

## APPENDIX I

### Civil Pre-Trial Questionnaire

[CAPTION]

#### PRE-TRIAL QUESTIONNAIRE

1. Present date.
2. The name of the party you represent.
3. Your name.
4. Requests for amendments to pleadings.
5. The theory of your claim and the facts which you expect to prove, including the particulars of contributory negligence or causal responsibility, if applicable.
6. The theory of your defense and the facts which you expect to prove, including the particulars of contributory negligence or causal responsibility, if applicable.
7. Total amount of damages claimed.
8. Itemization of damages.
9. If a personal injury action:
  - a. Are permanent injuries claimed?
  - b. Have the injuries stabilized?
  - c. Has the defendant had a physical examination of the plaintiff?
10. Discovery:
  - a. List discovery you have completed.
  - b. Specify further discovery contemplated; if discovery is complete, state "none."
  - c. If further discovery is contemplated, give a complete schedule for completion of the same.
11. Motions:

- a. List motions you have pending.
- b. List any motions you intend to file prior to trial.

12. List all witnesses you intend to call at trial and give a brief summary of the facts to which they are expected to testify. If any witness so listed is expected to give testimony as an expert and the information has not been provided pursuant to K.S.A. 60-226(b)(6), state the subject matter on which the expert is expected to testify and a summary of the grounds for each opinion. (Note: You must list all witnesses known to you at the present time, and you have the obligation to supplement the information required in this paragraph within the time that additional witnesses may be listed, as prescribed by court order.)

13. List all of the exhibits you intend to offer at trial, and, if the exhibits have not previously been furnished to other counsel of record, state the nature of the exhibit and the purpose for which it will be offered.

14. State all matters of fact which you claim are not in dispute and may be resolved by admissions or stipulations.

15. State all questions respecting trial procedure and the admissibility of evidence which you foresee may arise at trial.

16. State the issues of fact which must be decided upon trial of the case.

17. State the questions of law which you believe must be decided upon trial of the cause.

18. State whether you request the opportunity to file a trial brief.

19. If a jury trial has been requested, would you stipulate to trial by a six-member jury?

20. What is the estimated time for trial?

(attorney signature)

(certificate of service)

APPENDIX II

Civil Pre-trial Order

[CAPTION]

PRE-TRIAL ORDER

A pre-trial conference was held before the Hon. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Appearances for plaintiff(s):

Appearances for defendant(s):

1. Jurisdiction was conceded by counsel and found by the Court to be present. (If otherwise, strike this provision.)
2. The plaintiff's factual contentions and the theory of his action are:
3. The defendant's factual contentions, the theories of his defenses, and his claims for relief are:
4. The Court ruled as follows upon proposed amendments to the pleadings:
5. The following facts are established by admission in the pleadings or by stipulations of counsel at the pre-trial conference:
6. The contested issues of fact are:
7. The contested issues of law, in addition to those implicit in the foregoing issues of fact, are: -or- There were no special issues of law reserved other than such as are implicit in the foregoing issues of fact.
8. The following exhibits were produced (and marked by the reporter) and may be received in evidence, if otherwise admissible, without further authentication, unless a bona fide dispute exists with reference to such authentication. Exhibits not listed herein will not be received in evidence at trial, except in proper rebuttal, by consent of all affected parties, or by order of the Court to prevent manifest injustice.

- a. Plaintiff's exhibits:
- b. Defendant's exhibits:

If additional exhibits or writings are discovered after the pre-trial conference, the party intending to use such exhibits or writings shall immediately furnish copies to opposing counsel. No exhibit shall be admissible unless it is submitted to opposing counsel at least ten (10) days prior to the trial, or, upon notice and hearing, the Court has determined that exclusion of the exhibit would result in a manifest injustice.

9. The following witnesses will be called to testify:
  - a. Plaintiff's witnesses:
  - b. Defendant's witnesses:

Witnesses not listed herein will not be permitted to testify, except in proper rebuttal, by consent of all affected parties or by order of the Court to prevent manifest injustice. No witness shall be permitted to testify unless his or her name, address and a statement of the substance of the testimony to be given has been furnished to opposing counsel at least ten (10) days prior to the trial, or, upon notice and hearing, the Court finds that exclusion of the testimony would result in a manifest injustice.

10. The following rulings were made upon motions presented, or previously reserved for ruling, at the pre-trial conference:

11. If the case is to be tried to a jury, it is directed that requests for instructions be submitted to the Court in writing and served on each adverse party no later than ten (10) days prior to the opening of trial and before the taking of evidence, or as the presiding judge may direct, subject to the right of counsel to supplement such requests during the course of the trial on matters that cannot reasonably be anticipated.

12. The following additional matters to aid in the disposition of the action were determined:

13. This pre-trial order has been formulated after conference at which counsel for the respective parties have appeared. Reasonable opportunity has been afforded counsel for corrections or additions prior to signing by the Court. Hereafter, this order will control the course of the trial and may not be amended except by consent of the parties and the Court, or by order of the Court to prevent manifest injustice. The pleadings will be deemed merged herein. In the event of ambiguity in any provision of this order, reference may be made to the record of this conference to the extent reported by stenographic notes or record, and to the pleadings.

