

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
DIVISION _____

IN THE MATTER OF

)	
)	
and)	Case No. _____
)	
)	

ORDER OF CONCILIATION

NOW, the above-captioned matter comes on for hearing before the Court. The Petitioner, _____, appears by and through _____ counsel, _____. The Respondent, _____, appears by and through _____ counsel, _____. There are no other appearances.

1. It is in the best interests of the parties and their minor children that the parents work together, communicate in good faith, and attempt to reach agreements which are in the best interests of their children.

2. _____ should be appointed to serve as Conciliator in the above captioned matter and is considered qualified, is approved by the Court, and has received a certificate of approval under Kansas Supreme Court Rule 911, to address issues regarding:

- _____ Legal custody
- _____ Residency
- _____ Parenting Time
- _____ Extra curricular activities
- _____ Communication
- _____ Financial issues such as child support and/or uninsured medical expenses
- _____ Other _____

3. The terms of the appointment shall be for _____ months, subject to renewal upon the request of either party or Order of the Court.

4. If the parents are able to reach an agreement, the Conciliator shall prepare a written Memorandum of Understanding or Conciliation Agreement and provide a copy to each party and their attorneys. The parties shall have fourteen (14) days in which to either sign or reject the MOU (or Conciliation Agreement). The parties' agreement should be journalized by Agreed Order approving and incorporating the MOU or Agreement and shall include assignment of responsibility for preparation of the Agreed Order to one party or their counsel. The Agreed Order shall be submitted pursuant to Supreme Court Rule 170 within fourteen (14) days of execution of the MOU or Conciliation Agreement.

5. If the parties are not able to reach an agreement, the Conciliator shall prepare a report to the Court identifying the issue(s) which remain(s) subject to dispute. The report shall include the Conciliator's evaluation of the disputed issues and shall contain Recommendations for the Court's consideration. Unless otherwise agreed by the parties, or ordered by the Court, the Conciliator's Report and Recommendations shall be submitted to the Court within fourteen (14) days of the date on which the Conciliator completes his or her investigation.

6. After review of the Conciliator's Report and Recommendations, the Court shall release any or all of the Conciliator's Report and Recommendations to the parties and counsel subject to such conditions for circulation and/or reproduction as the Court deems appropriate, in the Court's sole discretion.

7. If no objection to the Conciliator's Report and Recommendations is filed in accordance with the terms of Paragraph 8 below within thirty (30) days after the date on which the Conciliator's Recommendations were submitted to the parties and counsel by the Court, then the Conciliator's Recommendations shall be deemed adopted by the Court. The Court shall assign preparation of an Agreed Order Adopting Conciliation Recommendations to one of the parties or their counsel.

8. In the event a party disputes a recommendation made by the Conciliator, then that party shall file an objection with the Court within thirty (30) days of the date on which the Conciliator's Recommendations were sent to the parties and counsel by the Court. All objections to a Conciliator's Recommendations shall be in writing and include a specific and concise description of the factual or legal (or both) basis of the objection. If the Court finds that

the objection fails to satisfy this threshold requirement, then the Court may rule without the necessity of a hearing and may assess conciliation fees and attorney fees and costs to the objecting party.

9. If, in the Court's discretion, the objection raises an issue or issues which justify a hearing, a date for the same shall be scheduled at a time compatible with the Court's calendar.

10. Written Agreement. A domestic conciliator must enter into a written agreement with each party. The written agreement shall specify the hourly rate of the conciliator, and the manner in which the conciliator's fees shall be divided between the parties. As a general rule, the costs and fees of the conciliator shall be divided equally between the parties. Any other split of the fee shall be specified in the written agreement. If the Court determines that one party has caused excessive contacts with the conciliator, supplies the conciliator with misleading information, or otherwise abused the process, the Court, in its discretion, may assess conciliation costs disproportionately. The written agreement shall also include the domestic conciliator's expectations and procedures, billing practices, method of payment, use of collections, and any other information the domestic conciliator deems necessary when providing conciliation services. Each party shall pay the conciliator an initial deposit of \$_____ prior to the commencement of the initial conciliation conference.

11. The Conciliator's hourly rate of \$_____ per hour is approved by the Court. The initial deposit to the Conciliator shall be \$_____, with the father paying \$_____ and the mother paying \$_____ prior to their first meeting/conference with the Conciliator. Each party shall pay his or her share of all future billings within fifteen (15) days of the date of the billings invoice. The Conciliator is authorized to require payment in advance for any and all services rendered and/or to request additional deposit of funds at any time. The Conciliator may suspend activity in the event either party fails to meet his or her financial obligations as set out in this Order and the Conciliator shall notify the Court in such event. Failure of either party to timely pay the Conciliator may be grounds for sanctions against that party in the discretion of the Court, which may include the Conciliator's fees and costs associated with any collection activity necessary to collect the Conciliator's fees.

12. Both parties agree, and are ordered by the Court, to fully participate and cooperate with the Conciliator in the conciliation process, both parties agree to respond to the Conciliator's engagement and introductory letter within ten (10) days, to timely pay all fees of

the Conciliator as they are billed monthly or otherwise, and to comply with all requests of the Conciliator. In the event a party fails to participate as agreed herein, the Conciliator shall continue to serve, and shall issue reports to the Court regardless of the lack of participation by one of the parties. The Conciliator shall notify the Court if a party fails to pay his or her share of the fees for the conciliation process in full and in a prompt and timely manner. The Conciliator may submit a Motion and Order for Approval of Conciliation Fees to the Court, and the Court shall assist the Conciliator, if necessary, in collection of the Conciliator's costs and fees.

13. Pursuant to the requirements of Kansas Supreme Court Rule 908, the parties further acknowledge, agree, and stipulate as follows:

(a) The parties have been advised that conciliation is not a confidential process. The parties waive confidentiality provided for in K.S.A. 5-512. It is understood that the Conciliator has the responsibility to report to the Court and to other authorities as the Court's Order directs.

(b) The Conciliator may communicate individually with each party and/or their counsel.

(c) The Conciliator may communicate with persons who are not parties to this action, including therapists, day care providers, school personnel, family friends, or other collaterals who do or may have knowledge of the parties and/or the children. The Court directs the parties to execute any Authorizations and/or Releases which the Conciliator requests authorizing this contact and communication.

(d) **Domestic Violence Screening.** A domestic conciliator must screen and continually monitor each dispute for domestic violence. A domestic conciliator should adapt the methods used during domestic conciliation to avoid coercion or an imbalance of power and control between the parties. If a domestic conciliator does not have the competency to manage a dispute involving domestic violence, the domestic conciliator must not accept the domestic conciliation or must terminate an existing domestic conciliation.

(e) **Withdrawal or Removal.** The district court may permit the withdrawal of or remove a domestic conciliator if the court finds:

- (1) loss of neutrality by the domestic conciliator;
- (2) nonpayment by a party;

- (3) lack of cooperation by a party;
- (4) threat to a party or the domestic conciliator; or
- (5) any other reason found by the district court.

IT IS THEREFORE BY THE COURT ORDERED that the parties to this case shall meet with _____ and participate in this private conciliation process.

Counsel for Petitioner:

Petitioner's address:

Petitioner's phone #:

Petitioner's Email:

Counsel for Respondent:

Respondent's address:

Respondent's phone #'s:

Respondent's Email:

PREPARED AND APPROVED:

ATTORNEY FOR _____

APPROVED:

/s/ _____