds in the District Court of the Ninth Judicial District.

16. COPIES OF CONFIDENTIAL REPORTS

Attorneys shall not furnish to anyone copies of any child custody investigation reports, Department of Children and Families (DCF), St. Francis and/or CASA reports, presentence investigations, work restitutions, or any other confidential reports.

17. DISTRICT COURT TRUSTEE; APPOINTMENT; ENFORCEMENT OF SUPPORT AND RESTITUTION

Pursuant to the provisions of K.S.A. 20-375 et seq., the following rule is promulgated by the Chief Judge of the Ninth Judicial District for the appointment of a District Court Trustee along with rules relating to the enforcement of support and restitution. Harold F. Schorn, II is appointed District Court Trustee for the Ninth Judicial District to serve at the pleasure of the Chief Judge. With the exception of cases approved by the court for opt out pursuant to Ninth District Court Rule 28 and cases where child support rights are assigned to the Department for

Children and Families, the District Court Trustee shall be responsible for enforcement of all child support and maintenance orders, including all temporary support orders filed as of March 1, 2014 entered in the district. Further, the District Court Trustee shall be responsible for the enforcement of restitution cases referred by the District Court.

#### POWERS OF THE DISTRICT COURT TRUSTEE

- (a) The court trustee shall be authorized and empowered to pursue all civil remedies which would be available to the obligee or obligor in establishing and enforcing payment of support or restitution.
- (b) The court trustee may also file motions for an increase or a decrease of the amount of support on behalf of any child. Any such motion to modify the amount of support shall not be heard until notice has been given to the obligee, the obligor and their attorneys of record, if any.
- (c) The court trustee shall have the following additional powers and duties: (1) To issue summonses, administrative subpoenas and subpoenas duces tecum to obligors, obligees and other witnesses who possess knowledge or books and records relating to enforcement of support or restitution to appear in the office of the trustee or before the district court for examination; (2) to administer oaths and take sworn testimony on the record or by affidavit; (3) to appoint special process servers as required to carry out the court trustee's responsibilities under this section; (4) to enter into stipulations, acknowledgments, agreements and journal entries, subject to approval of the court; and (5) to enter into contracts pursuant to K.S.A. 20-169, and amendments thereto, with the judicial administrator for the collection of debts owed to courts or restitution owed to obligees.

#### RULES RELATING TO ENFORCEMENT OF SUPPORT

- (a) No new or modified child support or maintenance order, temporary or final, will be accepted for filing by the Court without the properly completed child support information sheet required by Kansas Supreme Court and the Ninth Judicial District Court Trustee information form.
- (b) With the exception of orders approved by the Court for opt out pursuant to Ninth District Court Rule 28, all child support and maintenance orders shall include language providing for enforcement by the District Court Trustee, payment through the Kansas Payment Center, enforcement by income withholding order, withholding of the enforcement fee, and a provision that each party shall keep the office of the District Court Trustee advised, in writing, of any change of name, address, or employment status, together with full business address of any current employer or payor of income. Said written notice shall be provided within seven days of any such occurrence. For purposes of mail service of any motions or other paperwork allowed to be served by mail, the District Court Trustee shall be entitled to rely upon the last known address of the party to be served, and any such mail service shall be deemed to be sufficient.
- (c) If the required provisions set out above are not included in any child support or maintenance order filed with the Court, they shall be considered incorporated by this rule as though set out in full therein, and all parties shall be required to conform thereto.

## COSTS OF ENFORCEMENT

The District Court Trustee is authorized to charge up to five percent (5%) of the support collected and up to thirty-three percent (33%) of the restitution collected under this rule to defray the cost of enforcement pursuant to K.S.A. 20-380.

### 18. MEDICAL MALPRACTICE SCREENING PANEL

1. Any party filing a request for medical malpractice screening panel shall file with the request:
  - (a) A short statement explaining the basic medical failures alleged and the nature of the alleged injury. (That defendant was not negligent or deviated from care generally is not sufficient. There must be some identification of the claimed injury and some brief statement of the suspected departures from standard practice.) This statement shall not be binding or limit the plaintiff from other allegations which become known thereafter.
  - (b) An Order signed by counsel and ready for the Court's signature authorizing the release of medical records and x-rays, etc. to counsel for all named defendants. (The names of counsel need not be specified as they will be unknown at that time.)
  - (c) A list of all known health care providers who have rendered treatment to the plaintiff within the preceding five (5) years including all hospitals where plaintiff received any treatment. To the extent possible, full names and addresses shall be provided.
  - (d) The above list shall include the plaintiff's date of birth.
2. Along with the Notice convening the screening panel, the Court shall provide to the parties copies of all additional documents required to be filed by these rules, including a certified copy of the Order for production of medical records, and a Notice of a status conference.
3. The Court shall hold a status conference in all screening panel cases. Counsel for the parties and the Chairperson shall appear and a schedule shall be established for the submission of records, contentions and the preliminary conference of the panel.
4. Except by agreement of all parties, no affidavits from the parties or any "expert opinions", or depositions taken in the case shall be submitted.

5. The chairperson shall provide a file stamped copy of the opinion of the panel to counsel for all parties and the Commissioner of Insurance as administrator of the Health Care Stabilization Fund.

19. JURY SELECTION/SUMMONING

The following procedure shall be used for the selection of juries:

At such times the Court deems it necessary to secure a panel of jurors to serve herein, said Court as jury commissioner, shall direct that a sufficient number of qualified jurors be randomly selected from legally approved records prepared from voter registration records of the county, lists of licensed drivers residing in the county or enumeration or census records for the county.

The following procedure shall be used for summoning a jury panel:

At least five (5) days before the attendance date of a jury panel, the Jury Commissioner shall summon the person so selected by mailing a written notice to each such person by first class mail, postage prepaid.

In all cases where an insufficient number of jurors appear or if a panel be exhausted by challenge or otherwise before the jury is sworn, the Court may order the Sheriff or the Clerk to summon a sufficient number of other persons to complete the jury. The Court may order such additional members to be summoned within a reasonable time prior to attendance date.

20. CASA PROGRAM

There is in the Ninth Judicial District an established CASA program known as CASA: A Voice for Children, Inc.

The CASA program is subject to the following Court rules:

1. The program shall meet the standards relating to CASA volunteer programs promulgated by the judicial administrator.
2. All CASA volunteers must be certified by the local program and shall meet the criteria established and set forth by CASA: A Voice for Children, Inc., as approved by the District Judge.
3. The responsibilities of the Court to the CASA program and of the CASA program to the Court shall be those set forth in the current memorandum of agreement between CASA: A Voice for Children, Inc., and the Ninth Judicial District. A copy of this memorandum of agreement will be available in the CASA office.

