



Handbook for Christian Conciliation

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eBook

Handbook for Christian Conciliation

Christian Conciliation Service™
A Division of Relational Wisdom 360 (RW360)

Important Notice

This *Handbook* is designed to provide an introduction and procedural framework for biblical mediation and arbitration, otherwise known as Christian conciliation.

Origin of Documents

The documents in this *Handbook* were written by Ken Sande and adopted by the Association of Christian Conciliation Services in 1990, with the understanding (as stated in Rule of Procedure #2) that they would be available to serve as the standard procedural framework for any Christian conciliation ministry, church or other organization or person who wishes to help parties resolve conflicts pursuant to these *Rules*. These documents are published through the Christian Conciliation Service™ (CCS), a division of Relational Wisdom 360, pursuant to a special license.

Selection of Conciliators

Although many conflicts can be resolved with the assistance of lay conciliators, some disputes are so complex that they require the involvement of well-trained professionals. The Christian Conciliation Service has no control over persons or organizations that use these conciliation procedures outside of its direct administration and cannot be responsible for the services they provide. For these reasons, when parties select their own conciliators, they should carefully consider the training and experience of the individuals who may serve them. This is especially important in cases involving complex legal issues, emotional trauma, power imbalances or abuse (physical, emotional, sexual, child, elder, spiritual, etc.), which require the involvement of conciliators or other professionals who are qualified to deal with these types of issues. The term “Christian conciliator” is a generic term that can be used by anyone and does not necessarily indicate that a person is affiliated with the Christian Conciliation Service.

Relational Wisdom 360

Relational Wisdom 360 (RW360) is a non-profit organization founded in 2012. Our mission is to equip Christians to develop strong, enduring and appealing relationships that display the love of Jesus Christ and the transforming power of his gospel. Working in partnership with other conciliation ministries, we provide conflict coaching, mediation, and arbitration services to help resolve lawsuits, family conflicts, business disputes and church divisions. We also provide training in relational wisdom, peacemaking and Christian conciliation for churches, denominations, businesses, seminaries and parachurch ministries (see rw360.org/peacemaking).

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Not Provided as Legal Advice

This publication is designed to provide general information on biblical conflict resolution. It is not intended to provide legal or other professional advice. If legal counsel or other expert assistance is required, the services of a competent professional person should be sought.

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Part I - Three Levels of Peacemaking

The vast majority of conflicts between Christians can and should be resolved personally and privately. There are times, however, when we may need the assistance of other people to help us address complicated, prolonged or emotionally charged differences. Thus, there are three different levels at which conflict may be addressed.

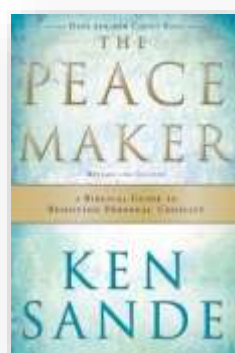
1. Personal Peacemaking

Most of the peacemaking passages in the Bible are directed at individual Christians, which shows that God expects each of us to take personal responsibility for doing everything in our power to resolve conflicts we may have with other people (see, e.g., Matt. 5:9; 5:23-24; 18:15; Rom. 12:18; Gal. 6:1; Col. 3:12-15).

A summary of key peacemaking principles is available at rw360.org/peacemaking, including how to identify the underlying causes of conflict, when and how to confess, confront and forgive wrongs, and how to negotiate reasonable agreements.

For real-life examples of personal peacemaking see rw360.org/personal-peacemaking-cases.

For more detailed guidance on personal peacemaking, see *The Peacemaker: A Biblical Guide to Resolving Personal Conflict* (available at rw360.org/bookstore).



2. Informal, Church-Based Conciliation

As desirable as it is to resolve conflict personally, the Bible is filled with examples where individual Christians could not make peace on their own. Paul needed Barnabas' help to be reconciled to the apostles (Acts 9:26-28); Onesimus needed Paul's intervention to reconcile to Philemon (Philemon). Sometimes each of us needs similar help, which is why the Bible also contains guidance on how the church can provide this assistance (see, e.g., Matt. 18:16-20; 1 Cor. 6:1-8).

Guiding People Through Conflict (see rw360.org/gptc) illustrates how church leaders can assist their members to resolve family, congregational, business and even legal conflicts through:

- **Conflict coaching** (helping one person see how to pursue personal peacemaking more effectively),
- **Mediation** (facilitating a conversation between the parties that enables them to reconcile and resolve their differences) and
- **Arbitration** (hearing both sides in a conflict and providing a binding solution to the matter).

Although church leaders can usually provide coaching and mediation in an informal manner, they are welcome to adopt and



PART I – THREE LEVELS OF PEACEMAKING

apply the procedures, rules and forms in this booklet to provide a clear and objective process for leading members through conflict.

For real-life examples of informal conciliation, see rw360.org/conciliation-cases-informal.

Preparing for Conflict

Church leaders can prepare for conflict in three ways. First, equip your entire congregation with skills for preventing and resolving conflict by hosting a live seminar or using study materials provided by Relational Wisdom 360 (rw360.org) or Crossroads Resolution Group, LLC (crossroadsresolution.com).

Second, encourage all of your leaders to read the *Guiding Christians Through Conflict* ebooklet so they are prepared to carry out their role as peacemaking shepherds of the flock when conflicts arise.

Third, identify especially gifted leaders and members in your church and encourage them to go through more advanced training in peacemaking and Christian conciliation (provided by the ministries listed above) so they can serve as an in-house resource for teaching, coaching and mediation.

3. Professional Conciliation

Although most conflicts in a church or ministry can and should be resolved personally or with the help of trained leaders, there are some conflicts that call for the assistance of professionally trained conciliators who subscribe to the procedures and standards set forth in this *Handbook*.

This could include *Certified RW Conciliators*[™] (trained by RW360) or *Certified Christian Conciliators*[™] (trained by the Institute for Christian Conciliation).

This kind of professional assistance is especially helpful in these types of cases:

- Serious conflicts within a church or ministry leadership team, including cases of moral failure, governance deadlock or long-term discord. Outside help is especially helpful when there is no designated outside body (e.g., denominational agency) that can provide objective and trusted guidance.
- Serious congregational conflict, especially when the leadership team has little training or experience in conflict resolution or has lost its credibility with a significant portion of the congregation.
- Disputes that involve complex legal issues or significant financial or property rights.
- Marital, divorce or childcare conflicts that the leadership team is not trained to address.
- Cases involving emotional trauma, power imbalances or abuse (physical, emotional, sexual, child, elder, spiritual, etc.).

When a church or ministry encounters these types of conflict, they can seek assistance from one of the ministries listed above, or from one of the other organizations or individuals listed at rw360.org/providers.

For real-life examples of formal conciliation, see rw360.org/_conciliation-cases.

See additional peacemaking resources at rw360.org/downloads

Part II - Introduction to Christian Conciliation (Frequently Asked Questions)

This Introduction is designed to provide an overview of “Christian conciliation,” which is a biblically grounded process for resolving conflict, including legal disputes. More detailed information on the conciliation process is provided in our *Rules of Procedure for Christian Conciliation* in Part III of this booklet.

1. What is Christian conciliation?

Christian conciliation is a process for reconciling people and resolving disputes out of court in a biblical manner. The process is conciliatory rather than adversarial in nature—that is, it encourages honest communication and reasonable cooperation rather than unnecessary contention and advocacy.

Christian conciliation may involve three steps. Initially, one or both parties may receive individual counseling/ coaching on how to resolve a dispute personally and privately using biblical principles. If private efforts are unsuccessful, the parties may submit their dispute for mediation, a process in which one or more mediators meet with them to promote constructive dialogue and encourage a voluntary settlement of their differences. Finally, if mediation is unsuccessful, the parties may proceed to arbitration, which means that one or more arbitrators will hear their case and render a legally binding decision.

The term “conciliator” is used to describe someone who is serving as either a conflict coach, mediator, or arbitrator.

2. Who provides Christian conciliation services?

Christian conciliation services may be provided by an individual volunteer, a professional mediator, a local church, or a formally established conciliation ministry, such as the Christian Conciliation Service™ (CCS), a division of Relational Wisdom 360.

3. What types of disputes can be resolved through Christian conciliation?

Christian conciliation has been used to settle a wide variety of disputes, including contract, employment, family, personal injury, church, landlord/tenant, real estate, creditor/debtor, and professional conflicts. The monetary claims in these cases have ranged from nothing to several million dollars. Some of the cases that have been resolved through Christian conciliation arose when:

- the owner of a house accused a builder of doing defective work
- an employee claimed that she was improperly fired from her job
- the owners of a business could not agree on how to divide its assets
- a church was being torn apart by doctrinal and personality conflicts
- a partner in an oil and gas development venture believed he had been defrauded
- a patient alleged that a doctor had performed surgery improperly
- the birth mother of a child wanted to reverse an adoption

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- an author claimed that a publisher had broken a contract to publish his book
- a family was fighting over a deceased parent's estate
- a husband and wife were struggling with an impending divorce
- a family was frequently disturbed by their neighbors' barking dog
- two business people disagreed over intellectual property rights
- two ranchers disagreed on road right-of-way
- a company claimed that its competitor's product infringed on its patent
- a divorced couple disagreed constantly over child support and visitation

4. How expensive is Christian conciliation?

Christian conciliation is usually less expensive than litigation. Some conciliators serve on a volunteer basis, while others charge an hourly fee ranging from \$200 to \$350 per hour or higher, depending on the complexity of the case. In cases of financial hardship, most conciliators will work with the parties to develop a manageable payment plan.

5. May I use Christian conciliation even after a lawsuit has been filed?

Yes. If the other party is willing, the two of you may agree to postpone further legal proceedings while you attempt to resolve your differences through conciliation. If conciliation is successful, you may file a stipulation with the court to close the case.

6. Can Christian conciliation result in a legally binding agreement or decision?

Yes, if you and the other party so desire. Agreements reached through private negotiations or mediation may be documented in legal contracts or stipulations. Arbitration decisions are legally binding and can be enforced as a judgment of a civil court. Courts have found that contracts requiring the parties to resolve disputes according to *The Rules of Procedure for Christian Conciliation* published by the Christian Conciliation Service, are enforceable.¹ Courts have also upheld the enforceability of clauses requiring faith-based arbitration.² Courts have also reviewed arbitration decisions, rendered according to The Rules of Procedure for Christian Conciliation and found the rulings to be valid and not subject to review or being overturned.³

¹ See *Encore Productions, Inc. v. Promise Keepers*, 53 F. Supp2d, 102 (D Colo., 1999); *Easterly vs. Heritage Christian Schools* Case No. 08-1714 (USDC S.D. Ind. Aug. 26, 2009); *Dayspring Community Church of Auburn, Inc v. Harvestime, Inc, Harvestime Ministries, Bradley Dean Oaster/ Cause No. 17D01-0505-PL-013/ DeKalb Superior Court, Auburn, Indiana, 46706/ 23rd Day of June, 2005/ Judge Kevin P. Wallace; Woodlands Christian Academy v. Logan*, Not Reported in S.W.2d, 1998 WL 257002, Tex.App.- Beaumont, May 21, 1998 (NO. 09-97-348-CV).

² See *Jenkins v. Evangelical Lutheran Church*, 825 N.E. 2d 1206 (Ill. App. 2005); *Kyer v. Teen Challenge of Florida, Inc.* No. 8:07-cv-1824-T-23-TBM. M.D.Fla.,2008; *Graves v. George Fox University*, No. CBO6-395-S-EJL, August 16, 2007, Not Reported in F.Supp.2d, 2007 WL 2363372D.Idaho,2007; *Answers in Genesis of Kentucky Inc. v. Creation Ministries Intern., Ltd.* Civil Action No. 2008-53 (WOB) August 04, 2008. Slip Copy, 2008 WL 5657681 E.D.Ky.,2008; *Weibust v. Woodlands Christian Academy*, No. 09-10-00010-CV, 2010 (9th Court of Appeals, Tex).

