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JUDICIAL QUALIFICATIONS

ADMINISTRATIVE RULES FOR THE
TWELFTH JUDICIAL DISTRICT
OF KANSAS

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JUDGES

2005 MAR 17 P 12:47

- Hon. Thomas M. Tuggle **CAROL G. GREEN** CHIEF JUDGE
CLERK APPELLATE COURTS
- Hon. Guy R. Steier District Magistrate Judge, Cloud County
- Hon. John L. Bingham District Magistrate Judge, Jewell County
- Hon. Brian V. Grace District Magistrate Judge, Lincoln County
- Hon. Bonnie J. Wilson District Magistrate Judge, Mitchell County
- Hon. John Eyer District Magistrate Judge, Republic County
- Hon. Terry N. Taylor District Magistrate Judge, Washington County

PREFATORY RULE

The Administrative Rules of the Twelfth Judicial District numbered 1 through 25 in effect prior to the date hereof are hereby amended effective March 1, 2005.


Thomas M. Tuggle
Chief Judge

The foregoing is adopted pursuant to the authority of Supreme Court Rule No. 105, in chambers at Concordia, Kansas, and a copy thereof mailed to the Clerk of the Supreme Court of Kansas this 8th day of March, 2005


Thomas M. Tuggle
Chief Judge

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Secretary
3-17-05
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FILED ADMINISTRATIVE RULES FOR THE

2005 MAR -1 P 2:40

CAROL G. GREEN
CLERK APPELLATE COURTS

TWELFTH JUDICIAL DISTRICT

OF KANSAS

JUDGES

- Hon. Thomas M. Tuggle CHIEF JUDGE
- Hon. Guy R. Steier District Magistrate Judge, Cloud County
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- Hon. Terry N. Taylor District Magistrate Judge, Washington County


PREFATORY RULE

The Administrative Rules of the Twelfth Judicial District numbered 1 through 25 in effect prior to the date hereof are hereby repealed effective March 1, 2005.



 Thomas M. Tuggle
 Chief Judge

The foregoing is adopted pursuant to the authority of Supreme Court Rule No. 105, in chambers at Concordia, Kansas, and a copy thereof mailed to the Clerk of the Supreme Court of Kansas this 1 day of March, 2005.



 Thomas M. Tuggle
 Chief Judge

Copy to
Secretary
3-1-05
jt

TWELFTH JUDICIAL DISTRICT RULES

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CAROL G. GREEN
CLERK APPELLATE COURTS

I. RULES OF GENERAL APPLICATION

ADMINISTRATIVE RULE
NO. 1

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RE: Providing Copies of Documents to Presiding Judge.

Pursuant to Supreme Court Rule No. 137, copies of all pleadings, proposed orders and other documents for the attention of the district judge shall be hand-delivered or mailed to the district judge's chambers at the following address:

Hon. Thomas M. Tuggle
District Judge
P. O. Box 423
Concordia, Kansas 66901

Copies of all pleadings, proposed orders and other documents for the attention of the district magistrate judge shall be hand-delivered or mailed to the district magistrate judge's chambers at the following addresses:

Hon. Guy R. Steier, District Magistrate Judge, (Cloud County)
811 Washington Street, Concordia, Kansas 66901

Hon. John L. Bingham, District Magistrate Judge (Jewell County)
307 North Commercial, Mankato, Kansas 66956

Hon. Brian V. Grace, District Magistrate Judge (Lincoln County)
216 East Lincoln Avenue, Lincoln, Kansas 67455

Hon. Bonnie J. Wilson, District Magistrate Judge (Mitchell County)
115 S. Hersey, Beloit, Kansas 67420

Hon. John Eyer, District Magistrate Judge (Republic County)
P. O. Box 8, Belleville, Kansas 66935

Hon. Terry N. Taylor, District Magistrate Judge (Washington County)
214 C Street, Washington, Kansas 66968

Copy to
Hon. Steier
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CAROL S. GREEN
CLERK APPELLATE COURTS

**ADMINISTRATIVE RULE
NO. 2**

RE: Court Costs.

In all cases wherein the presiding judge assesses costs against a party, said costs shall include all expenses allowed as set out in K.S.A. 60-2001 and K.S.A. 50-2003 unless specifically waived by the presiding judge and the Clerk of the Court shall furnish within thirty (30) days of the filing of the journal entry of judgment an itemized cost statement to the party ordered by the court to pay costs.

**ADMINISTRATIVE RULE
NO. 3**

RE: Motion Day Scheduling.

Cases will normally be called in the following order: (1) criminal (2) domestic and, (3) civil matters.

**ADMINISTRATIVE RULE
NO. 4**

RE: Notice of Bankruptcy Stay.

Any party to a civil case who files a bankruptcy case shall file a written notice thereof with the Clerk of the Court within ten (10) days of the filing of the bankruptcy petition.

The written notice shall be filed under the caption and number of the civil case and have attached to it a certified copy of the bankruptcy petition or other documents evidencing the filing of the bankruptcy case, with a copy of the notice to be served on all other interested parties and the presiding judge.

If a hearing or trial is scheduled within ten (10) days of the bankruptcy case filing, in addition to the written notice required above, the filing party shall immediately give notice to all other parties and to the presiding judge.

**ADMINISTRATIVE RULE
NO. 5**

RE: Motions to Withdraw as Attorney.

Once an attorney has appeared or entered an appearance on behalf of a party, such attorney shall not be permitted to withdraw from the case solely on the ground of nonpayment of fees.

**ADMINISTRATIVE RULE
NO. 6**

RE: Service by Certified Mail.

Except when personal or residential service is requested pursuant to K.S.A. 60-303(c), attorneys shall prepare the envelope, including addressee and address, and provide the cost of postage, including the cost of the return receipt, to the sheriff if the attorney desires the sheriff to effect service by certified mail pursuant to K.S.A. 60-303(b). The court prefers that where service is by certified mail that the service be effected by the attorney rather than requesting that the sheriff effect service. If service is effected by the attorney pursuant to K.S.A. 60-303(b), the attorney shall file the receipt for certified mail (Postal Service Form 3800) within five (5) days of the date the attorney receives delivery of the return receipt from the postal service. The clerks of the court shall not complete or prepare any of the forms used in connection with effecting service by certified mail.

**ADMINISTRATIVE RULE
NO. 7**

RE: Preparation of Process.

Process, including but not limited to summonses, subpoenas, writs of attachments, writs of execution and orders of garnishment, shall be prepared by the party or attorney requesting the issuance of such process by the clerk of the court.

Attached hereto is a suggested form of summons.

