

AGREEMENT TO CONCILIATE (EXPEDITED)

The Conciliation Process

Even though I am appointed by the court, I work for you and my ethical responsibilities are to you. My role as your conciliator will be to assist you in identifying the issues, reducing misunderstanding, clarifying priorities, exploring areas of compromise and finding points of agreement. I may also make suggestions for how you might resolve those issues. Any agreement reached by you can resolve all or only some of the disputed issues. With respect to the issues where you do agree, I can help you prepare the necessary forms that the court will require to complete you're your domestic matter. If disputed issues remain, I will inform the court of the nature of the unresolved issues and my understanding of both parties' position on the disputed issues.

Legal Counsel and Legal Advice

I am not acting as your attorney and will not under any circumstances give legal advice to either party. Both may seek their own legal counsel at any time during the conciliation proceeding.

I may give legal information to both parties as may be necessary for the parties to make informed decisions. However, the conciliator cannot give either party legal advice.

Communications with the Conciliator

The parties will not communicate or meet with the conciliator concerning matters in conciliation except in the presence of each other during a conciliation session unless the parties expressly agree beforehand that communication between the conciliator and an individual party may be helpful and appropriate in reaching settlement.

Third Party Involvement

No third parties (friends, relatives or significant others) may attend conciliation without both parties' consent and the conciliator's approval. You are encouraged to consult with legal counsel at any time and to consult with mental health professionals or clergy as you may find helpful.

Full Disclosure

The conciliator shall provide to both parties a Domestic Relations Affidavit or DRA. Each party shall fully and completely disclose in good faith on the DRA and to the other party and the conciliator all financial assets and liabilities, including but not limited to, all account statements and information, such as financial statements,

income tax returns, pension and/or profit-sharing plans, or any other documentation. Such disclosure shall include all employee related benefits and shall also include assets that may not have any current value, but may have value in the future, e.g. a stock option. Conciliation cannot proceed to completion without these disclosures being made by both parties.

The preparation of budgets and financial statements by each party is an essential part of the conciliation process. If either party shall fail or refuse to prepare the documents, the conciliator may suspend or terminate the conciliation process.

The conciliator is not an accountant and any spreadsheet prepared by the conciliator is for discussion or illustrative purposes only and may not be relied upon as a substitute for the parties doing the appropriate accounting work themselves or retaining an accountant or attorney to do it for them. The conciliator does not do any independent financial review, valuation, or analysis of the information supplied by the parties. If either party believes assets have not been fully or fairly disclosed, it is their responsibility to terminate conciliation and seek independent counsel. The parties are encouraged to obtain their own independent appraisals and valuations if they are uncertain as to the value of any asset they own.

Both parties have had an opportunity to disclose to the conciliator any conditions which may make conciliation difficult, including but not limited to abuse, addictions, language barriers, or physical or mental disabilities. Both parties acknowledge that they had an opportunity to complete a conciliation screening and if they have not completed the form, it is because there are no issues which in their opinion might make conciliation difficult or ill-advised. Both parties acknowledge that they were not required to meet in the same room and if they did so it was with their consent.

Termination

The conciliator may terminate the conciliation if the conciliator believes that: (a) continuation of the process would harm or prejudice one or more of the parties or the children of the participants; (b) the ability or willingness of any participant to participate meaningfully in conciliation is so lacking that a reasonable agreement is unlikely; (c) the participants' interests are so complex and difficult that the participants cannot prudently reach an agreement without legal or other expert assistance; (d) there is a known or potential conflict of interest on the part of the conciliator which would affect the conciliator's impartiality; (e) there has not been a fair and full disclosure of all relevant information; (f) the conciliator must terminate the conciliation to report suspected child abuse; (g) in the conciliator's professional judgment the agreement does or will involve overreaching, duress, or unfairness; or, (h) the continuation of the process would harm a participant or the proposed agreement does not protect the best interests of the children. If the conciliator terminates the conciliation, the participant will receive a refund of any unearned portion of any retainer paid.

