

LOCAL COURT RULES
FOR THE
TWENTY-FIFTH JUDICIAL DISTRICT
STATE OF KANSAS
JANUARY 1, 2017



JUDGES OF THE 25TH JUDICIAL DISTRICT

| | |
|------------------------------------|---|
| Hon. Robert J. Frederick | District Judge, Division 1 |
| Hon. Michael L. Quint | District Judge, Division 2 |
| Hon. Ricklin R. Pierce | District Judge, Division 3 |
| Hon. Wendel W. Wurst | District Judge, Division 4 |
| Hon. Christopher D. Sanders | District Magistrate Judge, Finney County |
| Hon. Wade M. Dixon | District Magistrate Judge, Greeley County |
| Hon. Meghan M. Houtsma | District Magistrate Judge, Hamilton County |
| Hon. Richard H. Hodson | District Magistrate Judge, Kearny County |
| Hon. H. Edward Frock | District Magistrate Judge, Scott County |
| Hon. Janna K. DeLissa | District Magistrate Judge, Wichita County |

Wendel W. Wurst, Chief Judge
Kurtis W. Jacobs, District Court Administrator

PREFACE

The rules set forth herein are intended to and do supplant any and all prior local rules and shall be effective as of January 1, 2017.

NOTICE

**NOTHING CONTAINED IN THESE RULES IS INTENDED TO OR IS TO BE
CONSTURED SO AS TO SUPPLANT OR CIRCUMVENT THE AUTHORITY OF
THE KANSAS SUPREME COURT AND THE RULES THEREOF.**

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GENERAL PROCEDURE

Rule No. 1 ADOPTION OF RULES

These Local Rules for the Twenty-Fifth Judicial District are adopted in accordance with Supreme Court Rule, are accessible to the public, and are posted on the Judicial Branch website. These Local Rules are effective upon filing with the clerk of the appellate courts and posting on the Judicial Branch website.

Rule No. 2 CHIEF JUDGE

The Chief Judge shall perform those duties set forth in the Kansas Statutes Annotated and Supreme Court Rules.

Rule No. 3 MOTION DAYS

- 3.1) Each year, the Chief Judge shall prepare a Motion Day calendar assigning a district judge to each county in the district except Finney County and designating a monthly motion day for each such county. The Motion Day calendar shall be published electronically and available in the court clerk's office in each county.
- 3.2) Hearings scheduled on a Motion Day should be of an anticipated length of thirty (30) minutes or less and may be scheduled through the court clerk in the manner directed by the district judge assigned to the county. Special settings should be scheduled through the assigned judge's office for any hearing expected to last more than thirty (30) minutes.

Rule No. 4 USE OF COURTROOMS

The courtrooms within the Twenty-Fifth Judicial District are provided for the use of the courts, and use of a courtroom for judicial proceedings shall be given priority; but when such courtrooms are not needed for judicial proceedings, they may be used for community activities and judicial sales with the approval of any judge in the county wherein the courtroom is located.

CASE ASSIGNMENTS AND PROCEDURE

Rule No. 10
ASSIGNMENT OF JUDGES

DISTRICT JUDGE ASSIGNMENTS IN FINNEY COUNTY: Judges Frederick, Pierce, Quint, and Wurst will each be assigned every 4th criminal, civil, domestic, and probate case filed. Each judge will preside over the 8:30am criminal docket every 4th week and will be assigned every 4th felony case and will preside over each proceeding through sentencing in each felony case so assigned. Judge Pierce will be the lead criminal judge and will be responsible for reviewing and signing (non-weekend) probable cause orders and will be the District Judge responsible for reviewing and signing e-filed arrest warrants submitted by the County Attorney. Judge Frederick will be the lead civil judge. Judges Frederick, Quint, and Wurst will be assigned post-decree matters in Judge Vieux's domestic cases on a rotating basis.

MAGISTRATE JUDGE ASSIGNMENTS IN FINNEY COUNTY:

| <u>DAY</u> | <u>CASE TYPE</u> | <u>WEEK</u> | <u>JUDGE / COURTROOM</u> |
|----------------------------|---------------------------------|--|------------------------------------|
| MONDAYS | CINC/Emergencies | | Sanders/Room 300 |
| TUESDAYS | Evictions (A.M.) | 3 rd | Sanders/Room 300 |
| | Emergency PFAs (P.M.) | 3 rd | Sanders/Room 300 |
| | CSE (P.M.) | KCMD & 4 th | Sanders/Room 300 |
| | Juvenile Offender | | Dixon/Room 301 |
| | Traffic Trial | 2 nd | DeLissa/Room 209 |
| | Traffic Trial | 3 rd | Hodson/Room 209 |
| WEDNESDAY | Limited Trials/Emergencies | | Sanders/Room 300 |
| | Traffic Docket/CMCs/Trials | | Houtsma/Room 301 |
| THURSDAY | Limited Motions/1As/Emergencies | 1 st , 3 rd , & 4 th 2 nd * | Sanders/Room 300 Dixon/Room 300 |
| | | *Thursday before 2 nd Friday of each month. | |
| | Small Claims | WCMD | DeLissa/Room 209 |
| | Criminal Docket | | Frock/Room 301 |
| FRIDAYS | Contempts/CINC/Emergencies | 1 st & 3 rd | Sanders/Room 300 |
| | CINC/Emergencies | 2 nd | Hodson/Room 300 |
| KEARNY COUNTY MOTION DAYS: | | | |
| | CSE (A.M.) | | Hodson/Room 202 |
| | PFA/PFS (P.M.) | | Hodson/Room 202 |

