

AGREEMENT FOR CONCILIATION

THE PARTICIPANTS AGREE to work with the conciliator in an attempt to resolve the following issues:

1. _____
2. _____
3. _____
4. _____

PARTICIPANTS AGREE:

1. To take part in the conciliation process and to respect and follow the Rules of Conciliation which are a part of this agreement. The Rules of Conciliation have been provided to each party.
2. To fully disclose all relevant and pertinent information and documents requested by the conciliator in a prompt and accurate manner.
3. To follow and be bound by any agreement reached as part of the conciliation process.
4. Neither party is currently represented by an attorney. Each is representing themselves in this process.
5. The participants understand that Steven A. Jensen is an attorney licensed by the State of Kansas and that he is acting in the capacity of conciliator in carrying out this agreement. The participants understand that Steven A. Jensen is not rendering legal opinions and is forbidden by the ethical rules of the legal profession from giving legal advice to either participant in the conciliation process. Each participant should consult with an attorney of their choosing to obtain advice concerning his or her legal rights and responsibilities.
6. To keep all communications between each participant and the conciliator or their staff confidential, except communications with the Court and/or attorneys. Both parties expressly understand and agree that they will not attempt to use the conciliator, by way of deposition, as a Witness at hearing or under subpoena power or otherwise, to provide testimony in this manner. The parties also agree that evidence of anything said or of any admission made in the course of conciliation is not admissible in evidence, and disclosure of such evidence shall not be compelled, in any civil action in which pursuant to law, testimony can be compelled to be given; except, however, that in the case of conciliation, the conciliator may share

information and discuss the case with the Court, and make recommendations to the Court if the parties are unable to reach a final agreement.

7. To follow the terms of the conciliation agreement should such an agreement be reached; agreeing that any agreement reached shall be legally binding.
8. The costs of this conciliation shall be paid equally by each party. You agree to pay a commitment fee of \$500.00 each prior to our first session. This is a non-refundable flat -fee payment.

CONCILIATOR AGREES:

1. To maintain the Rules of Conciliation which have been provided to each participant.
2. To allow each participant to have access to separate legal counsel if they desire.
3. To protect the confidentiality of the conciliation except as set out above.
4. To fully disclose to the participants the nature and extent of any relationships with the participants and any personal, financial or other interests which could result in bias or conflict of interest.
5. Prepare a written recommendation report to the Court if the parties cannot reach a final resolution through conciliation.

CONCILIATION REPORT: The parties understand and agree that if they are unable to arrive at an agreement on custody and parenting time as part of the our joint meeting(s), then the Conciliator will conduct an independent inquiry and submit a recommendation report to the Court and copy the attorneys.

COURT DOCUMENTS: If not represented by counsel, the parties may request Steven A. Jensen to prepare court documents for submission to the Court, including but not limited to the Petition, Agreement, and Decree/Final Order, for an additional fee. If so, Mr. Jensen shall be acting only as a scrivener and not as an attorney representing either party. Each party shall sign the documents as representing themselves. If they are not comfortable doing so, then they shall seek an attorney to prepare and file the documents.

PARTICIPANTS: _____

Date: _____

Date: _____

CONCILIATOR: _____

Date: _____