Confidentiality

Evidence of anything said or of any admission made in the course of the conciliation is not admissible in evidence, except as is set forth in the report of the conciliator or the agreement of the parties. By signing this agreement, the parties are waiving the right to subpoena or otherwise compel the conciliator or the conciliator's agent to disclose any matter disclosed in the process of setting up or conducting the conciliation.

Except for the report, unless the document specifically states to the contrary and is signed by all parties to the conciliation, no document prepared for the purpose of, or in the course of, or pursuant to conciliation, or a copy of any such document shall be admitted into evidence, and disclosure of any such document shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given.

Evidence may be admitted if all persons involved in the conciliation consent to its disclosure.

If the conciliator or the court deems it to be in the best interest of the parties for the conciliator and the court to communicate, they may do so.

Any communications between each participant and the conciliator shall be confidential, but only if requested, and, in the event of litigation regarding custody or visitation with the children of the participants or any other matters discussed with the conciliator, neither participant shall call or cause anyone else to call the conciliator as a witness or subpoena his/her records.

If subpoenaed or otherwise notified to testify, the conciliator will inform the participants immediately so as to afford them an opportunity to quash the process.

The participants understand that conciliators have imposed upon them by Kansas Statutes Annotated 38-1522, and amendments thereto, certain obligations concerning the disclosure and reporting of child abuse and neglect. If during the conciliation process a matter comes to the conciliator's attention which he/she believes he/she is obligated by law to report to any agency or authority, nothing contained herein shall prohibit him/her from making such a report or disclosure. Pursuant to Kansas and Missouri law, the conciliator is further obligated to report the commission of a crime during the conciliation process or an expressed intent to commit a crime in the future, and nothing herein shall prevent the reporting of such crimes or expressed intents. The participants hereby agree to release and hold the conciliator harmless from any damage they may suffer as a result of such disclosures.

Conciliation Fees

The parties understand that, unless a different fee is agreed upon in writing or ordered by the court, the conciliator charges \$350 per hour (not per party). Payment of a retainer, in an amount to be agreed upon, must be paid and returned with a signed copy of this Agreement at or before your first scheduled conciliation session. The retainer is only an estimate of the fees. Your account must be paid in full before the divorce or other applicable conciliation process is completed. The fees for divorce do not include any cost you might incur or be charged to transfer assets after the divorce is approved by the court, which would include the cost of Qualified Domestic Relations Orders or QDRO's. We do not charge you for cancelled appointments as long as the cancellation is with at least 24 hours of notice. Travel time is charged at $\frac{1}{2}$ of normal hourly rates. If we don't receive such notice, you will be charged for one hour of time (\$350 dollars). Please note, however, even with notice, we do charge a small amount (approximately .15 of an hour) for the time involved in rescheduling your appointment for you. If the appointment is rescheduled at our request, there is, of course, no charge.

Unless another agreement is reached in conciliation or ordered by the court, the parties agree to evenly divide the costs of conciliation. The conciliator cannot and does not attempt to allocate the cost of conciliation on any other basis, e.g. "my spouse called you, I didn't, therefore let him (or her) pay for that cost."

Failure to pay conciliation fees as directed above will result in a termination of the conciliation process. The parties agree that they will pay for conciliation (beyond the retainer amount) at the time it is scheduled. If conciliator is forced to file any action to collect fees, the cost of collection shall also be borne by the parties.

Conciliator Communication with Attorneys

The parties give the conciliator permission to communicate with their attorneys, if any, to discuss the status of conciliation.

File

The parties grant permission to the conciliator to destroy their file upon the first to occur of 60 days after the conciliation has been completed or (b) once an entry of a Decree of Divorce has been made. The parties understand that it is their responsibility to seek the return of any copies they may want before the case is terminated. For this reason, no originals should be given to the conciliator and each party should maintain their own files and records and not rely on the conciliator to do so.

Declined by Client: _____ Date:_____

Declined by Client: _____ Date:_____

PARTICIPANTS _____ Date _____

_____ Date _____

CONCILIATOR _____ Date

GREGORY D. KINCAID