IN THE DISTRICT COURT OF _____ COUNTY, KANSAS
CASE NO. _____

Petitioner/Plaintiff

Respondent/Defendant

- A. ___ Ch. 60 In KS (Personal Service)
- B. ___ Ch. 60 Outside KS (Personal Service)
- C. ___ Ch. 60 In KS (Certified Mail)
- D. ___ Ch. 60 Outside KS (Certified Mail)
- E. ___ Ch. 61 In KS (Personal Service)
- F. ___ Ch. 61 Outside KS (Personal Service)
- G. ___ Ch. 61 In KS (Certified Mail)
- H. ___ Ch. 61 Outside KS (Certified Mail)
- I. ___ Commissioner of Insurance
- J. ___ Secretary of State
- K. ___ Other

SUMMONS

To the above-named Respondent/Defendant:

You are hereby notified that an action has been commenced against you in this court. You are required to file your answer to the petition with the court and to serve a copy upon _____, petitioner's/plaintiff's attorney, at _____;

- ___ A. Within 20 days after service of summons upon you.
- ___ B. Within 30 days after service of summons upon you.
- ___ C. Within 20 days after the registered or certified mail is signed or refused by you.
- ___ D. Within 30 days after the registered or certified mail is signed or refused by you.
- ___ E. Prior to _____, 19__, at _____ o'clock __.m., or be present then.
- ___ F. Within 30 days after service of summons upon you or be present at _____ o'clock __.m. on _____, 19__.
- ___ G. Prior to _____, 19__, at _____ o'clock __.m., or be present at that time.
- ___ H. Within 30 days after the registered or certified mail is signed or refused by you, or be present at _____ o'clock __.m. on _____, 19__.
- ___ I. Within 40 days from the date of this summons.
- ___ J. Within 30 days after service of summons upon the Secretary of State.
- ___ K. Other: _____

If you fail to do so, judgment by default may be taken against you for the relief demanded in the petition. Any related claim which you may have against the petitioner/plaintiff must be stated as a counterclaim in your answer, or you may thereafter be barred from making such claim in any other action.

(Seal of the Court)

Clerk of the District Court

Dated _____

BY: _____
Deputy Clerk

[] If checked, your return is due no later than the date stated in this summons for the respondent/defendant to either appear or plead to the petition EXCEPT:

- _____ Three (3) days before date stated in this summons (forcible detainer cases only)
- _____ Five (5) days before date stated in this summons (all other Chapter 61 cases).

RETURN ON SERVICE OF SUMMONS

I hereby certify under penalty of perjury that I have served this summons:

(1) Personal Service. By delivering a copy of such summons and a copy of the petition to each of the following defendants on the dates indicated:

_____, _____, 20__ ; _____, _____, 20__
 (Name) (Date) (Name) (Date)

(2) Residence Service. By leaving a copy of such summons and a copy of the petition at the usual place of residence of each of the following defendants with some person of suitable age and discretion residing therein on the dates indicated:

_____, _____, 20__ ; _____, _____, 20__
 (Name) (Date) (Name) (Date)

(3) Residence Service and Mailing. By leaving a copy of the summons and a copy of the petition at the usual place of residence of each of the following defendants and mailing by first-class mail on the dates indicated a notice that such copies have been so left:

_____, _____, 20__ ; _____, _____, 20__
 (Name) (Date) (Name) (Date)

(4) Certified Mail Service. By mailing on the _____ day of _____, 20__, a copy of such summons and a copy of the petition by certified mail, return receipt requested, to each of the following defendants and that the names and addresses on the envelopes containing the process mailed by certified mail, return receipt requested, were as follows:

(5) Certified Mail Service Refused. By mailing on the _____ day of _____, 20__, a copy of the summons and a copy of the petition by first-class mail, addressed to _____ at _____.

(6) Agent Service. By delivering a copy of the summons and a copy of the petition to each of the following agents authorized by appointment or by law to receive service of process on the dates indicated:

_____, _____, 20__ ; _____, _____, 20__
 (Name) (Date) (Name) (Date)

(7) No Service. The following defendants were not found in this county:

Dated _____

(Signature and Title of Officer)

Fees: \$ _____

II. RULES GOVERNING CHAPTERS 60 AND 61 PRACTICE

A. Rules Pertaining to Civil Cases

**ADMINISTRATIVE RULE
NO. 8**

RE: Case Management Conferences.

All civil cases assigned to the district judge shall be scheduled for a case management conference following the timely filing of the last answer. If any defendant has failed to timely file an answer or other required responsive pleading, the clerk of the court shall immediately notify the district judge.

Unless the district judge determines a case management conference is unnecessary, all appeals of decisions of district magistrate judges to the district judge shall be scheduled for a case management conference following the filing of the notice of appeal.

The clerk of the court or the administrative assistant shall notify the parties of the scheduling of the case management conference.

The form of the notice of a case management conference shall be in substantially the same form as the attached Notice of Case Management Conference.

IN THE DISTRICT COURT OF _____ COUNTY, KANSAS

_____,
Plaintiff,

vs

_____,
Defendant.

Case No. _____

NOTICE OF CASE MANAGEMENT CONFERENCE

Pursuant to Administrative Rule No. 8 a case management conference will be conducted by teleconference call on _____, 20__, at ____ o'clock .m.

The teleconference call shall be initiated by plaintiff's attorney.

The Court may be reached at 785.243.8125.

Clerk of the District Court

CERTIFICATE OF MAILING

I certify that on this ___ day of _____, 20__, I mailed true and correct copies of the foregoing Case Management Conference Notice by depositing the same in the United States mail, postage prepaid, to:

Clerk of the District Court

**ADMINISTRATIVE RULE
NO. 9**

RE: Limitations on Hearings in Aid of Execution.

A judgment debtor shall not be ordered to appear for a hearing in aid of execution in a Chapter 60 or Chapter 61 case more than three (3) times in a one (1) year period. The presiding judge may waive this limitation upon a showing of good cause.

II. RULES GOVERNING CHAPTERS 60 AND 61 PRACTICE

B. Rules Pertaining to Domestic Relations Cases

**ADMINISTRATIVE RULE
NO. 10**

RE: Interlocutory Orders in Domestic Relations Cases.

Except as hereinafter provided, no petition for interlocutory orders in a domestic relations case shall be heard without notice being given to the party against whom the order is sought. Such notice of hearing shall be given in such manner and for such period of time as the presiding judge shall determine to be reasonable under all of the circumstances. No motion for temporary child support shall be granted until a child support worksheet and a domestic relations affidavit are submitted to the court. (SCR 139)

If the judge finds that the party seeking the interlocutory order is in real and present danger of physical harm, or if other exigent circumstances are found by the judge to exist, then the judge may enter an appropriate order *ex parte* to deal with the emergency and the matter shall be set for hearing with reasonable notice to the other party. No such *ex parte* orders shall issue until sworn testimony has been taken from the moving party. If other relief is sought by the petition or motion, the petition or motion shall be set for hearing and reasonable notice shall be given.

**ADMINISTRATIVE RULE
NO. 11**

RE: Required Disclosures in Domestic Relations Cases.

I. Uncontested Divorce or Separate Maintenance Proceedings

No final property or support orders shall be entered until a Domestic Relations Affidavit and a Child Support Worksheet, if applicable, have been filed with the court.

II. Contested Divorce or Separate Maintenance Hearing

At least seven (7) days prior to trial, counsel shall submit to the court in chambers at Concordia, Kansas, and serve on opposing counsel copies of the following documents:

- (i) Domestic Relations Affidavit
- (ii) Child Support Worksheet
- (iii) List of witnesses and exhibits
- (iv) Any agreement or agreements to be submitted to the court for approval, including proposed property settlement agreements and proposed parenting plans
- (v) A balance sheet, or similar document, showing the value of each asset, the total assets, the amount of each debt and the total debts.
- (vi) All documentary exhibits to be offered at trial, including appraisal reports
- (vii) Specific proposals for the equitable division of property
- (viii) Specific request for maintenance, if any.