³ See Rules of Procedure for Christian Conciliation, Rule 4; *Encore Productions, Inc. v. Promise Keepers*, 53 F. Supp2d., 102 (D.Colo. 1999); *Presbyterian Church in United States v. Mary Elizabeth Blue Hull Memorial Presbyterian Church*, 393 U.S. 440, 447, 89 S.Ct. 601, 21 L.Ed.2d 658 (1969);

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7. Can a conciliator help me to resolve a dispute in private?

Yes. Before attempting mediation or arbitration, a conciliator can provide you with written materials and individual biblical counseling/coaching designed to help you explore ways to resolve your dispute by talking privately with the other party. Only after private efforts have been exhausted should you bring more people into the process (see Matt. 18:15-16).

8. Do I have to commit myself to arbitration in order to work with a conciliator?

No. If attempts at a private resolution have been unsuccessful, and if the other party agrees to work with a conciliator, you may choose any one of these options:

Mediation is a relatively informal and voluntary process in which mediators facilitate communication and negotiation between the parties. Mediators are as concerned with reconciling the parties as with helping them to settle their substantive differences. If the parties do not reach an agreement on their own, they may ask the mediators to issue an advisory opinion, which is not legally binding but is often accepted by both sides. If mediation is unsuccessful, the parties may decide to quit the process, or they may agree to submit unresolved issues to arbitration.

Mediation/Arbitration is a process that begins with mediation. If mediation is unsuccessful, the parties are legally obligated to proceed to arbitration. Unless agreed otherwise, an entirely new panel of conciliators will be assigned to serve as arbitrators. Christian mediation is generally so successful that most cases do not need to go to arbitration.

Arbitration deals primarily with the resolution of substantive issues. Arbitrators act as judges, and their decisions are legally binding. Going directly to arbitration without attempting mediation is usually not advisable, unless there are no personal issues to be resolved and there is no need for reconciliation between the parties.

The *mediation/arbitration* option, which requires both parties to stay in the process until the matter is resolved, usually affords the greatest opportunity for reconciliation and a resolution of the dispute. Therefore, conciliators usually recommend this option.

9. What kinds of issues can be submitted to arbitration?

Arbitration may be used to resolve a broad range of issues. However, arbitration may not be used to resolve legal issues over which civil courts will not relinquish jurisdiction (e.g., child custody, support, and visitation); issues that are solely within the jurisdiction of the family (e.g., how to teach or discipline children); or issues that are solely within the jurisdiction of the church (e.g., determining doctrine, calling or dismissing a pastor, or exercising church discipline).

Serbian Eastern Orthodox Diocese for United States of America and Canada v. Milivojevic, 426 U.S. 696, 713, 96 S.Ct. 2372, 49 L.Ed.2d 151 (1976); *Prescott v. Northlake Christian School*, 244 F.S2d 659 (United States District Court, E.D. Louisiana, 2002); 369 F.3d 491, 187 Ed (5th Cir. 2004); Civil Action No: 01-475, Section: "J" (2), Oct. 29, 2004.

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10. May I withdraw from the conciliation process once it begins?

Not necessarily. If you have committed yourself only to mediation, any party may withdraw at any time. But if you have committed yourself to either arbitration or mediation/arbitration, all of the parties are legally obligated to proceed with mediation and, if necessary, arbitration, unless all of the parties agree to cancel the conciliation agreement. Conciliation shall be the exclusive remedy for the dispute and the parties may not later litigate the matter in civil court.

11. What are the major differences between mediation and arbitration?

During mediation, the parties retain control over the final outcome, and the mediators act only as facilitators. When a case goes to arbitration, the parties are legally obligated to abide by the arbitrators' decision.

Another difference is that arbitration deals primarily with substantive issues; that is, it establishes facts and determines rights and responsibilities. In contrast, mediation deals both with substantive issues and with personal and relational issues.

To put it another way, while arbitration determines what people must do as a matter of *biblical or civil law (justice)*, mediation helps them to see what they should do as a matter of *conscience (justice plus mercy)*. After an arbitration decision has been issued, the arbitrators may address behavior and attitudes they observed in the parties during the conciliation process.

12. How confidential is the conciliation process?

The parties and the conciliators must agree at the outset that with few exceptions the conciliators will not be asked to divulge information outside of the conciliation process or the ecclesiastical structure of the parties' churches. In particular, they may not be subpoenaed to testify in subsequent legal proceedings (see Rules 16 and 17). The parties are required to commit to not divulging information to people who do not have a necessary and legitimate interest in the conflict.

13. Doesn't mediation always result in a compromise?

No. Although some disputes are properly resolved through compromise, conciliators should not encourage the parties to "split the difference" merely to get a matter settled. Christian conciliators take justice seriously, and they will do all they can to help people live up to their responsibilities, even when doing so is unpleasant and costly. As a result, solutions reached through conciliation are generally supported by both sides as being just and reasonable.

14. Doesn't conciliation result in favoritism to certain individuals?

Since conciliators are guided by both Scripture and the Holy Spirit, they should be especially sensitive to God's command to be impartial: "You shall do no injustice in court. You shall not be partial to the poor or defer to the great, but in righteousness shall you judge your neighbor" (Lev. 19:15). As they seek God's guidance in obeying this command, Christian conciliators are less likely to show favoritism than are secular arbitrators or judges and jurors in civil court.

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15. How does Christian conciliation differ from other types of mediation?

Christian conciliation is more values-oriented than most other types of mediation. While all mediators will work to help the parties come to a voluntary settlement, many mediators will be reluctant to go beyond this, especially if doing so would require that they evaluate others' attitudes and behavior from a moral perspective.

In contrast, Christian conciliators make it a point to draw out the underlying reasons for a dispute, sometimes referred to as "matters of the heart." Believing that God has established timeless moral principles that he has recorded in Scripture and written in our hearts, Christian conciliators will draw the parties' attention to attitudes, motives, or actions that appear to be inconsistent with those standards. This will be especially true with parties who profess to be Christians; anyone who claims to be a follower of Christ will be encouraged to obey his commands and behave in a manner that will honor him.

Most importantly, Christian conciliation focuses not only on what we should do ("law") but also on what God has done and is doing for those who trust in him ("gospel"). God has forgiven our sins and made peace with us through the death and resurrection of his Son (Rom. 6:23; 1 Pet. 3:18). And he has given us the freedom and power to turn from sin (and conflict), to be conformed to the likeness of Christ (Eph. 2:1-10; Gal. 5:22-23; Rom. 8:28-29), and to become ambassadors of reconciliation (2 Cor. 5:16-20).

16. How are conciliators selected?

In most cases, a conciliation administrator will consult with the parties and then nominate one or more Christian conciliators for the parties' approval. Some cases need only a single conciliator, while others are better handled by a panel of two or three persons. It is often helpful to include a leader from each party's church on a panel. In other cases, a panel may include an attorney, a pastor or Christian leader, and one other individual who is suited to help resolve the particular dispute. For example, if a dispute involves the construction of a building, one member of the panel may be an architect or contractor.

17. Why should I allow strangers to get involved in my dispute?

If you cannot resolve a dispute in private, it may no longer be a question of whether you will work with strangers. The only question is which strangers you will work with. If your dispute ends up in court, you will have very little control over the selection of a judge and a jury, and you will have little, if any, knowledge of their basic values. In contrast, if you use Christian conciliation, you will have a voice in the selection of the conciliators, and you will know that the people nominated for Christian conciliation are committed to biblical principles.

18. What are the limitations on a conciliator's role?

Conciliators will not serve as religious investigators, prosecutors, or judges to bring before the general public issues that were not resolved within the ecclesiastical structure of the parties' churches. Nor will they play a "public relations" role by making statements to the general public about a particular conflict.

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19. Is Christian conciliation available only to Christians?

No. Many people who do not profess to be Christians have submitted disputes to conciliation and have been pleased with the results. Christian conciliators evaluate each case on an individual basis, however, and may decline to accept a case if it appears that either party does not respect the Christian principles underlying the process.

20. What principles will I be expected to follow during Christian conciliation?

Christian conciliation promotes traditional Judeo-Christian values and principles that are an essential part of our common law and promote healthy relationships and the proper functioning of society. For example, if you submit a case to conciliation you will be encouraged to:

- **Be honest:** *Therefore, having put away falsehood, let each one of you speak the truth with his neighbor, for we are members one of another* (Eph. 4:25).
- **Do what is just and merciful:** *He has told you, O man, what is good; and what does the LORD require of you but to do justice, and to love kindness, and to walk humbly with your God?* (Mic. 6:8).
- **Accept responsibility for your actions and admit your wrongs:** *You hypocrite, first take the log out of your own eye, and then you will see clearly to take the speck out of your brother's eye* (Matt. 7:5).
- **Keep your word:** *Let what you say be simply "Yes" or "No"; anything more than this comes from evil* (Matt. 5:37).
- **Be concerned about the interests of others:** *Let each of you look not only to his own interests, but also to the interests of others* (Phil. 2:4).
- **Listen carefully to what others say:** *If one gives an answer before he hears, it is his folly and shame* (Prov. 18:13).
- **Overlook minor offenses:** *Good sense makes one slow to anger, and it is his glory to overlook an offense* (Prov. 19:11).
- **Confront others constructively:** *Let no corrupting talk come out of your mouths, but only such as is good for building up, as fits the occasion, that it may give grace to those who hear* (Eph. 4:29).
- **Be open to forgiveness and reconciliation:** *Be kind to one another, tenderhearted, forgiving one another, as God in Christ forgave you* (Eph. 4:32).
- **Change harmful attitudes and behavior:** *Whoever conceals his transgressions will not prosper, but he who confesses and forsakes them will obtain mercy* (Prov. 28:13).
- **Make restitution for any damage you have caused:** *When a man opens a pit, or when a man digs a pit and does not cover it, and an ox or a donkey falls into it, the owner of the pit shall make restoration. He shall give money to its owner, and the dead beast shall be his* (Ex. 21:33-34).

In other words, if you use Christian conciliation, you will be encouraged to follow the rule that God has given to govern relations between all people:

So whatever you wish that others would do to you, do also to them, for this is the Law and the Prophets (Matt. 7:12).

21. What if I have a complaint against a Christian conciliator?

If you have a conflict with a Christian conciliator, you should go to that person and try to work out your differences personally and privately (see Matt. 5:23-24; 18:15). If repeated efforts to

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resolve your complaint in private do not succeed, the Bible teaches that you should seek assistance from other Christians in resolving the matter in a biblically faithful manner. The first place you should look for guidance and assistance in resolving the complaint is within your own church or local Christian community (Matt. 18:16-20; 1 Cor. 6:1-8). You may also want to seek help from the church leaders of the Christian conciliator against whom you have the complaint.

If the Christian is trained, certified or otherwise connected to a conciliation organization, such as the Christian Conciliation Service or Crossroads Resolution Group, LLC, you may also contact that organization and ask it to assist you in resolving your complaint pursuant to its ethical guidelines (see [Conciliator Grievance Policy](#)).

Please note: the Christian Conciliation Service has no authority over Christian conciliators who serve outside our management or certification program.

22. Is a Christian free to sue another Christian?

Generally, Christians are not free to sue other Christians, at least not until they have exhausted the process that Jesus sets forth in Matthew 18:15-20 and 1 Corinthians 6:1-8. God instructs Christians to resolve their disputes within the church itself, with the assistance of other Christians if necessary. When the apostle Paul learned that the Christians in Corinth were suing one another, he wrote the following to them:

When one of you has a grievance against another, does he dare go to law before the unrighteous instead of the saints? Or do you not know that the saints will judge the world? And if the world is to be judged by you, are you incompetent to try trivial cases? Do you not know that we are to judge angels? How much more, then, matters pertaining to this life! So if you have such cases, why do you lay them before those who have no standing in the church? I say this to your shame. Can it be that there is no one among you wise enough to settle a dispute between the brothers, but brother goes to law against brother, and that before unbelievers?