4. The procedure for assignment of the program to cases and for the removal of the program from cases shall be as set forth in the rules and regulations and the memorandum of agreement.
5. The procedure for resolution of grievances and conflicts for CASA programs, if not resolved within the administrative procedure of CASA: A Voice for Children, Inc., shall be written appeal to the District Court in the county in which the grievance and conflict arose.
6. Resolution of grievances by individual CASA volunteers shall be as set forth in the written policies of CASA: A Voice for Children, Inc.
7. In order for CASA: A Voice for Children, Inc., to be eligible for renewal of its memorandum of agreement with the District Court, the program must meet all standards relating to CASA volunteer programs promulgated by the judicial administrator.

21. CITIZEN REVIEW BOARD (CRB) PROGRAM

Harvey County has an established Citizen review Board (CRB) Program, administered through a not-for-profit agency. The CRB is responsible for reviewing the status of cases involving children in the child welfare or juvenile justice system as assigned by the District Court. The duties and responsibilities of the CRB are set out in K.S.A. 38-2208.

22. COSTS FOR CERTIFIED MAIL SERVICE BY SHERIFF

K.S.A. 60-303(b) provides for use of the sheriff to achieve service of process by certified mail, at the request of a party to an action, or the party's attorney. There shall be a fee of \$15.00 charged for each such service attempt, payable to the Harvey County Sheriff's Department at the time the request is made. Payment of the fee shall be made at the office of the Clerk of the District Court.

23. RULES IMPLEMENTING SENTENCING GUIDELINES

In all criminal prosecutions for criminal acts occurring on or after July 1, 1993, the following procedures will be followed so as to implement the spirit and purpose of sentencing guidelines in the Ninth Judicial District required under 1992 Session Laws of Kansas, Chapter 291:

1. Upon conviction of a felony offense by either plea or trial; the Trial Court shall set a sentencing date at least sixty (60) days in the future.
2. Immediately after conviction, defense counsel shall take the defendant to the office of Court Services to begin the presentence investigation process.
3. In all felony cases, Court Services shall complete a presentence investigation in

accordance with the provisions of sentencing guidelines. This report shall be completed and filed with the Court no later than forty-two (42) days (six weeks) after the date of conviction. Upon completion of the report, the Court Services Officer responsible therefore shall cause the report to be served upon the county attorney and defense council (or his/her office) before filing the report with the Court. This service shall be accomplished as follows:

- a. Personal service
  - b. By FAX, providing receipt is verified by personal contact; or
  - c. By mailing, providing receipt is verified by personal contact
4. Prior to the date set for sentencing, the State or defense may contest the criminal history of the defendant as set forth in such report by filing the appropriate motion with the Court. Such motion shall identify individually the alleged criminal conviction that is being contested. In the case of the State, if it is alleging additional convictions, such additional convictions shall be identified in the motion. If a party fails to file the appropriate motion or fails to designate in the motion a particular conviction as being contested, such conviction or criminal record shall be deemed admitted by the party for purposes of sentencing under the sentencing guidelines.
  5. Parties shall file a motion to request a departure from the sentencing guidelines at the time of sentencing at least five (5) days prior to the sentencing date. If a party does not file a motion to request departure, that party will not be allowed to request a departure at the time of sentencing. Prior to this five (5) days, the Court may likewise give notice of its intention to depart. The motions filed by the parties shall state with particularity the aggravating circumstances or mitigating circumstances they are relying upon in requesting a departure. At the departure hearing, only those mitigating circumstances or aggravating circumstances set forth in the motion may be argued to the Court.
  6. If a party files a motion to contest the defendant's criminal history, the sentencing date already established shall be used as the hearing date on that motion. At such hearing the Court shall take evidence and make a decision as to the correct criminal history. After such decision has been rendered, the Court shall set a new sentencing date at least seven (7) days in the future. The sentencing may proceed forthwith with agreement of all parties. Within five (5) days after the Court has announced its decision on the defendant's criminal history, either party may file a motion for departure in the manner and form set forth in No. 5 and 6 above if the sentencing did not proceed with the parties agreement.
  7. All motions to contest criminal history or for departure should be served upon opposing counsel as soon as possible after the motion is filed with the Court. All departure hearings will take place immediately prior to time of sentencing. Before proceeding to sentencing the Court will rule on all departure motions.

24. CRIMINAL JOURNAL ENTRIES

In all cases where the Judge directs a party to file a Journal Entry, it may be done in accordance with this rule. Counsel preparing the Journal Entry shall, within ten (10) days, unless another time is specifically directed by the Judge, serve copies thereof on all other counsel involved who shall, within ten (10) days after service is made, serve on the counsel preparing said Journal Entry any objections in writing. At the expiration of the time for serving objections, counsel preparing said Journal Entry shall submit the original, together with any objections received, to the Judge for approval. If counsel cannot agree as to the form of the Journal Entry, the Judge shall settle the Journal Entry after a hearing.

25. RULE IMPLEMENTING SUPREME COURT RULE 185 - LIMITATION ON FREQUENCY OF GARNISHMENTS

Except as provided in this rule, no more than two (2) garnishments shall be issued out of the Court applicable to the same claim or claims and against the same judgment debtor in any thirty (30) day period.

A Judge of this Court may order an exception to this rule in any case in which the party seeking the garnishment shall in person or by attorney: (a) certify that the garnishment is not for the purpose of harassment of the debtor, and (b) state facts demonstrating to the satisfaction of the Judge that there is reason to believe that the garnishee has property or credits of the debtor which are not exempt from execution.

26. EXTENDED JUVENILE JURISDICTION PROCEDURE

If motion filed for extended jurisdiction of a juvenile as provided in K.S.A. 38-1636(3) and the prosecution sustains the burden of proof to prove the respondent should be designated an extended jurisdiction juvenile at the hearing required by subsection (c), the juvenile respondent shall immediately be advised of the right to trial by jury, assistance of counsel, burden of proof and other rights under the Kansas Code of Criminal Procedure.

Subsection (3), sets the time for filing the motion by the County Attorney and subsection (c) provides the motion shall be heard and determined prior to any further proceeding on the complaint. By necessity this occurs prior to disposition; therefore any orders entered between the motion filing and final determination of the motion must be denominated temporary orders. If the findings are made as provided in subsection (g) then the case will be set for trial.

If the respondent is appropriate for placement in detention the temporary order shall place the respondent in JJA custody. Upon completion of the extended jurisdiction proceeding, the disposition hearing and sentencing hearing, if found guilty, shall be done simultaneously.

If there is a direct commitment to the Youth Center the juvenile clerk shall be notified and furnished with a journal entry by the County Attorney forthwith that reflects the commitment.

27. MARRIAGE LICENSE FEES

Marriage license fees shall be paid only by cash or money order. Personal checks will not be received by the Clerk's Office.