DISTRICT JUDGE ASSIGNMENTS IN DISTRICT: In addition to the specific assignments set forth above, the District Magistrate Judges of this district, within their jurisdictional limits, shall have authority over all matters as may from time to time arise within or without their respective counties. The District Magistrate Judges are specifically authorized to coordinate among themselves case conflicts, absences, and vacations, subject to the needs of the docket and their other assignments.

Rule No. 20
PROCEDURE IN DOMESTIC CASES

The following procedure shall apply to all counsel and parties pro se appearing in all domestic cases in the District Courts of the Twenty-Fifth Judicial District:

20.1) CHILD SUPPORT/MAINTENANCE

A. Interlocutory Orders:

1. No order, ex parte or otherwise, shall be entered unless the party presenting same shall have complied with Kansas Supreme Court Rule No. 139 and completed a Child Support Worksheet. Estimates of income of one or both parties will not generally be acceptable, absent extraordinary circumstances.
2. Absent extraordinary circumstances, no ex parte orders shall be entered for the maintenance of either party. All requests for temporary maintenance shall be upon motion reflecting service on the opposing party or counsel and notice of hearing, on a date secured from the assigned court.

B. Final Orders:

1. **Compromise Support Orders:** A compromise settlement must be shown to be acceptable in law or fact. If such compromise is less than suggested in the child support guidelines, the law or facts supporting such compromise must be set forth in the journal entry.
2. **Contested Support Orders:** The Court shall consider the guideline support amount as a rebuttable presumption of a reasonable child support order. A party whose position is contrary shall have the burden of proof.
3. **Documentary Support of Final Order:** If a final order is agreed upon and is in accordance with the guidelines, a worksheet A and the appropriate affidavits shall be filed with the final order. If the final order is as a result of a compromise that is less than the guidelines, then the journal entry shall recite the law and facts which support such a compromise. If the final order is as a result of a contested hearing, the journal entry shall recite the Court's findings of fact which may be provided by completion of Section E of the child support worksheet.

C. Stipulations:

The parties are encouraged to stipulate to the admissibility of the child support income information prior to pretrial.

20.2) PROCEDURES AS TO PROPERTY DIVISION:

A. Titles:

At trial, counsel shall make a good faith effort to present titles to personal property and evidence of ownership of real property or mineral interests.

20.3) REQUIRED CONTENTS OF DECREES AND ORDERS:

A. Orders for Child Support or Maintenance:

Each order for child support or maintenance shall include a provision for involuntary income withholding and shall include the following:

“All child support/maintenance payments shall be made payable to the order of The Kansas Payment Center. Each of the parties shall inform the clerk, in writing, of any change of address, name, and employer with business address within seven (7) days of such change.”

B. Child Custody Orders:

Each order of child custody shall include the following:

“Except as provided in subsection (d) of K.S.A. 23-3222 and 23-2225, a parent entitled to legal custody or residency of or parenting time with a child under this article shall give written notice to the other parent not less than 30 days prior to: (1) Changing the residence of the child; or (2) removing the child from this state for a period of time exceeding 90 days. Such notice shall be sent by restricted mail, return receipt requested, to the last known address of the other parent. Failure to give notice as required by subsection (a) is an indirect civil contempt punishable as provided by law. In addition, the court may assess, against the parent required to give notice, reasonable attorney fees and any other expenses incurred by the other parent by reason of the failure to give notice.”

“Any change of address of any child subject to this order, whether in state or out of state, shall be immediately revealed to the court by filing a notice thereof with the clerk of the court within seven (7) days stating the new mailing address, street address, and telephone number of the child.”

C. Final Decrees of Divorce:

Each final decree of divorce shall include the following:

“Any marriage contracted by a party, within or outside this state, with any other person before a judgment of divorce becomes final shall be voidable until the decree of divorce becomes final. An agreement which waives the right of appeal from the granting of the divorce and which is incorporated into the decree or

signed by the parties and filed in the case shall be effective to shorten the period of time during which the remarriage is voidable.”