III. Post-Divorce Proceeding

Any party moving to change custody or support shall file with the motion a domestic relations affidavit.

IV. Domestic Relations Affidavits

All domestic relations affidavits shall be confidential and such affidavits shall not be disclosed to a non-party without a prior order of the presiding judge.

**ADMINISTRATIVE RULE
NO. 12**

RE: *Guardian Ad Litem* for Minor in Domestic Relations Cases.

On the court's own motion, or on the motion of any party, the court may appoint an attorney as *guardian ad litem* to represent the interests of minor children in a divorce or separate maintenance action. The *guardian ad litem* shall enter an appearance and shall be notified of all hearings, receive subsequent pleadings and actively participate in the action. The *guardian ad litem* fees shall be determined by the court and may be taxed as costs in the action.

**ADMINISTRATIVE RULE
NO. 13**

RE: Divorce Education Workshop.

1. In divorce and separate maintenance cases in which there are minor children, the parents of the minor children are required to attend a divorce education workshop on the effects of divorce on children.

2. The following divorce education workshops have been approved:

“Divorce and Children’s Needs” - Pawnee Mental Health Services,
135 West 11th Street, Concordia, Kansas (785) 243-8900

“The Mental or Emotional Impact of Divorce on Children” - Central
Kansas Mental Health Center Family Counseling Services, 809
Elmhurst, Salina, Kansas (785) 823-6322

“Divorce and Us” - Counseling and Growth Center, Inc., 110 West
Walnut, Salina, Kansas (785) 823-3654

The workshops will be conducted at regularly scheduled times. Each parent shall be responsible for contacting the mental health center regarding attendance at the workshop. Each parent shall be charged a fee for the workshop and shall be responsible for payment of the fee at the time the workshop is taken.

3. Enforcement of parental rights of a party will be contingent upon prior attendance at a workshop.

4. The workshop attendance may be required in connection with post-divorce motions and paternity cases.

5. All interlocutory orders in domestic relations cases involving minor children shall contain the following provision:

IT IS FURTHER ORDERED THAT petitioner and respondent shall attend a court approved divorce education workshop.

6. The mental health center shall file with the clerk of the court a certificate of attendance for each person who attends the workshop.

ADMINISTRATIVE RULE
NO. 14

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RE: Domestic Relations Mediation.

Unless waived by the court, any pre-judgment disputed child custody, residency or parenting time issue not otherwise resolved by the parties must be submitted to a court approved mediator prior to the trial of the issue. Any disputed post-judgment motion to modify custody, residency or parenting time must be submitted to a court approved mediator prior to an evidentiary hearing thereon. This rule shall apply also to actions brought under the Kansas Parentage Act, K.S.A. 38-1101 *et seq.*

If there is a dispute concerning custody, residency or visitation which is not otherwise resolved by the parties within forty-five (45) days of the commencement of the action, one or both parties shall immediately file a motion requesting mediation. If the total child support income of the parties as determined by the Kansas Child Support Guidelines (Supreme Court Administrative Order No. 128), and amendments thereto, is less than Thirty Five Thousand Dollars (\$35,000.00), the Chief Court Services Officer or her designee will be the mediator unless either party objects. If either party objects to such person, the parties may select a different court approved mediator. If the parties cannot agree on a mediator, one will be selected and appointed by the presiding judge.

Unless otherwise ordered by the court, the cost of mediation by the Chief Court Services Officer shall be paid equally by the parties. The cost for such mediation services shall be Fifty Dollars (\$50.00) per person and out-of-pocket expenses, if any, which shall be paid to the clerk of the court and deposited to the Court Trustee Fund. The fee and out-of-pocket expenses, if any, shall be paid by the parties prior to the first mediation session. In any event, such sum shall be paid not later than the time the final judgment is entered in the case.

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If the income of the parties is Thirty Five Thousand Dollars (\$35,000.00) or more, the parties shall use a private court approved mediator who is mutually agreed upon by the parties. If the parties cannot agree on a mediator, one will be selected and appointed by the presiding judge. The cost of such mediation shall be paid by the parties in the proportions that their respective incomes bear to the total child support income, unless otherwise ordered by the court or unless otherwise agreed to by the mediator and the parties.


If mediation is required, and the parties are in agreement on a court approved mediator, the movant shall submit to the court a proposed order for mediation. All proposed orders for mediation shall be in substantially the attached form, including the names, addresses and telephone numbers of the parties.

The results of mediation shall be reported by the mediator to the court and the attorneys, or if a party is not represented, the party. If agreement, or partial agreement, is reached such agreement shall be reduced to writing and signed by the parties. Within ten (10) days of the execution of the mediation agreement by the parties, a motion to approve the mediation agreement, together with a proposed order, shall be submitted to the presiding judge for approval.

Administrative Rule No. 14 effective March 22, 2004, is hereby repealed.

The foregoing Administrative Rule shall be effective April 1, 2004.

The foregoing Administrative Rule is adopted pursuant to the authority of Supreme Court Rule No. 105, in chambers at Concordia, Kansas, and a copy there of mailed to the clerk of the Supreme Court this 31st day of March, 2004.


Thomas M. Tuggle
Chief Judge

IN THE DISTRICT COURT OF _____ COUNTY, KANSAS

In the Matter of the Marriage of
_____ and
_____.

Case No. _____

ORDER FOR MEDIATION

Now on this _____ day of _____, 20____, the court finds that a petition for divorce has been filed in the above case, that the parties are parents of a child or children under eighteen (18) years of age and that there is a dispute as to custody, residency or visitation.

Whereupon, the court finds that the parties shall participate in mediation with _____ . The clerk of the court shall provide a copy of the Order for Mediation to the mediator upon its filing. The parties shall arrange with the mediator for the mediation and pay the cost thereof.

The results of mediation shall be reported by the mediator to the court and the attorneys, or if a party is not represented, the party. If agreement, or partial agreement, is reached such agreement shall be reduced to writing and signed by the parties. Within ten (10) days of the execution of the mediation agreement by the parties, a motion to approve the mediation agreement, together with a proposed order, shall be submitted to the court for approval.

The names, addresses and telephone numbers of the parties are:

Petitioner

Respondent

IT IS SO ORDERED:

Judge of the District Court

**ADMINISTRATIVE RULE
NO. 15**

RE: Child Custody Investigation.

If child custody and visitation disputes are not resolved through mediation, the court may upon the motion of either party, or upon its own motion, order a child custody investigation.

1. The investigation may be prepared by the Twelfth Judicial District Court Services Office or another agency approved by the court. Confidentiality required in the mediation process must be waived by both parties in order for the Court Services Office to provide the report to the court. If a party does not wish to waive the confidentiality requirements of the mediation process or does not wish the Court Services Office to prepare the report, the investigation shall be conducted by another agency approved by the court.

2. Unless otherwise ordered by the court, the cost of the child custody investigation shall be equally paid by both parties. The cost for a Court Services Office investigation shall be Fifty Dollars (\$50.00) per person plus out-of-pocket expenses, if any, and shall be paid to the clerk of the court not later than the time the matter is heard. If the child custody investigation is prepared by another agency approved by the court, the cost thereof shall be the responsibility of the parties.