28. PROCEDURES FOR OPTING OUT OF KANSAS PAYMENT CENTER AND COURT TRUSTEE.

1. SUBMISSION OF AGREEMENT. The parties must present a written agreement signed by the parties to the court for approval. The original of the agreement shall be filed with the court, and the obligor shall provide a copy to the obligee and the Court Trustee.
2. EFFECTIVE DATE; SERVICE OF COPIES. No opt out agreement shall be considered effective until approved by the Court and filed with the Clerk of the District Court. At the time of the agreement with the Clerk, the obligor shall also cause a copy of the approved agreement to be served upon the Department of Children and Families (DCF) if an assignment has been filed with the clerk or either party has received benefits for DCF on behalf of a child or children for whom support is being paid in the case.
3. REQUIRED REPORT OF PAYMENTS; RECORD KEEPING REQUIREMENTS; EFFECT OF FAILURE TO FILE REPORT OR MAINTAIN RECORDS. If the court approves an opt out agreement under this rule, thereafter the obligor shall annually file a report with the Court Trustee of the payments made during the previous calendar year (January 1 through December 31), or any portion of such year during which support was paid under an opt out agreement. Such report shall be on a form prescribed by the Court Trustee. A copy of such report shall also be provided by the obligor to the obligee at the time it is filed with the Court Trustee. The obligor shall keep written proof of payments to the obligee in the form of canceled checks or other receipts in case disagreements arise concerning payment of support. Failure to file the annual reports required by this rule or failure to maintain adequate written evidence of payments as required herein shall result in the Court deeming any payments not so reported or documented shall not be treated as support payments.
4. FILING DATE FOR ANNUAL REPORT; REVERSION TO COURT TRUSTEE FOR NONCOMPLIANCE. The annual report of support or maintenance provided for above shall be filed with the first business day in March of the year following. Should the obligor fail to file the annual reports provided for above by the first business day in March of the succeeding year, the opt out agreement previously approved by the Court shall automatically terminate, and the Court Trustee shall prepare an order and file it with the court which provides that opt out agreement is null and void and that all future support and/or maintenance will be collected through the KPC and Court Trustee. Upon approval of the order by the Court, the Court Trustee shall cause a copy of the order to be sent to the obligor, the obligee and DCF (if applicable)

5. TERMINATION OF OPT OUT AGREEMENT BY THE COURT, *SUA SPONTE*, OR ON MOTION OF THE COURT TRUSTEE OR DCF. The Court, on its own motion, the Court Trustee or SRS (if applicable), may at any time, for good cause shown and upon hearing after notice to the parties, order that all child support or maintenance should be paid to the KPC and Court Trustee. After such hearing, if the Court finds that the best interests of the child or children (in the case of child support orders) or the interests of justice ( in the case of a maintenance order) require cancellation of the opt out order, the agreement shall accordingly be terminated by the Court.
6. TERMINATION AT REQUEST OF OBLIGOR OR OBLIGEE. Any obligor or obligee who is a party to a court-approved opt out agreement and subsequently desires to have payments made through the KPC and the Court Trustee, may sign a request for termination of the opt out agreement. Such request for KPC and Court Trustee services shall be on a form supplied by the Court Trustee. Upon receipt of such a request, The Court Trustee shall prepare a court order canceling the opt out provisions and ordering all child support and/or maintenance to be paid through the KPC and enforced by the Court Trustee. Once the order is signed by the court, the request for services and the court order shall be filed with the Clerk of the District Court and thereafter the Court Trustee shall cause a copy of such request and the court order to be sent to both parties and to the DCF (if applicable). Thereafter, all future payments of child support or maintenance shall be made through the KPC and be enforced by the Court Trustee.

LIMITATIONS ON SEEKING OPT OUT ORDER. In the event any court-approved opt out order is set aside or terminated for any reason under this rule, the parties shall not be eligible to enter into a second opt out agreement and the court shall not approve any subsequent request, except for good cause shown.

## 29. LIMITATIONS ON BRINGING CHILDREN TO COURT

Unless approved by the court, no party, whether represented or unrepresented by counsel, may bring a child or children under 18 years of age on or about the premises of the District Court in connection with any court proceedings where the child or children's interests are being adjudicated. Proceedings which are covered by this rule include all domestic relations actions involving children, whether in connection with child custody, parenting time, child support or related matters; other civil cases, including, but not limited to, parentage actions, protection from abuse proceedings, protection from stalking proceedings, contested adoption proceedings, child in need of care proceedings; and similar matters. The provisions of this rule shall not apply to juvenile offender cases where the child is the respondent in the case.

Additionally, a request for a child under 18 to testify or be interviewed by the Court in connection with any of the cases described above must be accompanied by a written proffer of the substance of the information sought to be provided to the Court by the child.

For purposes of this rule, the premises of the Court include all courtrooms, waiting rooms customarily utilized in connection with court proceedings, hallways adjacent to courtrooms or other facilities customarily utilized by the Court within the courthouse.

30. CELL PHONE RESTRICTIONS

No litigants or observers may have cell phones in the courtroom.

31. SIGNING OF ORIGINAL PLEADINGS BY ATTORNEYS

Every original pleading, motion and other paper filed with the Court by a party represented by an attorney shall be personally signed by at least one attorney of record in the attorney's individual name. In all cases in which the State of Kansas or the office of the County Attorney is involved as a party, either the County Attorney or one of his or her assistants shall sign the pleadings. An original pleading, motion or other paper submitted by a party who is not represented by an attorney shall be signed by the party and shall state the party's address. Facsimile signatures of attorneys or unrepresented parties will not be accepted by the Court on original documents.

Unless otherwise ordered by the Court, the Clerk of the District Court and deputy clerks shall not accept for filing a pleading, motion or other paper not complying with this rule.

The provisions of this rule shall not apply to any electronic filings to which Kansas Supreme Court Rule 122 is applicable, or any document submitted under the Kansas Uniform Electronic Transactions Act, K.S.A. 16-1601 et seq.

32. RULES CONCERNING MEDIA COVERAGE

Each Judge in the District shall be responsible for setting his/her own rules governing the press in the Courtroom during trials.

All person(s) seeking media access to any Court proceedings shall comply with the policies and procedures of Kansas Supreme Court Rule 1001, and the following policies and procedures of the Ninth Judicial District:

1. The Administrative Assistant of the Judge hearing the case is designated as the Media Coordinator for the Ninth Judicial District.
2. One (1) camera will be allowed during Court proceedings in the courtroom at a place designated by the Media Coordinator. The TV camera must be silent at all times.
3. One still camera will be allowed during Court proceedings in the courtroom at a place designated by the Media Coordinator. This still camera must be silent at all times.