14. The probable length of trial of this cause is \_\_\_\_\_ day(s). The case was set for trial with/without a jury on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_m.

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

\_\_\_\_\_  
District Judge

APPROVED:

(attorneys' signatures)

## APPENDIX III

[CAPTION]

### APPLICATION FOR RESTRAINING ORDER

\_\_\_\_\_, Petitioner herein, in support of his/her application for a restraining order, respectfully states to the Court:

1. That an action for divorce has been filed invoking the jurisdiction of the Court.
2. That by reason of the nature of this action, it is impractical for both of the parties hereto to occupy the same residence in a harmonious relationship; that one of the parties, by necessity, must be required to move to another location pending the trial of the above action; that Petitioner/Respondent presently resides in the family residence and the private incomes and resources of the parties are such that the Petitioner/Respondent should be required to leave the residence of the parties and surrender the same to Petitioner/Respondent and Petitioner/Respondent should remain in such residence on a temporary basis.
3. That until both parties shall have had the opportunity to present their views and evidence, the money, property and other assets of the parties not needed for day-to-day living expenses and regular payment of already existing installment indebtedness should be preserved by an order of the Court restraining and enjoining both parties from withdrawing, selling, encumbering or disposing of the same.
4. That the Court should make such orders as are necessary to maintain and preserve the parties' present financial status in order to protect both parties from the dissipation of their assets and from the incurring of further indebtedness until both parties are afforded the opportunity to present their views and evidence.
5. That each of the parties should be restrained and enjoined from either terminating existing insurance coverage for either the parties or the minor child(ren), or allowing such coverage to lapse by non-payment of premiums, whether such insurance be for

life, medical dental, optical, automobile, homeowners or any other type of coverage; from changing the beneficiaries of any and all life insurance policies, retirement accounts, savings plans, pension accounts, or any other account held by either party or the minor child(ren) herein whether individually or jointly with any other person.

6. That each of the parties should be restrained and enjoined from either terminating, transferring or otherwise changing any and all household services, including but not limited to, cell phone plans, utilities, cable or dish television, internet service or any other services related to the household, without the written consent of both parties.

7. That during the pendency of this action, Petitioner should have the use and enjoyment of the \_\_\_\_\_ until further order of this Court.

8. That during the pendency of this action, Respondent should have the use and enjoyment of the \_\_\_\_\_ until further order of this Court.

9. That during the pendency of this action, Petitioner should be ordered to pay and discharge the parties' indebtedness to \_\_\_\_\_

10. That during the pendency of this action, Respondent should be ordered to pay and discharge the parties' indebtedness to \_\_\_\_\_

11. That Petitioner is in fear that unless restrained, the emotions of the parties are such that the parties will or may bother or interfere with the other through word of mouth, threatening language, physical actions, or the like.

12. That both parties should be prohibited from filing separate federal or state income tax returns, unless it is a joint return or both parties agree in writing to separate returns. Any

and all income tax refunds, whether federal or state, or as a result of joint or separate returns, should be held by counsel for Petitioner until agreement of the parties or order of the Court.

13. That all law enforcement agencies of the State of Kansas, including but not limited to, the Cowley County Sheriff's Department, the Winfield Police Department and the Arkansas City Police Department, should be directed to take whatever steps may be necessary to enforce this temporary restraining order.

14. That Respondent is presently unrepresented by counsel in this matter.

WHEREFORE, \_\_\_\_\_, Petitioner herein, respectfully prays for a temporary restraining order restraining and enjoining the parties from dissipating their assets, terminating services, changing beneficiaries of life insurance policies, molesting or interfering with the other party; granting temporary possession of the marital residence to Petitioner/Respondent; granting temporary possession of the personal property to each party as set forth above; requiring the parties to pay and discharge the marital indebtedness as set forth above; and for such other and further relief as the Court may deem just and proper

\_\_\_\_\_  
Petitioner

(verification)



APPENDIX IV

[CAPTION]

APPLICATION FOR TEMPORARY SUPPORT

\_\_\_\_\_, Petitioner herein, in support of his/her application for temporary support from/for the Respondent, pending trial of this action, respectfully states and alleges:

1. That he/she has filed contemporaneously herewith the Domestic Relations Affidavit as required by Supreme Court Rule 139.
2. That as set forth in the Child Support Worksheet filed contemporaneously herewith, Petitioner/Respondent is entitled to the sum of \_\_\_\_\_ (\$\_\_\_\_\_) per month as and for child support of the parties' minor child(ren) in accordance with the Kansas Child Support Guidelines.
3. That Petitioner/Respondent is entitled to the sum of \_\_\_\_\_ (\$\_\_\_\_\_) per month as and for temporary maintenance from Petitioner/Respondent.
4. That said temporary child support and/or maintenance should be paid as follows:  
  
and continuing every month thereafter until further order of this Court.
5. That the Petitioner and Respondent should be required to pay and discharge their proportionate share of any unpaid or uncovered medical expenses for the minor child(ren), or \_\_\_\_\_ percent (\_\_\_%) to Petitioner and \_\_\_\_\_ percent (\_\_\_%) to Respondent, during the pendency of this matter.
6. That Respondent is presently unrepresented by counsel in this matter.