20.4) FORMS AND THE INFORMATION TO BE CONTAINED THEREIN:

A. Domestic Relations Affidavit:

Compliance with Supreme Court Rule No. 139 is mandatory.

B. Domestic Pretrial information Sheet:

In all domestic cases where a pretrial conference is docketed, a Pretrial Information Sheet shall be completed by each party and submitted to the Court at least seven (7) days prior to the scheduled pretrial hearing. The parties should further exchange a copy of said information sheet prior to the hearing. The format for the Pretrial Information Sheet shall substantially comply with the form provided by the Court.

C. Joint Statement of Property and Debts:

Where requested by the Court, the parties shall mutually complete a Joint Statement of Property and Debts on a form supplied by the Court.

20.5) PROTECTION FROM ABUSE ACT:

All applications for temporary restraining orders may be submitted by the Clerk of the District Court to any available judge, district or magistrate. All final order requests shall be submitted for hearing to the judge assigned on the date scheduled for hearing said requests.

20.6) Vital Statistics Information/Form:

The prevailing party shall be responsible for completing the vital statistics worksheet furnished by the Clerk of the Court and for filing same with the Clerk, together with the journal entry.

Rule No. 30
PROCEDURE IN CIVIL, LIMITED CIVIL CASES,
AND JUVENILE APPEALS

The following procedure shall apply to all counsel and parties pro se appearing in the Twenty-Fifth Judicial District:

30.1) PRETRIAL CONFERENCE PROCEDURE:

A. Pretrial Information Sheet:

In all civil cases (including juvenile matters before a district judge) wherein a pretrial conference is conducted, each party shall file a pretrial information sheet containing all information required in Supreme Court Rule No. 140. The pretrial information sheet shall be provided to counsel and the Court at least seven (7) days prior to the conference.

B. Pretrial Conference Preparation:

Unless prior permission from the Court is obtained, an attorney who will be participating in the trial shall attend the pretrial conference.

C. Electronic Pretrial Conferences:

The Court may conduct pretrial conferences by telephone or video conference. Any party desiring such a conference shall obtain permission from the Court and shall arrange the telephone or video conference.

30.2) CASE MANAGEMENT CONFERENCE PROCEDURE:

A. Case Management Conference:

A case management conference shall be conducted in civil cases pursuant to K.S.A. 60-216.

B. Electronic Hearings:

The Court may conduct case management conferences by telephone or video conference. Any party desiring such a conference shall obtain permission from the Court and shall arrange the telephone or video conference.

Rule No. 40
EXTENDED JUVENILE JURISDICTION
PROSECUTION PROCEDURES

Pursuant to K.S.A. 38-2364, an extended jurisdiction juvenile prosecution remains in juvenile court until the time of disposition and sentencing, at which time it shall be assigned to a district judge.

ADMINISTRATIVE PROCEDURE

Rule No. 100
REVIEW OF ELECTRONIC RECORDINGS OF
COURT PROCEEDINGS

Counsel may review the electronic recording of court proceedings with the consent of the judge to whom the case is assigned. The judge may designate the time, place, and manner of review and shall designate either Court Administration, a Certified Court Reporter, or a Clerk of the Court to assist counsel and monitor the review.

Rule No. 101

REQUESTS FOR TRANSCRIPTS OF
COURT PROCEEDINGS

101.1) In any proceedings before a Court in this District, counsel requesting a written transcript of such proceedings shall submit a written request for same to the presiding judge for approval. The presiding judge will enter approval or denial and file the original with the Clerk of the District Court in the county where proceedings were held. This is not intended to be applicable to those matters covered by Supreme Court Rule 3.03.

Upon receipt of an approved request, the Clerk of Court will forward a copy of said request to the court reporter who took the proceedings. If the official record was by electronic recording, the Clerk of Court will get an assigned court reporter as provided in Administrative Order No. 57 and forward a copy of the request to the court reporter, filing the original in the case file. If a request is denied, in whole or in part, the Clerk will also mail a copy to the requesting party.

All such requests will be timely made and a copy mailed to opposing counsel or party pro se by the requesting party.

101.2) Requests for transcripts of multiple hearings within the same case should be made on the same request. Additional pages should be added to the request if necessary.

101.3) When a party has filed a written request for a transcript and subsequently elects to withdraw the request, they shall be responsible for advising the assigned court reporter prior to transcription. Notification after complete or partial transcription will not relieve the party of costs incurred to the point of notification.

Rule No. 102
HOUSE ARREST PROGRAM (01/01/15)
TWENTY-FIFTH JUDICIAL DISTRICT

Pursuant to K.S.A. 21-6609, the following policy and procedure shall govern the implementation and utilization of the House Arrest Program in the Twenty-Fifth Judicial District.