**ADMINISTRATIVE RULE
NO. 16**

RE: Expedited Judicial Process for Child Support Matters.

Pursuant to Supreme Court Rule 172 the district magistrate judges of the judicial district are appointed to preside as hearing officers at hearings relating to the establishment, modification or enforcement of support.

**ADMINISTRATIVE RULE
NO. 17**

RE: Court Trustee Program.

The District Court Trustee is authorized and empowered to pursue all civil remedies available to establish and enforce payment of child support and spousal maintenance orders, however, the court trustee shall not seek to establish or modify spousal support. Any motion to modify the amount of support shall not be heard until notice has been given to the parties and their attorneys of record, if any. The court trustee shall not modify interlocutory orders, but shall enforce them.

The term "support" as used in this order shall refer to all child support, spousal maintenance and medical support orders, including both interlocutory (temporary) orders and final orders.

To defray the expenses of operating the trustee program on cases exempted from monitoring and enforcement by the court trustee, a 5% fee shall be charged on the funds collected from all obligors for support. All such amounts collected shall be withheld from support payments made through the Kansas Payment Center and shall be paid to the Trustee Operations Fund of the county where collected. The trustee fee of 5% shall not be withheld in cases subject to a contractual agreement entered into between the chief judge, the court trustee and the Kansas Department of Social and Rehabilitation Services.

Pursuant to Kansas Supreme Court Administrative Order No. 154, all payments on existing, new and modified child support, maintenance and other support-related orders shall be paid to the Kansas Payment Center at P.O. Box 758599, Topeka, Kansas 66675-8599. Except as herein provided, any such payments received by the clerk of the district court shall be promptly forwarded to the Kansas Payment Center.

Court Trustee Powers and Duties

The court trustee shall have the following additional powers and duties:

- a. To issue summonses, subpoenas and subpoenas duces tecum to obligors, obligees and other witnesses who possess knowledge or books and records relating to enforcement of support to appear in the office of the court trustee or before the district court for examination;
- b. To administer oaths and take sworn testimony on the record or by affidavit;
- c. To appoint special process servers as required to carry out the court trustee's responsibilities under this section;
- d. To enter into stipulations, acknowledgments and agreements subject to approval of the court;
- e. If an obligor desires to contest an order of income withholding, the court trustee shall set a hearing to permit the obligor to assert any affirmative defenses authorized by K.S.A. 23-4100;
- f. To act as a "support enforcement agency" in Uniform Interstate Family Support Act cases pursuant to K.S.A. 23-9,101, et seq.

Exemptions From Court Trustee Program

All support cases are included in the court trustee program unless exempted. A written request by a party to be exempted from the court trustee program, shall be sent to the chief judge or the court trustee. The chief judge shall make a good cause determination whether a support case should be exempted from the court trustee program. The chief judge shall send written notification of the determination to the parties or their attorneys. The chief judge may grant the exemption if the following good cause criterion are applicable in the case:

1. A high degree of probability that the support payments will be made in compliance with the court order. The factors considered and the rationale for finding good cause shall be documented on the record. Factors indicating such probability include, but are not limited to;
 1. an automatic withdrawal authorization to the obligor's bank, or
 2. a military allotment, or
 3. an automatic payment from another source such as a trust fund or escrow account, or
 4. the posting of a performance bond equal to the amount of support ordered for three months or more, or
 5. whether or not the obligor has an income withholding order which has been served on an employer or payor and the income withholding order is being

6. monitored and modified by a private attorney, or
 7. the obligor's payment history, or
 7. any other factor considered by the court to be indicative of the obligor's ability and willingness to comply with the court order.
2. A written agreement between the parties to make direct child support payments to the obligee and not pay through the Kansas Payment Center shall constitute good cause, unless the court finds the agreement is not in the best interest of the child or children. The obligor shall file such written agreement with the court. The obligor shall maintain written evidence of the payment of the support obligation and, at least annually, shall provide such evidence to the court and the obligee.
 3. Any written agreement between the parties to make direct maintenance payments to the obligee and not pay through the Kansas Payment Center shall constitute good cause. If child support and maintenance payments are both made to an obligee by the same obligor, and if the court has made a determination concerning the manner of payment of child support, then maintenance payments shall be paid in the same manner.

Mandatory Language in Support Orders

Each order for support shall include the following applicable orders:

- a. "IT IS FURTHER ORDERED that the payments above required shall be made to the Kansas Payment Center, P.O. Box 758599, Topeka, Kansas 66675-8599 and each payment shall include the court order number."
- b. IT IS FURTHER ORDERED no credit shall be given by the court for payments made directly to the obligee or a minor child. Each party shall inform the clerk of the district court and all other parties, in writing, or any change of name, residence and employer with business address within seven (7) days after such change."
- c. IT IS FURTHER ORDERED that an income withholding order shall be issued without further notice to the parties, specifying an amount sufficient to satisfy the order of child support and to defray any arrearage. The income withholding order shall be issued regardless of whether a payor can be identified." [Used only if income withholding order.]

Every support order establishing or modifying support shall specify the payment period and the date of the month on which the payment shall become due.

The court trustee shall be responsible for insuring that the income withholding order is served on the appropriate employer or payor of income at the time the income withholding order is issued and for monitoring the income withholding order and initiating the request to serve the income withholding order on future employers, unless the case has been exempted from the trustee program.

If the case is not exempted from the court trustee program, the attorney of record for the obligee shall be responsible for insuring that the income withholding order is served on the appropriate employer or payor of income at the time the income withholding order is issued and for monitoring the income withholding order and initiating the request to serve the income withholding order on future employers. If there is no attorney of record for the obligee, the obligee shall be responsible for initiating appropriate pro se action, applying for court trustee program services or retaining private counsel should the support payments cease.

Level Periodic Payments

Every child support order shall provide for level periodic payment of support, unless otherwise ordered by the court. Allowances shall be made for abatements or temporary reductions in child support as necessitated by parenting plans. Annual child support shall be determined by finding the monthly child support under the Kansas Child Support Guidelines and then multiplying by 12. Any abatements or temporary reductions shall be subtracted from the annual child support. The result shall then be divided by 12 to arrive at monthly child support.

Example #1: Child support is \$300.00 per month and the court orders a two month abatement of support for summer visitation pursuant to the child support guidelines. Twelve months at \$300.00 equals \$3,600.00 annual child support. Ten months of \$300.00 per month actual child support equals \$3,000.00. The difference is between \$3,600.00 - \$3,000.00 equals \$600.00. \$600.00 divided by 12 equals \$50.00 monthly adjustment for time spent with noncustodial parent. The monthly support is \$300.00 minus \$50.00 = \$250.00.

Example #2: Child support is \$300.00 per month and the court orders a three month temporary reduction of support to \$100.00 for summer visitation. Twelve months at \$300.00 per month equals \$3,600.00 annual child support. Nine months of \$300.00 per month actual child support plus the three month reduction to \$100.00 equals \$3,000.00 (\$2,700.00 + \$300.00). The difference is between \$3,600.00 - \$3,000.00 equals \$600.00. \$600.00 divided by 12 equals \$50.00 monthly adjustment for time spent with noncustodial parent. The

monthly support is \$300.00 minus \$50.00 =\$250.00.

