

IN THE DISTRICT COURT OF _____, KANSAS

_____,

and

Case No.

_____.

CASE MANAGEMENT ORDER

The court finds (1) that the parties are the parents of _____ minor child(ren), [INITIALS/AGE] _____ and _____, (2) that this case qualifies for case management under K.S.A. Supp. 23-3508, (3) that it is in the best interests of the minor child(ren) and the parties that the court appoint a case manager, and (4) that _____ is found to be qualified and consents to serve as case manager.

The court therefore orders:

1. **Appointment of Case Manager.** The court hereby appoints the following individual as case manager. The case manager’s contact information is:

Name: _____
Address: _____
Phone: _____
E-mail: _____

The case manager serves and functions under the direction and control of the Court, and in that capacity the case manager shall have qualified quasi-judicial immunity. If the case manager is also a licensed attorney, he or she is not representing either party or offering legal advice to the parties concerning their rights in this case.

A case manager helps the parties by providing a procedure, other than mediation, that facilitates negotiation of a plan for child custody, residency, parenting time, and any other matters permitted by K.S.A. 23-3508 et seq. If the parties are unable to reach an agreement, the case manager must make recommendations to the court.

Case management is not a confidential process, the parties waive confidentiality of the proceeding under K.S.A. 5-512, and the case manager has the responsibility to report to the court and to other authorities under K.S.A. 23-3509 and as the court order directs.

2. **Payment for Case Management Services.** The case manager's hourly rate of \$_____/hr is deemed appropriate for this family and is hereby approved by the court. The case manager's initial retainer deposit shall be \$_____, with Petitioner paying \$_____ and Respondent paying \$_____ of said initial retainer within fourteen (14) calendar days of the date of filing of this order. Unless later agreed by the parties or ordered by the court, future billings shall be apportioned between the parties as follows: Petitioner shall pay ___% and Respondent shall pay ___%. The case manager shall regularly submit his/her billings to the parties and their respective counsel of record. Unless ordered by the court, the case manager's billings shall not be filed nor entered into the court record. If any party objects to a billing of the case manager, that party shall, within fourteen (14) calendar days of submission of the case manager's billing at issue, file a Motion for Review of the case manager's billing, setting forth the basis of the objection. Failure to timely file a Motion for Review of the case manager's billing shall be deemed a waiver of any objection thereto, and no objection filed out of time shall be considered by the court except on a showing of good cause. In the absence of a timely-filed Motion for Review, each party shall pay his/her share of all case manager billings within fourteen (14) calendar days of the date of the billing submission. The case manager is authorized to require payment in advance for any and all services rendered and/or to request additional retainer deposits in the future, and, if the case manager does require such advance payments and/or retainer deposits, each party shall pay his/her respective share within fourteen (14) calendar days of the request to do so. Failure of either party to timely pay the case manager's fees may be grounds for sanctions against that party. Case management fees are considered court costs and,

therefore, can be collected by the court or the case manager, as such, including but not limited to, by garnishments, attachments, or liens.

3. **Noncompliance and Suspension of Services.** In the event of nonpayment of fees, lack of cooperation, or noncompliance in the case management process, the case manager may suspend case management services to any noncompliant party without a court order, but only after notifying the noncomplying party and his/her attorney, if any, in writing. The case manager shall advise the court of any suspension of case management services due to noncompliance by one or both of the parties. As a result, the court may assess additional fees, including attorney fees. If case management services have been suspended as to one party, the case manager may continue to communicate with the other party and may issue temporary or permanent recommendations.

4. **Cooperation with Case Manager.** The parties shall promptly contact the case manager to schedule initial conferences and shall fully cooperate with the case manager in the furtherance of his/her duties. Absent a bona fide emergency that affects the child(ren)'s immediate safety, the parties shall communicate with the case manager only in such manner and at such times and places as the case manager directs. The case manager may contact and communicate with the parties or either of them without contacting or notifying the parties' counsel of record or the other party. The parties shall cooperate fully with the case Manager, and they shall supply complete and accurate information and documents as may be requested by the case manager. Failure by either party to cooperate fully with the case manager, including failure to timely pay fees, expenses or retainer deposits, may result in sanctions against that party. Full cooperation includes, but not limited to, the following:

- a. Keep the case manager advised at all times of current mailing addresses; work, home, and cell telephone numbers; and email addresses;