102.1) DECLARATION OF PURPOSE OF PROGRAM:

The House Arrest Program, hereinafter also referred to as “program,” is established to provide a sentencing and disposition option whenever allowed by law and warranted in the discretion of the presiding judge.

102.2) PROGRAM CONSIDERATIONS:

A. No Vested or Protected Interest:

No individual shall be considered to have a vested or protected interest in house arrest in lieu of incarceration. Whether house arrest should be ordered shall be in the sole discretion of the presiding judge.

B. Convictions for Which Program May be Considered:

1. The program is available to the Court for defendants convicted of:
 - (a) a second or third Driving Under the Influence of Alcohol or Drugs, in violation of K.S.A. 8-1567, after 48 consecutive hours of incarceration in the county jail;
 - (b) a fourth or subsequent Driving Under the Influence of Alcohol or Drugs, in violation of K.S.A. 8-1567, after 72 consecutive hours of incarceration in the county jail;
 - (c) a third Driving while License Canceled, Suspended or Revoked, in violation of K.S.A. 8-262(c), after 48 consecutive hours of incarceration in the county jail;
 - (d) a third Driving After Being Declared a Habitual Violator, in violation of K.S.A. 8-287, after 48 consecutive hours of incarceration in the county jail;
 - (e) Refusing to Submit to Alcohol or Drug Testing, in violation of K.S.A. 8-1025, after the defendant has served the statutorily required minimum consecutive hours of imprisonment;

- (f) the one month enhanced penalty pursuant to K.S.A. 8-1567 for a child or children under 14 years of age in the vehicle, after serving the minimum mandatory sentence pursuant to K.S.A. 8-1567 in the county jail; and
 - (g) any other crime or infraction wherein the law allows house arrest as a sentencing or dispositional alternative.
2. No defendant shall be placed by the Court under house arrest if found guilty of:
- (a) any crime designated as a class A or B felony in article 34 or 35 of the Kansas Statutes Annotated, prior to their repeal;
 - (b) subsection (b) of K.S.A. 21-5604, and amendments thereto;
 - (c) K.S.A. 21-5602, and amendments thereto;
 - (d) any off-grid felony; or
 - (e) any nondrug crime ranked in severity levels 1 through 5 or any felony ranked in severity levels 1 through 3 of the drug grid, unless the offender has been sentenced to probation.
3. Unless statutorily prohibited, the program may be used, in the sole discretion of the sentencing judge, when jail time is assessed as a condition of probation or as a sanction for offenders who have failed to comply with conditions of probation or parole.
4. This program is not applicable to Juvenile Offender actions.

C. House Arrest is Not Probation or Parole:

Unless otherwise ordered by the presiding judge, the defendant shall not be considered to be on probation or parole while under house arrest. However, while under house arrest, the defendant shall comply with all conditions of probation (except the requirement of reporting to a supervision officer,) and violation of any condition of probation shall be considered a violation of the house arrest rules and a basis for termination of house arrest.

D. Notification of Placement in Program:

At the time of placement of an inmate under house arrest, the program monitor shall provide written notification to the sheriff and district or county attorney of the county in which any person under house arrest is to be placed, and to the chief law enforcement officer of any incorporated city or town in which such person is

to be placed, of the placement of the person under house arrest within the county or incorporated city or town.

E. Considerations:

In determining whether to order house arrest, the Court may consider any and all information available including public policy, public safety, employment, educational opportunity, family obligations, prior convictions, prior programs, prior revocations, or prior denial of probation or parole.

102.3) HOUSE ARREST AGREEMENT:

The defendant must read, consent to, execute, file with the clerk, and abide by the terms and conditions of the House Arrest Agreement of the Twenty-Fifth Judicial District.

102.4) PROCEDURE:

A. Written Application:

Any defendant seeking an order for house arrest shall complete and file with the clerk of the district court a written application for house arrest on the approved form within five (5) working days of the offender's conviction.

B. Distribution of Application:

The defendant shall deliver a copy of the application for house arrest to the sentencing judge, the county attorney, and the Court Services Office.

C. House Arrest Assessment:

Upon receipt of the house arrest application, the Court Services office shall complete and file a House Arrest Assessment which shall include the defendant's criminal, incarceration, probation, parole, and program history and any other relevant information for the Court's consideration. The Court Services Officer preparing the assessment shall not be required to appear at any hearing whereat house arrest is considered.

D. Placement in Program:

If the Court finds the defendant should be placed under house arrest, an Order for House Arrest (which shall be prepared and submitted at the time of sentencing by the defendant's counsel) shall be entered which sets forth the sentence imposed, the credit for time served, the sentence to be served before the defendant is discharged or placed on parole, and the number of days/hours of house arrest to be served within the confinement of the defendant's residence in order to satisfy the sentence to be served before discharge or parole. The Order for House Arrest

shall remand the defendant to the custody of the sheriff for placement in the designated residence after the defendant has filed the House Arrest Agreement with the clerk, the defendant has served the term of incarceration in the county jail ordered by the Court, and the program monitor certifies to the sheriff that the defendant has satisfied all conditions for placement under house arrest.

