

Guidelines for Christian Conciliation

Version 4.7

ICC Peace

www.iccpeace.com

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is under the stewardship of ICC Peace.

Institute for Christian Conciliation

Important Notice

These Guidelines are designed to provide an introduction and procedural framework for biblical mediation and arbitration, otherwise known as Christian conciliation. The concepts and rules set forth on these pages may be used by anyone who is assisting others in resolving a conflict. Model Case Forms and other resources designed to facilitate Christian conciliation are available.

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 Institute for Christian Conciliation 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. Please see Part II of the Guidelines for more information on how to commence conciliation through the Institute for Christian Conciliation.

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—Frequently Asked Questions & Introduction to Christian Conciliation

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 in this booklet 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 Certified Christian Conciliator™, a local church, or a formally established conciliation ministry, such as the Institute for Christian Conciliation.

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
- 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 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 \$50 to \$350 per hour. 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.

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 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).

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 law, mediation helps them to see what they should do as a matter of conscience. (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: "Do not pervert justice; do not show partiality to the poor or favoritism to the great, but judge your neighbor fairly" (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.

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 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.

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, each of you must put off falsehood and speak truthfully to his neighbor (Eph. 4:25).
- Do what is just and merciful: And what does the Lord require of you? To act justly, and to love mercy, and to walk humbly with your God (Mic. 6:8).

- Accept responsibility for your actions and admit your wrongs: First take the plank out of your own eye, and then you will see clearly enough to remove the speck from your brother's eye (Matt. 7:5).
- Keep your word: Simply let your "yes" be "yes," and your "no" be "no" (Matt. 5:37).
- Be concerned about the interests of others: Each of you should look not only to your own interests, but also to the interests of others (Phil. 2:4).
- Listen carefully to what others say: He who answers before listening, that is his folly and his shame (Prov. 18:13).
- Overlook minor offenses: A man's wisdom gives him patience; it is to his glory to overlook an offense (Prov. 19:11).
- Confront others constructively: Do not let any unwholesome talk come out of your mouths, but only what is helpful for building others up according to their needs, that it may benefit those who listen (Eph. 4:29).
- Be open to forgiveness and reconciliation: Be kind and compassionate to one another, forgiving each other, just as in Christ God forgave you (Eph. 4:32).
- Change harmful attitudes and behavior: He who conceals his sins does not prosper, but whoever confesses and renounces them finds mercy (Prov. 28:13).
- Make restitution for any damage you have caused: If a man uncovers a pit or digs one and fails to cover it and an ox or a donkey falls into it, the owner of the pit must pay for the loss (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 in everything, do to others what you would have them do to you, for this sums up 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 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 conciliator is an active Certified Christian Conciliator™ with the Institute for Christian Conciliation™ (ICC), or is a candidate currently enrolled in the ICC Certification Program, you may also contact the ICC.

You will be encouraged to try to resolve the matter privately and with the assistance of your church. In addition, if it appears that the conciliator may have violated the ICC Standard of Conduct for Christian Conciliators, the ICC will investigate your complaint and may take remedial or restorative disciplinary actions against the conciliator. *Please note:* the ICC has no authority over Christian conciliators outside of the ICC 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:

If any of you has a dispute against another, dare he take it before the ungodly for judgment instead of before the saints? Do you not know that the saints will judge the world? And if you are to judge the world, are you not competent to judge trivial cases? Do you not know that we will judge angels? How much more the things of this life! Therefore, if you have disputes about such matters, appoint as judges even men of little account in the church! I say this to shame you. Is it possible that there is nobody among you wise enough to judge a dispute between believers? But instead, one brother goes to law against another—and this in front of unbelievers!

The very fact that you have lawsuits among you means you have been completely defeated already. Why not rather be wronged? Why not rather be cheated? Instead, you yourselves cheat and do wrong, and you do this to your 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 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.

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:

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:

Therefore, if you are offering your gift at the altar and there remember that your brother has something against you, leave your gift there in front of the altar. First go and be reconciled to your brother; then come and offer your gift. Settle matters quickly with your adversary who is taking you to court. Do it while you are still with him on the way (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 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.

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 show him his fault, just between the two of you. If he listens to you, you have won your brother over. But if he will not listen, take one or two others along, so that "every matter may be established by the testimony of two or three witnesses." If he refuses to listen to them, tell it to the church; and if he refuses to listen to the church, treat him as you would a pagan or a tax collector.