The court may approve other methods of arriving at a level periodic child support payment schedule, if the method is found to be equitable and in the best interest of the child, the obligee and obligor.

**ADMINISTRATIVE RULE
NO. 18**

RE: Scheduling of Divorce and Separate Maintenance Cases.

Except for good cause shown, all divorce and separate maintenance cases shall be docketed by the clerk of the court for trial on the first motion day following the expiration of sixty (60) days from the date of the filing of the petition. At the time of the trial all uncontested issues shall be heard. The remaining issues, if any, shall be bifurcated and tried at a later time. In the event petitioner fails to appear in person or by counsel for trial at the time docketed for trial by the clerk of the court, or at such later time as may be ordered by the court, the case shall be dismissed, except for good cause shown.

**III. RULES GOVERNING CRIMINAL AND JUVENILE OFFENDER
PROCEDURE**

**ADMINISTRATIVE RULE
NO. 19**

RE: Tender of Plea of Guilty and Nolo Contendere Forms.

In all felony cases, misdemeanor cases and traffic offenses classified as misdemeanors, including, but not limited to:

1. Driving under the influence (K.S.A. 8-1567);
2. Reckless driving (K.S.A. 8-1566);
3. Fleeing and eluding (K.S.A. 8-1568);
4. Suspended driver's license (K.S.A. 8-262);
5. Perjury (K.S.A. 8-261a);
6. Fraudulent affidavit violations (K.S.A. 8-142);
7. Failure to stop and give aid and/or information (K.S.A. 8-1602 and K.S.A. 8-1606); and
8. Financial responsibility violations (K.S.A. 40-3104);

if the defendant elects to enter a plea of guilty or a plea of nolo contendere to the charge or charges filed against him, there shall be prepared and submitted to the court a written tender of plea of guilty and an accompanying certificate of counsel or a written tender of plea of nolo contendere and an accompanying certificate of counsel in substantially the forms attached to this rule. In addition, there shall be completed and filed in the case an order accepting the plea in substantially the form attached to this rule.

If, for good cause shown, the presiding judge finds that the tender of plea form cannot or should not be executed by the defendant, then in such event the court shall make oral inquiry of the defendant on the record concerning the matters contained in the tender of plea form.

IN THE DISTRICT COURT OF _____ COUNTY, KANSAS

STATE OF KANSAS,

Plaintiff,

vs

Case No.

Defendant.

TENDER OF PLEA OF GUILTY

The defendant named above states to the court, as follows:

1. My given name is _____. I am also known as _____ . I am _____ years of age (d.o.b. _____). I have completed _____ years of school.

2. I am not presently under the influence of alcohol or drugs. I have never been determined to be mentally incompetent or mentally ill.

3. My lawyer's name is _____. He has represented me adequately, and to my satisfaction.

4. I have received a copy of the complaint or information. I have read it, and discussed it with my lawyer. I have told my lawyer all the facts and circumstances about the charge(s) brought against me. My lawyer is fully informed on all such matters.

5. My lawyer has advised me on the nature of the elements of each charge, and on all lesser included charges against me. He has advised me on all possible defenses that I may have in this case.

6. I understand that I am presumed to be innocent, and that the Constitution guarantees me:

i. The right to a speedy and public trial by a jury of my peers, at which the

State must prove my guilty beyond a reasonable doubt;

- ii. The right to see and hear all witnesses called to testify against me, and the right to confront and cross-examine those witnesses, while they are under oath;
- iii. The right to call witnesses on my behalf, and to use the power of the court to compel their attendance, and to compel the production of evidence;
- iv. The right to testify if I wish, but also the right not to testify, and that my guilt may not be inferred from my silence;
- v. If I am convicted, I have the right to appeal. If I am indigent, the court will appoint an attorney for me and the State will pay for the costs of an appeal.

7. I understand that by pleading guilty, I am waiving the rights set out above. I am admitting to the truth of each and every element of the crimes charged. I understand that there will be no trial. I understand that the court will convict me of the charges to which I am pleading guilty. I also understand that the court may impose the same sentence as if I had entered a plea of “not guilty” and had been convicted by a jury.

8. I have been informed that by entering this plea, the court can impose a sentence of up to _____ years/months imprisonment, in addition to a fine of up to \$_____.

9. I am aware that if I am on parole or probation my conviction in this case may result in that parole or probation being revoked, and I may be sentenced to jail for a period of time in addition to any sentence imposed in this case.

10. No officer or agent of any branch of the government has made any promises to me in exchange for this plea, other than that set out in the plea negotiations. I am not entering this plea under any threat to myself, or to someone close to me.

11. There have been plea negotiations, which bring about this plea, which consist of the following: _____

_____.

12. I fully understand that the court is not bound by any agreements made between the county attorney and my lawyer, concerning the sentence to be imposed in this case. I understand that it is the court's responsibility, and the court's alone, to determine the appropriate sentence in this matter.

Signed in the presence of my lawyer on _____, 19__.

Defendant

Attorney for Defendant

CERTIFICATE OF COUNSEL

The undersigned, as lawyer for the defendant charged herein, certifies:

1. I have read to the defendant the allegations in the information/complaint. I have explained to him the elements of each charge, and the possible sentence that could be imposed for conviction of the charges to which he is hereby entering his plea of guilty.

2. I believe that the defendant is competent to understand these charges, and the consequences of his plea of guilty, and I believe that he does understand the same.

3. To the best of my knowledge and belief, the statements made by the defendant in the foregoing and attached tender form are true.

4. I have made no promises to the defendant concerning any sentence which the court may impose.

5. I have discussed the contents of this tender form and this accompanying certificate with the defendant, and assisted him in completing the tender form.

Date

Attorney for Defendant

IN THE DISTRICT COURT OF _____ COUNTY, KANSAS

STATE OF KANSAS,

Plaintiff,

vs

Case No.

Defendant

ORDER ACCEPTING PLEA

Now on this _____ day of _____, 19__, the court finds that the defendant named above has presented a Tender of Plea of Guilty form, and entered a plea of guilty to the charges brought by the State. Having examined the form, the court inquires of the defendant and his attorney in open court. The court informs the defendant of the maximum penalty which may be imposed if the plea is accepted, and that he is waiving certain Constitutional rights by entering his plea, which are specified and explained by the court. The court informs the defendant that he is admitting to the truth of each and all of the essential elements of the charges. Having heard the statements of the defendant and counsel, reviewed the file, and being duly advised in the premises, the court finds:

1. The defendant enters his plea voluntarily and not under any threat or promise;
2. The defendant understands the charges, and the plea that he is entering to those charges;
3. The defendants understand the consequences of the plea that he is entering;
4. There is a factual basis for the charges to which the defendant is entering his plea.

IT IS THEREFORE ORDERED that the defendant's plea of guilty be accepted, and it is hereby accepted, by this court, in accordance with his request.

Judge of the District Court

IN THE DISTRICT COURT OF _____ COUNTY, KANSAS

STATE OF KANSAS,

Plaintiff,

vs

Case No.

Defendant.

