



*God's Word Speaks — Students Listen*

## ***Read Thru The Word***

[www.readthrutheword.com](http://www.readthrutheword.com)

***PLEASE READ THIS DOCUMENT CAREFULLY! It contains very important information about your rights and obligations, as well as limitations and exclusions that may apply to you. As our assurance of dealing in good faith, this document contains a dispute resolution clause, and the complete Rules of Procedure for Christian Conciliation.***

***INTRODUCTION & PURPOSE:*** The two parties who have entered into this agreement and contract, that is, Learning Links Publishers, hereafter referred to as Publisher, and \_\_\_\_\_, hereafter referred to as School, understand and agree to the idea that the purpose of this contract is to settle in advance a clear understanding of mutual expectations to be performed under this contract by the two respective parties, so that each party may faithfully execute its responsibilities for the mutual benefit of both parties and for the students and teachers who will benefit from this contract.

The **School** considers the Pilot School status granted hereunder, and the significant benefits accompanying that status, a distinct honor and privilege, and will do everything within reason to fulfil its obligations hereunder. **Publisher** considers the status of Pilot School granted to be a distinct honor and privilege for the Publisher because of the benefits and blessings it will receive through this working partnership. In any case where a misunderstanding of contract obligations develops, the two parties to this agreement hereby pledge and contract themselves to discuss and negotiate the differences until all is resolved to both parties' satisfaction.

### ***PUBLISHER AND PILOT SCHOOL AGREE THAT:***

#### ***A. REGARDING DEFINITIONS:***

- 1. Read Thru The Word, RTTW, Bible curriculum, and curriculum,*** as used in this agreement all refer to the Bible curriculum being developed by **Learning Links Publishers** of Stockton, California, which is now available for Pilot School use as of fall, 2012.
- 2. The ACSI Bible Assessment subtest*** refers to the subtests offered at each grade level as options for ACSI member schools which use the TerraNova 3, ACSI Edition Achievement Test, and which are available through ACSI Colorado Springs, Colorado, office.
- 3. Publisher*** is a reference to **Learning Links Publishers**, the publisher, the owner of which has signed this agreement. ***Publisher/Author*** refers to Leon C. Stansfield.
- 4. Pilot School*** is a reference to the school whose name is listed at the top and bottom of this agreement and whose chief school administrator, and/or board chairman has signed this agreement.

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**REGARDING EXPECTATIONS AND LIMITATIONS OF USE OF MATERIALS:**

1. Pilot School which elects to use either the **NIV 170** or **KJV 170** plan will schedule **five** fifty-minute Bible class periods each five-day school week with a minimum of not less than 175 classes scheduled (and 170 net minimum Bible class periods expected) per school year for **two consecutive school years** in order to fulfil the basic time requirements of this curriculum per the school's standard and usual Bible class scheduling.

**OR:** Pilot School which elects to use the **KJV 136** plan will schedule **four** fifty-minute Bible class periods each regular school week with a minimum of not less than 140 classes scheduled (and 136 net minimum Bible class periods expected) per school year for **two consecutive school years** in order to fulfil the basic time requirements of this curriculum per the school's standard and usual Bible class scheduling.

2. Pilot School will appoint one or more teachers to implement this curriculum in regular daily Bible classes and provide timely and regular feedback to the publisher of a useful and critical nature designed to assist publisher in making necessary **corrections** in grammar, spelling, vocabulary lists, and **content of all materials** provided to Pilot School. Such feedback, as far as possible, will go beyond corrections to include **suggestions** and **ideas** to improve this curriculum prior to publication of the First Revised Edition. This feedback will continue, as appropriate, for up to six months beyond the end of the pilot period so that all useful feedback may be communicated to the publisher.

3. Pilot School will involve those who are the teachers, administrators, coaches and the Program Coordinator for **Read Thru The Word** in **weekly or monthly feedback to the publisher** according to the details given in separate sections of this contract entitled **Pilot School Organization Chart** and **Communication Plan for Pilot Schools**.