To have lawsuits at all with one another is already a defeat for you. Why not rather suffer wrong? Why not rather be defrauded? But you yourselves wrong and defraud—even your own brothers! (1 Cor. 6:1-8).

Many Christians are unaware of this teaching, or they believe that it no longer applies today. In contrast, here is what former Associate United States Supreme Court Justice Antonin Scalia said about this passage in 1987:

I think this passage has something to say about the proper Christian attitude toward civil litigation. Paul says that the mediation of a mutual friend, such as the parish priest, should be sought before parties run off to the law courts.... I think we are too ready today to seek vindication or vengeance through adversary proceedings rather than peace through mediation.... Good Christians, just as they are slow to anger, should be slow to sue.⁴

Justice Scalia is not the first attorney to discourage people from taking their disagreements to court. This is what Abraham Lincoln said to a class of law students over a century ago:

⁴ Justice Antonin Scalia, "Teaching About the Law," *Quarterly* 7, no. 4 (Christian Legal Society, Fall 1987):8-9

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Discourage litigation. Persuade your neighbors to compromise whenever you can. Point out to them how the nominal winner is often a real loser in fees, expenses, and waste of time.

23. Why does God want Christians to avoid taking their differences to court?

One reason is that a purely legal approach to resolving a dispute often heightens animosities and permanently destroys relationships. In contrast, Christian conciliation encourages forgiveness and promotes reconciliation, which can preserve valuable relationships.

Furthermore, a court process usually fails to deal with the real causes of conflict, such as pride, selfishness, fear, vengeance, greed, bitterness, or unforgiveness. In fact, the adversarial process, which encourages people to focus on what they have done right and what others have done wrong, often leaves the parties with a distorted view of reality and actually ingrains the very attitudes and behaviors that caused the conflict in the first place. In contrast, Christian conciliation helps people to identify root problems and to make changes in their lives so that they will experience less conflict and healthier relationships in the future (see Matt. 7:3-5).

For a Christian, a primary reason for resolving disputes in a conciliatory way is to prevent a public quarrel that would give others an opportunity to criticize and mock Christianity. Resolving conflict biblically also allows us to show through our actions that we genuinely believe in Jesus Christ and trust in his teachings (see John 13:34; 14:15; 17:20-23; Eph. 4:1-3). Peace and unity are so important to Jesus that He commands us to seek reconciliation with an offended person even ahead of public worship:

So if you are offering your gift at the altar and there remember that your brother has something against you, leave your gift there before the altar and go. First be reconciled to your brother, and then come and offer your gift. Come to terms quickly with your accuser while you are going with him to court, lest your accuser hand you over to the judge, and the judge to the guard, and you be put in prison (Matt. 5:23-25).

This command is not conditioned on how serious the other person's complaint might be or whether it is even justified. Even in difficult circumstances, God wants his people to make every effort to resolve their personal differences outside of the courtroom.

24. Are there times when litigation is appropriate for a Christian?

Yes. God has given the civil courts jurisdiction to enforce the laws of the land and restrain crime (Rom. 13:1-7). Therefore, criminal violations, constitutional questions, and a variety of other disputes may legitimately be resolved through litigation. If one of these disputes includes personal differences between two Christians, however, they should usually try to resolve the problem in a personal way before looking to the courts for redress. Upon request, a conciliator will provide you with material that will help you to decide whether a particular dispute should be taken to court.

25. What are the benefits of Christian conciliation?

Christian conciliation promotes traditional values, preserves relationships, encourages beneficial change, avoids negative publicity, provides a positive witness, and is relatively

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inexpensive. In addition, when compared to litigation, Christian conciliation is less constrained by rigid procedures, thus often allowing more creative remedies and faster results.

Another benefit is that Christian conciliators have more flexibility than do civil judges when it comes to hearing testimony or reviewing evidence. Thus, if a dispute involves defects in the construction of a building or the repair of an automobile, a conciliator may personally inspect the building or drive the car. As a result of this flexibility, parties often feel that the facts and issues in the case are given a more personal review than would occur in a court of law.

Christian conciliation is especially beneficial for people who sincerely want to do what is right and are open to learning where they may have been wrong. Conciliators can help them to identify improper attitudes or unwise practices, to understand more fully the effects of their decisions and policies, and to make improvements in their lives and businesses that will help them to avoid unnecessary conflict in the future. As one party wrote after conciliation:

The most valuable thing we received from Christian conciliation was sound advice seasoned with godly wisdom. I really believe that the right answer was attained. The answers you gave were not what I came to hear, but I knew they were right. You could not have been more helpful. Our only regret was that we waited much too long to come to you.

26. What are the disadvantages of Christian conciliation?

Christian conciliators do not have the same authority as civil judges. Therefore, they cannot compel parties to submit a dispute to conciliation or to cooperate with the process once it begins. (Once there is an agreement to use arbitration, a civil judge has the authority to compel a reluctant party to proceed with the process.)

Conciliation can be less predictable than litigation, because each case has different conciliators and the process is less constrained by procedures, statutes, and case precedents. Therefore, results achieved through conciliation may differ substantially from the outcome of litigation or secular mediation or arbitration. (For example, the biblical command to keep one's word may obligate a person to honor a contract that might otherwise be rescinded on technical legal grounds.)

Finally, there are only limited grounds for appealing arbitrated decisions. Therefore, parties will have little opportunity to have a decision reviewed by a higher authority. (At the same time, this means they will usually be spared from the expenses and delays inherent in prolonged appeals.)

27. What do attorneys think about Christian conciliation?

Although many attorneys are still unfamiliar with Christian conciliation, most of those who have participated in a conciliation process have been favorably impressed, and many of them later refer clients to Christian conciliation. The following endorsements were written by attorneys:

I have found this service to provide to the participants a real sense of satisfaction because they are able to take an active role in the resolution, rather than having to work through an attorney in a formal and unfamiliar courtroom setting.

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Resolution of disputes through conciliation is a fine idea. A court battle is a disaster no matter how it turns out, certainly in terms of bitterness, anger, anxiety, and human suffering. You are doing a fine work.

My client and I wish to extend our sincere thanks and appreciation for all of your time and efforts extended in this dispute. We feel that you conducted these meetings with the utmost neutrality and professionalism.

(From a district judge) Christian conciliation has a focus that the court system lacks, that is, to resolve people's differences, not simply their disputes. Judges can decide cases, but often they don't have time to get to the root of the problem. As a result, litigants leave court with their case decided, but they are still mad. Conciliators try to reconcile the parties, so their future association will be harmonious. In the long run, this eliminates future disputes before they arise.

28. Should I talk to my attorney about using Christian conciliation?

Yes, if you already have an attorney. Conciliators encourage parties to consult with independent legal counsel, since Christian conciliators do not provide parties with legal advice or represent them in an attorney/client relationship. The assistance of independent legal counsel is especially helpful when dealing with significant legal rights or when using arbitration, which is influenced by state or federal statutes. Christian conciliators are happy to work with any attorneys whom the parties have retained to advise or represent them during the conciliation process. If you have not already retained an attorney, you may contact a conciliator first to see whether he or she can suggest ways of resolving your dispute without unnecessary legal expenses.

29. What churches support Christian conciliation?

Since Christian conciliation promotes values and principles that are common to all Christian churches, it has gained the support of churches within every major Christian community. Conciliators regularly work with evangelical, mainline Protestant, charismatic, Roman Catholic, fundamentalist, and Reformed churches.

30. Should I talk with my pastor about using Christian conciliation?

Certainly. Jesus has given the church primary responsibility and authority for resolving conflict and alienation among Christians. In Matthew 18:15-20 Jesus sets forth a process that involves private discussions, mediation, and authority to make a binding decision:

"If your brother sins against you, go and tell him his fault, between you and him alone. If he listens to you, you have gained your brother. But if he does not listen, take one or two others along with you, that every charge may be established by the evidence of two or three witnesses. If he refuses to listen to them, tell it to the church. And if he refuses to listen even to the church, let him be to you as a Gentile and a tax collector. Truly, I say to you, whatever you bind on earth shall be bound in heaven, and whatever you loose on earth shall be loosed in heaven.

Again I say to you, if two of you agree on earth about anything they ask, it will be done for them by my Father in heaven. For where two or three are gathered in my name, there am I among them."

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Christian conciliation is designed to serve the church as it implements this process. Therefore, we encourage Christians involved in conflict to turn first to their church leaders for counsel and assistance. Should Christian parties desire to submit a case to Christian conciliation, we will cooperate with their churches throughout the conciliation process. Therefore, if you are involved in a conflict and belong to a church, please encourage your pastor to review this material and call us to discuss ways we can work together.

31. What if the other party refuses to consent to conciliation?

It is not unusual for people to have questions and apprehensions about using Christian conciliation, which, for many people, is a novel way to resolve conflict. In fact, sometimes the most challenging part of the entire conciliation process is simply getting both sides to come “to the table.” We encourage you to pray as you gently and respectfully introduce the other party to Christian conciliation by directing them to our web site (rw360.org/ccs) and asking them to review the *Introduction to Christian Conciliation–Frequently Asked Questions, Rules of Procedure for Christian Conciliation* and *Standard of Conduct for Christian Conciliation*. You may also want to provide them with a copy of *The Peacemaker: A Biblical Guide to Resolving Personal Conflict*.

If the other party initially refuses to consent to conciliation, do not be discouraged. Instead, continue to pray and seek the assistance of your church leaders, and encourage the other party to work with his or her church as well. For guidance specific to your situation, a Christian conciliator often can suggest ways to help persuade the other person to reconsider and give conciliation a chance.

If your conflict involves a contract with a binding mediation-arbitration or arbitration clause, you may be able to proceed in the absence of the other party. Please seek legal counsel and carefully read the *Rules of Procedure*—paying particular attention to Rule 37.

32. Is there anything I can do to make sure that future disputes are resolved through Christian conciliation rather than litigation?

Yes. Whenever you write a contract, you may include a conciliation clause, which requires that any disputes related to the contract be resolved through Christian conciliation rather than in court. These clauses are legally enforceable in most states and may be inserted in many types of contracts, including employment, construction, and vendor contracts.

33. Is there anything more I can do to promote biblical responses to conflict in my church, ministry, or business?

Yes. Relational Wisdom 360 and the organizations listed at rw360.org/providers have developed resources and training to help Christian organizations learn and practice biblical conflict resolution.

34. How long does Christian Conciliation take?

The length of a *Mediation process* will depend upon the complexity of the issues and the schedules of the participants. Once all parties have agreed to the process and provide information and signed agreements to the Case Administrator, a scheduling conference call is held with the participants, mediator and Case Administrator. Generally, from the initiation of a

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case to the mediation, the time is 6-8 weeks. If all parties submit information simultaneously and quickly agree on process and select a mediator, it may be scheduled in 4-6 weeks. There are preparatory assignments that parties are asked to complete and those will be assigned with sufficient time allowed to complete them and prepare for the mediation.

The length of time for an *Arbitration process* will depend upon the complexity of the issues, exchange of information, and schedule of parties and arbitrator. Because this is a legally binding process, it usually will take 2-4 months from initiation to the Arbitration Hearing. A Preliminary Hearing is scheduled via teleconference, once all parties have returned signed agreements and initial information. The arbitrator will then discuss exchange of information, discovery, and other scheduling matters, along with estimating the time needed for the Hearing.