I tell you the truth, whatever you bind on earth will be bound in heaven, and whatever you loose on earth will be loosed in heaven. Again, I tell you that if two of you on earth agree about anything you ask for, it will be done for you by my Father in heaven. For where two or three come together in my name, there am I with them.

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 www.iccpeace.com and asking them to review the Basic Principles, Frequently Asked Questions, and Rules of Procedure for Christian Conciliation. You may also want to provide them with a copy of these *Guidelines for Christian Conciliation*, a Peacemaker brochure, and maybe even a copy of *Resolving Everyday Conflict* (book), or *The Peacemaker* and *The Peacemaker Workbook*.

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 pursuant to the ICC Rules of Procedure, you may be able to proceed in the absence of the other party. Please seek legal counsel and carefully read the ICC Rules

of Procedure—paying particular attention to ICC 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. For more information, see Part III of this booklet.

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

Yes. Peacemaker Ministries has developed resources and training to help Christian organizations learn and practice biblical conflict resolution. Please contact our office or visit www.iccpeace.com for more information.

Part II—How to Commence Conciliation

In Matthew 18:15-20, Jesus teaches that Christians should attempt to resolve their differences as privately and informally as possible. Therefore, the Institute for Christian Conciliation (ICC) encourages parties to explore personal solutions to conflict before involving outside conciliators. This process involves one or more of the following steps:

You should begin by obtaining guidance on how to resolve a dispute personally and privately. We encourage you to visit www.iccpeace.com and begin your study by reviewing the Basic Principles, True Stories, and Getting Help sections. In addition, we suggest that you read *Resolving Everyday Conflict*, and complete *The Peacemaker Workbook*.

If these resources do not answer all your questions, it would be wise to ask for personal guidance from a leader in your church or from the ICC. By learning more about biblical principles of confession, confrontation, negotiation, and forgiveness, you may find that you can talk more effectively with the other party and arrive at a mutually satisfactory agreement. One of our resources, *Guiding People Through Conflict*, is an excellent tool to help guide you through the steps of biblical peacemaking.

Next, if private efforts do not resolve a conflict, we encourage you to find one or more local conciliators who will meet with you and the other party to facilitate a solution. These conciliators could be mutual Christian friends, leaders in your respective churches, or respected Christians in your community. Even without special training such people can often promote agreement by improving communication, offering insights on relevant Scriptures, and suggesting creative solutions. If additional support is needed, these people may visit www.iccpeace.com and review biblical peacemaking resources with you. They may also contact the ICC for advice that will help them serve effectively as peacemakers.

In many cases it is helpful to ask the other party's pastor to assist you in resolving a dispute. The following sample is the type of letter you could write to seek such support:

Dear Pastor Smith,

I am involved in a dispute with John Jones, who is a member of your church. John and I have not been able to resolve this matter in private. Therefore, in the light of 1 Corinthians 6:1-8 and Matthew 18:15-20, I would deeply appreciate it if you or another leader in your church would be willing to arrange a meeting between us and help us come to an agreement.

In fairness to John, I will not go into any detail about the dispute in this letter, other than to say that it involves John's purchase of a business from me. I will wait until he and I are with you so you can hear both of our perspectives at the same time. If you or one of the elders in your church would be willing to help us resolve this matter, I would be able to meet with you and John any evening but Tuesday during the next few weeks. I would like to ask one of the elders from my church to meet with us as well.

I know you have many other things to do, and I regret having to burden you with this request. In the interest of peace and unity among Christians, however, I don't feel I can leave matters unresolved between John and me, nor do I want to use the court system to settle this dispute. I would deeply appreciate your assistance. (By the way, I have sent a copy of this letter to John so he knows what I have communicated to you.)

If the efforts above do not resolve a conflict, or if you need a conciliator with special expertise, you may submit the matter to a Christian conciliator. To open a case with the ICC, please read the Getting Help section of our web site and complete the Request for Conciliation Assistance form. (You may also check www.iccpeace.com for information to ask to schedule a call with a conflict coach.) If you are faced with an emergency situation—such as a legal action that requires a response in less than 72 hours, or a sexual abuse incident involving a child—please ask to speak directly with the ICC Case Manager.

Please note: the term “Christian conciliator” is a generic term that can be used by anyone. ICC's network of Christian conciliators includes Certified Christian Conciliators™ with the Institute for Christian Conciliation™ and candidates currently enrolled in the ICC Certification Program. Other “Christian conciliators” are not formally associated with the ICC.