TENDER OF PLEA OF NOLO CONTENDERE (NO CONTEST)

The defendant named above states to the court, as follows:

1. My given name is _____. I am also known as _____ . I am _____ years of age (d.o.b. _____). I have completed _____ years of school.

2. I am not presently under the influence of alcohol or drugs. I have never been determined to be mentally incompetent or mentally ill.

3. My lawyer's name is _____. He has represented me adequately, and to my satisfaction.

4. I have received a copy of the complaint or information. I have read it, and discussed it with my lawyer. I have told my lawyer all the facts and circumstances about the charge(s) brought against me. My lawyer is fully informed on all such matters.

5. My lawyer has advised me on the nature of the elements of each charge, and on all lesser included charges against me. He has advised me on all possible defenses that I may have in this case.

6. I understand that I am presumed to be innocent, and that the Constitution guarantees me:

I. The right to a speedy and public trial by a jury of my peers, at which the State must prove my guilty beyond a reasonable doubt;

- ii. The right to see and hear all witnesses called to testify against me, and the right to confront and cross-examine those witnesses, while they are under oath;
- iii. The right to call witnesses on my behalf, and to use the power of the court to compel their attendance, and to compel the production of evidence;
- iv. The right to testify if I wish, but also the right not to testify, and that my guilt may not be inferred from my silence;
- v. If I am convicted, I have the right to appeal. If I am indigent, the court will appoint an attorney for me and the State will pay for the costs of an appeal.

7. I understand that by pleading nolo contendere (no contest), I am waiving the rights set out above. I am admitting to the truth of each and every element of the crimes charged. I understand that there will be no trial. I understand that the court will convict me of the charges to which I am pleading nolo contendere (no contest). I also understand that the court may impose the same sentence as if I had entered a plea of "guilty" or "not guilty" and had been convicted by a jury.

8. I have been informed that by entering this plea, the court can impose a sentence of up to _____ years/months imprisonment, in addition to a fine of up to \$_____.

9. I am aware that if I am on parole or probation my conviction in this case may result in that parole or probation being revoked, and I may be sentenced to jail for a period of time in addition to any sentence imposed in this case.

10. No officer or agent of any branch of the government has made any promises to me in exchange for this plea, other than that set out in the plea negotiations. I am not entering this plea under any threat to myself, or to someone close to me.

11. There have been plea negotiations, which bring about this plea, which consist of the following: _____

12. I fully understand that the court is not bound by any agreements made between the county attorney and my lawyer, concerning the sentence to be imposed in this case. I understand that it is the court's responsibility, and the court's alone, to determine the appropriate sentence in this matter.

Signed in the presence of my lawyer on _____, 19__.

Defendant

Attorney for Defendant

CERTIFICATE OF COUNSEL

The undersigned, as lawyer for the defendant charged herein, certifies:

1. I have read to the defendant the allegations in the information/complaint. I have explained to him the elements of each charge, and the possible sentence that could be imposed for conviction of the charges to which he is hereby entering his plea of nolo contendere (no contest).

2. I believe that the defendant is competent to understand these charges, and the consequences of his plea of nolo contendere (no contest), and I believe that he does understand the same.

3. To the best of my knowledge and belief, the statements made by the defendant in the foregoing and attached tender form are true.

4. I have made no promises to the defendant concerning any sentence which the court may impose.

5. I have discussed the contents of this tender form and this accompanying certificate with the defendant, and assisted him in completing the tender form.

Date

Attorney for Defendant

IN THE DISTRICT COURT OF _____ COUNTY, KANSAS

STATE OF KANSAS,

Plaintiff,

vs

Case No.

_____,

Defendant

ORDER ACCEPTING PLEA

Now on this _____ day of _____, 19__, the court finds that the defendant named above has presented a Tender of Plea of Nolo Contendere (no contest) form, and entered a plea of nolo contendere (no contest) to the charges brought by the State. Having examined the form, the court inquires of the defendant and his attorney in open court. The court informs the defendant of the maximum penalty which may be imposed if the plea is accepted, and that he is waiving certain Constitutional rights by entering his plea, which are specified and explained by the court. The court informs the defendant that he is admitting to the truth of each and all of the essential elements of the charges. Having heard the statements of the defendant and counsel, reviewed the file, and being duly advised in the premises, the court finds:

1. The defendant enters his plea voluntarily and not under any threat or promise;
2. The defendant understands the charges, and the plea that he is entering to those charges;
3. The defendants understand the consequences of the plea that he is entering;
4. There is a factual basis for the charges to which the defendant is entering his plea.

IT IS THEREFORE ORDERED that the defendant's plea of nolo contendere (no contest) be accepted, and it is hereby accepted, by this court, in accordance with his request.

Judge of the District Court

**ADMINISTRATIVE RULE
NO. 20**

**RE: Panel of Attorneys for Appointment and Fees to be Paid to
Appointed Counsel from the County District Court Fund.**

Each court shall establish a panel of attorneys who volunteer to be appointed by the court to represent parties who are eligible for appointed attorney services. Appointments shall be made on a rotating basis, except when a conflict of interest exists or other good cause is shown to the presiding judge. When an attorney volunteers to be on a panel, he shall remain on the panel until he requests to be removed from the panel.

For the appointed attorney services the attorneys shall be compensated as established by administrative order.

In addition, attorneys shall be reimbursed for all necessary out-of-pocket expenses, including telephone toll calls, photocopies at a rate not to exceed twenty-five cents (25¢) per copy, postage and mileage, which shall be paid at a rate not to exceed that paid by the county.

Each claim for services rendered hereunder shall be submitted on a claim voucher. The voucher shall be accompanied by a timesheet which shall be legible and self-explanatory. All out-of-pocket expenses shall be itemized by type and amount.

The claim voucher shall be examined and approved, or approved as modified, by the presiding judge, and submitted to the clerk of the court. All claim vouchers shall be presented to the judge not later than thirty (30) days after the termination of the case. In criminal cases and traffic cases, a voucher may be presented only after the termination of the case. In all other cases, the vouchers must be presented prior to the end of the calendar year for services performed during that year. Failure to comply herewith may result in denial of compensation for said services.

The allowed fees and out-of-pockets expenses may be reimbursed to the court through

collection at the time the court costs are paid, or in misdemeanor cases may be reimbursed to the court as a condition of probation, unless the presiding judge finds that such payment or reimbursement would be an undue hardship to the person for whom the services were rendered.

**ADMINISTRATIVE RULE
NO. 21**

RE: Court Trustee Program - Court Debt and Restitution.

The court trustee is authorized and empowered to pursue all remedies available to collect court debt and restitution as authorized by K.S.A. 1999 Supp. 75-719, and amendments thereto, and agreements entered into between the Kansas Attorney General and the court trustee.

The terms "court debt" and "restitution" are defined as follows:

(a) Court debt is debt owed to the court and includes, but is not limited to, court costs, fines, probation fees, alcohol evaluation fees, court-appointed attorneys' fees, interest and penalties, and other fees and expenses which the court has ordered to be paid.

(b) Restitution is money ordered by the court to be paid to victims to compensate victims for damage or loss caused by the defendant or juvenile's crime or offense.