WHEREFORE, \_\_\_\_\_, Petitioner herein, respectfully prays for an order requiring Petitioner/Respondent to pay to Petitioner/Respondent, through the Kansas Payment Center, the sum of \_\_\_\_\_ (\$\_\_\_\_\_) each month as and for

child support; the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) each month as and for maintenance; said sums to be paid every month commencing on \_\_\_\_\_, 20\_\_\_\_, until further order of the Court; for an order requiring Petitioner and Respondent to pay and discharge their proportionate shares of any unpaid or uncovered medical expenses for the minor child(ren); and for such other and further relief as the Court may deem just and proper.

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Petitioner

(verification)

APPENDIX V

[CAPTION]

APPLICATION FOR TEMPORARY CUSTODY

\_\_\_\_\_, Petitioner herein, in support of his/her application for temporary custody of the parties' minor child(ren), respectfully states to the Court:

1. That Petitioner/Respondent is the mother/father of \_\_\_\_\_, d/o/b, \_\_\_\_\_, and is ready, willing, and able to assume the full responsibility for the care, custody and control of such child(ren) during the pendency of this action.
2. That such child(ren) reside(s) with Petitioner/Respondent.
3. That Petitioner/Respondent can and will provide a good and sufficient home on a temporary basis for such child(ren) until the trial of this action.
4. That is in the best interests of the minor child(ren) that temporary custody be granted to Petitioner/Respondent.
5. That Petitioner/Respondent will allow Petitioner/Respondent temporary parenting time as set forth in the proposed temporary parenting plan filed contemporaneously herewith.
6. That during the pendency of this matter, both parties should be prohibited from removing the child(ren) from the State of Kansas or the United States without the written consent of the other party or upon further order of the Court.
7. That all law enforcement agencies of the State of Kansas, including the Cowley County Sheriff's Department, the Winfield Police Department, Arkansas City Policy Department, should be directed to take whatever steps are necessary to enforce this temporary custody order.
8. That Respondent is presently unrepresented by counsel in this matter.

WHEREFORE, \_\_\_\_\_, Petitioner herein, respectfully prays that temporary custody and parenting time be granted as hereinabove set forth and for such other and further relief as the Court may deem just and proper.

(verification)

\_\_\_\_\_  
Petitioner

APPENDIX VI

[CAPTION]

RESTRAINING ORDER

NOW ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, upon the verified application of \_\_\_\_\_, Petitioner herein, for an order of restraint, the Court finds that:

1. The allegations contained in Petitioner's Application for a restraining order are true and correct and there are good and sufficient grounds for the entry of a temporary restraining order.

2. Respondent is presently unrepresented by counsel in this matter.

NOW THEREFORE, IT IS CONSIDERED, ORDERED ADJUDGED AND DECREED BY THE COURT that during the pendency of this action:

1. Petitioner/Respondent shall have temporary possession of the real estate located at \_\_\_\_\_, \_\_\_\_\_, Cowley County, Kansas.

2. Petitioner/Respondent shall forthwith, after receipt of service of a copy of this order, leave the residence of the parties, and he/she shall have twenty-four (24) hours after leaving the premises to, at a reasonable time and in a reasonable manner, remove his/her clothing and toilet articles from the premises, and shall make arrangements for living at a different location until trial of this action.

3. Each of the parties are hereby restrained from bothering the other and from interfering with the other at their place of residence, employment, or wherever they may be by word of mouth or otherwise. Threatening language and violent physical actions shall be considered direct violations of this order.

-OR-

Each of the parties are hereby restrained from contacting each other either by telephone or in person, including but not limited to telephone calls, text messages, e-mails,

facebook, twitter, or other forms of social networking, repeatedly driving by the other party or his/her residence in an automobile, or otherwise bothering or interfering with the other at his/her place of residence, employment or wherever they may be by word of mouth, or otherwise. Threatening language and violent physical actions shall be considered direct violations of this order.

4. Each of the parties are hereby restrained and enjoined from encumbering or selling any of the parties' property, withdrawing funds from the savings accounts, cashing certificates and from withdrawing funds from the checking accounts, except for reasonable living expenses, payment of already existing installment indebtedness and any other payments ordered to be made by the Court.

5. Each of the parties are hereby restrained and enjoined from either terminating existing insurance coverage for either the parties or the minor child(ren), or allowing such coverage to lapse by non-payment of premiums, whether such insurance be for life, medical, dental, optical, automobile, homeowners or any other type of coverage; from changing the beneficiaries of any and all life insurance policies, retirement accounts, savings plans, pension accounts or any other account held by either party or the minor child(ren) herein, whether individually or jointly with any other person.

6. Each of the parties are hereby restrained and enjoined from either terminating, transferring or otherwise changing any and all household services, including but not limited to, cell phone plans, utilities, cable or dish television, internet service, or any other services related to the household, without the written consent of both parties.