4. One radio recording device will be allowed during Court proceedings in the courtroom at a place designated by the Media Coordinator. This recording device must be silent at all times.
5. Any TV or radio station designated by the Media Coordinator to cover proceedings herein must be willing to pool their recordings with other media so requesting. The particular TV or radio station designated to cover the proceedings in the courtroom will be designated by the Media Coordinator.
6. No artificial lighting will be allowed in the courtroom.
7. Except for the TV camera, still camera, and recording device utilized by the designated TV/radio station referred to above, no other cameras and/or recording devices shall be allowed within Court areas.
8. No filming, recording, or still pictures of the jury will be permitted under any circumstances. No filming, recording, or still pictures may be taken in the courtroom while the jury is either entering or exiting the courtroom.
9. The trial judge shall have the right to designate certain individuals that may not be filmed or recorded. All camera and/or recording devices must be in place and approved by the Media Coordinator at least 15 minutes in advance of the start of any Court proceedings. Such devices may not be removed until a recess in the proceedings or the proceedings are adjourned for the day.
10. All parties understand that any violation of these rules may result in the media forfeiting their right to film or record further proceedings in the District Court.
11. Dates and times of all Court hearings may be obtained from the designated Media Coordinator.

#### **APPENDICES TO RULE NO. 12**

- Template #1 Order for Divorce Impact Education
- Template #2 Order for Dispute Resolution Assessment
- Template #3 Order for Limited Case Management
- Template #4 Order for Brief Focused Assessment
- Template #5 Request and Order for Dispute Resolution Referral
- Template #6 Request and Order for Referral Following Mediation Impasse
- Template #7 Order to Attend Healthy Opportunities for Parenting Effectively (H.O.P.E.)

TEMPLATE # 1

IN THE DISTRICT COURT OF  
HARVEY/McPHERSON COUNTY, KANSAS

IN THE MATTER OF )  
 ) Case No. \_\_\_ - DM- \_\_\_  
and )  
\_\_\_\_\_ )

ORDER FOR DIVORCE IMPACT EDUCATION

NOW ON THIS \_\_\_ DAY OF \_\_\_\_\_, 20 \_\_, IT IS BY THE COURT FOUND  
AND ORDERED:

THAT the Court does ORDER, ADJUDGE AND DECREE that the parties shall participate in Divorce Impact Education approved by the Community Mediation Center, North Newton, KS. Class schedule and location can be obtained by contacting the Community Mediation Center: telephone number 316-284-5829, email [cmc@bethelks.edu](mailto:cmc@bethelks.edu), or [www.kipcor.org/CMC](http://www.kipcor.org/CMC).

The parties shall attend an approved class within 60 days of this Order, pursuant to Court Rule 12. Each party shall pay his/her own costs of the class on or before the beginning of the class session.

The contact information for the parties in this action is:

\_\_\_\_\_  
(Name, address, phone number)

\_\_\_\_\_  
(Name, address, phone number)

**IT IS SO ORDERED.**

\_\_\_\_\_  
JUDGE OF THE DISTRICT COURT

TEMPLATE # 2

IN THE DISTRICT COURT OF  
HARVEY/McPHERSON COUNTY, KANSAS

IN THE MATTER OF )

)

Case No. \_\_\_ - DM- \_\_\_

and )

)

**ORDER FOR DISPUTE RESOLUTION ASSESSMENT**

NOW ON THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_ . IT IS BY THE COURT FOUND  
AND ORDERED:

THAT the Court does ORDER, ADJUDGE AND DECREE that the parties shall participate in a  
Dispute Resolution (DR) Assessment through the Community Mediation Center (CMC), North Newton,  
KS.

The parties shall contact the CMC (telephone number 316-284-5829 or email  
cmc@bethelks.edu) within seven (7) days of the date of this order and arrange for scheduling a DR  
Assessment. Each party shall pay his/her own cost for the DR Assessment. Assessment  
recommendations made by the Community Mediation Center shall be submitted to the Court pursuant to  
Court Rule 12.

The contact information for the parties in this action is:

\_\_\_\_\_  
(Name, address, phone number)

\_\_\_\_\_  
(Name, address, phone number)

**IT IS SO ORDERED.**

\_\_\_\_\_  
JUDGE OF THE DISTRICT COURT

TEMPLATE #3

IN THE NINTH JUDICIAL DISTRICT  
DISTRICT COURT, \_\_\_\_\_ COUNTY, KANSAS

IN THE MATTER OF THE MARRIAGE OF	[OR]	)	
IN THE MATTER OF THE PARENTAGE OF		)	
		)	
_____	[name of child, in parentage case]	)	
		)	
_____	Petitioner	)	
		)	
_____	Respondent	)	Case # _____
		)	
		)	
_____		)	

**ORDER FOR LIMITED CASE MANAGEMENT**

NOW, on this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, comes the court, pursuant to K.S.A. 23-3507 *et seq* and Rule 12 of the 9<sup>th</sup> Judicial District, and enters its Order for Limited Case Management. The court finds that it has jurisdiction over the parties and the subject matter; that limited case management is appropriate because other neutral services have been tried and failed or other neutral services are inappropriate; that it is in the best interests of the minor child(ren) and the parties that the court appoint a limited case manager.

WHEREUPON, the court therefore orders:

- Appointment of Limited Case Manager.** The court hereby appoints \_\_\_\_\_ as limited case manager. Said limited case manager is considered qualified and consents to serve.

The limited case manager's contact information is:

- (Name)
- (Address)
- (Phone)
- (E-mail)

The limited case manager is a neutral party; if the limited case manager is also a licensed attorney, he or she is not representing either party or offering legal advice to any party concerning their rights in

this case. The limited case manager serves and functions under the direction and control of the court, and in that capacity the limited case manager shall have qualified quasi-judicial immunity.

2. **Non-Confidentiality.** The parties are advised that there is no confidentiality or privilege arising from the limited case management process.
3. **Payment for Limited Case Management Services.** The parties shall pay to the limited case manager the initial fee for limited case management services as determined by the Community Mediation Center, based upon the sliding fee scale adopted by the 9<sup>th</sup> Judicial District Court. The limited case manager is authorized to require payment in advance for any and all services rendered, including reasonable costs, and/or to request additional deposits for fees and costs in the future. Each month in which there is case activity or a balance of costs, the manager shall furnish to the parties a billing which accounts for costs and the use of said fees. Failure of either party to timely pay the limited case manager's fees/costs may be grounds for sanctions against that party. Limited case management fees are considered court costs and, therefore, can be collected by the court, the court trustee or the limited case manager, including but not limited to, garnishments, attachments, or liens.
4. **Cooperation with Limited Case Manager.** The parties shall fully cooperate with the limited case manager in the furtherance of his/her duties. Absent a bona fide emergency that affects the child(ren)'s immediate safety, the parties shall communicate with the limited case manager only in such manner and at such times and places as the limited case manager directs. The limited case manager may contact and communicate with the parties or either of them without contacting or notifying the parties' counsel of record or the other party. The parties shall cooperate fully with the limited case manager, including but not limited to the following:
  - a) Keep the limited case manager advised at all times of current mailing addresses; work, home, and cell telephone numbers; and email addresses;
  - b) Cooperate with the requests and procedures of the limited case manager;
  - c) Furnish, in a timely manner, complete and accurate information and records as may be requested by the limited case manager;
  - d) Promptly execute all Releases or Waivers of Confidentiality requested by the limited case manager to allow full access to any and all psychological, medical, educational, juvenile, criminal, or any other records pertaining to either the child(ren) or parents in this action,

and, if any entity or individual requires an additional Release or Waiver of Confidentiality as a prerequisite for the release of information, the parties shall, at the request of the limited case manager, immediately execute any and all such waivers or releases;