E. Program Monitor:

The House Arrest Program in the Twenty-Fifth Judicial District shall be monitored by the independent contractors or government entity, and agents thereof, as are approved by the Chief Judge of the Judicial District to administer the provisions of and monitor the defendant's compliance with the terms of the house arrest program.

F. Payment of Costs:

All costs associated with the program shall be assessed to and paid by the defendant in advance in accordance with the defendant's agreement with the program monitor. Failure to timely pay such costs shall result in the immediate discontinuation of house arrest and the immediate incarceration of the defendant.

G. Breach of Terms:

Breach of any provision of the House Arrest Agreement, failure to timely pay the costs of the program, or any other failure to fulfill the requirements of the program (whether because of the defendant's actions or the action of another) shall result in immediate discontinuation of house arrest and the immediate incarceration of the defendant.

H. Treatment and Counseling:

If specifically ordered, the defendant may attend drug and alcohol treatment programs while under house arrest.

I. Documents and Applications:

The defendant and defendant's attorney shall timely prepare all necessary applications, documents, and orders.

102.5) PROCEDURE UPON VIOLATION:

A. Immediate Incarceration:

Whenever a defendant breaches any provision of the House Arrest Agreement, fails to timely pay the costs of the program, fails to comply with the Order for House Arrest, or fails to fulfill any requirements of the program (whether because

of the defendant's actions or the action of another) the defendant shall be immediately incarcerated.

B. Detention upon Breach:

The defendant shall be immediately transported to and lodged in the County Jail by any law enforcement officer who discovers or is notified by the program monitor of any breach of the House Arrest Program, Agreement, or Order. Any law enforcement officer who has reasonable cause to believe the defendant has failed to comply with the Order for House Arrest, the House Arrest Agreement, or Program has authority to detain and transport the defendant to the County Jail.

C. Written Report:

A written report setting forth the nature of the defendant's breach of the House Arrest Program or Agreement or Order for House Arrest shall be promptly filed by the program monitor who shall forward a copy of the report to the defendant, the County Attorney, and the sentencing judge.

D. Probable Cause Determination:

Upon receipt of the report by the sentencing judge, the Court will make a probable cause determination whether the defendant has breached the House Arrest Agreement or Order for House Arrest. If no probable cause of a breach is found, the defendant shall be released from incarceration and returned to the program. If probable cause of a breach is found, the judge shall set the matter for hearing to determine whether house arrest should be terminated. All relevant evidence may be received by the Judge of the District Court, including letters, affidavits, reports, and results of tests for alcohol and drugs. Upon determining the defendant has breached the House Arrest Agreement or Order for House Arrest or that the defendant is no longer suitable for house arrest, the defendant shall be returned to the County Jail to serve the balance of the original sentence in the county jail.

E. No Conditional Release

Pending the termination hearing, the defendant shall remain incarcerated and the defendant shall not be entitled to bond or conditional release.

THE FOLLOWING HOUSE ARREST APPLICATION, HOUSE ARREST ORDER, AND HOUSE ARREST AGREEMENT FORMS SHALL BE COMPLETED AND FILED IN EACH CASE IN WHICH HOUSE ARREST IS ORDERED:

IN THE DISTRICT COURT OF _____ COUNTY, KANSAS

STATE OF KANSAS,)
Plaintiff,)
VS.)
_____,)
Defendant.)

CASE NO. _____

HOUSE ARREST PROGRAM APPLICATION

Name: _____
Last First Middle Int. Maiden

A/K/A: _____

K.B.I.#: _____

D.O.B. (List year only) _____ **Full date of birth on form supplied.**

S.S.N. (List last four digits only) _____ **Full S.S.N. on form supplied.**

PLACE OF BIRTH: _____

SEX: Male Female RACE: White Black American Indian Asian

EYES: _____ HAIR: _____ HEIGHT: _____ WEIGHT: _____

CURRENT CONVICTION:

DRIVING UNDER THE INFLUENCE Number of prior convictions since July 1, 2001 _____

DRIVING WHILE SUSPENDED, ETC. 2nd Conviction 3rd Conviction

HABITUAL VIOLATOR

OTHER (INCLUDING CLASSIFICATION AND PERSON/NON-PERSON):

DATE OF CONVICTION: _____

DATE OF SENTENCING: _____

SENTENCING JUDGE: _____

ATTORNEY OF RECORD: _____

CRIMINAL HISTORY:

- Have you ever been convicted of any felony, misdemeanor or traffic offense in any jurisdiction?