7. During the pendency of the matter, Petitioner shall have the use and enjoyment of \_\_\_\_\_ until further order of the Court.

8. During the pendency of the matter, Respondent shall have the use and enjoyment of \_\_\_\_\_ until further order of the Court.

9. During the pendency of this action, Petitioner shall pay and discharge the parties' indebtedness to \_\_\_\_\_ and any obligation incurred in his/her name since the date of separation.

10. During the pendency of this action, Respondent shall pay and discharge the parties' indebtedness to \_\_\_\_\_ and any obligation incurred in his/her name since the date of separation.

11. All law enforcement agencies of the State of Kansas, including but not limited to, the Cowley County Sheriff's Department, the Winfield Police Department and the Arkansas City Police Department shall take whatever steps may be necessary to enforce this temporary restraining order.

12. Respondent is hereby advised that he/she is entitled to obtain counsel in this matter and has the right to apply to the Court for a modification of this order.

13. The Court shall hear a motion to vacate or modify this order within fourteen (14) days of the date that a party requests a hearing, whether to vacate or modify the order. Until modified, however, this order shall be in full force and effect. Any violation of this order by either party may be the subject of an action for contempt of Court and may lead to further sanctions or enforcement procedures by the Court.

14. Each of the parties shall be afforded the opportunity to present their views and evidence at the trial of this action. The mere fact that the Court has ordered one of the parties to make temporary living arrangements outside the home is now, and should not be construed to be, any indication that the party remaining in possession shall necessarily have any greater claim to the possession or ownership of such property at the time of trial.

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District Judge

(attorney approval)

APPENDIX VII

[CAPTION]

TEMPORARY SUPPORT ORDER

NOW ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, upon the verified application of \_\_\_\_\_, Petitioner herein, the Court finds that:

1. The allegations contained in Petitioner’s Application for a restraining order are true and correct and there are good and sufficient grounds for the entry of a temporary support order.

2. Respondent is presently unrepresented by counsel in this matter.

NOW THEREFORE, IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT that during the pendency of this action:

1. Petitioner/Respondent shall pay the sum of \_\_\_\_\_ (\$\_\_\_\_\_) per month as and for child support of the parties’ minor child(ren), \_\_\_\_\_, in accordance with the Kansas Child Support Guidelines.

2. Petitioner/Respondent shall pay the sum of \_\_\_\_\_ (\$\_\_\_\_\_) per month as and for maintenance of the Petitioner/Respondent.

3. Said temporary child support and maintenance shall be paid as follows: \_\_\_\_\_ each month/biweekly/etc., commencing \_\_\_\_\_, 20\_\_\_\_, and continuing each month thereafter until further order of this Court. Such payments shall be made by check or money order through the Kansas Payment Center, P. O. Box 758599, Topeka, Kansas 66675-8599, which is authorized and directed to promptly deliver same to Petitioner/Respondent. Petitioner/Respondent shall identify the payments by including the case number, \_\_\_\_\_, on his/her payment.

4. During the pendency of this matter, Petitioner and Respondent shall pay and discharge their proportionate share of any unpaid or uncovered medical expenses for their



child(ren), or \_\_\_\_\_ percent (\_\_\_%) to Petitioner and \_\_\_\_\_ percent (\_\_\_%) to Respondent.

5. This order of support may be enforced by garnishment and the Respondent may request a hearing to contest such garnishment by a motion filed within \_\_\_\_ days after service of this order by the Court upon the Respondent.

6. Respondent is hereby advised that he/she is entitled to obtain counsel in this matter and has the right to apply to the Court for a modification of this order.

7. The Court shall hear a motion to vacate or modify this order within fourteen (14) days of the date that a party requests a hearing, whether to vacate or modify the order. In the event of an application for modification, the party seeking modification must file an affidavit as required by Supreme Court Rule 139 in support of said application.

8. Although this order is temporary in nature and may be retroactively modified by the Court, until and unless modified, however, this order shall be in full force and effect. Any violation of this order by either party may be the subject of an action for contempt of Court and may lead to further sanctions or enforcement procedures by the Court.

9. Each of the parties shall be afforded the opportunity to present their views and evidence at the trial of this action. In all events, however, the entry of this temporary order is not, and should not be construed as, any indication that permanent support in the amount of this order, or in any other amount, will be necessarily allowed by the Court after the trial of this action.

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District Judge

(attorney approval)

APPENDIX VIII

[CAPTION]

TEMPORARY CUSTODY ORDER

NOW ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, upon the verified application for temporary custody filed by \_\_\_\_\_, Petitioner herein, the Court finds that:

1. The allegations contained in Petitioner's Application for a temporary custody order are true and correct and there are good and sufficient grounds for the entry of a temporary custody order.

2. Respondent is presently unrepresented by counsel in this matter.

NOW THEREFORE, IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT that during the pendency of this action:

1. The parties are granted joint legal custody of the parties minor child(ren), \_\_\_\_\_, and that said child(ren) shall reside with Petitioner/Respondent until trial of this action or until this order is modified by the Court.

2. Petitioner/Respondent shall have temporary parenting time as set forth in the Temporary Parenting Plan filed contemporaneously herewith.