- e) Be present for all scheduled conferences with the limited case manager, and furnish the child(ren) to the limited case manager as requested for conferences. Conferences may occur during regular business hours, and may occur on an ex parte basis, or in any combination of the parties, as directed by the limited case manager. The limited case manager shall determine whether conferences are to be by telephone, in-person, or electronically. If a party chooses not to attend a scheduled conference or respond to an inquiry from the limited case manager, recommendations may be made by the limited case manager without input from that party.
- f) Make good faith efforts to resolve disputed issues;
- g) Promptly pay all limited case management fees and costs;
- h) Notify the limited case manager of all proceedings and examinations involving the parties and the child(ren), and make available information to contact such professionals, including but not limited to, teachers, counselors, and doctors.

5. **Authority of Limited Case Manager.**

- a) The limited case manager shall have all authority to address disputes through negotiation, recommendation, and/or interpretation, modification and enforcement of existing orders. If the parties cannot reach agreement, the limited case manager shall have authority to make recommendations to the court as provided by K.S.A. 23-3507 and 3509.
- b) The limited case manager is hereby assigned to resolve or make recommendations *limited to* the following issue(s):
  - Child custody and/or residency ;
  - Parenting time schedules or conditions, including vacation, holidays, and temporary variation from the existing parenting plan;
  - Transitions or exchanges of the children including date, time, place, and means of transportation and transporter;
  - Health care management including medical, dental, orthodontic, and vision care;

- Child-rearing issues;
- Psychotherapy or other mental health care, including substance abuse assessment or counseling for the children;
- Psychological testing or other assessment of the children and parents;
- Education or daycare, including school choice, tutoring, summer school, participation in special education testing and programs, or other major educational decisions;
- Enrichment and extracurricular activities, including camps and jobs;
- Religious observances and education;
- Children's travel and passport arrangements;
- Clothing, equipment, and personal possessions of the children;
- Communication between the parents about the children, including telephone, fax, e-mail, notes in backpacks, etc.;
- Communication by a parent with the children, including telephone, cell phone, pager, fax, and e-mail when they are not in that parent's care;
- Alteration of appearance of the children, including haircuts, tattoos, ear and body piercing;
- Role of and contact with step-parents, grandparents, significant others and extended families;
- Substance abuse assessment or testing for either or both parents or a child, including access to results;
- Personal conduct (or restraint from conduct) of either or both parents;
- Parenting classes for either or both parents;
- To the extent agreed by the parties and the limited case manager, financial issues regarding the child(ren);
- Other issues that may arise during the limited case management process, to be considered at the discretion of the case manager; and
- Other: \_\_\_\_\_

c) The limited case manager may contact and communicate with a child's educational professionals, medical and mental health care providers, counselors, relatives, friends, caregivers, and any other persons and/or entities, to collect information and/or documents, verify complaints of the parties, elicit additional recommendations for the court, and to gather and exchange information about the parties as may be appropriate to the issues, all without further order of the court or notice to the parties, their counsel of record, or the Guardian ad Litem (GAL), if there is one. Any such persons and/or entities are ordered to cooperate and communicate with the limited case manager, including through disclosure of information, reports and records relating to the child(ren) in this case. At the request of the limited case manager, the parties and/or their counsel of record shall assist in facilitating the collection of said information.

6. **Obligations of the Limited Case Manager.** In addition to other duties set out in this order, the limited case manager has the following obligations to the parties and the court:

- a) Contact the parties as needed.
- b) Meet with the parties and other individuals deemed appropriate.
- c) Gather information necessary to assist the parties in reaching an agreement or making recommendations, including medical, psychological, education, and court records.
- d) Keep a record by date and topic of all contacts with the parties.
- e) Notify the court when a party fails to meet the financial obligations of the case management process.
- f) Report threats, imminent danger, suspected child abuse, fears of abduction, and suspected or actual harm to any party or child involved in limited case management, either directly to the court or to other authorities, or both. Such action shall be followed by a written summary within five (5) business days of the initial filing of each report that shall be sent to the court and included in the court file.

7. **Communication with Court.** The limited case manager may communicate with and report *ex parte* directly to the court at any time and for any purpose, including but not limited to, providing status reports and explaining and/or discussing limited case manager recommendations, without notice to the parties, their counsel of record, or the GAL, and without preparing written reports of said communications.

8. **Written Summary of Agreements.** The limited case manager shall confirm the results of any negotiated agreements by the parties on the assigned issues by preparing a written summary stating the terms of such agreements and providing copies to the parties, their counsel of record, the GAL, and to the court. At the direction of the court, on the written request of either party or his or /her counsel of record, or otherwise in the limited case manager's discretion, the limited case manager's written summaries shall be filed with the clerk of the district court.
9. **Formal Written Recommendations.** If the parties are unable to resolve their dispute(s) informally through the assistance of the limited case manager, the limited case manager shall make formal written recommendations within sixty (60) days of the filing of this order, except by agreement of the parties or for good cause shown. Such recommendations and any supporting information shall be submitted to the court, the parties, counsel of record, and the GAL. The written recommendations shall not be effective until the time for filing a motion for review (objection) has expired, unless one of the parties files a motion for immediate implementation. If no motion for review is filed, an Order adopting the written recommendations shall be entered into the court record by the court, the limited case manager, the parties, or either party's counsel of record. All limited case management recommendations approved and signed by the Court will be sent to all parties, counsel, the GAL, and the limited case manager.
10. **Motions for Review of Recommendations.** Either party may, within fourteen (14) calendar days of the date of submission of any written recommendation of the limited case manager, file a written motion (objection) pursuant to K.S. A. 23-3509(d)(6) and Local Rule 12, requesting review thereof. Such motion and supporting documents shall be submitted to the court, the limited case manager, the parties, counsel of record, and the GAL. The court may direct that additional arguments and authorities be submitted in such form and manner as the court deems appropriate. Costs of the procedure and professional time may be assessed against a party who objects to a recommendation. **In the absence of a timely filed written Motion for Review, any objection to the limited case manager's recommendations shall be deemed waived, and the court may thereupon enter its Orders without further review, hearing or notice.**
11. **Discovery, Subpoena, Process.** Discovery, subpoena, and/or process shall not be directed to the limited case manager without advance leave of the court for good cause shown. In the event that any discovery, subpoena or process is commenced and/or permitted, the court may impose conditions

and limitations thereon, including assessment of costs associated therewith against either or both parties, as well as fees and expenses of legal counsel for the limited case manager.