- b. Cooperate with the requests and procedures of the case manager;
- c. Furnish, in a timely manner, complete and accurate information and records as may be requested by the case manager;
- d. Promptly execute all Releases or Waivers of Confidentiality requested by the case manager to allow full access to any and all psychological, medical, educational, juvenile, criminal, or any other records pertaining to either the child(ren) or parents in this action, and, if any entity or individual requires an additional Release or Waiver of Confidentiality as a prerequisite for the release of information, the parties shall, at the request of the case manager, immediately execute any and all such waivers or releases;
- e. Be present for all scheduled conferences with the case manager and furnish the child(ren) to the case manager as requested for conferences. Conferences may occur during regular business hours, and may occur on an ex parte basis, or in any combination of the parties, as directed by the case manager. The case manager shall determine whether conferences are to be by telephone, in-person, or electronically. If a party chooses not to attend a scheduled conference or respond to an inquiry from the case manager, recommendations may be made by the case manager without input from that party.
- f. Make good faith efforts to resolve disputed issues;
- g. Promptly pay all case management fees and costs;
- h. Notify the case manager of all proceedings and examinations involving the parties and the child(ren), and make available information to contact such professionals, including but not limited to, teachers, counselors, and doctors.

5. **Duties and Authority of Case Manager.** Subject to any specific limitations set forth herein, the case manager shall have all authority provided by K.S.A. Supp. 23-3507 *et. seq.* and Kansas Supreme Court Rule 910, including authority to resolve disputes regarding parenting and parenting time through conciliation, negotiation, recommendation, and/or interpretation, modification and enforcement of existing orders. The case manager shall have authority to make recommendations to the court as provided by K.S.A. Supp. 23-3507 and 3509, including, but not limited to, recommendations regarding:

- a. Custody,
- b. Parenting time and the terms thereof,
- c. Psychological evaluation, counseling and/or treatment of any child or of either or both parents,
- d. Personal conduct (or restraint from conduct) of either or both parents,
- e. To the extent agreed by the parties, financial issues regarding the child(ren).

In addition to other duties set out in this order, the case manager has the following obligations to the parties and the court:

- a. Contact the parties as needed.
- b. Meet with the parties and other individuals deemed appropriate.

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

The case manager may contact and communicate with the child(ren)'s educational professionals, medical and mental health care providers, counselors, relatives, stepparents, custody evaluators, attorneys, friends, caregivers, and any other persons and/or entities the case manager determines to have a significant role in contributing to or resolving the dispute, to collect information and/or documents, verify complaints of the parties, elicit additional recommendations for the court, and to gather and exchange information about the parties as may be appropriate to the issues, all without further order of the court or notice to the parties, their counsel of record, or the Guardian ad Litem (GAL), if there is one. At the request of the case manager, the parties and/or their counsel of record shall assist in facilitating the collection of said information including but not limited to executing a written release or consent authorizing the communication. Case management is not a confidential process. The case manager may disclose any relevant information to professionals approved by the court or the case manager for work with the parties or the child(ren).

6. **Periodic Reports.** The case manager shall make such periodic written reports to the court as the court may request or as the case manager may deem appropriate, and, if directed by the court or the Case Manager so elects, copies of such written reports shall be provided to the parties, their counsel of record, and the GAL. The case manager may also communicate with and report *ex parte* directly to the court at any time and for any purpose, including but not limited to, providing status reports and explaining and/or discussing case manager recommendations, without notice to the parties, their counsel of record, or the GAL, and without preparing written reports of the said communications.

7. **Informal Resolution of Disputes.** Any dispute may be resolved by negotiated agreement with the assistance of the case manager without the direct involvement of or notice to the court, the parties' counsel of record, or the GAL. Unless the court directs otherwise, no motion related to parenting matters shall be submitted to the court by either party in this action without also contemporaneously referring the matter to the case manager for attempted informal resolution. This provision does not preclude the parties from reporting to proper authorities child neglect or abuse or violations of criminal law, nor does it preclude either party from filing a bona fide emergency motion. If such reports are made or emergency motion filed, the reporting/moving party shall promptly notify the case manager.

8. **Written Summary of Agreements.** Except for minor disputes involving temporary issues, the case manager shall confirm the results of any material negotiated agreements by preparing written (or e-mail) summaries stating the terms of such agreements and providing copies to the parties, their counsel of record, the GAL, and to the court. At the direction of the court, on the written request of either party or his/her counsel of record, or otherwise in the case manager's discretion, the case manager's written summaries shall be filed with the Clerk of the District Court.