3. Neither of the parties shall move to another city or town without first giving thirty (30) days advance, written notice by certified mail to the other party.

4. Any restraining order of the Court heretofore entered in this matter shall be construed to permit such reasonable access to such child(ren) as shall be necessary to enjoy parenting time.

5. Both parties are prohibited from removing the child(ren) from the State of Kansas or the continental United States without the written consent of the other party or further order of the Court.

6. All law enforcement agencies of the State of Kansas, including but not limited to the Cowley County Sheriff's Department, the Winfield Police Department and the Arkansas City Police Department, shall take whatever steps may be necessary to enforce this temporary custody order.

7. Respondent is further advised that he/she is entitled to obtain counsel in this matter and has the right to apply to the Court for a modification of this order. The Court will hear a motion to vacate or modify the order within fourteen (14) days of the date a party requests a hearing, whether to vacate or modify the order.

8. Until modified, this order shall be in full force and effect.

9. At the trial of this action, each of the parties shall be afforded the opportunity to present their views and evidence, and the mere fact that the Court has provided for the temporary custody of the minor child(ren) of the parties in the manner set forth above is not, and shall not be construed as, any indication that such arrangement will be the judgment of the Court as to the custody on a permanent basis or as to any other matter, it being the sole intention of the Court by this order to provide only for the temporary care and control of such minor child(ren) until this action can be heard by the Court.

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District Judge

(attorney approval)

APPENDIX IX

[CAPTION]

FAMILY WORKSHOP ORDER

NOW ON THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, this matter comes on for consideration of an order requiring the parties to obtain counseling and advice respecting the mental and emotional impact of the dissolution of the marriage or other parental relationship upon the child(ren) of the parties, and, upon examination of the pleadings herein,

THE COURT FINDS THAT issues of custody and/or parenting time respecting the minor child(ren) of the parties are contested, that it would be in the best interests of said child(ren) and the parties to receive counseling, information and guidance respecting the psychological and emotional impact and consequences of the dissolution of the marriage upon the child(ren) of the parties.

IT IS, THEREFORE, ORDERED AND ADJUDGED that the parties shall attend and complete one (1) of the following workshop programs as each party may choose:

Four County Mental Health, Divorce Workshop, (620) 221-9664  
or (620) 442-4540

Family Transition Educational Seminars, (888) 240-5498

Other in-person or online program that has been PRE-APPROVED by the Court. (Allowed ONLY for long distance parties); and,

IT IS FURTHER ORDERED that a copy of this order be furnished immediately to the attorney for the petitioner, or the petitioner, if appearing *pro se*. The attorney for petitioner shall make service of a copy of this order, either personally or by mailing, upon both parties. A petitioner appearing *pro se*, shall make service of a copy of this order, either personally or by mailing, to the respondent within five (5) days of the date set forth above. Such attorney or petitioner appearing *pro se* shall certify such service upon the parties, by completion of the

certificate of service set forth below and shall file it with the Clerk within an additional five (5) days; and,

IT IS FURTHER ORDERED that each party to this action contact either the Four County Mental Health Center or Family Transition Educational Seminars as soon as practicable after service of this order upon them, respectively, to complete registration for the respective workshop program; or, in the alternative, make application to the Court for pre-approval of another program due to the party's distance from Cowley County. Payment of the program fee shall be made by each party in advance of attendance unless other arrangements are approved by either the Four County Mental Health Center or Family Transition Educational Seminars; and,

IT IS FURTHER ORDERED that each party shall complete such program within ninety (90) days after service of this order upon him or her; and,

IT IS FURTHER ORDERED that the matter shall not be heard by the Court on motion, trial, or uncontested hearing, until compliance with the terms of this order by each party has been provided to the Court; and,

IT IS FURTHER ORDERED that failure of a party to comply with the terms of this order shall be punishable as contempt, and may be considered by the Court in determining the best interests of the child(ren) of the parties at a dispositional hearing.

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District Judge

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of this order was served upon \_\_\_\_\_, (Petitioner/Respondent) on \_\_\_\_\_, 20\_\_\_\_,  
 ( ) by delivering a copy to him/her personally  
 ( ) by depositing the same in the United States Mail, postage prepaid, addressed as set forth below,  
and that a copy of this order was served upon \_\_\_\_\_,  
(Petitioner/Respondent) on \_\_\_\_\_, 20\_\_\_\_,  
 ( ) by delivering a copy to him/her personally  
 ( ) by depositing the same in the United States Mail, postage prepaid, addressed as set forth below:

Address:

Address:

\_\_\_\_\_  
Attorney for Petitioner  
Petitioner

APPENDIX X

Mediation Order - CSO

[CAPTION]

ORDER FOR MEDIATION

NOW ON THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, this cause is considered in respect to conflicts and/or disagreements arising between the parties and parents of the minor child(ren) herein concerning the minor child(ren) of the parties.