35. What is my role, as a party, in the process of mediation or arbitration?

In mediation, the party is expected to complete information forms, sign applicable agreements, and provide their statement of issues and remedies. The parties are expected to meet deadlines, participate in scheduling conferences, and to complete preparatory homework. Parties are expected to read and follow the Rules of Procedure for Christian Conciliation and to participate in the mediation – speaking honestly, looking to the interests of the other party, acknowledging your own contribution to the conflict, etc. Since this process is not adversarial, the parties are expected to cooperate in the exchange of information necessary to help all parties prepare and make the time together as productive as possible.

We also ask that parties carefully consider additional people who are necessary to the process – for example in a business dispute, it is imperative that the people with authority are participating in the process so that when an agreement is reached, the agreement can be fully executed. Having the support and encouragement from a spiritual advisor is also recommended. Talking with your pastor or elder will be helpful to you and if he/she is able to participate with you that will also be helpful to you. Often business partners and spouses may be important participants as well.

In arbitration, the party is expected to complete information forms, sign applicable agreements, meet deadlines, and provide other information necessary for the Case Administrator and Arbitrator to understand the conflict and to serve them. Since this process is not adversarial, the parties are expected to cooperate in the exchange of information necessary to help all parties prepare and make the time together as productive as possible.

Parties in arbitration may have legal counsel represent them during the process, though it is not a requirement. We do encourage you, however, to have a legal adviser since neither the Case Administrator nor the Arbitrator will act in that capacity.

Part III – Rules of Procedure for Christian Conciliation

These *Rules of Procedure* are provided by the Christian Conciliation Service™ (CCS), a division of Relational Wisdom 360, to guide Christians through a biblically grounded process for resolving conflict, including lawsuits. If you are unfamiliar with Christian conciliation, we suggest that you read the *Introduction to Christian Conciliation – Frequently Asked Questions* before you read these Rules. The Introduction provides an overview of the conciliation process and will enable you to understand these Rules more readily.

IMPORTANT NOTICE

Although many conflicts can be successfully resolved with the assistance of lay conciliators, some disputes are so complex that they require the involvement of well-trained professionals. Furthermore, the Christian Conciliation Service has no control over persons or organizations that use these conciliation procedures outside of its direct administration and cannot be responsible for the services they provide. For these reasons, when parties select their own conciliators, they should carefully consider the training and experience of the individuals who may serve them.

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General Rules

1. Purpose

The purpose of Christian conciliation is to glorify God by helping people to resolve disputes in a conciliatory rather than an adversarial manner. In addition to facilitating the resolution of substantive issues, Christian conciliation seeks to reconcile those who have been alienated by conflict and to help them learn how to change their attitudes and behavior to avoid similar conflicts in the future. These Rules shall be interpreted and applied in a manner consistent with this purpose.

2. Use of Rules and Name of Administrator

These Rules may be used by the Christian Conciliation Service™ (a division of Relational Wisdom 360), a local Christian conciliation ministry, a denomination, a church, or any other organization or person who wishes to help parties resolve conflicts pursuant to these Rules. Any such organization or person to whom parties submit a dispute shall be referred to as “the Administrator” throughout these Rules.

3. Definitions and Rules of Construction

- A. *Administrator* refers to any individual or organization that provides or facilitates Christian conciliation services pursuant to these Rules. When referring to an organization, Administrator includes any staff, directors, volunteers, or conciliators who serve on behalf of the organization.
- B. *Conciliation* is the voluntary submission of a dispute for biblically based conflict counseling/coaching, mediation, arbitration, or mediation/arbitration.
- C. *Conciliator* refers to a conflict coach, a mediator, or an arbitrator.

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- D. A *conciliation agreement* is an agreement to submit an existing dispute to mediation, arbitration, or mediation/arbitration.
- E. A *conciliation clause* in a contract is a provision written into a contract that requires future disputes related to the contract to be resolved by mediation/arbitration or arbitration.
- F. The *conciliation process* includes all phases of conciliation, from the initial contact with the Administrator through the conclusion of mediation, arbitration, or other contact with the Administrator.
- G. *Mediation* utilizes one or more neutral intermediaries who assist the parties in arriving at their own voluntary and mutually satisfactory resolution. Mediators may provide the parties with an advisory opinion, but that opinion shall not be legally binding.
- H. *Arbitration* is the submission of a dispute to a single arbitrator or a panel of arbitrators for a legally binding decision that may become and have the same effect as a judgment of a civil court.
- I. *Mediation/arbitration* is the submission of a dispute to mediation and, if mediation is not successful, to arbitration.
- J. *Church leaders* are the staff and official leaders of both the church that a person usually attends or formally belongs to and the denomination, if any, to which that church belongs.
- K. A *person* or *party* includes an individual or an entity, corporate or otherwise.
- L. Any time the word “may” is used in these Rules, it indicates that a person has complete and sole discretion in deciding whether to take certain action or actions.
- M. Unless indicated otherwise, a word used in the plural form shall be understood to include the singular form (e.g., “arbitrators” includes “arbitrator”).
- N. Any provision of these Rules may be modified, but only by a written agreement signed by the parties and the Administrator.

4. Application of Law and Scope of Parties and Claims

- A. The Holy Scriptures (the Bible) shall be the supreme authority governing the conciliation process. Even so, the conciliators shall take into consideration any state, federal or local laws that the parties bring to their attention. This Rule is not intended to prevent the assertion of any claims or defenses permissible under state, federal or local laws. This Rule further anticipates the application of Scriptural principles when considering any state, federal, or local laws that may restrict or bar a claim, and in fashioning a remedy.
- B. When a dispute involves an organization, such as a church, school, business or nonprofit, the conciliation process shall be the exclusive means to resolve all disputes or claims against the organization and any of its employees, officers, directors, agents or volunteers.
- C. The conciliation process shall be the sole means to resolve all disputes or claims covered by a conciliation agreement, whether based on tort, contract or statutes including, but not limited to, any class action proceedings or claims of discrimination, harassment or retaliation based on local, state or federal statutory or common law. The parties waive their right to file lawsuits against one another for any claims covered by a conciliation agreement, and this waiver will be equally binding on any person who seeks to represent a party in a lawsuit against any other party.

5. Selection and Duties of an Administrator

- A. The parties may mutually select the Administrator that will administer their dispute.
- B. If the parties are unable to agree on an Administrator within a reasonable period of time (as determined by the Christian Conciliation Service), the Christian Conciliation Service shall have the power to determine the Administrator, and its decision shall be final and binding.

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- C. If the Christian Conciliation Service or Relational Wisdom 360 is a party to a dispute, or if the Christian Conciliation Service is unable to administer a case, the Administrator shall be Crossroads Resolution Group, LLC. If Crossroads Resolution Group, LLC is unable to administer a case, the administrator shall be the Christian Legal Society.

6. Commencing Conciliation

- A. Any person may initiate conciliation by informing the Administrator of the nature of the dispute, the names of the other parties involved, and the remedy sought. The initiating party may inform the other parties of the request for conciliation and provide them with information describing Christian conciliation, or the initiating party may ask the Administrator to contact the other parties.
- B. The Administrator may decline to accept any case for any reason. The Administrator may also postpone conciliation until reasonable efforts have been made by the parties to resolve the dispute in private or with the help of their churches, pursuant to Matthew 18:15-20 and 1 Corinthians 6:1-8. At the same time, the Administrator may provide the parties with individual biblical counseling/coaching or written resources designed to facilitate a private resolution.
- C. The Administrator may require a person to sign an agreement not to use in a court of law any information acquired through conciliation; this provides limited protection for communications made during the conciliation process.
- D. If the Administrator accepts a case, conciliation shall commence only after the parties sign a conciliation agreement. If persons who have a legal interest in the dispute refuse to consent to conciliation, conciliation shall affect only the rights and responsibilities of those joined as parties.
- E. All conciliation agreements shall contain an initial statement of the issues to be resolved and may also include desired remedies. Additional issues and remedies may be identified and addressed during mediation, as approved by the mediators.
- F. Arbitration agreements shall contain a statement of the issues as well as the amount of money involved, if any, and the remedies sought. After a mediation/arbitration or arbitration agreement is signed by all parties, no new or different claim may be submitted without the approval of either the arbitrators or the Administrator.
- G. The Rules of Procedure for Christian Conciliation in effect when conciliation is initiated shall apply.
- H. If legal action is pending at the time conciliation is commenced, the Administrator may require that the parties take steps to stay or postpone proceedings pending the conclusion of conciliation.
- I. If a party believes that property or rights may be irreparably harmed by delay, he or she may request temporary (injunctive) relief or action (see Rule 29).

7. Insurance

Any party that may be covered by an insurance policy relating to a dispute or claim in conciliation must disclose the existence and contents of the insurance policy to the opposing parties. Information concerning the insurance policy is not by reason of disclosure admissible in evidence in arbitration. If a dispute or claim submitted to conciliation involves an alleged injury or damage that may be covered by a party's insurance, the insurer may be invited by the insured to be present at the conciliation meeting to facilitate a prompt and equitable resolution.

8. Withdrawal

- A. The Administrator may withdraw at any time from any case if it decides that conciliation is inappropriate or ineffective. If the Administrator withdraws from a case requiring arbitration, and if the parties do not agree to terminate arbitration entirely, they shall submit their dispute to another organization that will apply these Rules.
- B. Any party may withdraw at any time from mediation/arbitration or arbitration.
- C. A party may not withdraw from mediation/arbitration or arbitration without the written consent of all other parties who signed the conciliation agreement or the contract containing the conciliation clause.

9. Fees and Costs

- A. A non-refundable administrative fee may be charged for conciliation services. If an administrative fee is to be charged, the Administrator shall provide the parties with a written fee schedule, which must be signed by the parties. The Administrator may reduce the fee or arrange a payment plan for parties who would not otherwise be able to afford Christian conciliation.
- B. If an hourly conciliation fee is to be charged, the Administrator and/or the conciliators shall provide the parties with a written fee agreement, which must be signed by the parties. The Administrator may require the parties to pay an advance deposit to cover the anticipated costs of conciliation, as determined by the Administrator.
- C. The parties shall reimburse the Administrator for all direct costs associated with a case, including long distance telephone calls, travel, materials provided, and other out-of-pocket expenses. Withdrawal by any party or the Administrator does not relieve the parties of their responsibility to pay any of these fees and expenses.
- D. The expense of any witness or evidence produced at the request of the conciliators shall be shared equally by the parties, unless agreed otherwise by the parties or determined otherwise by the conciliators. The expense of any witness produced by either side shall be paid by the party producing such a witness unless determined otherwise by the arbitrators.
- E. All fees and costs incurred by the Administrator shall be shared equally by the parties unless agreed otherwise in a fee agreement, or as determined by the arbitrator (see Rule 40C), or as otherwise provided by law. If any party fails to pay the fee or costs, any other party may pay all fees and costs and request reimbursement in mediation or fee shifting in arbitration pursuant to Rules 40 and 43 and/or request sanctions under Rule 44.
- F. If the Christian Conciliation Service administers a dispute submitted to conciliation pursuant to a conciliation clause in a contract, the Christian Conciliation Service "Fees and Costs" schedule in effect when conciliation is initiated shall apply. If paid conciliators are appointed for the case, the Administrator, in consultation with the conciliators, shall set their rate of compensation.
- G. In employment disputes, an employee may request that the employer pay all initial fees and expenses that may be required by the mediator, case administrator or arbitrator to carry out a conciliation process. The final apportionment between the parties of those fees and expenses shall be negotiated during mediation or, if necessary, decided by the arbitrator. Both parties shall make every reasonable effort to contain expenses by limiting the amount of fact-finding, investigation and discovery to what is reasonably necessary to conduct a fair conciliation process. Either party may request the mediator, case administrator or arbitrator to direct and guide the preparation process to reasonably limit the amount of fact-finding, investigation and discovery by the parties to what is reasonably necessary to understand each other's issues and positions and to prepare the matter for submission to conciliation.

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- H. A conciliation meeting that is canceled less than thirty (30) days before the scheduled meeting shall be subject to a cancellation fee. The cancellation fee will be equal to the deposit for the canceled date(s). If the conciliation is rescheduled to occur within ninety (90) days of the original date(s), 50% of the fees paid under the cancellation policy will be credited to the rescheduled conciliation meeting.

10. Appointment of Conciliators

- A. Conciliators are required to be independent, objective and neutral regarding the parties, and to be familiar with biblical principles of resolving conflict.
- B. One conciliator shall be appointed unless otherwise agreed to by the parties.
- C. The Administrator shall nominate a panel of one or more conciliators for approval by the parties. Before making its nominations, the Administrator may consult with the parties to identify individuals or types of individuals who may be well suited to serve as conciliators in their case. Upon request, the Administrator shall provide the parties with biographical information on any proposed conciliator. All conciliators shall affirm the Statement of Faith contained in the Christian Conciliation Service's Standard of Conduct for Christian Conciliators.
- D. If the parties are unable to agree on conciliators after a reasonable effort has been made to propose suitable conciliators (as determined by the Administrator), the Administrator shall approve conciliators and conciliation shall commence as though the conciliators were approved by the parties.

11. Replacement of Conciliators

- A. A person proposed or approved as a conciliator shall have a continuing duty to disclose to the Administrator any circumstances likely to affect impartiality or the person's ability to perform the duties of a conciliator. Upon receipt of such information from that person or from another source, the Administrator shall either change its proposal or communicate the information to the parties. The parties shall have fifteen (15) days to file an objection to the conciliator based on the disclosure and if no objection is filed, the right to object shall be waived. After consulting with the parties, the Administrator shall determine whether a conciliator who has already been appointed should be disqualified, and its decision shall be final and binding.
- B. If any appointed conciliator withdraws, is disqualified, or is unable to perform the duties of the office, the remaining conciliators may continue with conciliation, unless the parties unanimously agree, or the Administrator decides, that the vacancy should be filled.

12. Time and Place of Conciliation Meetings

The Administrator shall determine the time, place and other conditions of the initial conciliation meetings, after taking into consideration the preferences of the parties. The conciliators shall determine the time, place and other conditions (including adjournments and continuances) of subsequent conciliation meetings.

13. Right to Legal Counsel

- A. Conciliation can affect substantial legal rights and responsibilities. Therefore, parties have the right to be assisted or represented by independent legal counsel throughout the conciliation process. When waiving of their legal rights to file a lawsuit to resolve a dispute between them,

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the parties are not waiving their right to employ legal counsel at their own expense to assist them in any phase of the process.

- B. Both the Administrator and any attorneys serving on behalf of the Administrator serve only as impartial conciliators and will not represent any party or provide the parties with legal advice such as they would receive were they to seek legal advice from an independent attorney. If a party desires legal advice, he or she should consult with his or her own independent attorney, especially concerning a question about the statute of limitations (i.e., how long one can wait to file a legal action before losing the right to do so).
- C. When the Administrator is informed that a party has retained an attorney, the Administrator, after consulting with the party, may contact the attorney to discuss the case and invite his/her cooperation in the conciliation process.
- D. A party must notify the Administrator at least five (5) days in advance if he or she desires to have an attorney present at a conciliation meeting. Such notice shall include the name and address of the attorney. If other parties will not have attorneys present with them during mediation meetings, the Administrator may exclude all attorneys from mediation meetings. If necessary to fulfill the purpose of Christian conciliation (see Rule 1), the Administrator may disqualify an attorney from participating in conciliation, provided his or her client is given reasonable time to secure another attorney.
- E. During mediation, attorneys shall serve only as advisors to their clients, and the clients will be expected to speak for themselves as much as possible. During arbitration, attorneys may represent and speak for their clients. Attorneys will be expected to respect the conciliatory nature of the process and avoid unnecessary advocacy.
- F. No attorney who has served as a conciliator shall represent any party in a subsequent legal proceeding concerning the matter that was presented for conciliation, nor may such an attorney use in other proceedings any information that was obtained during conciliation.

14. Evidence in Conciliation

- A. The parties shall cooperate with the Administrator and each other in providing documents, names of witnesses, and other information that will contribute to an understanding of the dispute.
- B. The parties may offer any evidence that they consider to be fair, relevant, and pertinent to the dispute, and they shall produce any additional evidence that the conciliators deem necessary for understanding and resolving the dispute.
- C. Conciliators authorized by law to subpoena witnesses or documents may do so independently or upon the request of any party.
- D. The conciliators shall be the judge of the relevance and materiality of the evidence offered, and conformity to legal rules of evidence shall not be necessary.
- E. The conciliators may receive and consider the evidence of witnesses by deposition or affidavit, and may make a personal inspection or investigation of relevant premises or objects.

15. Decisions by Majority

If there is more than one conciliator, the decision of any matter shall be decided by majority vote of the conciliators.

16. Confidentiality

- A. Because of its biblical nature, Christian conciliation encourages parties to openly and candidly admit their offenses in a particular dispute. Thus, conciliation requires an environment where parties may speak freely, without fear that their words may be used against them in a subsequent legal proceeding. Moreover, because conciliation is expressly designed to keep parties out of court, conciliators serving on behalf of the Administrator would not do so if they believed that any party might later try to force them to testify in any legal proceeding regarding a conciliation case. Therefore, all communications that take place during the conciliation process shall be treated as settlement negotiations and shall be strictly confidential and inadmissible for any purpose in a court of law, except as provided in this Rule. Video and audio recordings of meetings may be made only with the written consent of all parties and the Administrator.
- B. This Rule extends to all oral and written communications made by the parties or by the Administrator, and includes all records, reports, letters, notes, and other documents received or produced by the Administrator as part of the conciliation process, except for those documents that existed prior to the conciliation process and were otherwise open to discovery apart from the conciliation process. The parties may not compel the Administrator to divulge any documents or to testify in regard to the conciliation process in any judicial or adversarial proceeding, whether by personal testimony, deposition, written interrogatory, or sworn affidavit.
- C. Mediated settlement agreements reached by the parties and arbitration decisions shall be confidential, except as provided in Rule 17, unless the parties agree otherwise in writing, or unless an agreement or decision must be filed with a civil court for purposes of enforcement. If an arbitration decision is contested or appealed pursuant to statute, the Administrator, upon written request from a party, shall furnish to such party, at the party's expense, copies of the conciliation agreement and the arbitration decision.
- D. The Administrator may divulge appropriate and necessary information under the following circumstances, and the parties agree to waive confidentiality and hold the Administrator harmless for doing so: (1) when, as part of its normal office operations, the Administrator consults with its staff members or outside experts regarding particular issues or problems related to a case; (2) when compelled by statute or by a court of law; (3) when an arbitration agreement or decision has been contested or appealed; (4) when an action has been brought against the Administrator as a result of its participation in a conciliation case; (5) when the Administrator deems it appropriate to discuss a case with the church leaders of parties who profess to be Christians; and (6) when the Administrator deems it necessary to contact appropriate civil authorities to prevent another person from being harmed.
- E. In spite of these confidentiality protections, some of the information discussed during conciliation may not be confidential as a matter of law or may be discoverable outside the conciliation process and used in other legal proceedings, and the Administrator shall have no liability therefore.

17. Church Involvement

Unless agreed otherwise, the Administrator and the conciliators may discuss a case with the church leaders of parties who profess to be Christians. If a party who professes to be a Christian is unwilling to cooperate with the conciliation process or refuses to abide by an agreement reached during mediation, an advisory opinion, or an arbitration decision, the Administrator or the other parties may report the matter to the leaders of that person's church and request that they actively participate in resolving the dispute. If a church chooses to become actively involved, it may, at its discretion, review what has transpired during conciliation, obtain such additional information as it deems to be

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helpful, and take whatever steps it deems necessary to facilitate reconciliation and promote a biblical resolution of the dispute (see Matt. 18:15-20). The Administrator may disclose to the church any information that may have a bearing on its investigation or deliberations.

18. Waiver of Right to Object

Any party who proceeds with a conciliation meeting after learning that any provision of these Rules has not been complied with, or who fails to object in writing within three days of learning that any provision of these Rules has not been complied with outside of a conciliation meeting, shall be deemed to have waived the right to object.

19. Interpretation and Application of Rules

The conciliators shall interpret and apply these Rules insofar as they relate to the conciliators' powers and duties. The Administrator shall interpret and apply all other Rules and resolve all other issues and questions pertinent to the conciliation process. Once appointed, the conciliators shall exclusively interpret and apply these Rules within the context of that case.

20. Exclusion from Liability

The parties agree that the Christian Conciliation Service, the Administrator, and the conciliators shall be immune from any liability for any acts or omissions that occur during the conciliation process.

Mediation Rules

21. Individual Meetings and Caucuses during Mediation

- A. Prior to an initial mediation meeting, the Administrator or the mediators may communicate privately with any of the parties to obtain an overview of the dispute, to assess the party's attitudes and needs, to teach relevant biblical principles, and to assign homework that will facilitate the mediation process.
- B. The mediators may also meet separately (caucus) with any party during the course of mediation to discuss that party's attitudes, conduct, and responsibilities, or to discuss possible solutions to the dispute. As much as possible, the discussion during a caucus shall focus on the party who is present rather than on the absent party.
- C. The mediators may eventually discuss with the other parties any information that is obtained during an individual meeting or a caucus.

22. Mediation Proceedings

A mediation meeting will normally include: (1) an introduction and opening prayer; (2) statements by each party clarifying the issues involved; (3) the presentation of each party's claims, defenses, and witnesses, as well as an opportunity for the other party to respond; (4) questioning by the mediators; (5) a discussion, sometimes in private at first, of each party's responsibility for the dispute; (6) counsel involving the application of relevant biblical principles; (7) a discussion of appropriate solutions to the dispute; (8) agreement on a solution; and (9) closing comments and prayer. If the parties are unable to reach a voluntary agreement, the conciliators may meet in private for discussion, Bible study, and prayer, and then issue an advisory (non-binding) opinion as to what each party should do to resolve the dispute and facilitate reconciliation.

23. Written Record of Agreement

The mediators shall work with the parties to prepare a written record of any agreement reached by the parties during mediation. That agreement shall be legally binding if, and only if, the parties or their attorneys reduce it to a contract or stipulation that is signed by all parties.

24. Transition from Mediation to Arbitration

- A. If any issues in a dispute submitted to mediation have not been resolved through mediation or church involvement, the parties may either quit the conciliation process and pursue other remedies, or, by unanimous agreement, they may submit the unresolved issues to arbitration pursuant to this Rule.
- B. If any issues in a dispute submitted to mediation/arbitration have not been resolved through mediation or church involvement, the parties are obligated to proceed to arbitration. This transition shall take place when either a majority of the mediators or all of the parties agree that neither mediation nor church involvement is likely to resolve the outstanding issues of the dispute.
- C. If a dispute is submitted to mediation/arbitration pursuant to a conciliation clause in a contract, either party may request that the dispute move immediately into arbitration. Such a request shall be granted by the Administrator if the Administrator concludes that immediate arbitration is likely to provide a more timely and beneficial resolution to the dispute.
- D. When a transition pursuant to this Rule occurs, an entirely new panel of arbitrators shall be appointed pursuant to Rule 10, unless the parties agree otherwise. By unanimous written agreement, either before or after the mediation stage, the parties may agree to use the same conciliators in both mediation and arbitration. By such unanimous agreement, the parties agree that the arbitrators may consider any information they received during mediation as though it were received during arbitration, in full compliance with the Arbitration Rules.
- E. Whenever mediators are authorized to act as arbitrators pursuant to this Rule, the parties, after signing the appropriate documents, may either: (1) summarize the information that was received during mediation, make closing statements, and then rest their cases; or (2) proceed to offer new information pursuant to the Arbitration Rules.
- F. Whenever new arbitrators are appointed pursuant to this Rule, the arbitrators may not call the previous mediators as witnesses without the unanimous agreement of the parties and the mediators.

Arbitration Rules

25. Initiation of Arbitration

Arbitration is initiated by a party filing with the Administrator the following:

- A written request for arbitration
- Copy of an agreement, court order, or any document containing a conciliation clause
- Applicable filing fees
- Proof of notification to other parties of the filing of the arbitration

The request for arbitration shall contain a concise statement of the claims and issues and remedies sought by the initiating party, along with the names and contact information of the other parties. The responding party shall file a response within 20 calendar days setting forth a response to the claims, any affirmative defenses, counterclaims, and remedies sought. The initiating party shall file a response to any counterclaims, including any affirmative defenses, within 20 calendar days. These

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statements shall constitute the Statement of Issues governing Arbitration, unless modified pursuant to motion and order of the Arbitrators. The Administrator will notify the responding parties when all the filing requirements are met. Failure to file a response within the required response time will be taken as a denial of the claim and will not delay the arbitration (see Rule 37). The filing of a request for arbitration, a response, counterclaim, or any other submission to the Administrator is subject to the Rule 32 delivery and notice requirements with proof of notification to other parties.

26. Appointment and Approval of Panel

- A. General Rule. A single arbitrator will be appointed under Rule 10 unless a three- arbitrator panel is specified in the document requiring conciliation or by agreement of the parties. Unless the arbitrator selection process is specified in the document requiring conciliation, the Administrator will propose a list of potential arbitrators. Parties will be given seven (7) calendar days to agree on the selection of the arbitrator(s) and designate a chairperson for a three-arbitrator panel. If there is no agreement on the selection of arbitrator(s), the Administrator will appoint the arbitrator(s) and the chairperson for a three-arbitrator panel.
- B. Option for Streamlined Three-Arbitrator Panel. After selection of the arbitration panel and chairperson, and if the parties agree, the chairperson may be designated as the sole arbitrator to hear all preliminary matters. The chairperson is also empowered to decide any dispositive or other motions that may be filed. The remaining arbitrators will participate in an initial preliminary hearing as described in Rule 28 and then be placed on inactive status. The remaining arbitrators are automatically activated to rule on all matters in the case 60 days prior to the evidentiary hearing. The remaining arbitrators may be reactivated earlier by agreement of the parties. The chairperson shall supply copies of all decisions to the remaining arbitrators. The remaining arbitrators shall not bill after the preliminary hearing until activated.

27. Oaths or Vows

Before proceeding with arbitration, each arbitrator may take an oath or vow of office. The arbitrators have discretion to require parties or witnesses to testify under oath or vow, provided that making an oath or vow does not violate the person’s sincerely held religious beliefs. Oaths or vows may be administered by the arbitrators.

28. Preliminary Hearings

- A. At the request of the parties or at the discretion of the Administrator, a preliminary conference with a case administrator and the parties may be scheduled to arrange for an exchange of information and the stipulation of uncontested facts to expedite the arbitration proceedings.
- B. In large or complex cases, at the discretion of the arbitrators or the Administrator, a preliminary hearing may be scheduled with the arbitrators and the parties to arrange for the production of relevant evidence, to identify potential witnesses, to schedule further hearings, and to consider other matters that will expedite the arbitration proceedings.

29. Temporary Extraordinary Relief

- A. A party may request immediate temporary relief (e.g., temporary restraining order, preliminary injunction) to safeguard property or rights that are subject to a contract clause or agreement that requires arbitration or mediation/ arbitration under these rules. Such extraordinary relief will not be granted unless the moving party has demonstrated, by a clear showing: (1) a substantial likelihood of prevailing on the merits; (2) a substantial threat of irreparable harm if the temporary

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relief is not granted; (3) that the threatened injury outweighs any harm that may result to the non-movant from an injunction or other relief; and (4) that the temporary relief will not undermine public interests.

- B. Temporary relief may be granted at any stage of the conciliation process and shall be fashioned so as not to substantially prejudice the rights of the parties or the final determination of the dispute.
- C. Matters of temporary relief shall be decided by the arbitrators, or, if they are not yet appointed, by the Special Arbitrator appointed by the Administrator. If an Administrator has not yet been appointed, the Christian Conciliation Service shall serve as Administrator for purposes of this rule.
- D. A request for temporary relief is subject to Rule 40C.
- E. Decisions regarding temporary relief may be entered in any court otherwise having jurisdiction.

30. Discovery and Distribution of Documents

Reasonable discovery (including oral depositions, written interrogatories, and production of documents) may be allowed to identify issues, relevant evidence, and names of witnesses. If the parties cannot agree on the scope of discovery or allocation of costs, the issue shall be submitted to the arbitrators for a decision, which shall be final and binding. The Administrator or the arbitrators may require the parties, at their own expense, to deliver to the Administrator and to the other parties copies of the documents they plan to introduce and a list of the witnesses they plan to call.

31. Notice of Arbitration Meetings

The Administrator or the lead arbitrator shall give parties at least five (5) days written notice of the time, place, and conditions of any arbitration meeting, unless the parties agree to modify or waive such notice. It shall be the parties' responsibility to notify their witnesses of the time and place of all arbitration meetings.

32. Delivery and Notice

- A. All documents and notice shall be delivered in person or by facsimile transmission (fax), or by United States mail, or by another country's official government mail service (when applicable), or by private carrier to the last known address of the parties as given to the Administrator.
- B. In addition, documents and notice may be delivered through electronic mail via the e-mail address provided by the parties to the Administrator or as provided on the Administrator's Client Information Form. Documents or formal offerings submitted through e-mail shall be in portable document format (pdf) or other reliable format as agreed upon and approved by the Administrator. Receipt of such information shall be readable and able to be stored electronically by the recipients.
- C. Notice and other documents shall be considered to have been received on the day they were personally received or transmitted by fax or e-mail, or on the fifth day after they were postmarked in the case of United States mail, or on the tenth day after they were postmarked in the case of another country's official government mail service.

33. Communication with Arbitrators

There shall be no direct communication from the parties to an arbitrator other than at joint hearings. Any other oral or written communications from the parties to the arbitrators shall be directed to the Administrator for transmittal to the arbitrators and all other parties.

PART III – RULES OF PROCEDURE

34. Arbitration Proceedings

- A. The arbitrators shall consider only those issues that are within the scope of the document requiring arbitration or agreed to by the parties.
- B. Arbitration proceedings shall be conducted according to the same format as mediation proceedings (see Rule 22), except as limited by these Arbitration Rules.
- C. The arbitrator shall have the power to rule on his/her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement. A party may object to the jurisdiction of the arbitrator or to the arbitrability of a claim or counterclaim no later than the filing of the answering statement to the claim or counterclaim that gives rise to the objection. The arbitrator may rule on such objections as a preliminary matter or as a part of the final award. The Arbitrator shall also have the power to rule on consolidation of related arbitrations, joinder of parties, temporary relief under Rule 29, permissible discovery under Rule 30 or any other matter to be decided before the hearing on the merits of the case.
- D. A Special Master may be appointed (1) by the Administrator, before or after the appointment of the arbitrators and in its sole discretion, for the limited purpose of deciding some or all of the prehearing matters that would otherwise be decided by the Arbitrators under Subpart C above; or (2) by the Arbitrators, with the consent and approval of all parties, for any purpose, including, without limitation, investigating, reporting and/or making recommendations to the arbitrators on the substantive issues to be resolved in the arbitration. The Administrator or Arbitrators who appoint a Special Master shall specifically designate the duties and responsibilities delegated to the Special Master. Absent the agreement of all parties, a Special Master appointed under this Rule shall not serve as an arbitrator appointed to hear and decide the merits of the case.

35. Record of Proceedings

Any party wishing a stenographic record of an arbitration meeting shall make arrangements directly with a stenographer and shall notify the other parties of such arrangements in advance of the meeting. The requesting party or parties shall pay the cost of such record and shall provide the Administrator with a copy, and make copies of the record available to all other parties for the cost of reproduction. A stenographic record is subject to the limitations of Rule 16, and may be used only for appealing an arbitration decision. Video and audio recordings of meetings may be made only with the written consent of all parties and the Administrator.

36. Evidence in Arbitration

Subject to the provisions of Rules 14 and 24(D), all evidence used in arbitration shall be taken in the presence of all of the arbitrators and all of the parties, except where any of the parties has waived the right to be present or when arbitration proceeds pursuant to Rule 37.

37. Arbitration in the Absence of a Party

Unless the law provides to the contrary, arbitration may proceed in the absence of any party who, after due notice, fails to be present or fails to obtain an adjournment. A decision shall not be made solely because of the default of a party. The arbitrators shall require the party who is present to submit such evidence as the arbitrators may require for the making of a decision. The arbitrators may, but need not, allow the absent party an opportunity to appear at subsequent hearing(s) attended by all parties; provided, however, that a party may request the arbitrators to condition an absent party's participation in subsequent hearing(s) on paying its share of fees and costs incurred by

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the Administrator or by the arbitrators in conducting the arbitration, which request the arbitrators may grant or deny in their sole discretion. A party requesting arbitration under this Rule 37 will be responsible for paying any fees and costs incurred by the Administrator or by the arbitrators in conducting an arbitration under this Rule 37. In such case, the allocation of fees and costs to the absent party will be determined by the Arbitrators pursuant to Rule 40 as part of the final award, provided that neither the ICC, the Administrator, nor the Arbitrators shall have authority or duty to recoup such award, fees, and costs from the absent or uncooperative party. The Arbitrators may also impose sanctions under Rule 44.

38. Legal or Scriptural Briefs

The arbitrators may request or consider briefs or position papers that set forth the parties' understandings of the legal, factual, or scriptural issues.

39. Reopening of Hearings

The arbitrators may reopen a case for good cause at any time before a final decision is rendered.

40. Decisions

- A. The arbitrators shall make a written decision (award). It shall be issued within sixty (60) days after the closing of the final hearing or 60 days after the date specified by the arbitrators for receipt of all post-hearing briefs and other documents requested by the arbitrators, whichever is later.
- B. The arbitrators may grant any remedy or relief that they deem scriptural, just and equitable, and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract. In making their decision, the arbitrators shall consider, but are not limited by, the remedies requested by the parties.
- C. The Arbitrator may grant to the Administrator any fees, costs, and expenses, including attorneys' fees, that are due to the Administrator under the Arbitration Agreement or the Fees and Costs Agreement, or that are reasonably incurred because of the conciliation process. The Arbitrator may also grant to any party any reasonable fees, costs, and expenses related to the resolution of a dispute, including attorney fees if permitted by a written agreement signed by both parties prior to initiating arbitration. Grounds for such a decision may include but are not limited to (1) when another party unreasonably refused to settle a dispute and unnecessarily increased the costs of resolving the matter; (2) when a party necessarily incurred significantly higher costs than another party, such as travel expenses, in order to participate in conciliation; or (3) as prevailing party's attorney fees. A grant of fees, costs, and expenses may be made only after all parties who may be affected by the decision have had a reasonable opportunity to comment on the proposed decision.
- D. The arbitrators may, but need not, inform the parties of the reasoning by which the decision was reached.
- E. The arbitrators' decision shall be legally binding on the parties, except as provided by law, and may be filed as a judgment and enforced by a court of law. It shall be the sole responsibility of the parties to file a decision with the court and, if necessary, to have it enforced.
- F. If the parties settle their dispute during the course of arbitration, the arbitrators may set forth the terms of the agreed settlement in a decision.
- G. The arbitration decision is final and cannot be reconsidered or appealed except as provided by Rule 41 and/or civil law.