The Peacemaker's Pledge—A Commitment to Biblical Conflict Resolution

As people reconciled to God by the death and resurrection of Jesus Christ, we believe that we are called to respond to conflict in a way that is remarkably different from the way the world deals with conflict.¹ We also believe that conflict provides opportunities to glorify God, serve other people, and grow to be like Christ.² Therefore, in response to God's love and in reliance on his grace, we commit ourselves to respond to conflict according to the following principles:

Glorify God

Instead of focusing on our own desires or dwelling on what others may do, we will rejoice in the Lord and bring him praise by depending on his forgiveness, wisdom, power and love, as we seek to faithfully obey his commands and maintain a loving, merciful, and forgiving attitude.³

Get the Log Out of Your Eye

Instead of blaming others for a conflict or resisting correction, we will trust in God's mercy and take responsibility for our own contribution to conflicts—confessing our sins to those we have wronged, asking God to help us change any attitudes and habits that lead to conflict, and seeking to repair any harm we have caused.⁴

Gently Restore

Instead of pretending that conflict doesn't exist or talking about others behind their backs, we will overlook minor offenses or we will talk personally and graciously with those whose offenses seem too serious to overlook, seeking to restore them rather than condemn them. When a conflict with a Christian brother or sister cannot be resolved in private, we will ask others in the body of Christ to help us settle the matter in a biblical manner.⁵

Go and Be Reconciled

Instead of accepting premature compromise or allowing relationships to wither, we will actively pursue genuine peace and reconciliation—forgiving others as God, for Christ's sake, has forgiven us, and seeking just and mutually beneficial solutions to our differences.⁶

By God's grace, we will apply these principles as a matter of stewardship, realizing that conflict is an opportunity, not an accident. We will remember that success, in God's eyes, is not a matter of specific results but of faithful, dependent obedience. And we will pray that our service as peacemakers brings praise to our Lord and leads others to know his infinite love.⁷

¹ Luke 6:27-36; Gal. 5:19-26; Matt. 5:9. ² 1 Cor. 10:31-11:1; Rom. 8:28-29; James 1:2-4. ³ Ps. 37:1-6; Mark 11:25; John 14:15; Rom. 12:17-21; 1 Cor. 10:31; Phil. 4:2-9; Col. 3:1-4; James 3:17-18; 4:1-3; 1 Peter 2:12. ⁴ Prov. 28:13; Matt. 7:3-5; Col. 3:5-14; Luke 19:8; 1 John 1:8-9. ⁵ Prov. 19:11; Matt. 18:15-20; 1 Cor. 6:1-8; Gal. 6:1-2; Eph. 4:29; 2 Tim. 2:24-26; James 5:9. ⁶ Matt. 5:23-24; Matt. 6:12; Eph. 4:1-3, 32; Matt. 7:12; Phil. 2:3-4. ⁷ Matt. 25:14-21; 1 Peter 2:19, 4:19; Rom. 12:18; John 13:34-35.

Part III—Conciliation Clauses for Contracts and Wills

One of the best ways to make sure that a conflict is resolved constructively is to include a conciliation clause in any contract you sign. These clauses are legally enforceable and require that any dispute related to the contract be resolved through biblically-based mediation or arbitration rather than through litigation.

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.

Conciliation clauses should be used by those who are truly 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.

Conciliation clauses may be written in several ways, depending upon the preferences of the parties. The Institute for Christian Conciliation™ (ICC) has developed and recommends the language in the following three clauses. There is no copyright on these clauses, and you are free to use them at your discretion. Should you use these clauses, it would be wise to provide the parties with a copy of the Rules of Procedure referenced therein. This language has been court-tested and should be modified only with advice of legal counsel:

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 Institute for Christian Conciliation, (complete text of the Rules is available at www.iccpeace.com). 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.

If you prefer more concise language, you may use a clause like this:

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 Institute for Christian Conciliation (complete text of the Rules is available at www.iccpeace.com). 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.

These clauses are being used throughout the country by a wide variety of churches, businesses, ministries, and schools.

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 Institute for Christian Conciliation.

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.

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. For an example of a federal court decision upholding a clause that required Christian conciliation according to the ICC Rules of Procedure, *see* Encore Productions, Inc. vs. Promise Keepers, 53 F. Supp. 2d 1102 (D. Colorado, 1999).