4. Direct communication with the publisher by any classroom teacher is welcome at any time by telephone, fax, email, Skype, or U.S. mail for discussion of questions or challenges which are not specifically addressed in the **Teacher Manual**.

5. Pilot School agrees that classroom Bible teachers who implement **Read Thru The Word** curriculum will understand that they are expected to implement the written lessons plans strictly as written insofar as possible, and **to make every reasonable effort to fully implement the written plans in all their details** including (a) following as closely as possible to the suggested class time schedule, (b) including each part of the lesson plan as written, (c) administering quizzes and tests within the guidelines provided in the **Read Thru the Word Teacher Manual**, and (d) using all of the written lesson plans, quizzes, and tests provided. The entire curriculum will be taught and completed by Pilot School from Genesis through Ecclesiastes for Year 1, and Song of Solomon through Revelation for Year 2.

6. **The ACSI Bible Assessment subtests to be administered.** Pilot School agrees to use the **ACSI Bible Assessment subtest** for the appropriate grade during the regular spring use of the TerraNova 3, ACSI Edition Achievement Test **during the spring prior** to beginning each year of

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the *RTTW* curriculum. (At this time that would be beginning the spring of 2012, if the school will begin its use of *RTTW* as of fall 2012.) Further, the Pilot School agrees to share with the publisher of *RTTW* the results of the ACSI Bible Assessment subtests (individual class summary data only, in the form of **charts on forms provided**), showing by individual class, the number of students in each of the following categories of achievement in the Bible subtest: **Below Basic, Basic, Proficient, and Advanced** for the **spring prior to beginning** the use of *RTTW* and the **spring following each year of its use**. Such data may be used in Learning Links' advertising when preparing to enlarge the marketing campaign for *Read Thru The Word* on a nationwide or international scale.

7. Pilot School will administer to students and parents *one survey each pilot school year* as contained and scheduled in the **Teacher Handbook** (and on the Program Flash Drive), and also will respond to any additional teacher, student, or parent surveys regarding *Read Thru The Word* sent to Pilot School during the pilot period in effect, and for up to six months beyond the end of the pilot period, as appropriate and/or as requested by the publisher. The basic required survey forms are provided to Pilot School by including them in the **Teacher Handbook - Appendix** as well as on the Program Flash Drive. Any additional surveys will be provided by mail, email, or fax, for reproduction and distribution to teachers, students, or parents of students enrolled in *Read Thru The Word*.

8. No unauthorized copies of the *RTTW* Bible curriculum shall be made by Pilot School or its agents at any time — that is, for use by teachers or students not included under this contract — in respect of U.S. copyright laws, the rights of the publisher, and the specific benefits granted to Pilot School by this agreement.

9. No sharing (by giving copies) of these curriculum materials will be permitted with unauthorized organizations, classes, teachers, or others who might knowingly or unknowingly infringe upon the copyright. **However**, sharing (by showing, or demonstrating the program in action) of *Read Thru the Word* is encouraged and will be rewarded if such sharing results in sales of the curriculum.

10. All requests for such sharing or samples of curriculum **materials** by unauthorized organizations, classes, teachers, or others (i.e. non-Pilot School educators or schools) will be referred by the Pilot School to the publisher.

11. Pilot School agrees to serve as a reference for the curriculum during national and international marketing by the publisher. Upon the completion or near completion of the two-year Pilot School program the Pilot School agrees to the publication of its name and contact information in selected marketing projects by the publisher or the publisher's representative. The Pilot School agrees to receive and respond appropriately, honestly, and candidly to all communications from schools considering the adoption or purchase of *Read Thru The Word* Bible Curriculum. This may include email, regular mail, telephone, fax and any other standard or popular means of communication. The Pilot School will keep a log of such calls and report summary data (date, number of calls, and total calls for each month) to the publisher upon request or at six month intervals. Records will be kept up to one year beyond the end of the Pilot

program for schools which do not purchase the regular *RTTW* curriculum at the end of the Pilot program, and up to five years beyond the end of the Pilot Program for schools which purchase the regular *RTTW* curriculum.