9. **Case Manager's Formal Written Recommendations.** If the parties are unable to resolve a material dispute through negotiations or otherwise informally with the assistance of the case manager, the case manager shall make formal written (or email) recommendations, submitting the same to the court, the parties, counsel of record, and the GAL. The case manager, in his/her discretion, may also submit a proposed Order for use by the court for approval of same. Written recommendations regarding permanent issues, such as designation of custody, primary residence, or child support, that are recommended by the case manager, shall be entered into the court record by the court, the parties, or the parties' counsel of record within ten (10) working days of submission of the recommendation(s) by the case manager.

10. **Motions for Review of Recommendations.** Either party may, within fourteen (14) calendar days of the date of *submission* of any written recommendation of the case manager, file a written motion (objection) pursuant to K.S.A. Supp. 23-3509(d)(6) requesting review thereof and indicating whether a hearing on the Motion is requested or waived. Such motions and supporting documents must also be provided to the case manager, counsel of record (or unrepresented parties if applicable) and the GAL. The court may direct that additional arguments and authorities be submitted in such form and manner as the court deems appropriate. On receipt of a timely-filed Motion for Review, the court shall first determine whether the case manager's recommendation at issue "materially affects a parent's right to care, custody and control of a child," after which the court shall proceed in accordance with applicable Kansas law. Costs of the procedure and professional time may be assessed against a party who objects to a recommendation. **In the absence of a timely filed written Motion for Review (objection), any objection to the case manager's recommendations shall be deemed waived, and the court may thereupon enter its Orders without further review, hearing or notice.**

11. **Discovery, Subpoena, Process.** Discovery, subpoena, and/or process shall not be directed to the Case Manager without advance leave of court for good cause shown. In the event that any discovery, subpoena or process is commenced and/or permitted, the court may impose conditions and limitations thereon, including assessment against either or both parties the costs associated therewith, as well as fees and expenses of and legal counsel for the case manager.

12. **Pending and/or Further Proceedings.** Proceedings on any pending parenting matters are stayed pending efforts by the parties to resolve the matter through the case management process, or further order of the court. Upon commencing further proceedings in the case regarding the parties' minor child(ren), the parties shall contemporaneously submit the disputed issue(s) to the case manager for resolution. The parties shall copy the case manager on all filings in this action.

13. **Child in Need of Care Records.** Pursuant to K.S.A. 38-1507(a)(2), the court orders disclosure by the Kansas Department of Children and Families to the case manager of any child in need of care reports and records relating to the child(ren) in this case. The court finds that such disclosure is in the best interests of the child(ren), is necessary for the proceedings before the court, and that such records are otherwise admissible in evidence. The case manager's access shall be by oral communication sharing or by in camera inspection as requested by the case manager.

13. **Term.** The case manager's appointment ends after _____ months (no more than 36) but may also be terminated at any time by Order of the court as provided in K.S.A. Supp. 23-3509(b) and (c). The said term may be extended by the court on the court's own motion, or on the motion of the case manager or either party filed and approved by the court prior to the said expiration date, and with the consent of the case manager. The expiration or termination of the

case manager's term shall not relieve the parties of their respective responsibilities to timely pay the case manager's fees and expenses.

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

- a. Loss of neutrality which prevents objectivity;
- b. Nonpayment by a party;
- c. Lack of cooperation by a party;
- d. Threat to a party;
- e. Retirement or caseload reduction by a case manager; or
- f. Any other reason which shall be stated to the court in writing and considered adequate and sufficient reason by the court.

15. **Notices and Submissions.** Any Notice or Submission by the case manager to the parties, their counsel of record, or to the court, shall be deemed sufficiently served as follows:

- a. To a party, by email transmittal to that party's designated email address, or, in the case manager's discretion, to that party's last known mailing address.
- b. To a counsel of record, or to the GAL, by email to the attorney's or GAL's email address as shown in the court records, to the GAL's or attorney's mailing address, or as otherwise designated by the attorney or GAL for that purpose.
- c. If to the court, by email or mail to the court's Administrative Assistant or, in the case manager's discretion, directly to the court.
- d. The case manager may in any case elect to serve a Notice or Submission by regular mail, in lieu of or in addition to email, but, in any instance where regular mail is the only mode of service, any applicable deadline shall be extended by three (3) calendar days.

16. **Mandatory Reporter.** The case manager is a mandated reporter for child abuse pursuant to KSA 38-2223(a)(1)(D).

17. **Domestic Violence.** The case manager must screen and continually monitor each dispute for domestic violence.

IT IS SO ORDERED.

DISTRICT COURT JUDGE

Submitted by:
