

Reference Number

Kenneth E. Norman Mediation
(316) 992-2125

AGREEMENT TO MEDIATE & CONFIDENTIALITY NOTICE

Agreement to Mediate

THE PARTICIPANTS AGREE to work with the mediator to make a good faith attempt to settle the issues surrounding their respective claims.

When conducting mediation, the mediator adheres to principal of neutrality. The mediator does not have ties to any participant in a personal manner which should impact the outcome of an eventual settlement. The mediator enters into the mediation with no preconceived ideas about what the outcome should be.

Mediation is a process in which:

1. The mediator is neutral and does not make any decision. The mediator may provide input and evaluation as to different options and ways in which to consider the risk and value of the case. The mediator will use his experience and background to assist the parties in thoroughly evaluating their case and considering the options for settlement.
2. The mediator uses mediation techniques in order to encourage the parties to find as many agreements as they can concerning their current situation. The parties are assisted in brainstorming ideas for developing their own results for settlement of their issues, and given input, but not legal advice from the mediator.
3. The mediator will give each participant equal opportunity to provide information.
4. Whether or not the parties are able to come to agreement on any issue, all mediation communications are kept confidential as described in K.S.A. 60 452.
5. **Kenneth E. Norman is an attorney; however, he will not provide legal counsel of any kind, under any circumstances to any/either party.** Parties are encouraged to consult an attorney at any time during the process and before signing any documents
6. The mediator is a mandated reporter of child or elder abuse, or indication of a future criminal act.

PARTIES AGREE:

1. To take part in the mediation and respect the rules set forth by the mediator.
2. To disclose all material information necessary for good faith bargaining and settlement effort.
3. To follow the terms of any agreement reached and signed. Any agreement **signed at the close of the mediation is intended to be binding on all participants**, and can be subpoenaed, called for, or produced in any court proceeding to have it legally enforced, unless the agreement specifically provides to the contrary.
4. No electronic recording of any portion of the mediation session or sessions or telephone calls among the participants and/or mediator concerning the sessions shall be made.

MEDIATOR AGREES:

1. To act in an impartial manner.
2. 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 a conflict of interest.
3. To encourage the participants to seek independent legal advice before signing any documents if not represented by counsel.
4. To protect the confidentiality of the mediation.

ATTORNEY NOTIFICATION

If represented by an attorney the party(ies) grant permission for the mediator to discuss the mediation with their attorney.

FINANCIAL OBLIGATIONS

1. The parties are billed according to rates established by Kenneth E. Norman Mediation. The rates disclosed on the www.mediation.com/fees
2. Indigent parties, however, can discuss a sliding.
3. Parties agree to pay the assigned hourly fee in advance of each session.
4. Parties agree to pay for work done by the mediator on their behalf that occurs outside of the mediation session. Example: time spent communicating with others (attorneys, counselors, etc.) on your behalf; time spent reviewing documents, or time spent in phone calls, etc. These administrative fees are listed on the fee schedule.
5. Parties agree to attend scheduled meetings. You will be billed for scheduled sessions that you do not attend **unless you called 48 hours in advance to reschedule.**
6. You will be billed for one hour should a party refuse to pay at the beginning of a meeting which causes the meeting to be cancelled.

Confidentiality Notice

We understand that discussions held in mediation are to be kept confidential. Nothing that is said may be used as evidence in any later due process hearing or other legal action. In addition:

- The parties are not allowed to tell anyone about discussions which occur during the mediation process. This includes statements made, settlement proposals made or rejected, and the reasons an agreement was not reached, if that happens. Parties may not discuss information regarding mediation discussions with a judge, administrative hearing officer, complaint investigator or arbitrator.
- The parties may not at any time, before, during, or after mediation, call the mediator or anyone associated with the mediator as a witness. This includes any judicial, administrative, or arbitration proceeding concerning this dispute.
- The parties may not subpoena or demand the production of any recordings, records, notes, work product, or other written information of the mediator in any judicial, administrative, or arbitration proceeding concerning this dispute.
- The parties may disclose confidential information with the mediator when a caucus takes place. When the mediator is meeting with one party at a time that party can tell the mediator what to disclose and what not to disclose. The mediator will keep all information obtain confidential, except what the party specifically instructs them to.
- A party may disclose mediation discussions to his/her spouse or business partner.
- The exception to the above is that the agreement to mediate and any written agreement made and signed by the parties as a result of mediation may be used in any relevant proceeding, unless the parties agree in writing not to do so.

With my signature, I acknowledge that I have received this notice:

Participant Signature

Date

Participant Signature

Date

Participant Signature

Date

Participant Signature

Date

Kenneth E. Norman, Mediator

Date