12. **Pending Proceedings.** Proceedings or new motions on any pending parenting matters are stayed while the parties attempt to resolve the matter through the limited case management process, or until further Order of the court.

13. **Noncompliance and Suspension of Services.**

a) In the event of nonpayment of fees, lack of cooperation, or noncompliance in the limited case management process, the limited case manager may suspend limited case management services to any noncompliant party without a court order, but only after notifying the noncomplying party in writing.

b) The limited case manager shall advise the court of any suspension of limited case management services due to noncompliance by one or both of the parties. As a result, the court may assess additional fees, including attorney fees.

c) If limited case management services have been suspended as to one party, the limited case manager may continue to communicate with the other party, and may issue recommendations.

14. **Child in Need of Care Records.** Pursuant to KSA 38-1507(a)(2), the court orders disclosure by the Kansas Department of Children and Families to the limited case manager of any child in need of care reports and records relating to the child(ren) or the parents in this case. The court finds that such disclosure is in the best interests of the child(ren), is necessary for the proceedings before the court, and that such records are otherwise admissible in evidence. The limited case manager's access shall be by oral communication sharing or by *in camera* inspection as requested by the limited case manager. Should the Kansas Department of Children and Families require an additional Release or Waiver of Confidentiality as a prerequisite for the release of information, the parties shall, at the request of the limited case manager, immediately execute any and all such waivers or releases

15. **Withdrawal of Limited Case Manager.** The limited case manager may withdraw at any time for sufficient reason, including but not be limited to, the following:

- a) Loss of neutrality which prevents objectivity;
- b) nonpayment by a party;

- c) lack of cooperation by a party;
- d) threat to a party;
- e) retirement or caseload reduction by a case manager; or
- f) any other reason which shall be stated to the court in writing and considered adequate and sufficient reason by the court.

16. **Term.** The limited case manager's appointment may be terminated at any time by court Order as provided in KSA 23-3509(b) and (c). Unless terminated by court Order sooner, the term of the limited case manager shall expire when the limited case manager has submitted to the court either a written agreement approved by the parties and/or formal recommendations as to all issues assigned by the court. At this time, the limited case manager shall immediately be relieved of all duties and responsibilities, except for the duty to testify, pursuant to subpoena or appear pursuant to the court's request, concerning his or her recommendations or the limited case management process. The limited case manager will be entitled to be paid for said testimony or appearance. The expiration or termination of the limited case manager's appointment shall not relieve the parties of their respective responsibilities to timely pay the limited case manager's fees and expenses.

IT IS SO ORDERED.

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JUDGE OF THE DISTRICT COURT



2. **Non-Confidentiality.** The parties are advised that there is no confidentiality or privilege arising from the Brief Focused Assessment process.
3. **Payment for Brief Focused Assessment Services.** The parties shall pay to the assessor the initial fee for services as determined by the Community Mediation Center, based upon the sliding fee scale adopted by the 9<sup>th</sup> Judicial District Court. The assessor is authorized to require payment in advance for any and all services rendered, including reasonable costs, and/or to request additional deposits for fees and costs in the future. Each month in which there is case activity or a balance of costs, the assessor shall furnish to the parties a billing which accounts for costs and the use of said fees. Failure of either party to timely pay the assessor's fees/costs may be grounds for sanctions against that party. Brief Focused Assessment fees are considered court costs and, therefore, can be collected by the court, the court trustee or the assessor, including but not limited to, garnishments, attachments, or liens.
4. **Obligations of the Parties.** The parties shall fully cooperate with the assessor in the furtherance of his/her duties. Absent a bona fide emergency that affects the child(ren)'s immediate safety, the parties shall communicate with the assessor only in such manner and at such times and places as the assessor directs. The assessor may contact and communicate with the parties or either of them without contacting or notifying the parties' counsel of record or the other party. The parties shall cooperate fully with the assessor, including but not limited to the following:
  - a. Keep the assessor advised at all times of current mailing addresses; work, home, and cell telephone numbers; and email addresses;
  - b. Cooperate with the requests and procedures of the assessor;
  - c. Furnish, in a timely manner, complete and accurate information and records as may be requested by the assessor;
  - d. Promptly execute all Releases or Waivers of Confidentiality requested by the assessor to allow full access to any and all psychological, medical, educational, juvenile, criminal, or any other records pertaining to either the child(ren) or parents in this action and, if any entity or individual requires an additional Release or Waiver of Confidentiality as a prerequisite for the release of information, the parties shall, at the request of the assessor, immediately execute any and all such waivers or releases;

- e. Be present for all scheduled conferences with the assessor, and furnish the child(ren) to the assessor as requested for conferences. Conferences may occur during regular business hours, and may occur on an ex parte basis, or in any combination of the parties, as directed by the assessor. The assessor shall determine whether conferences are to be by telephone, in-person, or electronically. If a party chooses not to attend a scheduled conference or respond to an inquiry from the assessor, recommendations may be made by the assessor without input from that party.
- f. Promptly pay all fees and costs of the assessor;
- g. Notify the assessor of all proceedings and examinations involving the parties and the child(ren), and make available information to contact such professionals, including but not limited to, teachers, counselors, and doctors.

5. **Brief Focused Assessment.**

- a. The assessor shall conduct a brief focused assessment or investigation, and report his/her findings and conclusions to the court.
- b. The specific focus areas that need to be assessed include:
  - The circumstances behind parental wishes as to the custody/residency and/or parenting time/access plan of the child(ren), including the circumstances and basis for the wishes of the child (if any) as to his/her residential living arrangements, the child's ability to articulate his/her wishes in a developmentally appropriate way, parental influences on the child's thinking and wishes, the parent's report of the history of this request, the parenting and attachment history as well as any special needs of the child, and the impact on the child if a residential change is granted. Include what developmentally appropriate custody/residency and/or parenting time/access plans would be (including vacation, holiday, and temporary variation from any plan);
  - The parents' level of conflict and ability to communicate, and the impact on the developmental or any special needs of the child(ren). Include what a developmentally appropriate parenting time /access plan would be (including vacation, holiday, and temporary variation from any plan);