Yes No

- Have you been denied parole or probation by any parole board or judge within the past year?

Yes No

- Were you on probation, parole or house arrest when arrested for your current offense?

Yes No

- Are you now or have you ever been involved in a post-conviction house arrest program?

Yes No

- Have you ever had a probation, parole or house arrest program revoked?

Yes No

IF YOUR ANSWER TO ANY OF THE ABOVE IS "YES", EXPLAIN GIVING NAME AND LOCATION OF COURT, NAME AND DESIGNATION OF CRIME, AND ANY APPLICABLE DATES:

EMPLOYMENT:

- Are you working a minimum of 30 hours per week? Yes No

- Name of Business: _____

Location/address of business: _____

Location/address of work station: _____

- Your job title and duties: _____

- Your employment supervisor's name: _____

Title, address and telephone #: _____

- Hours of the day/Days of the week worked: _____

- How far do you reside from your work station? _____

- What is your average monthly take home pay after deduction of taxes, any child support being withheld, and any medical insurance premiums? \$ _____

EDUCATION:

- What is the highest grade level you have completed? _____

- Are you currently a full time student? Yes No

- What is your degree program or educational goal? _____

- What is the name, address, email address and telephone number of your advisor or a responsible official who will verify your degree program: _____

- What hours and days of the week do you attend?

- What is the location of the school you attend?

- How far do you reside from your school?

RESIDENCE:

- What is the street address of your residence?

- What is the name and address of the owner of the residence?

- What is the name and address of the leaseholder of the residence?

- Who are the planned occupants of the residence?:

| Name | Age | Sex | Relationship | Occupation |
|------|-----|-----|--------------|------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

- Put an asterisk by the name of the above named people on probation, parole or released on bond or house arrest?

- Are all of the above willing to abide by the rules of the house arrest program? Yes No

HEALTH:

- Describe the status of your health, including particulars as to disabilities and medications, together with the name and address of any treating physicians or health care providers:

RELEASE OF INFORMATION:

- I hereby authorize my employer, school, medical providers to provide and release to the County Attorney, County Sheriff, Court Services or house arrest program monitor any and all information, records or documentation requested relating to my whereabouts, education, employment, or medical care and treatment.

Certification of the Defendant:

State of Kansas)
 County of _____) SS:

I, after first being duly sworn upon my oath, state that I understand the rules and regulations of the program and agree to abide by the same.

 Date

 Defendant's Signature

 Print Name of Defendant

Subscribed and Sworn to before me this _____ day of _____, 20 _____.

 My Commission Expires:

 Notary / Clerk of Court / Judge

Approval of Attorney of Record for Defendant:

Attorney's Signature: _____

Address: _____

Print Name: _____

Supreme Court No.: _____

IN THE DISTRICT COURT OF _____ COUNTY, KANSAS

| | | |
|------------------|---|----------------|
| STATE OF KANSAS, |) | |
| Plaintiff, |) | |
| VS. |) | CASE NO. _____ |
| |) | |
| _____ |) | |
| Defendant. |) | |

ORDER FOR HOUSE ARREST

Now on this ___ day of _____, 20___, the Court makes the following findings and orders:

1. The defendant has been sentenced into the custody of the _____ County Sheriff for a term of _____ days/hours of confinement.
2. The defendant has been granted parole for a period of _____ months after the defendant has served a mandatory minimum sentence of _____ days/hours of confinement.
3. The defendant has been given credit against said sentence for the _____ days/hours of confinement prior to sentencing.
4. So long as the defendant complies with all terms of the House Arrest Program, the House Arrest Agreement, and this Order, the defendant shall be allowed to serve the balance of the mandatory minimum sentence of _____ days/hours of confinement before parole by serving _____ days/hours of confinement within the boundaries of the defendant's residence in accordance with the provisions of the House Arrest Agreement.
5. The defendant must serve ___ consecutive hours in the county jail after sentencing before starting the house arrest program.
6. **The defendant is hereby remanded to the custody of the _____ County Sheriff to serve the sentence imposed and shall not be placed under house arrest until the defendant has signed and filed the House Arrest Agreement, has served the consecutive hours in the county jail required by this order, and the program monitor certifies to the sheriff that the defendant has satisfied all conditions for placement under house arrest.**

IT IS SO ORDERED.

Judge of the District Court

IN THE DISTRICT COURT OF _____ COUNTY, KANSAS

| | | |
|------------------|---|----------------|
| STATE OF KANSAS, |) | |
| Plaintiff, |) | |
| VS. |) | CASE NO. _____ |
| |) | |
| _____ |) | |
| Defendant. |) | |

HOUSE ARREST AGREEMENT
 TWENTY-FIFTH JUDICIAL DISTRICT

I, _____, have received and read a copy of the House Arrest Program and this Agreement. I agree to abide by the House Arrest Program, the Order for House Arrest and the term and conditions of this Agreement and understand that any violation of the program, order, or this agreement will result in the immediate termination of house arrest, removal from the program, and return to secure incarceration in the county jail.