12. At the publisher’s option, Pilot School agrees to permit the video recording of any and all training sessions provided by publisher for the production of a video training course which could be made available to schools adopting *RTTW*.

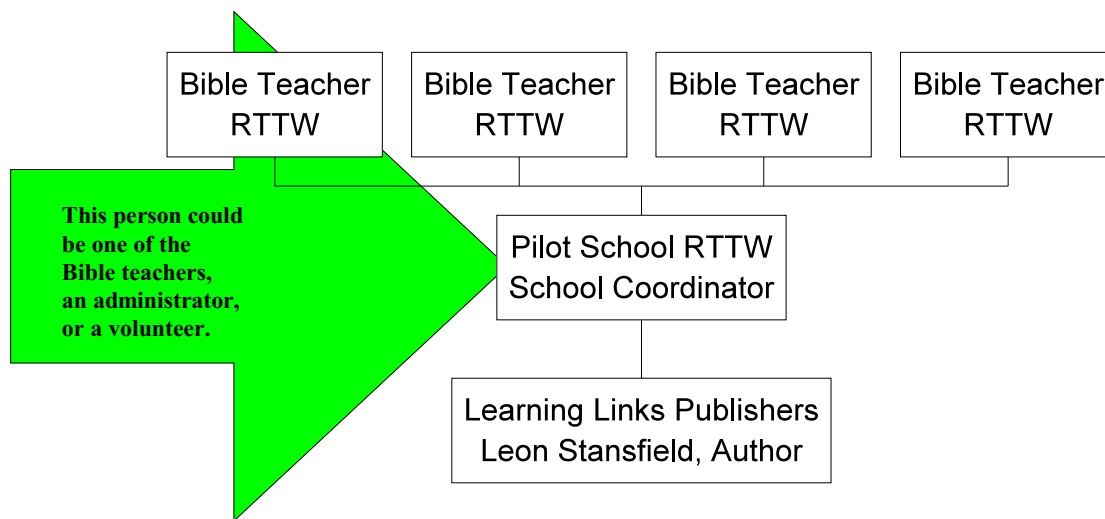
13. Pilot School agrees to permit the video recording of (1) actual class sessions of *RTTW*, (2) of interviews with teachers of *RTTW*, and (3) of students in the *RTTW* Bible class, with the understanding that any of such video recording will be arranged in advance with the Pilot School.

14. Pilot School will accept unexpected delays in the shipping and/or receipt of curriculum materials which are beyond the publisher’s ability to change.

### PILOT SCHOOL ORGANIZATION CHART

for

*Read Thru The Word*<sup>TM</sup> (*RTTW*)



15. Pilot School will be considered as having entered its first year of pilot use of these curriculum materials only if and when it has received essentially all curriculum materials necessary to operate the curriculum **not later than one week prior to the first day of school** for any academic school year.

#### 16. COMMUNICATION PLAN FOR PILOT SCHOOLS:

Every effort will be made by the publisher to exceed this date by significantly earlier delivery to the school of such materials, as stated in our **Projected Dates List** (see attached page 12).

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DAILY COMMUNICATION: *Read Thru The Word* Bible teachers will communicate freely on a **daily basis** among themselves to discuss any and all aspects of the program, with the goal of (1) improving the overall program, (2) providing the students with the best possible experience, and (3) communicating to the publisher any suggestions for improving the program including any of the aspects of the program discussed in the *Read Thru The Word Teacher Manual* or in this **Pilot School Contract**.