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 ICC 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 ICC 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 ICC will make that decision.)

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. For example, Montana requires that notice of arbitration provisions be printed on the front page of a contract in underlined capital letters (e.g., "THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE MONTANA ARBITRATION ACT, TITLE 27, CHAPTER 5, MONTANA CODE ANNOTATED"). Texas requires that certain arbitration clauses be signed by legal counsel, and California has special requirements for clauses involving medical malpractice or real estate transactions. 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 ICC 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 The Peacemaker brochure and these Guidelines.

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 a local Christian conciliation ministry or the ICC for more information about the use of Christian conciliation clauses.

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A. 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 Institute for Christian Conciliation™, a local Christian conciliation ministry, 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.

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

Conciliators shall take into consideration any state, federal, or local laws that the parties bring to their attention, but the Holy Scriptures (the Bible) shall be the supreme authority governing every aspect of the conciliation process.

5. 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 a statement of the issues to be resolved. Arbitration agreements shall also contain a statement of 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.

F. The Rules of Procedure for Christian Conciliation in effect when conciliation is initiated shall apply.

G. 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.

H. 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).

6. Involvement of Insurer

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 shall be invited to participate in the conciliation process in order to facilitate a prompt and equitable resolution. A participating insurer shall have the same privileges under these Rules as a party with regard to selecting an Administrator and appointing conciliators.

7. 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, but not 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.

8. Selecting an Administrator

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

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 determined otherwise by the arbitrators (see Rule 40C).

F. If the Institute for Christian Conciliation administers a dispute submitted to conciliation pursuant to a conciliation clause in a contract, the Institute for Christian Conciliation Fees and Costs schedule in effect when conciliation is initiated shall apply. If paid conciliators are appointed for the case, the Administrator shall set their rate of compensation.

10. Appointment of Conciliators

A. 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 Institute for Christian Conciliation's Standard of Conduct for Christian Conciliators.

B. 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 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. 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.

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 may contact the attorney to discuss the case and invite his or 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.

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 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.

20. Exclusion from Liability

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

B. 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 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.

C. ARBITRATION RULES

25. Description of Issues and Remedies

At the outset of arbitration, the parties shall describe the issues and desired remedies that they wish the arbitrators to consider. The arbitrators shall consider only those issues that are consistent with the parties' original arbitration or mediation/arbitration agreement, or which are contemplated by an earlier contract between the parties that contains a conciliation clause.

26. Approval of Panel

At the outset of arbitration, the parties shall sign forms approving the appointment of the arbitrators. If the parties refuse or are unable to agree on

arbitrators, arbitrators shall be appointed pursuant to Rule 10.

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. Pre-hearing Conferences and 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 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 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

temporary arbitrators appointed by the Administrator. If an Administrator has not yet been appointed, the Institute for Christian Conciliation 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

All documents shall be delivered in person, by facsimile transmission (fax), by United States mail, or by private carrier to the last known address of the parties as given to the Administrator. Notice and other documents shall be considered to have been received on the day they are personally received or transmitted by fax, or on the day after they were postmarked, whichever is earlier.

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.

34. Arbitration Proceedings

A. Arbitration proceedings shall be conducted according to the same format as mediation proceedings (see Rule 22), except as limited by these Arbitration Rules.

B. The arbitrator shall have the power to rule on his or 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. The arbitrator may rule on such objections as a preliminary matter or as a part of the final award.

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 a subsequent hearing attended by all parties.

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 render a written decision (award). Whenever possible, it shall be issued within thirty (30) days after the closing of the final hearing.

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 arbitrators 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 as a result of the conciliation process. The arbitrators may also grant to any party any reasonable fees, costs, and expenses related to the resolution of a dispute, including attorney fees. 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; or (2) when a party necessarily incurred significantly higher costs than another party, such as travel expenses, in order to participate in conciliation. 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.

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 contained in the Model Case Forms for Christian Conciliation. *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 Institute for Christian Conciliation™, which are incorporated into this agreement by reference and which we agree to follow. (We understand that the Institute 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.

(Document should be signed and dated.)

Part VI—Standard of Conduct for Christian Conciliators

The Institute for Christian Conciliation™ (ICC), requires all Certified Christian Conciliators™ and candidates in the ICC Certification Program to conduct themselves according to this Standard.

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; and

(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 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.

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.