41. Request for Reconsideration

- A. A party may submit a request to the Administrator for reconsideration of a decision within twenty (20) calendar days after the day the decision was received by the parties.
- B. A request for reconsideration will not be considered if it simply asks the arbitrators to review the evidence and change their decision.
- C. A request for reconsideration is appropriate only when the arbitrators (1) have deviated from these rules or from the arbitration agreement; (2) have patently misunderstood a party; (3) have failed to address an issue or have made a decision outside the issues presented to the arbitrators by the parties; or (4) have made a miscalculation or a mistake of identification.
- D. The request, which must be sent to the Administrator and to the other parties, shall set forth in writing the reasons for which reconsideration is sought, including a specific statement of the claimed mistake, prejudice, or harm.
- E. If the request is granted by the arbitrators, they shall define the issues that are being reconsidered and allow each party to submit whatever supplementary information is deemed appropriate. If the request is denied, the requesting party will be responsible for paying any expenses or fees incurred by the Administrator or by the arbitrators as a result of the request.

42. Conflict of Rules

Should these Rules vary from state or federal arbitration statutes, these Rules shall control except where the state or federal rules specifically indicate that they may not be superseded.

43. Suspension for Nonpayment

If the conciliators' compensation or administrative charges have not been paid in full, the Administrator may inform the parties in order that one of them may advance the required payments, subject to possible reimbursement at the end of the proceedings. If such payments are not made, the conciliators may order the suspension or termination of the proceedings. If conciliators have not yet been appointed, the Administrator may suspend or terminate the proceedings.

44. Authority to Impose Sanctions for Noncompliance

Upon request by a party, the arbitrator may, at his or her discretion, order monetary sanctions when a party fails to comply with its obligations under these Rules or with an order of the arbitrator. The arbitrator may not enter a default award as a sanction. The arbitrator must provide a party that is subject to a sanction request the opportunity to respond prior to deciding the sanction's application.

45. Remote Meetings

Conciliation meetings may be held in whole or in part by remote communication if (1) agreed to by all the parties, (2) each party can communicate with all the other parties concurrently, and (3) each party has the means to reasonably participate in all relevant procedures and matters. The Administrator and the conciliator may establish reasonable rules and/or procedures regarding remote participation.

Part IV - Standard of Conduct for Christian Conciliators

Christian conciliators are expected to conduct themselves according to this *Standard of Conduct*. Concerns or complaints about a conciliator's possible deviations from these standards should be resolved through the grievance policy established by the organization to which a conciliator is accountable, such as RW360's *Conciliator Grievance Policy* (see rw360.org/grievance).

1. Responsibility to God

A. Statement of Faith – The Christian conciliator believes:

- 1) that the Bible, consisting of the Old and New Testaments, is the only inspired, infallible, inerrant and authoritative written Word of God;
- 2) that there is one God, eternally existent in three persons: Father, Son, and Holy Spirit;
- 3) in the deity of our Lord Jesus Christ, his virgin birth, his sinless life, his miracles, his vicarious and atoning death through his shed blood, his bodily resurrection, his ascension to the right hand of the Father, and his personal return in power and glory;
- 4) that for the salvation of lost and sinful people, regeneration by the Holy Spirit is absolutely necessary;
- 5) that a person is justified by grace alone, through faith alone in the Lord Jesus Christ alone;
- 6) in the present ministry of the Holy Spirit by whose indwelling the Christian is enabled to live a godly life;
- 7) in the resurrection of both the saved and the lost – those who are saved, unto the resurrection of life, and those who are lost, unto the resurrection of damnation;
- 8) in the spiritual unity of believers in our Lord Jesus Christ and his church.

B. The Christian conciliator serves in the name of the Lord Jesus Christ and, therefore, shall strive earnestly to live a godly life and avoid doing anything that would dishonor the Lord or injure his church (1 Cor. 10:31).

C. The Christian conciliator shall seek unity in the body of Christ and make every effort to live at peace and to be reconciled with others (John 17:23; Rom. 12:18; Eph. 4:3).

D. The Christian conciliator shall be in continuing fellowship within a Christian church and shall support and submit to its teaching, oversight, and discipline, unless there is a clear scriptural reason to do otherwise (1 Thess. 5:12; Heb. 10:25; 13:17; Acts 4:19).

E. The Christian conciliator shall regularly seek spiritual counsel and support from mature Christians who affirm his or her conciliation ministry (Prov. 11:14; 12:15; 15:22).

F. The Christian conciliator shall encourage and help Christians to obey the biblical mandate to resolve their disputes with the help of the church rather than suing one another in secular courts (1 Cor. 6:1-8).

G. The Christian conciliator shall use appropriate opportunities to encourage others to put their trust in the Lord Jesus Christ. The conciliator shall do this with gentleness and respect and shall

PART IV – STANDARD OF CONDUCT

not attempt to force his or her views on someone who is not interested in the gospel (Rom. 1:16; 1 Pet. 3:15-16).

H. The Christian conciliator shall respect the authority of Christian parties' churches and shall work in close cooperation with their pastors whenever possible (1 Thess. 5:12; Heb. 13:17). The Christian conciliator shall not attempt to recruit church parties to his or her church. The conciliator shall encourage Christian parties to maintain a strong church involvement (Heb. 10:24-25).

I. At appropriate times and in a gracious manner, the Christian conciliator shall:

- 1) show the parties that in order to find lasting solutions to their conflicts and problems, their lives and decisions must conform to the concepts and standards of Scripture (2 Tim. 3:15-17);
- 2) point out clearly the requirements of the Scriptures as applied to everyday life and practice (2 Tim. 4:2);
- 3) help the parties to make decisions, to take actions, and to change their lifestyles, habits, and conduct as God has instructed in the Scriptures, so that they may enjoy life and their relationship with God (Eph. 4:22-24); and
- 4) encourage repentance, confession, forgiveness, and reconciliation whenever sin has occurred or a relationship has been broken (Luke 17:3; Gal. 6:1; 2 Tim. 4:2).

J. The Christian conciliator shall encourage and support only scripturally sound decisions and actions (Micah 6:8).

2. Responsibility to Civil Authorities and Other Professionals and Organizations

A. The Christian conciliator shall respect the legitimate jurisdiction of civil authorities and shall cooperate with them as required by law, unless there is a clear scriptural reason to do otherwise (Acts 4:19; Rom. 13:1-7).

B. The Christian conciliator shall respect the relationships that the parties have with other professionals, such as pastors, attorneys, and counselors, and shall encourage such professionals to support the conciliation process.

C. The Christian conciliator shall not imply, either directly or indirectly, that he or she represents or speaks on behalf of any organization unless he or she has received express authorization to do so.

3. Responsibility to the Parties

A. The Christian conciliator shall maintain his or her conduct and relationship with the parties above reproach and in accord with the highest standards of biblical ministry.

B. The Christian conciliator shall exercise his or her influence soberly, carefully, and with the best interests of the parties in mind.

PART IV – STANDARD OF CONDUCT

C. The Christian conciliator shall obtain informed consent from the parties before an agreement to commence conciliation is reached. The conciliator shall define and describe the process of conciliation, its costs and fees, and his or her role in the process.

D. The Christian conciliator shall make every effort to provide parties with a fair and clearly defined process, and shall therefore work according to established rules of procedure.

E. The Christian conciliator shall clearly indicate that he or she will not serve either party as a legal advisor or advocate.

F. The Christian conciliator shall disclose all conflicts of interest, including any interest or relationship that is likely to affect impartiality or that might create an appearance of partiality or bias.

G. The Christian conciliator shall be impartial, that is, free from favoritism or bias either by word or by action, and shall be committed to serving all parties rather than a single party.

H. The Christian conciliator shall encourage the parties to make decisions based upon sufficient information and knowledge; at times this may require referring the parties to other people for relevant advice.

I. The Christian conciliator shall not voluntarily disclose information obtained through the conciliation process without the prior consent of all parties, unless such disclosure is required by law or is provided to the parties' churches or to others according to a disclosure agreement reached before conciliation began.

J. The Christian conciliator shall make every reasonable effort to expedite the conciliation process and to overcome unnecessary delays.

K. When the Christian conciliator offers counsel or is called upon to issue an advisory opinion or an arbitration decision, he or she shall do so in a just, independent, and deliberate manner.

L. The Christian conciliator shall encourage the parties to frankly evaluate his or her performance as a conciliator.

4. Responsibility to the Public

A. The Christian conciliator shall not represent him/herself as having qualifications, affiliations, or experience that he or she does not possess, nor shall the conciliator represent him/herself as being licensed by the state unless he or she is so licensed.

B. The Christian conciliator shall not use his or her knowledge, experience, or position for unfair personal benefit or gain.

Part V - Model Mediation/Arbitration Agreement

The following agreement may be used to submit a dispute to mediation and, if necessary, legally binding arbitration. Additional agreements and forms designed for Christian conciliation are available through the Christian Conciliation Service. Please seek legal counsel before using or modifying any language from this sample agreement.

We, the undersigned parties, are presently involved in a dispute with one another, and we hereby submit the issues described on the attached exhibit for mediation and, if necessary, legally binding arbitration before _____, who/which shall be considered to be the "Administrator" for the purposes of this Agreement.

We have received and read the *Rules of Procedure for Christian Conciliation (Rules)* of the Christian Conciliation Service™ (CCS, a division of Relational Wisdom 360), which are incorporated into this agreement by reference and which we agree to follow. (We understand that the CCS is not directly involved in this case and has no control over or responsibility for the conciliation process.) In particular, subject to the more detailed provisions of the Rules, we acknowledge and agree that

1. One or more conciliators will be nominated by the Administrator for our approval.
2. The conciliators will first attempt to assist us in reaching a voluntary settlement of this dispute through mediation. If we are unable to agree on a settlement, the conciliators may, at their discretion, issue an advisory opinion, which shall not be legally binding. If we are still unable to agree on a settlement, we agree to proceed to legally binding arbitration.
3. If we proceed to arbitration, a new panel of conciliators shall be appointed to serve as arbitrators, unless we unanimously agree to retain the original conciliators. We will abide by and perform any decision rendered by the arbitrators, and we agree that such a decision may be entered as a judgment of a court of competent jurisdiction. We realize that arbitration will be the exclusive remedy for this dispute and that we may not later litigate these matters in civil court.
4. We understand that neither the Administrator nor any conciliators, including those who happen to be attorneys, will provide any of us with the kind of legal advice or representation we would receive from a privately retained attorney. Furthermore, no conciliator, regardless of training or expertise, will be expected to provide any of us with the kind of advice or services that we would receive from an independent professional.
5. We agree to protect the confidentiality of this process and will not discuss these matters with people who do not have a necessary interest in them. Furthermore, we agree to treat all dealings with the Administrator in regard to this dispute as settlement negotiations, and we agree that all communications with the Administrator shall be inadmissible in a court of law or for legal discovery.
6. I understand that agreeing to arbitration may substantially affect my legal rights, and I acknowledge that I have been advised to contact my personal attorney regarding questions I may have concerning arbitration and its potential impact on my rights.

[Add signatures and date, and attach statement of "Issues and Remedies"]

Part VI – Conciliation Clauses for Contracts and Wills

Commented [KS1]: This entire section was modified on 1/31/21 to change recommendations regarding informal conciliation clauses to prevent misuse

Note: Conciliation clauses in contracts are like guardrails on a mountain road: as valuable as they are, you want to do all you can to avoid ever needing to use them. Therefore, one of the wisest things a church, ministry, school or business can do is to “get upstream of conflict” by training all their staff and members in the principles of relational wisdom and biblical peacemaking. For more information on how to do this, see rw360.org/rw-training.