Having examined the file herein, and being well and fully advised in the premises, the Court finds that issues of custody and/or parenting time respecting the minor child(ren) of the parties are contested, that the provisions of K.S.A. 23-3501 *et seq.*, are applicable hereto and that mediation should be ordered; and,

The Court further finds that the Petitioner/Respondent, having requested mediation, has heretofore paid the mediation fee of Twenty-Five and no/100 Dollars (\$25.00) as required by Cowley County Rule 18C.

IT IS THEREFORE BY THE COURT CONSIDERED, ORDERED AND ADJUDGED that the parties hereto participate in mediation of the issues of custody and/or parenting time respecting the minor child(ren) of the parties; and,

IT IS FURTHER ORDERED that \_\_\_\_\_, CSO, be and is hereby appointed mediator pursuant to the provisions of K.S.A. 23-3502; and,

IT IS FURTHER ORDERED that the parties shall contact said mediator by telephone at (620) \_\_\_\_\_, within fourteen (14) days of the date of this order to arrange a mutually agreeable meeting time; and,

IT IS FURTHER ORDERED that the parties shall thereafter meet with the mediator as directed by him/her until said mediation process is completed or terminated; and,

IT IS FURTHER ORDERED that \_\_\_\_\_, Petitioner/Respondent herein, shall pay his/her mediation fee of Twenty-Five and no/100 Dollars (\$25.00) to the Cowley County District Court Clerk as required by Cowley County Rule 18C, within fourteen (14) days of the date of this order; and,

IT IS FURTHER ORDERED that in the event the said mediation fee is not paid and discharged as ordered herein, Petitioner/Respondent shall be subject to sanction of the Court.

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District Judge



APPENDIX XI

Mediation Order - Private

[CAPTION]

ORDER FOR MEDIATION

NOW ON THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, this cause is considered in respect to conflicts and/or disagreements arising between the parties.

Having examined the file herein, and being well and fully advised in the premises, the Court finds that there are contested issues currently existing between the parties, that the provisions of K.S.A. 23-3501 *et seq.*, are applicable hereto and that mediation should be ordered; and,

IT IS THEREFORE BY THE COURT CONSIDERED, ORDERED AND ADJUDGED that the parties hereto shall participate in mediation of the issues of \_\_\_\_\_; and,

IT IS FURTHER ORDERED that \_\_\_\_\_, be and is hereby appointed mediator pursuant to the provisions of K.S.A. 23-3502(b); and,

IT IS FURTHER ORDERED that the parties shall contact said mediator by telephone at ( ) \_\_\_\_\_, within fourteen (14) days of the date of this order to arrange a mutually agreeable meeting time; and,

IT IS FURTHER ORDERED that the parties shall thereafter meet with the mediator as directed by him/her until said mediation process is completed or terminated; and,

IT IS FURTHER ORDERED that each of the parties shall pay and discharge said mediator's fee as may be agreed with the mediator; and,

IT IS FURTHER ORDERED that each party shall pay the sum of \_\_\_\_\_ and no/100 Dollars (\$\_\_00.00) no later than \_\_\_\_\_, 20\_\_\_\_, to the party's respective attorney to be held in trust by said attorney

and paid, in advance, to \_\_\_\_\_, the mediator appointed herein, to discharge the fees of mediation assessed; and,

IT IS FURTHER ORDERED that in the event the said mediation fee is not paid and discharged as ordered herein, the parties, or either of them, shall be subject to sanction of the Court.

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District Judge



ii. Respondent shall receive the following property:

ITEM	VALUE

iii. Petitioner shall pay and discharge the following debts:

Debt	Amount

iv. Respondent shall pay and discharge the following debts:

Debt	Amount

7. Is there an issue concerning spousal maintenance?

If so please state respective positions of the parties.

8. Are attorney's fees being requested from the other party?

9. Are there any issues regarding the existence, ownership or value of marital assets or liabilities, i.e. assets or liabilities, the existence of which is disputed? If so, identify the item in dispute and state your position with regard thereto.

10. Are there issues regarding property which is claimed to be pre-marital, gifted or inherited?

If so please identify the item of property and set out the basis for the claim.

11. List all witnesses you intend to call at trial:

12. List all exhibits you intend to offer at trial:

13. Discovery:

(a) Are there outstanding discovery issues?

(b) Is further discovery required?

(c) Please state when same will be completed:

14. Motions.

(a) List motions you have pending:

(b) List any motions to be filed prior to trial:

15. State all questions respecting trial procedure and the admissibility of evidence which you foresee may arise at trial:

16. State the issues which must be decided upon trial of the cause.

17. Is the date of valuation an issue? If so, what is your proposed date of valuation?

18. What is the estimated time required for trial?

Respectfully submitted,

(attorney signature)

(certificate of service)

APPENDIX XIII

Domestic Pre-Trial Order

[CAPTION]

PRE-TRIAL ORDER

NOW ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-captioned matter comes on for pre-trial conference before the Cowley County District Court, the Hon.

\_\_\_\_\_ presiding. (set forth appearances of/for each party)

1. The Court ruled upon proposed amendments to the pleadings as follows:
2. The following facts are established by admission in the pleadings or by stipulations of counsel at the pre-trial conference:
3. The contested issues of fact are:
4. The contested issues of law, in addition to those implicit in the foregoing issues of fact, are: -OR- There are no special issues of law reserved other than such as are implicit in the foregoing issues of fact.

