

IN THE 29TH JUDICIAL DISTRICT
DISTRICT COURT WYANDOTTE COUNTY, KANSAS
CIVIL DEPARTMENT

In the Matter of the Marriage of

Petitioner

and

Respondent

Case No. _____
Division _____

Is Title to Real Estate Involved? Yes No

**DECREE OF DIVORCE
(WITH CHILDREN)**

*“Petitioner” means the person who filed the Petition.
“Respondent” means the person who did not file the Petition.
“Parties” means the Petitioner and Respondent*

Please review #9 of the Instructions for Divorce-With Children prior to completing this Decree

NOW THIS _____ day of _____, 20____, the above matter comes before the Court for final hearing.

Petitioner appears in person by counsel, _____ does not appear.

Respondent appears in person by counsel, _____ does not appear.

After considering the presentation of testimony and evidence, the court finds:

1. Petitioner was a resident in the State of Kansas for more than sixty days before the petition filing date.
2. This court has personal jurisdiction over Respondent because:

3. Petitioner and Respondent are now married.
4. This Court has the power to grant a divorce to Petitioner and Respondent.

5. More than sixty days have passed since the petition filing date.
6. Respondent is is not now on active duty with the United States Military.
 Unknown. If Respondent is on active duty, the requirements of the Servicemembers Civil Relief Act (SCRA) have have not been met.
7. Petitioner and Respondent are incompatible and are divorced on that ground.
8. Petitioner Respondent is restored to the former name of _____.
9. Petitioner and Respondent cannot marry another person until thirty (30) days after entry of this Divorce Decree, or until a mandate is issued by the Kansas Appellate Courts if an appeal is taken as set out in K.S.A. 60-2106(c). Any marriage entered before that time is voidable unless Petitioner and Respondent both waive appeal.
10. Court costs are assessed to: Petitioner Respondent Other: _____.
11. Neither party is pregnant.
Or
 _____ is pregnant at the time this Decree is filed.
(Name of Petitioner or Respondent)
Or
 Unknown.
12. Petitioner and Respondent have the following children from their relationship together who are 19 years of age or under and they are:
- a. _____ (child's name), was born in _____ (month) _____ (year).
b. _____ (child's name), was born in _____ (month) _____ (year).
c. _____ (child's name), was born in _____ (month) _____ (year).
d. _____ (child's name), was born in _____ (month) _____ (year).
e. _____ (child's name), was born in _____ (month) _____ (year).
f. _____ (child's name), was born in _____ (month) _____ (year).
13. Kansas has child custody jurisdiction because it is the home state there is no home state and Kansas has significant connections with the child(ren)
Other: _____

14. Petitioner and Respondent have have not entered into an agreed parenting plan. The Court enters the following the attached parenting plan as in the child(ren)'s best interests providing for legal custody, parenting time and alternative dispute resolution:

Legal Custody (Decision-Making)

A. *Joint Legal Custody.* Both parents are fit and proper persons to have joint responsibility for the care of the minor child(ren). It is in the best interest of the child(ren) that the parties jointly share in the care of the child(ren). The term "joint legal custody" means that both parents have equal rights and responsibilities regarding their child(ren) and that neither parent's rights are superior to the other parent's.

B. *Sole Legal Custody.* Joint legal custody is not in the best interests of the child(ren). The parent granted sole legal custody has the primary right to decide matters regarding matters of health, education and welfare in the child(ren)'s best interests. The parent not Granted sole legal custody may make emergency decisions affecting the health or safety of the child(ren) when the child(ren) is/are not in that parent's physical care and control. The grant of sole custody to one parent does not deprive the other parent of access to information regarding the child(ren) unless the court shall so order, stating the reasons for that determination.

1. Sole legal custody is granted to _____ (insert name of parent) for the following reasons:

- a. Agreement of the parents.
b. The other parent is unable or should not be allowed to exercise any decision-making because: _____

c. There is a danger to the child(ren) because _____
_____.

2. Restriction of Information Regarding the Child(ren) to Non Legal Custodian. _____ (insert name of parent) is restrained from accessing the child(ren)'s health, educational and other personal information because of the following specific reasons:

_____.

Petitioner shall have parenting time as follows:

_____.

Respondent shall have parenting time as follows:

Alternative Dispute Procedures. Disputes between the parents other than about child support shall first be submitted to mediation or another appropriate form of alternative dispute resolution namely: _____.

Military Servicemember. If either parent is a servicemember, upon deployment, mobilization, or unaccompanied tour: the “deployment provisions” in the attached parenting plan shall apply; OR (a) the non-deploying parent shall reasonably accommodate the deployed parent’s leave schedule; (b) the non-deploying parent shall facilitate telephone and electronic contact between the deployed parent and children; (c) a parent subject to deployment shall give the other parent timely information about deployment and expected leave; and (d) the following “deployment parenting time provisions” apply:

15. Neither spouse Petitioner Respondent is granted spousal maintenance as follows:

* The Court Trustee’s enforcement fee shall be assessed on all spousal maintenance and child support amounts that are enforced by the **WYANDOTTE COUNTY COURT TRUSTEE’S OFFICE**. The fee is **5%** of the base spousal maintenance or child support amount and is calculated and included in the amounts ordered herein.

16. Petitioner Respondent shall pay child support to the other in the amount of \$_____ each month, beginning on _____, 20____, as shown on the attached child support worksheet, until modified or terminated as set forth in K.S.A. 23-3005.