17. DAILY NOTEBOOKS: Each *RTTW* Bible teacher will maintain a loose-leaf or spiral bound notebook, or computer file in which he or she writes spontaneous notes, comments, and questions on a daily basis, which are to be communicated to other *RTTW* teachers and to the publisher. *Any* ideas are good and appropriate in this notebook. If desired by the school's *RTTW* program coordinator, these ideas can then be put through a group evaluation process during weekly *RTTW* teacher meetings. Notes to be included in these notebooks are:

- **Lesson** Number, **Quiz** Number, or **Book Test** Name — as a reference point.
- Words to be added to the **Vocabulary Word List** for the translation being used.
- Needed corrections: typos, grammatical errors, etc.
- Suggested changes of any kind to lessons, quizzes, tests, Teacher Manual, etc.
- Questions for the author/publisher.

18. WEEKLY *RTTW* BIBLE TEACHER MEETINGS. Once each week the *RTTW* Bible teachers should meet with the Program Coordinator for 15 to 30 minutes to discuss progress and problems. At this time teachers can share from their daily notebook entries. The Pilot School *RTTW* Program Coordinator will summarize these meetings in an e-mail to the publisher/author. Any suggestions for improving the program which are agreed upon by the group as a whole will be included in the e-mail and forwarded by the Program Coordinator to the publisher/author, Leon Stansfield, at [info@readthrutheword.com](mailto:info@readthrutheword.com). Thus, the weekly email from the Program Coordinator to the publisher/author should include general comments about the ongoing success or challenges which teachers are having, along with specific suggestions as outlined above. These **weekly** emails will be reviewed carefully by the publisher/author and **weekly feedback** shared with all Pilot Schools via email. If there is just one teacher in the Pilot School using *RTTW* it is to be understood that this teacher will fulfil the role of Pilot School *RTTW* Coordinator, as described at various places within this agreement.

## ***B. REGARDING SPECIAL CONSIDERATIONS:***

**1. All glory and honor is due to our Lord Jesus Christ for the opportunity to make this Bible curriculum available to schools, teachers and students. We recognize and make request for the hand of God upon this project from inception to completion.**

**2. Under this limited time special opportunity NO payment will be made by Pilot School for materials ordered. Shipping will be made only after this contract is negotiated, appropriately signed, and received by Publisher. Any return of items to the shipping source must be pre-authorized by the source per their standard returns policy.**

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3. All materials must be ordered from [www.readthrutheword.com](http://www.readthrutheword.com) - Learning Links Publishers.

4. This contract may be voided **by mutual agreement** at any time. Such voiding of the contract is only officially sealed when publisher receives notice **in writing** signed by the Pilot School's current head administrator or board chairperson.

5. It is mutually agreed that this contract may be voided **unilaterally** by the publisher should the publisher cease publication of these materials at any time and for any reason.

6. This contract is binding upon the heirs, successors, and assigns of both parties.

7. 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, if such disputes cannot be resolved in private through simple communication, (as previously affirmed in the Introduction and Purpose paragraph at the beginning of this contract) 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**, a division of Peacemaker® Ministries, which, by reference, are an integral part of this contract (and are attached hereto for reference). An **Administrator /Conciliator** who is formally trained and certified by **Peacemaker Ministries** and who is experienced in the conciliation process shall be selected or approved by **the Institute for Christian Conciliation (a division of Peacemaker Ministries)**. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole and final remedy for any controversy or claim arising out of this agreement, and they expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

8. The **venue** for settling disputes will be **San Joaquin County, California, or other venue selected by the publisher**. The **Pilot School** agrees to send a legal representative (carrying legal power of attorney) to **Stockton, California, or to another city within 100 miles of the venue chosen by the publisher**, where the **Publisher/Author** and the **Pilot School** legal representatives will lay out their case before the mediator and/or arbitrator for settlement.