5. The following exhibits were identified by the parties and may be received in evidence, if otherwise admissible, without further authentication, unless a bona fide dispute exists with reference to such authentication. Exhibits not listed herein will not be received in evidence at trial, except in proper rebuttal or by consent of all affected parties, by order of the Court to prevent manifest injustice.

- A. Petitioner's exhibits:
- B. Respondent's exhibits:

6. The following witnesses were identified by each party and may be called to testify. Witnesses not listed herein will not be allowed to testify at trial, except in proper rebuttal or by consent of all affected parties, or by order of the Court to prevent manifest injustice.

- A. Petitioner's witnesses:

B. Respondent's witnesses:

7. The parties have agreed to a division of assets and allocation of debts and liabilities as follows:

A. Petitioner shall receive:

B. Petitioner shall pay and discharge:

C. Respondent shall receive:

D. Respondent shall pay and discharge:

7. The following items of property, both real and personal, remain in controversy and are subject to division by the Court after trial:

8. The following debts and liabilities remain in controversy and are subject to division by the Court after trial:

9. The following procedural issues were resolved by the Court:

10. Discovery has been completed by both parties -OR- Discovery shall be completed as follows:

11. The date of valuation for trial purposes is \_\_\_\_\_.

12. No additional motions are to be filed by either party -OR- The following motions shall be filed no later than \_\_\_\_\_, and said motions shall be heard on \_\_\_\_\_ at \_\_\_\_\_ .m. -OR- prior to taking evidence on the day of trial.

13. The following additional orders were entered by the Court:

14. Trial is scheduled for \_\_\_\_\_ day(s) on \_\_\_\_\_, 20\_\_\_\_, commencing at \_\_\_\_\_ .m.

(attorney approvals)

\_\_\_\_\_  
District Judge

## APPENDIX XIV

The party causing the expense to be incurred shall notify the other party of a potential uncovered expense for the minor child(ren) within forty-five (45) days of the expense being incurred. Such party shall provide to the other party, as is available, documentation of the original expense incurred, any insurance or third-party payments, and the uncovered balance. Within sixty (60) days of the final determination by an insurer or third-party payor of the amount of such expense that will be paid by insurance, or such third-party payor, each of the parties shall make arrangements directly with the provider to pay his or her percentage share. If, as a result of one party's failure to make such arrangements directly with the provider, the other party is required to pay more than his or her percentage responsibility of such expense, that party shall be entitled to receive interest on the amount so paid, at the judgment rate, until reimbursed in full by the other party. In the event it should become necessary to enforce collection by one party against the other of any expense covered by this paragraph, the party paying such expense shall be entitled to receive, in addition to the interest on the amount so paid, reasonable attorney's fees. The parties acknowledge that accumulating uncovered medical expenses and requesting reimbursement in a lump sum operates as a financial hardship on the other party, and, therefore, each shall be required to notify the other party as herein set forth. A substantial failure to notify a party responsible for payment of an uncovered expense, as set forth in this paragraph, shall reduce the obligation of the other party to pay or reimburse such expense by fifty percent (50%).



## APPENDIX XV

All law enforcement agencies of the State of Kansas, including but not limited to, the Cowley County Sheriff's Office, the Winfield Police Department, and the Arkansas City Police Department, shall take whatever steps may be necessary to enforce the specific provisions of this restraining order/parenting plan/custody order, (etc).

## APPENDIX XVI

### COWLEY COUNTY PARENTING TIME GUIDELINES

#### I. Birth to 1½ years

A. Three (3) contacts each week for a period of not less than two (2) hours. Beginning at age six (6) months, add Saturday at noon to Sunday at noon every other weekend as one (1) of the three (3) contacts, if mother is not nursing and there is a history of care and parenting by the nonresidential parent.

B. If the mother is nursing, three (3) contacts each week for a period of not more than two (2) hours each, to be exercised between feedings, up until six (6) months of age. From six (6) months to eighteen (18) months, two (2) contacts each week for a period of not more than two (2) hours each, plus every other Saturday and Sunday for four (4) hours each day. The parties shall accommodate mother's nursing schedule. Once nursing stops, then the parenting time schedule shall be as set forth in paragraph A.

C. If the mother is nursing and if the nonresidential parent has a major holiday, i.e., Thanksgiving, Christmas or Easter, or in-town family reunion, off work, the nonresidential parent shall have holiday visitation on such days in a two (2) hour block from birth to six (6) months old and in a four (4) hour block from six (6) to eighteen (18) months.

#### II. 1½ years to 5 years

A. Every other weekend from Friday at 6 p.m. until Sunday at 6 p.m. and one (1) evening per week from 5 p.m. to 7 p.m. In addition, the nonresidential parent shall have every Monday evening following the residential parent's weekend from 5 p.m. to 7 p.m.