RULES AND CONDITIONS

1. **OBEY ALL LAWS AND CONDITIONS:** While under house arrest:
 - a. I shall obey all federal and state laws and municipal and county ordinances. If detained or arrested for any reason including traffic violations, I shall to notify the program monitor immediately.
 - b. I shall comply with all terms and conditions of probation/parole except the requirement to report to my probation officer.
 - c. I shall not possess or consume any alcohol or illegal drugs, including over-the-counter medication and prescriptions containing alcohol; shall not allow any alcohol or drugs in my residence or any automobile in which I am present; shall not be any place where alcohol or drugs are kept, sold or consumed.

2. **OBSERVE ALLTERMS:** I agree to abide by and to comply with the all the terms of the House Arrest Program, this Agreement and the orders of the Court.

3. **CONFINEMENT TO RESIDENCE:** While under house arrest, I will be confined to and remain within the boundaries of my residence at all times except when in the course of my employment, approved schooling or court ordered counseling or when going to and from work, school or counseling by the most direct route. In the event of a medical emergency, I will contact the program monitor to obtain permission to leave my residence for emergency medical care, will

return to my residence immediately upon release from such medical care and shall furnish the program monitor documentation of the emergency medical care.

4. **MONITORING:** My compliance with the house arrest program and this agreement will be monitored by the program monitor. In connection with such monitoring, I agree to allow access to all areas of my residence for purposes of monitoring compliance with this agreement and of inspecting, repairing or adjusting monitoring equipment and agree to allow and cooperate in telephone calls and personal visits to my residence, school or place of employment by the program monitor or Sheriff's Department at any time day or night; to provide urine, blood or breath samples and to submit to random testing whenever or wherever requested by the program monitor or Sheriff's Department in order to determine an alcohol or drug use; and to wear, use, and care for monitoring equipment as directed by my program monitor. A positive field test for any alcohol or illegal drug shall or refusal to cooperate and properly perform any test requested shall be cause for immediate incarceration.
5. **PAYMENT OF COSTS:** I agree to timely pay the fees required by the program monitor and any cost related to drug and alcohol testing at the time of testing.
6. **LIABILITY:** I agree that all medical expenses incurred while in the house arrest program, whether work related or not, shall be my responsibility and not the responsibility of the program monitor, the County or the Court. While in the house arrest program, I will not be, nor represent that I am, an agent, contractor or employee of the program monitor, the Sheriff or the Court for any purpose whatsoever. While in the house arrest program, I will be solely responsible for any and all contractual obligations and or tort liability that I may incur.
7. **EMPLOYMENT, EDUCATIONAL AND TREATMENT CHANGES:** I will immediately notify the program monitor of any change in my employment, counseling or schooling.
8. **WEAPONS PROHIBITED:** No firearms or other weapons shall be in my possession, vehicle, or residence while I am under house arrest.
9. **RELEASE OF INFORMATION:** I agree to sign any and all authorizations for release of information requested by the program monitor, County Attorney's, Sheriff's Office, or Court Services Office related to my whereabouts, employment, schooling, counseling, or medical treatment.

- 10. **REVOCAION OF PROGRAM: I understand that any failure to fully comply with the terms and conditions of this Agreement, any violation of the House Arrest Program, or any positive test for alcohol or drugs or any refusal or failure to fully cooperate with a request for alcohol or drug testing result in termination of my eligibility for house arrest and my immediate incarceration in the county jail.**

Certification of the Defendant:

State of Kansas)
 County of _____) SS:

I, after first being duly sworn upon my oath, state that I understand the rules and regulations of the house arrest program and agree to abide by the _____.

 Date

 Defendant's Signature

 Print Name of Defendant

Subscribed and Sworn to before me this _____ day of _____, 20 _____.

 My Commission Expires:

 Notary / Clerk of Court / Judge

Rule No. 103
CASA VOLUNTEER PROGRAM

There is hereby established in the Twenty-Fifth Judicial District a Court-Appointed Special Advocate Program (CASA) which, when directed by the Court, shall investigate those facts and circumstances affecting the welfare of a child for whom appointed, and to advocate the best interests of the child and assist the Court in obtaining for said child the most permanent, safe, and homelike placement possible.