One of the best ways to make sure that a conflict is resolved in a conciliatory and biblically faithful manner is to include conciliation clauses in any contracts you sign. Depending on how they are written, these clauses may either *informally encourage* or *formally and legally require* that any dispute related to a contract be resolved through biblically based mediation or arbitration rather than through litigation. These types of clauses are being used throughout the country in a wide variety of businesses, ministries, churches and schools.

Using these clauses may help you to avoid the stress and expense of the secular legal system. They should not be used merely for that reason, however. Nor should they be used as a means to conceal wrongdoing, place others at a disadvantage or deprive others of valid legal rights and protections. Instead, conciliation clauses should be used by those who are committed to biblical principles of peace, justice, and reconciliation, and who place a high priority on honoring God and preserving relationships even in the midst of conflict.

It is important to realize that legally binding versions of conciliation clauses may limit your ability, as well as the ability of other parties to a contract, to use the civil court system to resolve a dispute. Therefore, these types of clauses should be used only when all parties to a contract have been provided with complete and detailed information about the conciliation process so that they know precisely what they are committing to and what legal limitations they are accepting.

Conciliation clauses may be written in several ways, depending upon the preferences of the parties. RW360 recommends the language in the following clauses. There is no copyright on the clauses, and you are free to use them at your discretion. The legally binding versions of these clauses have been court-tested and should be modified only with the advice of legal counsel.

Conciliation Clause - Option A

The parties to this agreement are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, the parties agree that any claim or dispute arising from or related to this agreement shall be settled by biblically-based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Christian Conciliation Service™, a division of Relational Wisdom 360, (complete text of the Rules is available at rw360.org/ccshandbook). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall

PART VI – CONCILIATION CLAUSES FOR CONTRACTS AND WILLS

be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

Conciliation Clause - Option B (more concise language)

Any claim or dispute arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Christian Conciliation Service™, a division of Relational Wisdom 360 (complete text of the Rules is available at rw360.org/ccshandbook). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

Informal Commitments to Christian Conciliation for a Church

In light of the power imbalance that exists between church leaders and individual members, RW360 recommends that churches use *informal commitments to Christian conciliation* in church bylaws or membership covenants rather than legally binding clauses. For example:

(For bylaws) If there is a conflict between members or leaders of this church, we commit to making a sincere effort to resolve it according to the peacemaking principles set forth in Scripture rather than going to court (see, for example, Prov. 19:11; Matt. 5:9, 5:23-24, 7:3-5, 18:15-20; 1 Cor. 6:1-8; Eph. 4:29-32; Gal. 6:1; Phil. 2:1-4; rw360.org/peacemaking; rw360.org/gptc). If we are unable to resolve a conflict through personal conversations or informal mediation, or through the established disciplinary process of the church, we agree to give prayerful consideration to resolving the matter through formal Christian conciliation, which is described in the *Handbook for Christian Conciliation* (rw360.org/ccshandbook).

(For membership covenant) If I have a conflict with another member or a leader of this church, I commit to making a sincere effort to resolve it according to the peacemaking principles set forth in Scripture rather than going into civil court (see, for example, Prov. 19:11; Matt. 5:9, 5:23-24, 7:3-5, 18:15-20; 1 Cor. 6:1-8; Eph. 4:29-32; Gal. 6:1; Phil. 2:1-4; rw360.org/peacemaking; rw360.org/gptc). If we are unable to resolve a conflict through personal conversations or informal mediation, or through the established disciplinary process of the church, I agree to give prayerful consideration to resolving the matter through formal Christian conciliation, which is described in the *Handbook for Christian Conciliation* (rw360.org/ccshandbook).

These types of informal clauses encourage the use of conciliation while also ensuring that people will enter into such a process voluntarily and with the opportunity to carefully evaluate the process in light of their religious convictions (see, e.g., 1 Cor. 6:1-8) and to seek outside advice that enables them to thoughtfully decide whether this process is appropriate for their particular situation.

Conciliation Clauses for Employment Contracts

In light of the power imbalance that often exists between employers and employees, RW360 recommends that employers use an informal commitment to conciliation rather than a legally binding clause with their employees. An informal commitment makes it more likely that employees will enter into a conciliation process willingly and voluntarily, which will set the stage for a more productive and successful conciliation process. For example:

(Informal Clause for employment contract) If there is a conflict between [name of employee] and [name of company], we agree to make a sincere effort to resolve it through personal conversations or the grievance process established by [name of company] by applying the conflict resolution principles described in *Guiding People Through Conflict* (see rw360.org/gptc). If we are unable to resolve a conflict through these means, we agree to give prayerful consideration to resolving the matter through formal Christian conciliation, which is described in the *Handbook for Christian Conciliation* (rw360.org/ccshandbook).

Since there is usually less of a power imbalance between employers and management level employees, it is generally safe to include a legally binding conciliation clause (such as options A or B above) in these situations. Legally binding clauses can be especially appropriate in employment contracts involving pastors since the “[religious abstention doctrine](#)” might otherwise prevent a civil court from accepting a case, which could leave a pastor without a remedy if he has a major conflict with the church.

When using a legally binding clause, it is essential that all those concerned have carefully read all of the information related to such clauses (including the *Handbook for Christian Conciliation* and information on the Enforceability of Conciliation Clauses) and have had the opportunity to seek legal advice from an attorney. This kind of careful evaluation will ensure that all parties have been well informed of their rights and options and are entering into these agreements with genuine informed consent.

Some courts have placed limitations on the enforceability of legally binding mediation and/or arbitration clauses that are used in employment contracts, usually because of the financial burden that a mediation/arbitration process can place on an employee. One way to avoid this problem is to include this additional language in a legally binding employment conciliation clause:

The parties acknowledge that a conciliation process necessarily requires time and financial resources. To facilitate this process, [Employer’s Name] agrees to pay all initial fees and expenses that may be required by the mediator, case administrator, and/or arbitrator to carry out a conciliation process. The final apportionment between the parties of those fees and expenses shall be negotiated during mediation or, if necessary, decided by the arbitrator. The parties agree that they will make every reasonable effort to contain expenses by limiting the amount of fact-finding, investigation and discovery to what is reasonably necessary to conduct a fair conciliation process.

The **Association of Christian Schools International** has incorporated language similar to this in a model Mediation/Arbitration Clause they recommend for employment contracts in their

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schools (see details [here](#)). If a school prefers to commit to a conciliation process that involves the principles of relational wisdom and is administered under the auspices of RW360, we recommend that they change the first sentence in the second paragraph of the ACSI model clause to read as follows:

The parties agree for the arbitration process to be conducted in accordance with the "Rules of Procedure for Christian Conciliation" ("Rules") of the Christian Conciliation Service, a division of Relational Wisdom 360. A copy of the Rules may be obtained from the school office or at rw360.org/ccshandbook.

Conciliation Clauses for Christian School Enrollment Agreements

Christian schools can encourage biblical responses to conflict by including this type of conciliation clause in their student enrollment agreements:

If there is a conflict between members of our family and anyone associated with [name of school], we commit to making a sincere effort to resolve it according to the peacemaking principles set forth in Scripture (see, for example, Prov. 19:11; Matt. 5:9, 5:23-24, 7:3-5, 18:15-20; 1 Cor. 6:1-8; Eph. 4:29-32; Gal. 6:1; Phil. 2:1-4; rw360.org/peacemaking; rw360.org/gptc). If we are unable to resolve a conflict through personal conversations or informal mediation, or through the established disciplinary process of the school, we agree to give prayerful consideration to resolving the matter through formal Christian conciliation, which is described in the *Handbook for Christian Conciliation* (rw360.org/ccshandbook).

Conciliation Clauses in Trusts and Wills

Conciliation clauses may also be included in wills. Although conciliation language in wills is not legally enforceable in most states, it can still encourage people who have disagreements over a will to settle their differences in a conciliatory manner. The following language is appropriate for use in a will:

I believe that God wants Christians to make every effort to live at peace and to resolve disputes with one another in private or within the church (see Matthew 18:15-20; 1 Corinthians 6:1-8; Ephesians 4:1-3). I believe that obedience to these principles honors and pleases God, benefits those involved and may lead others to faith in Christ. Therefore, trusting that my family and friends will honor my beliefs and wishes, I ask that any questions or disputes that may arise during the administration of my estate be settled by mediation and, if necessary, arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Christian Conciliation Service™, a division of Relational Wisdom 360 (complete text of the Rules is available at rw360.org/ccsrules).

Helpful Facts

Conciliation clauses have been used successfully for many years. The language suggested above is similar to language that has been used for decades by the American Arbitration Association.

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Conciliation clauses may be used in almost any kind of contract. They are useful in employment, sales, construction, and professional services contracts.

Conciliation clauses are simple to use. Even though there are basic steps that must be followed when using them, these clauses are not complex. Once you understand the underlying concept, you may use them in many kinds of contracts.

Conciliation clauses can save you a great deal of time, money, and energy. A lawsuit can consume thousands of dollars, deplete you emotionally and spiritually, distract you from important activities and people, damage your reputation, and continue for years. A conciliation clause can help you to stay out of court and avoid many of these hardships.

Conciliation clauses can help to preserve valuable relationships. When conflict erupts over a contract and people go to court, the adversarial process often damages their relationships beyond repair. In contrast, conciliation provides a way to settle substantive issues while at the same time resolving personal differences and promoting genuine reconciliation, allowing people to resume their personal and business relationships.

Conciliation clauses are legally enforceable. Both state and federal courts will usually enforce conciliation agreements that require arbitration. If a dispute arises and either party refuses to participate in conciliation efforts, the other party may petition a court for an order to compel the parties to proceed with mediation and arbitration. Similarly, if either party files a lawsuit regarding a contract violation, the other party may ask the court to stop the suit and direct the parties to proceed with conciliation. Numerous courts have held that these types of conciliation clauses as well as resulting conciliation decisions are valid and enforceable (see cases at rw360.org/ccscases).

Conciliation clauses do not affect other rights. When you sign a contract containing a conciliation clause, only your rights and responsibilities related to that particular agreement are affected.

The best time to agree on how to settle a conflict is before it arises. When people are initially negotiating a contract, they are usually on friendly terms and seldom expect serious problems in their relationship. If a conflict arises later, however, trust evaporates quickly; people often become defensive, suspicious, and hostile, and may refuse to agree to conciliation. Therefore, the best time to suggest using conciliation is when a contract is first being written and both sides are inclined to see a conciliation clause as a prudent, non-threatening precaution.

Conciliation clauses may be implemented even if there is not an established Christian conciliation ministry in the parties' community. The language proposed by the Christian Conciliation Service commits the parties to a defined process, not to a particular conciliator. If a conflict develops and conciliation is necessary, the parties may ask leaders from their respective churches or other respected individuals in their community to settle the matter using the Christian Conciliation Service's Rules of Procedure. If such assistance is not easily available, they may bring in experienced conciliators from another location. (If the parties cannot agree on who will handle their case, the Rules provide that the Christian Conciliation Service will make that decision.)

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It is wise to talk with an attorney before using a conciliation clause. In some states conciliation clauses must be written in a certain way to be legally binding. A visit with an attorney can confirm your commitment to avoid litigation, alert you to local requirements, and ensure the enforceability of a conciliation clause in your contract.

The Christian Conciliation Service has materials that can help you explain the benefits of using conciliation clauses. One of the best ways to persuade other people to agree to use a conciliation clause is to encourage them to visit our web site and provide them with copies of relevant documents.

If you begin using conciliation clauses today, you are taking a wise precaution against unnecessary stress and expense in the future. Moreover, by openly committing yourself to the conflict resolution principles set forth in Scripture, you will be making a clear statement that you trust in God and desire to follow his principles in every aspect of your life.

Please feel free to contact the Christian Conciliation Service for more information about the use of conciliation clauses.