By way of enumeration and not by way of limitation, the court trustee shall have the following powers:

- (a) To issue summonses, subpoenas and subpoenas duces tecum to obligors, obligees and other witnesses who possess knowledge or books and records relating to enforcement of restitution to appear in the office of the court trustee or before the district court for examination;
- (b) To administer oaths and take sworn testimony on the record or by affidavit;
- (c) To appoint special process servers as required to carry out the court trustee's responsibilities; and,
- (d) To enter into stipulations, acknowledgments and agreements, subject to approval of the court.

The court, court services officers, the community corrections officers and juvenile justice authority officers shall refer cases to the court trustee, if after 60 days from the date court debt and/or restitution is ordered paid by the court, the person is not in compliance with the order or plan for the payment of court debt and/or restitution and at such other times as the court orders. The court may refer cases to other contracting agents approved by the office of the Attorney General.

The cost of collection shall be paid by defendant/respondent as an additional court cost in all criminal, traffic and juvenile offender cases where defendant/respondent fails to pay any amount or amounts ordered by the court and the court utilizes the services of the court trustee as above provided.

The clerk of the court shall receive and disburse payments for court debt and restitution as herein provided; complete and maintain accurate records of all receipts and disbursements; and, furnish to the court trustee in a format agreeable to the court trustee information necessary to perform the duties of the court trustee. All payments shall be made to the clerk of the court. The clerk of the court shall establish a court trustee operations fund to be used for receipting and dispersing court debt and restitution.

When the clerk of the court receives payments on court debt and/or restitution which has been referred to the court trustee for collection, the clerk of the court shall deposit the payment to the court trustee operations fund and disburse the payment to the proper payee. The disbursement to the payee shall be accomplished no later than the fifth (5th) business day after the date the payment is received.

To defray the expenses of operating the court trustee program in all cases referred to the court trustee for collection of court debt and/or restitution, a 30% administrative fee shall be charged on the amounts collected from defendants/respondents for court debt and restitution. The cost of collection shall be paid from the amount collected, but not be deducted from the court debt or restitution owed by defendant/respondent. All such amounts collected shall be withheld from payments made through the clerk of the court and shall be paid to the court trustee operations fund of the county where collected. Any payments submitted to the clerk of the court in the form of checks, drafts or other negotiable instruments, may be endorsed by the clerk of the court for deposit to the court trustee operations fund and deposited to the fund.

Payments shall be applied first to restitution, if any, and then to court debt, unless otherwise required by statute, court rule or order of the court. The clerk of the court shall deduct the fee and disburse the net amount to the payee as provided by K.S.A. 1999 Supp. 75-719.

**ADMINISTRATIVE RULE
NO. 22**

RE: Petition for Expungement.

Upon filing a petition for expungement under the Kansas Criminal Code or the Juvenile Offenders Code, petitioner's attorney shall obtain a date and time for hearing from the court and thereafter provide timely written notice to the county attorney.

Upon the request of the county attorney, the attorney for the petitioner shall submit to the presiding judge a proposed order for referral and investigation by the Court Services Office. Copies of the proposed order shall be provided to the county attorney and Court Services Office by petitioner's attorney.

Petitioner shall be personally present at the expungement hearing unless excused by the court.

Petitioner's attorney shall prepare an appropriate order of expungement and provide the clerk of the court with adequate copies for mailing to law enforcement agencies.

**ADMINISTRATIVE RULE
NO. 23**

RE: Court Operated Bond Program.

This administrative rule which shall become effective February 1, 1998, establishes procedures and qualifications for release of accused persons from custody in situations other than upon a specific order from a judge of the district court.

1. Court services officers, deputy sheriffs and corrections officers who are sworn to their oaths as deputy clerks of the district court are authorized to permit persons in custody to post bail bonds and be admitted to bail in accordance with the provisions of this administrative rule.

2. The attached Automatic Bond Schedule ("ABS") sets forth the approved amounts for bail bonds for certain offenses. For other offenses where no bond is set, the accused person shall be brought before a judge of the district court as soon as the court is available to have a bond set. A judge of the district court shall be contacted within 48 hours if an accused person is in custody and no bond has been set.

3. Notwithstanding the ABS, persons in custody with any of the following conditions are **not** eligible for an ABS bond and shall be brought before a judge of the district court to have bond set:

- (a) Has had a prior bond forfeiture;
- (b) Has been extradited or is awaiting extradition to another state;
- (c) Has a detainer or hold from another state or federal authorities;
- (d) Has a prior conviction of a felony classified as A, B or C or Levels 1 through 5,
inclusive; or,
- (e) Has been detained for a violation of probation.

(f) If a court services officer, deputy sheriff or corrections officer sworn as a deputy clerk of the district court believes in good faith that the accused may flee or poses a danger to public safety, the setting of a bond shall be referred to a judge of the district court.

4. On bonds requiring a bond amount of \$1,000 or less, residents of the Twelfth Judicial District who are eligible for bond under the ABS may be released on the person's own recognizance bond ("OR") if they meet **one** of the following criteria:

(a) Own real estate located in the state of Kansas; **or**,

(b) Any **two** of the following **five**:

i) Is a resident of the Twelfth Judicial District and has been for more than 6 months;

ii) Has a valid Kansas driver's license;

iii) Is employed in the Twelfth Judicial District and has been for more than 3 months;

iv) Has a current telephone service in his/her name;

v) Is enrolled as a student in the state of Kansas; **or**,

(c) Is on active duty in the military and stationed at a military base in the state of Kansas.

All facts shall be determined based upon a sworn statement made under penalty of perjury by the accused person or the accused person's private surety. Court services officers, deputy sheriffs and corrections officers who are sworn as deputy clerks of the district court are authorized to require further verification of any information as they deem appropriate before permitting a person in custody to post bond. Victims named in an arrest report cannot act as a private surety on a bond.

5. On bonds requiring a bond amount of \$1,000 or less, residents of the Twelfth Judicial District who are eligible for bond under the ABS, but not meeting the criteria of paragraph 4., may be released on bond with a private surety if the surety completes a sworn statement and qualifies under both (a) **and** (b) of paragraph 4.

6. On bonds requiring a bond amount of less than \$1,000, residents of the Twelfth Judicial District who are eligible for OR-cash deposit bond under the ABS may be released by posting a personal recognizance cash deposit bond ("OR-cash deposit bond"). On bonds requiring a bond

amount of more than \$1,000 and up to \$2,500, residents of the Twelfth Judicial District who are eligible for bond under the ABS, may be released by posting an OR-cash deposit bond **and** meeting **one** of the criteria set forth in paragraph 4., sections (a), (b) **or** (c). A resident of the Twelfth Judicial District who is eligible for release under the ABS, but not meeting the criteria of paragraph 4. may be released by posting an OR-cash deposit bond **and** obtaining a private surety who qualifies under both items (a) **and** (b) of paragraph 4.

7. A person may be admitted to bail on an OR-cash deposit bond who meets the criteria set forth in this administrative rule **or** upon special screening and recommendation of a person authorized to permit posting of a bond in accordance with this administrative rule. Any person determined eligible to be admitted to bail on an OR-cash deposit bond shall deposit with the clerk of the district court cash equal to 10 percent of the amount of the bond and execute a bond in the total amount of the bond. All other conditions of the bond set by the court and this administrative rule must be satisfied.