**C. BENEFITS TO THE PILOT SCHOOL:**

1. All materials will be provided by publisher ***completely free of charge*** during the two school year Pilot School period, and at a significant savings over market prices, ***for the following eight years for Pilot Schools which successfully complete the two year Pilot program, and which desire to continue to use the Read Thru The Word curriculum. Shipping and handling and any applicable taxes are NOT included in the figures shown.*** Prices will not exceed the following schedule:

Calendar Year <sup>1</sup>	School Years	Discounts <sup>2</sup> for Pilot Schools <sup>3</sup>
2012	2012-2013	FREE
2013	2013-2014	FREE
2014	2014-2015	25%
2015	2015-2016	25%
2016	2016-2017	20%
2017	2017-2018	18%
2018	2018-2019	16%
2019	2019-2020	14%
2020	2020-2021	12%
2021	2021-2022	10%

<sup>1</sup> Although the discounts will coincide with calendar years it is assumed that most, if not all, orders for materials will be placed during the months of April through November of each calendar year for the school year beginning in September of the same calendar year.

<sup>2</sup> Discounts will apply to all purchases from [www.readthrutheword.com](http://www.readthrutheword.com).

<sup>3</sup> A **Pilot School** is a school which agrees, in advance, to use both the 7<sup>th</sup> grade (1<sup>st</sup> year) and 8<sup>th</sup> grade (2<sup>nd</sup> year) materials which take the student from Genesis 1 through Revelation 22 during two sequential school years. It is understood that this two year program may be used for ***any two consecutive*** grades 7 through 12. Grade 7 here could mean grade 8, 9, 10, or 11, and Grade 8 here could mean grade 9, 10, 11, or 12.

2. In the event that the publisher offers prices to the general public which are lower than those provided in this contract, the Pilot School has every right to claim the lower prices.

3. Publisher reserves the right to reward the Pilot School beyond the benefits specifically named in this agreement based upon feedback given to publisher ***which specifically benefits and prospers this project above and beyond basic expectations.***

If known, please list:

School Administrator's Email address: \_\_\_\_\_  
School Fax Number: \_\_\_\_\_

**RTTW** Program Coordinator's name: \_\_\_\_\_  
**RTTW** Program Coordinator's school telephone number: \_\_\_\_\_  
**RTTW** Program Coordinator's home telephone number: (     ) \_\_\_\_\_ - \_\_\_\_\_  
**RTTW** Program Coordinator's cell telephone number: (     ) \_\_\_\_\_ - \_\_\_\_\_  
**RTTW** Program Coordinator's Email address: \_\_\_\_\_

Bible Teacher: \_\_\_\_\_ Grade: \_\_\_\_\_ Home Tel: \_\_\_\_\_

Bible Teacher: \_\_\_\_\_ Grade: \_\_\_\_\_ Home Tel: \_\_\_\_\_

Bible Teacher: \_\_\_\_\_ Grade: \_\_\_\_\_ Home Tel: \_\_\_\_\_

Bible Teacher: \_\_\_\_\_ Grade: \_\_\_\_\_ Home Tel: \_\_\_\_\_

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Bible Teacher: \_\_\_\_\_ Grade: \_\_\_\_\_ Home Tel: \_\_\_\_\_

Bible Teacher: \_\_\_\_\_ Grade: \_\_\_\_\_ Home Tel: \_\_\_\_\_

Estimated number of students in pilot grade 7 (or grade \_\_\_\_\_) **Year 1 class:** \_\_\_\_\_

Estimated number of students in same grade as pilot class(es),  
but using other Bible curriculum, if applicable: \_\_\_\_\_

Estimated number of students at this school or campus: \_\_\_\_\_

Names of campuses, if more than one will be piloting **Read Thru The Word™**

\_\_\_\_\_

REGARDING THE PILOT PERIOD (*Both signers will initial here*):

\_\_\_\_\_     \_\_\_\_\_     The pilot period will be for **two** school years beginning \_\_\_\_\_  
Pilot     Publisher     and extending through \_\_\_\_\_.