- The conditions that might benefit the child(ren) to establish a relationship with the absent parent and any risks that should be considered to the child(ren) and residential parent if access is granted;
- Allegations of  mother's  father's  both parents' mental health instability or mental health concerns and the impact on parenting and his/her/their ability to provide a consistent and safe environment during parenting time;
- Allegations of  mother's  father's  both parents' drug and alcohol use and the impact on parenting and his/her/their ability to provide a safe and nurturing environment. The assessor may request any party or a child of the parties to submit to random drug testing, including urine and hair follicle testing;
- The cleanliness and safety of the  mother's  father's  both parents' home, and any impact upon the parental ability to provide a safe and nurturing environment;
- The history of domestic violence, and/or verbal or emotional abuse, in the family, whether or not it has occurred in the presence of the child(ren), any risks to the child(ren) that should be considered given this history, and what a developmentally appropriate custody/parenting time/access plan would be to assure provision of a safe and nurturing home environment;
- If a relocation of mother or father is allowed (more than \_\_\_ miles from the other parent), what a developmentally appropriate parenting time/access plan would be. Include consideration of the relocation schedule that promotes the well-being of the child, i.e., continuity in school, sports/activities, time with significant others (such as grandparents) in the child's life; and other factors, including:  
\_\_\_\_\_;
- The dynamics of the child's relationship with  mother  father  step-parent(s) as it relates to the child's wishes and provide suggestions, if appropriate, on how to improve the relationship(s) or if a change in the residential plan might be warranted and what said change should be;
- Details of the child's health care management (medical, dental, etc.), including sharing of information and decision-making between the parents; and suggestions, where

appropriate, for managing the child's health care to best promote the well-being of the child;

- Other issues that arise during the Brief Focused Assessment process, at the discretion of the assessor;
  - Other, as specified below:
- 
- 

6. **Access to Information.** The assessor is authorized to contact and communicate with a child's educational professionals, medical and mental health care providers, counselors, relatives, friends, caregivers, and any other persons and/or entities, to collect information and/or documents, verify complaints of the parties, and to gather and exchange information about the parties as may be appropriate to the issues, all without further order of the court or notice to the parties, their counsel of record, or the Guardian ad Litem (GAL), if there is one. Any such persons and/or entities are ordered to cooperate and communicate with the assessor, including through disclosure of information, reports and records relating to the child(ren) in this case or their parents. At the request of the assessor, the parties and/or their counsel of record shall assist in facilitating the collection of said information, including by signing releases for such information.

7. **Obligations of the Assessor.** In addition to other duties set out in this order, the assessor has the following obligations to the parties and the court:
- g) Contact the parties as needed.
  - h) Meet with the parties and other individuals deemed appropriate.
  - i) Gather necessary information, including medical, psychological, education, and court records.
  - j) Keep a record by date and topic of all contacts with the parties.
  - k) Notify the court when a party fails to meet the financial obligations of the brief focused assessment process.
  - l) Report threats, imminent danger, suspected child abuse, fears of abduction, and suspected or actual harm to any party or child involved in a brief focused assessment, either directly to the court or to other authorities, or both. Such action shall be followed by a written

summary within five (5) business days of the initial filing of each report that shall be sent to the court and included in the court file.

8. **Communication with Court.** The assessor may communicate with and report *ex parte* directly to the court at any time and for any purpose, including but not limited to, providing status reports and explaining and/or discussing the Brief Focused Assessment process and final report, without notice to the parties, their counsel of record, or the GAL, and without preparing written reports of said communications.
9. **Written Report** The assessor shall submit a Brief Focused Assessment Report within ninety (90) days of the filing of this order, except by agreement of the parties or for good cause shown. Such Report and any supporting information shall be submitted to the court and counsel, or to any party not represented by counsel. Counsel, or any party not represented by counsel, shall not furnish copies of the Report to anyone. Pursuant to K.S.A. 23-3210(c) and Rule 18 of the 9<sup>th</sup> Judicial District, no person who has access to the Report will make a copy or disclose the contents thereof to the child(ren) or to any person not entitled to access pursuant to this Order. The parties will not mention or discuss within the hearing of the child(ren) any statement made to the assessor by a child(ren).
10. **Motions for Review of Recommendations.** Either party may, within fourteen (14) calendar days of the date of submission of any written Brief Focused Assessment Report, file a written motion (objection) pursuant to Local Rule 12, requesting review thereof. Such motion and supporting documents shall be submitted to the court, the assessor, the parties, counsel of record, and the GAL. The court may direct that additional arguments and authorities be submitted in such form and manner as the court deems appropriate. Costs of the procedure and professional time may be assessed against a party who objects to the Report. **In the absence of a timely filed written Motion for Review, any objection to the Report shall be deemed waived, and the court may thereupon enter its Orders without further review, hearing or notice.**
11. **Discovery, Subpoena, Process.** Discovery, subpoena, and/or process shall not be directed to the assessor without advance leave of the court for good cause shown. In the event that any discovery, subpoena or process is commenced and/or permitted, the court may impose conditions and limitations thereon, including assessment of costs associated therewith against either or both parties, as well as fees and expenses of legal counsel for the assessor.

12. **Pending or New Proceedings.** Proceedings or new motions on any pending parenting matters are stayed during the Brief Focused Assessment process, or until further Order of the court.
13. **Noncompliance and Suspension of Services.**
- d) In the event of nonpayment of fees, lack of cooperation, or noncompliance in the Brief Focused Assessment process, the assessor may suspend services to any noncompliant party without a court order, but only after notifying the noncomplying party in writing.
  - e) The assessor shall advise the court of any suspension of services due to noncompliance by one or both of the parties. As a result, the court may assess additional fees, including attorney fees.
  - f) If Brief Focused Assessment services have been suspended as to one party, the assessor may continue to communicate with the other party, and proceed to issue a Brief Focused Assessment Report.
14. **Child in Need of Care Records.** The court orders disclosure by the Kansas Department of Children and Families to the assessor of any child-in-need-of-care reports and records relating to the child(ren) or their parents in this case. The court finds that such disclosure is in the best interests of the child(ren), is necessary for the proceedings before the court, and that such records are otherwise admissible in evidence. The assessor's access shall be by oral communication-sharing or by *in camera* inspection as requested by the assessor. Should the Kansas Department of Children and Families require an additional Release or Waiver of Confidentiality as a prerequisite for the release of information, the parties shall, at the request of the assessor, immediately execute any and all such waivers or releases.
15. **Withdrawal of Assessor.** The assessor may withdraw at any time for sufficient reason, including but not be limited to, the following:
- g) Loss of neutrality which prevents objectivity;
  - h) nonpayment by a party;
  - i) lack of cooperation by a party;
  - j) threat to a party;
  - k) retirement or caseload reduction by an assessor; or
  - l) any other reason which shall be stated to the court in writing and considered adequate and sufficient reason by the court.