17. All child support and spousal maintenance payments shall be made to the Kansas Payment Center at PO Box 758599, Topeka, Kansas 66675-8599 and shall include the two letter County designation and case number in the memo portion of each support payment. Petitioner and Respondent shall provide the payment center and court trustee any information requested.

18. ***Income Withholding Provisions.*** (choose one)

A. *Withholding Ordered for Child Support (with or without spousal maintenance).*
The appropriate child support enforcement entity shall issue an immediate Income Withholding Order to Obligor’s employer under K.S.A. 23-3103(b) to enforce this order for support.

B. *Withholding Ordered for Spousal Maintenance Only (no child support ordered)*. All spousal maintenance payments shall be subject to income withholding but only if (a) there is an arrearage in the payment of spousal maintenance in an amount equal to or greater than the amount of spousal maintenance payable for two months, (b) the obligee spouse or ex-spouse is not living with a child of the obligor for whom an order of support is also being enforced, and (c) there has been compliance with K.S.A. 23-3103(h).

C. *No Withholding Ordered*. Pursuant to K.S.A. 23-3103(j)(1), the Court finds (i) notice of the request that no income withholding order be issued has been served on all interested parties; and (ii) the parties have entered into the written alternative payment agreement set out below, or good cause is shown that immediate income withholding is not required. In a case administered under Title IV-D, the Court additionally finds it is in the child(ren)'s best interests that no immediate wage withholding order be issued at this time. However, income withholding will take place if there is an arrearage in support payments equal to or greater than the amount of support payable for one month and the provisions of K.S.A. 23-3103(j)(2) have been satisfied. The alternative payment arrangement is as follows: _____

_____.

19. Petitioner shall pay _____% of the child(ren)'s uninsured health care costs and Respondent shall pay _____% of the child(ren)'s uninsured health care costs. Each parent shall execute any documents required by the health insurance provider for the minor child(ren) that are necessary to allow both parents to obtain information from, and to communicate with, that provider about the coverage provided and the payment and reimbursement of health insurance benefits regardless which parent owns, subscribes to, or pays for the child(ren)'s health insurance coverage.

20. *Duty to Notify*. Each parent must notify the other of any change of financial circumstances including changes to income, work related child care costs, and health insurance premiums and any other change that could be a material change of circumstances. If a parent receives a written request for financial information, that parent has thirty days to provide the requested information in writing to the other parent. If a parent refuses to provide the requested information, that parent may be held responsible for the costs and expenses, including attorney fees, the requesting party incurs in obtaining the requested information.

21. Petitioner and Respondent entered into an agreement contained in or attached to this Decree, which the court approves as voluntary, fair and equitable and which is incorporated into this Decree shall divide their property and debts as stated on the record and contained in this Decree.

22. Petitioner shall have as Petitioner's own separate property: all Petitioner's personal papers and clothing, any personal property in Petitioner's possession not set aside to Respondent, those items set aside to Petitioner in the attached agreement, and the following items in Respondent's possession:

23. Respondent shall have as Respondent's own separate property all Respondent's personal papers and clothing, any personal property in Respondent's possession not set aside to Petitioner, those items set aside to Respondent in the attached agreement, and the following items in Petitioner's possession:

24. Each party is responsible for the debts in that party's name since the date of separation, _____, 20____.

A. Petitioner is solely responsible for payment of the following debts and obligations, will defend Respondent from these claims and liabilities, and will reimburse Respondent for any and all expenses incurred either directly or indirectly, including a reasonable attorney's fee, if Petitioner fails to pay these debts:

B. Respondent is solely responsible for payment of the following debts and obligations, will defend Petitioner from these claims and liabilities, and will reimburse Petitioner for any and all expenses incurred either directly or indirectly, including a reasonable attorney's fee, if Respondent fails to pay these debts:

25. Petitioner and Respondent are each responsible for and will each hold the other harmless on any debts associated with any personal property assigned to that person.

26. Petitioner Respondent is granted all right title and interest to the real estate at:

Street Address _____
City _____ County _____ State _____ Zip _____
with a legal description of _____

Petitioner Respondent shall be responsible for payment of any mortgage loan, lien, or obligation for the above named real estate and shall hold the other harmless on that debt. This transfer does not change the rights of any creditor to collect the debt from either party.

27. Petitioner and Respondent shall execute any documents necessary to convey property. This decree transfers title to all property addressed in this decree when filed. (NOTE: Other steps may be necessary to complete the transfer of title of real estate, especially if the real estate is located outside this county.)

28. Any designation previously made by Petitioner or Respondent that names the other as a beneficiary of any individual or group life insurance or annuity policy, trust instrument, transfer-on-death account, or payable-on-death account, is terminated and may be renewed only by designation made after entry of this decree. Petitioner and Respondent shall make any necessary changes to beneficiary designations by filing the changes according to the terms of the policy, trust or account.

29. Other Provisions:

IT IS SO ORDERED.

District Court Judge

Submitted by:

X _____
Signature of Petitioner
Name(Print): _____
Address 1: _____
Address 2: _____
City, State, Zip: _____
Telephone: _____
Email: _____

X _____
Signature of Respondent
Name (Print): _____
Address 1: _____
Address 2: _____
City, State, Zip: _____
Telephone: _____
Email: _____