The CASA Program, which has elected to be called “Spirit of the Plains CASA”, shall be administered by the District Court and subject to the rules, regulations, and standards set forth in Supreme Court Rule No. 110 and Supreme Court Administrative Order No. 55, and the following local policies and procedures:

- 103.1) Upon motion of any party, or upon its own motion, the Court may appoint a CASA to any child that is alleged to be, or has been adjudicated, a child in need of care as defined by law. All such orders of appointment shall be in accordance with K.S.A. 38-1505 (a) and shall authorize the CASA to carry out those duties prescribed by Supreme Court Rule No. 110. The Order of Appointment shall comply in substance to the form provided by the Court and shall be signed by the judge assigned and delivered to the Clerk of the District Court, Juvenile Division, for filing.
- 103.2) The Clerk of the District Court shall file the Order of Appointment in the pending proceedings and provide file-stamped copies of said Order to: the Finney County Attorney; guardian ad litem; counsel for the parents or the parents, if pro se; CASA; SRS; and any other party or agency as designated in the Order.
- 103.3) Upon receipt of a copy of the Order of Appointment, Spirit of the Plains CASA, through its director, shall select an appropriate and qualified volunteer and file with the Clerk of the District Court a Notice of Assignment designating the name of said volunteer. Spirit of the Plains CASA shall thereafter direct copies of said Notice of Assignment to: the County Attorney; guardian ad litem; counsel for the parents or the parents, if pro se; the CASA volunteer; SRS; and any other party or agency as reflected on the Order of Appointment. The Notice of Assignment shall comply in substance to the form provided by the Court.
- 103.4) Upon designating the assigned CASA Volunteer, the CASA Director shall prepare and cause to be executed before the Clerk of the Court or Deputy Clerk an oath subscribed by the volunteer, which shall be filed with the Clerk of the Court in said proceedings. The form of said oath shall comply in substance to the form provided by the Court.
- 103.5) In the event an alternate or substitute CASA Volunteer becomes necessary, the Director of CASA shall comply with the provisions of paragraphs 3 and 4 above, as it applies to the alternate or substitute volunteer.
- 103.6) The director of Spirit of the Plains CASA shall be entitled to complete access to all juvenile court files, including the social file, in which a CASA Volunteer has been

assigned. The volunteer assigned, upon filing of the oath, shall also have complete access to the file of the juvenile assigned. The authority granted under this provision shall permit the copying of said file in the office of the Clerk of the District Court by CASA, but does not permit the removal of the original Court file from the Clerk's office.

- 103.7) In the event a grievance or conflict should arise concerning the Spirit of the Plains CASA program, such grievance or conflict shall be stated in writing and presented to the Chief Judge for resolution. Any conflict or grievance concerning a volunteer shall be referred to the Director and the District Magistrate Judge assigned for resolution.
- 103.8) The District Magistrate Judge assigned may at any time during the pendency of the matter issue an order terminating the appointment of the CASA. The Court acting within its discretion may issue said order upon motion of any party or upon its own motion. The Court shall issue such order or ensure that such order is included within the journal entry when said proceedings have reached a judicial conclusion and no other Court intervention is foreseen or warranted. An order of termination shall substantially comply with the form provided by the Court.
- 103.9) A CASA volunteer, once appointed, shall be given notice of all court hearings involving the child(ren) and shall receive copies of all orders, journal entries, pleadings, reports, and evaluations from the party or agency causing same to be filed in the District Court.

Rule No. 104

CSO DISTRIBUTION AND RECEIPT OF CONFIDENTIAL INFORMATION

- 104.1) The Court Services Office of the Twenty-Fifth Judicial District may at the discretion of the Chief Court Services Officer distribute, upon request, such information pertaining to any person, whether juvenile or adult, either currently or previously on probationary status from this Court, to any agency of the U.S. Armed Services or any department or division of the U.S. Department of Labor/Job Corps Program.
- 104.2) The Court Services Office, through its Chief Court Services Officer, is further authorized and assigned as designee for the Chief Judge of this district to receive all confidential information as permitted by law, and as it pertains to any individual now or previously incarcerated within the jurisdiction of the Department of Corrections, or its equivalent, in any other state. The intent of this rule is to address those states which by statute or regulation authorize release of confidential information to the Chief Judge of the judicial district only. Its purpose is not to circumvent any state's legislative or agency prohibitions or mandates but to afford a more efficient and economical procedure for receiving pertinent information by the appropriate agency within this judicial district.

Rule No. 105
MEDIA COORDINATOR

Pursuant to Kansas Supreme Court Rule No. 1001, Court Administrator of the Twenty-Fifth Judicial District is hereby appointed media coordinator to work with the Chief Judge, the trial judge, and the media in implementing the privilege conferred by Supreme Court Rule and amendments thereto.

Any request by the news media or educational television to photograph and/or record public proceedings in the District Courts of this District shall be in writing, addressed to the attention of the Media Coordinator as herein designated. The Media Coordinator shall thereafter promptly confer with the trial judge in developing the conditions and procedures provided by the Supreme Court's Rule and as directed by the trial judge.