16. **Judicial Immunity.** The assessor serves and functions under the direction and control of the court, and in that capacity the assessor shall have qualified quasi-judicial immunity.
17. **Term.** The assessor's appointment may be terminated at any time by court Order. Unless terminated by court Order sooner, the term of the assessor shall expire when the assessor has submitted to the court a Brief Focused Assessment Report as to all issues assigned by the court. At this time, the assessor shall immediately be relieved of all duties and responsibilities, except for the duty to testify, pursuant to subpoena or appear pursuant to the court's request, concerning his or her Brief Focused Assessment Report or the Brief Focused Assessment process. The assessor will be entitled to be paid for said testimony or appearance. The expiration or termination of the assessor's appointment shall not relieve the parties of their respective responsibilities to timely pay the assessor's fees and expenses.

IT IS SO ORDERED.

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JUDGE OF THE DISTRICT COURT

TEMPLATE #5

IN THE NINTH JUDICIAL DISTRICT COURT  
HARVEY/McPHERSON COUNTY, KANSAS

IN THE MATTER OF \_\_\_\_\_ )  
 )  
and \_\_\_\_\_ ) Case No. \_\_\_ - DM- \_\_\_  
\_\_\_\_\_ )

REQUEST AND ORDER FOR DISPUTE RESOLUTION REFERRAL

**Instructions to Clerk**

*Retain original request and Court Order in Court file and provide a file-stamped copy to the Parties and to the Community Mediation Center.*

**Request for Referral**

The Community Mediation Center has screened the above matter and, pursuant to Court Rule 12, recommends the following:

- Mediation
- Limited Case Management (pursuant to the accompanying Order for Limited Case Management, and the issues identified therein)
- Brief Focused Assessment (pursuant to the accompanying Order for Brief Focused Assessment, and the issues identified therein)
- Return to Court

Pursuant to Court Rule 12, the Community Mediation Center further recommends:

- Participation by both parties in Healthy Opportunities for Parenting Effectively (H.O.P.E), or equivalent program approved by CMC (pursuant to the accompanying Order to Attend H.O.P.E.)

Requested by \_\_\_\_\_ Date signed: \_\_\_\_\_  
*(name of CMC representative)*

**ORDER OF THE COURT**

The court has reviewed the above request for referral by the Community Mediation Center Assessment Specialist and the request is hereby:

- Granted, as recommended by CMC
- Granted, as recommended by CMC with the following changes: \_\_\_\_\_

\_\_\_\_\_

Denied

Other orders as follows: \_\_\_\_\_

\_\_\_\_\_

Pursuant to Court Rule 12, if mediation is ordered and successfully completed, a party's attorney (or the mediator if the parties are pro se) shall file the Mediation Agreement with the Court. In the event parenting issues are not fully resolved by mediation, the mediator will notify the Community Mediation Center of the impasse. The Community Mediation Center will then notify the Court of the impasse and recommend the parties participate in Limited Case Management or Brief Focused Assessment. If Limited Case Management or Brief Focused Assessment is ordered, the ADR Specialist will file any recommendations with the Court, with copies to the parties' attorneys and to the Community Mediation Center. Those recommendations become the order of the Court unless one of the parties objects to some or all of the recommendations within fourteen (14) days of when the recommendations are mailed. If only some of the recommendations are objected to, only the recommendations that are explicitly objected to will be the subject of any motion before the Court, and all other recommendations will take effect after fourteen (14) days.

**IT IS SO ORDERED.**

\_\_\_\_\_  
JUDGE OF THE DISTRICT COURT

TEMPLATE #6

IN THE DISTRICT COURT OF  
HARVEY/McPHERSON COUNTY, KANSAS

IN THE MATTER OF )  
 ) Case No. \_\_\_ - DM- \_\_\_  
and )  
\_\_\_\_\_ )

REQUEST AND ORDER FOR REFERRAL FOLLOWING MEDIATION IMPASSE

Instructions to Clerk

Retain original request and Court Order in Court file and provide a file-stamped copy to the Parties and to the Community Mediation Center.

Request For Referral

Impasse in Mediation has been reached in the above case. The Community Mediation Center, pursuant to Court Rule 12, recommends that the Court order the parties to:

- Limited Case Management (pursuant to the accompanying Order for Limited Case Management, and the issues identified therein)
- Brief Focused Assessment (pursuant to the accompanying Order for Brief Focused Assessment, and the issues identified therein)
- Return to Court

Requested by \_\_\_\_\_ Date signed: \_\_\_\_\_  
(name of CMC representative)

ORDER OF THE COURT

The court has reviewed the above request for referral by the Community Mediation Center and the request is hereby:

- Granted, as recommended by CMC
- Granted, as recommended by CMC with the following changes: \_\_\_\_\_

- Denied
- Other orders as follows: \_\_\_\_\_

The parties will contact the Community Mediation Center within seven (7) days of this order at 316-284-5829 to begin the recommended dispute resolution intervention.

The Dispute Resolution Specialist will file any recommendations with the Court, with copies to the parties' attorneys and to the Community Mediation Center. Pursuant to Court Rule 12, those recommendations become the order of the Court unless one of the parties objects to some or all of the recommendations within fourteen (14) days of when the recommendations are mailed. If only some of the recommendations are objected to, only the recommendations that are explicitly objected to will be the subject of any motion before the Court, and all other recommendations will take effect after fourteen (14) days.

**IT IS SO ORDERED.**

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JUDGE OF THE DISTRICT COURT

TEMPLATE #7

IN THE DISTRICT COURT OF  
HARVEY/McPHERSON COUNTY, KANSAS  
IN THE MATTER OF )

Case No. \_\_\_ - DM- \_\_\_

and )  
\_\_\_\_\_)

ORDER TO ATTEND

HEALTHY OPPORTUNITIES FOR PARENTING EFFECTIVELY (H.O.P.E.)

NOW ON THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, IT IS BY THE COURT FOUND  
AND ORDERED:

THAT the Court does ORDER, ADJUDGE AND DECREE that the parties shall, pursuant to  
Court Rule 12, participate in "Healthy Opportunities for Parenting Effectively" (H.O.P.E.) session (four  
classes), or an equivalent program approved by the Community Mediation Center (CMC), North  
Newton, KS. Class schedule and location may be obtained from CMC at 316-284-5880,  
cmc@bethelks.edu or www.kipcor.org/CMC.

Each party shall pay his/her own costs of the session on or before the beginning of the first class.  
Participation in H.O.P.E. must be completed before a final Court order in the current action or motion is  
issued.

Copies of this Order shall be sent to the parties at the addresses listed below, to parties' counsel,  
and to the Community Mediation Center.

\_\_\_\_\_  
(Name, address, phone number)

\_\_\_\_\_  
(Name, address, phone number)

**IT IS SO ORDERED.**

\_\_\_\_\_  
JUDGE OF THE DISTRICT COURT

The 9<sup>th</sup> Judicial District rules are hereby approved as amended this 6<sup>th</sup> day  
of October, 2016.

  
\_\_\_\_\_  
Joe Dickinson, Chief Judge