8. When an accused person qualifies for an OR-cash deposit bond, the cash deposit shall be held by the clerk of the district court until such time as the accused person has fully performed all conditions of the bond and is discharged from the person's obligation by the court. A cash receipt shall be issued by the clerk of the court to the accused person. When an accused person has been so discharged, 90% of the cash deposit shall be returned to the accused person upon surrender of the cash deposit receipt previously issued by the clerk of the district court. Ten percent of the cash deposit shall be retained by the clerk of the district court as an administrative fee. Cash deposit bond funds shall be paid to the general fund of the county from which the bond originated.

9. A cash receipt for an OR-cash deposit bond shall be issued only to the accused person being released on bond. Any person posting cash for another person shall be informed that any cash

posted as a bond becomes the property of the accused person and may be subject to forfeiture and applied to the payment of fines, court costs (including attorneys' fees), fees and restitution, and will be refunded only to the accused person. Any arrangement to furnish bond money to or for the accused person is a matter between the lender and the accused person.

10. When an accused person who has posted an OR-cash deposit bond is discharged from the person's obligation to the court and files the receipt for the cash deposit with the clerk of the district court, the refundable portion of the cash deposit may be applied upon order of the court to the payment of fines, court costs (including attorneys' fees), fees and restitution.

11. All OR-cash deposit bonds issued in the Twelfth Judicial District shall be subject to forfeiture and the amount deposited shall become the absolute and permanent property of the district court or county where the bond originated should one or more of the following occur:

- (a) The accused person or surety makes a false statement or representation regarding the criteria for an OR-cash deposit bond as set forth in paragraphs 3. through 6., inclusive, above;
- (b) The accused person fails to appear in court pursuant to a court order at any stage of the proceedings upon due notice thereof;
- (c) The accused person fails to report as directed to a court services officer; or,
- (d) The accused person fails to perform any other condition of bond imposed by the court.

12. All persons admitted to bail on OR or OR-cash deposit bond shall be required to report as directed to a court services officer.

13. Other special conditions may also be imposed by the court as a requirement of release on OR or OR-cash deposit bonds.

14. All private or professional surety bonds in the Twelfth Judicial District shall have as a condition that the surety shall agree to remain liable on any bond until all proceedings arising out of the arrest or case for which the bond was posted are concluded and the surety is released by court order. No surety shall be released on a bond obligation without court approval. Any interested party, including a surety or an accused person arrested and turned in on a bond by a surety, may file a motion with the court for a determination of whether the bond should be revoked or continued in force.

15. Bonds designated as OR-cash, cash or professional surety shall be written only on terms and conditions as are specified by a judge of the district court. An accused person upon request may be released on a professional surety bond when a cash or an OR-cash deposit bond has been specified.

16. This administrative rule shall not limit or restrict the right of any person to seek or obtain pretrial release under statutory methods of admitting accused persons to bail or the authority of a judge of the district court to determine bail. The participation of an accused person in this release program is voluntary.

17. This rule shall **not** apply to civil bench warrants.

18. Definitions:

- (a) The term “accused person” as used in this administrative rule means a person in custody by reason of an arrest report or a defendant in a criminal, driving under the influence of drugs or alcohol, traffic misdemeanor or traffic offense case.
- (b) The term “bond” as used in this rule means a bail bond.
- (c) The term “cash” as used in this rule means United States currency,

a money order, a bank draft, a cashier's check or certified check drawn on a commercial banking or savings and loan institution.

- (d) The term "court" as used in this rule refers to the district courts of the Twelfth Judicial District, *viz*: Cloud, Jewell, Lincoln, Mitchell, Republic and Washington Counties.

AUTOMATIC BOND SCHEDULE
(Attachment to Administrative Rule No. 23)

MISDEMEANORS	AMOUNT	TYPE
Class A	\$ 2,500	*C, OR, C-OR, P
Class B, Including DUI, Except Domestic Battery (Domestic Battery Must Have Judge Set Bond)	\$ 1,000	C, OR, C-OR, P
Class C, Except Violation of PFA (Violation of PFA Must Have Judge Set Bond)	\$ 500	C, OR, C-OR, P
Unclassified	\$ 500	C, OR, C-OR, P

FELONIES

For felony offenses the accused person shall be brought before a judge of the district court as soon as possible, but in any event a judge of the district court must be contacted within 48 hours if an accused person is in custody and no bond has been set.

- * C = Cash
- OR = Personal Recognizance
- C-OR = Personal Recognizance Cash Deposit
- P = Professional Surety

The Automatic Bond Schedule is subject to statutes which prohibit the setting of bonds and sheriff's pretrial release policies.

**ADMINISTRATIVE RULE
NO. 24**

RE: Case Assignment in Certain Juvenile Offender Cases.

Upon the filing by the county attorney of a motion for adult prosecution or extended juvenile jurisdiction, the case shall be assigned to the district judge if the primary offense charged is or would be an off-grid offense, a severity level 1 through 5, inclusive, non-drug offense or a severity level 1 through 3, inclusive, drug offense. The case shall be assigned to the district magistrate judge if the charge is or would be a severity level 6 through 9, inclusive, non-drug offense, a severity level 4 drug offense, an unscheduled felony, a misdemeanor or other offense.

Upon motion of the respondent for a jury trial, the case shall be referred to the chief judge for assignment.

Upon motion of the county attorney or the respondent the chief judge may assign a case which otherwise would be assigned to the district magistrate judge to the district judge pursuant to K.S.A. 20-302b(d) and -329.

12th Judicial District


ADMINISTRATIVE RULE
NO. 25

COPY
FILED

RE: Court Appointed Special Advocate (CASA) Reports

In all children in need of care (CINC) and juvenile offender (JO) cases to which a CASA is assigned, the CASA program director shall distribute copies of CASA reports to counsel of record, *guardians ad litem* and the Department of Social and Rehabilitation Services (SRS). The court shall make available to counsel of record, *guardians ad litem* and SRS all other reports submitted to the court for consideration in such CINC and JO cases, and allow counsel a reasonable time to review the reports before the hearing or other proceeding. No CASA reports shall be disclosed to any other entity, person party, including the parents of respondent minor children, without the prior express approval of the presiding judge.

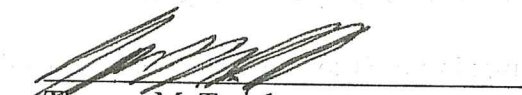
The foregoing Administrative Rule is adopted pursuant to the authority of Supreme Court Rule No. 105, in chambers at Concordia, Kansas, and a copy thereof mailed to the Clerk of the Supreme Court of Kansas on this 28th day of September, 2004.


Thomas M. Tuggle
Chief Judge

ORDER REPEALING ADMINISTRATIVE RULE

Administrative Rule No. 25, effective September 28, 2004, is hereby repealed.

The foregoing Order Repealing Administrative Rule is adopted pursuant to the authority of Supreme Court Rule No. 105, in chambers at Concordia, Kansas, and a copy thereof mailed to the Clerk of the Supreme Court of Kansas on this 14th day of September, 2006.


Thomas M. Tuggle
Chief Judge

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