REGARDING THE SEALING OF THIS AGREEMENT:

We the undersigned do agree that this written agreement of twenty-one (21) pages plus any and all attachments referred to herein represent the essence and entirety of this contract. No other oral or written agreement exists between the undersigned. We pledge to uphold the letter and spirit of this agreement to the best of our abilities for the mutual benefit of the ministries which we represent and to the glory of God and our Lord Jesus Christ.

FAX COPIES ACCEPTED AS ORIGINALS: A facsimile (faxed) copy of this agreement which has been duly initialed, signed and dated in all appropriate places is deemed the same as the original signed copy.

\_\_\_\_\_ Date  
Head Administrator of Pilot School

and/or \_\_\_\_\_ Date  
Chairman of the Board of Pilot School

\_\_\_\_\_ Tel  
Address City St Zip

\_\_\_\_\_ Date  
Leon C. Stansfield, Author, Publisher  
Learning Links Publishers

THE PUBLISHER:

Learning Links Publishers  
7615 Stueben Way  
Stockton, CA 95207-1234

Tel 209-952-1870  
Fax 209-952-1870

Email: [info@readthrutheword.com](mailto:info@readthrutheword.com)

[www.readthrutheword.com](http://www.readthrutheword.com)

## Rules of Procedure for Christian Conciliation

The Guidelines for Christian Conciliation (and hence, these Rules) are designed to provide an introduction and procedural framework for biblical mediation and arbitration, otherwise known as Christian conciliation. (If you are unfamiliar with Christian conciliation, we suggest that you read [Frequently Asked Questions Regarding Christian Conciliation](#) before you read these Rules. These questions and answers provide an overview of the conciliation process and will enable you to understand these Rules more readily.)

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 for purchase by contacting our Resource Department. You may also contact us to request free information on conflict resolution resources for church leaders, adults, and children. (**Peacemaker Ministries, P.O. Box 81130 • Billings, Montana 59108 • (406)256-1583 or [www.peacemaker.net](http://www.peacemaker.net)**)

### **IMPORTANT NOTICE**

**Although many conflicts can be successfully resolved with the assistance of lay conciliators, some disputes are so complex that they require the involvement of well-trained professionals. Furthermore, the Institute for Christian Conciliation (a division of Peacemaker Ministries) 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.**

#### A. General Rules

1. Purpose 2. Use of Rules and Name of Administrator 3. Definitions and Rules of Construction 4. Application of Law 5. Commencing Conciliation 6. Involvement of Insurer 7. Withdrawal 8. Selecting an Administrator 9. Fees and Costs 10. Appointment of Conciliators 11. Replacement of Conciliators 12. Time and Place of Conciliation Meetings 13. Right to Legal Counsel 14. Evidence in Conciliation 15. Decisions by Majority 16. Confidentiality 17. Church Involvement 18. Waiver of Right to Object 19. Interpretation and Application of Rules 20. Exclusion from Liability

#### B. Mediation Rules

21. Individual Meetings and Caucuses during Mediation 22. Mediation Proceedings 23. Written Record of Agreement 24. Transition from Mediation to Arbitration

#### C. Arbitration Rules

25. Description of Issues and Remedies 26. Approval of Panel 27. Oaths or Vows 28. Pre-hearing Conferences and Preliminary Hearing 29. Temporary Relief 30. Discovery and Distribution of Documents 31. Notice of Arbitration Meetings 32. Delivery and Notice 33. Communication with Arbitrators 34. Arbitration Proceedings 35. Record of Proceedings 36. Evidence in Arbitration 37. Arbitration in the Absence of a Party 38. Legal or Scriptural Briefs 39. Reopening of Hearings 40. Decisions 41. Request for Reconsideration 42. Conflict of Rules

## **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 Conciliations'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. *If this clause of the Rules is in conflict with specific terms of a contract signed by both parties to the conciliation, then the terms of the contract regarding place or venue of conciliation meetings shall control.*

### **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.

Adapted from *Guidelines for Christian Conciliation*, ver 4.5 (2004)