B. Holidays as hereinafter set forth.

C. During the summer months, the nonresidential parent shall have one (1) overnight each week, and in addition, two (2) weeks during the summer in two (2) one-week periods. The time shall be selected by the nonresidential parent and notice given to the residential parent by April 1 of each year. The Monday evening awarded to the nonresidential parent following the residential parent's weekend shall be from 5 p.m. to 8 p.m.

#### III. 5 years to 18 years

A. Every other weekend from Friday at 6 p.m. until Sunday at 6 p.m.

B. One evening per week from after school, or as soon as the visiting parent is available, until 8 p.m., and in addition, every Monday evening following the residential parent's weekend from 5 p.m. to 8 p.m.

C. Summer parenting time shall be selected by the nonresidential parent and notice given to the residential parent by April 1 of each year. Summer begins at 6 p.m. on Memorial Day, if school is out. If school is not recessed until after Memorial Day, then summer begins at 6 p.m. the day school lets out. All summer visitation must conclude by August 1. Five (5)

weeks during the summer recess from school which may be exercised in either a continuous block of time or split up. During the nonresidential parent's summer parenting time, the residential parent shall be entitled to exercise parenting time with the child(ren) on weekends and during the week as set forth above, in the same manner and at the same times as the nonresidential parent.

D. Holidays as hereinafter set forth.

E. The nonresidential parent shall have control of planning the summer schedule for the child(ren) during the nonresidential parent's time, taking into account the child(ren)'s existing school, scouts, sports, or other activities. The interests, friendships and employment of the child(ren) at this age shall be supported and encouraged by both parents.

F. The residential parent shall not make any commitments for the child(ren) during the months of June and July that will impair the nonresidential parent's parenting time without consent of the nonresidential parent; provided, however, that the nonresidential parent has given notice by April 1 as required herein.

#### IV. Holidays

The following holidays shall be alternated between the parties:

A. Easter weekend from Friday at 6 p.m. until Sunday at 6 p.m.

B. Memorial Day weekend from Friday at 6 p.m. until Monday at 6 p.m.

C. 4<sup>th</sup> of July from July 3 at 6 p.m. until July 5 at 6 p.m.

D. Labor Day weekend from Friday at 6 p.m. until Monday at 6 p.m.

E. Arkalalah from Thursday at 6 p.m. until Friday at 9 p.m., with the other parent having the child(ren) from Friday at 9 p.m. until Saturday at 9 p.m.

F. Child(ren)'s Birthday(s): The day of the birthday from 5 p.m. until 8 p.m. one year and the night before the child's birthday from 5 p.m. to 8 p.m. the next year.

G. Spring Break. The spring break vacation from school shall be evenly divided between the parties by extending each party's regular weekend time by two and one-half (2½) days. The parent who has the first weekend of spring break shall have the first half (1/2) of the vacation until Wednesday at noon. The parent who has the second weekend of spring break shall have the second half (1/2) of the vacation from Wednesday at noon. Weekday visitation by the nonresidential parent shall be suspended during this holiday.

H. Thanksgiving shall be treated as a 4-day holiday, broken into two (2) forty-eight (48) hour segments. One parent has parenting time with the child(ren) from the Wednesday preceding Thanksgiving at 6 p.m. until Friday at 6 p.m. The other parent then has parenting time with the child(ren) from Friday following Thanksgiving at 6 p.m. until Sunday at 6 p.m.

I. Christmas Vacation. One parent will have parenting time from 6 p.m. on the day school is out until 2 p.m. on December 25, and the other parent will have parenting time from

December 25 until December 30 at 6 pm., at which time the first parent will have the child(ren) until 6 p.m. the evening before school resumes. Regular weekday visitation will be suspended during the Christmas vacation.

J. Mother will have Mother's Day each year from 9 a.m. until 6 p.m. and Father will have Father's day each year from 9 a.m. until 6 p.m. if such days fall outside that parent's regular weekend parenting time.

#### V. Miscellaneous Provisions

A. Each parent shall be entitled to take the child(ren) on a vacation during the times set forth above, and every effort shall be made to accommodate each parent's vacation plans. Such vacation, however, shall not be scheduled during the other parent's holiday or summer parenting time, without written consent of the other parent.

B. When there is a conflict between a weekend and a holiday or weekend and a birth, the holiday or birthday schedule shall apply. When there is a conflict between a holiday and a birthday, the holiday schedule shall apply. The parties, however, shall be flexible in allowing the birthday to be celebrated before or after the holiday period. The schedule of weekend parenting time shall be determined without regard to whether the regular schedule has been preempted from time to time by one of the scheduled holidays. The parties, however, should attempt to avoid having the child miss three (3) consecutive weekends with the nonresidential parent.

C. With the exception of the birth to 18 month age bracket, which shall be controlling for that child only, when there is a conflict between age classifications due to one or more children falling within different age brackets for standard and holiday parenting time schedules, the parenting time schedules shall be rounded up to the older age bracket in order to give greater access to the nonresidential parent. It is assumed that all children will be together with the nonresidential parent for the scheduled parenting time.

D. It is not possible to anticipate all school holidays, i.e., Presidents Day, teachers' meetings, and the like. The parties are encouraged to make arrangements to allow the nonresidential parent access to the child(ren) during non-holiday school vacation days.