

# ALLIANCE BIBLE FELLOWSHIP

## RECONCILE

### COACHING AND MEDIATION PROCEDURES

#### 1. Commencement of Services

- a. Coaching and Mediation through RECONCILE are provided to married couples who are members or regular attendees of Alliance Bible Fellowship (“Alliance”) and referred to RECONCILE by an Alliance pastor.
- b. The RECONCILE Director (“Director”) will provide a RECONCILE Services Agreement for the services RECONCILE can provide in each case. That agreement must be signed and returned before services commence. If one spouse does not agree to participate, the only service RECONCILE can provide is coaching (Section 2) to the spouse who agrees to participate. If both spouses agree to participate, RECONCILE can offer mediation services (Section 3) to the couple.
- c. Participants will be asked and expected to complete forms and provide papers and other information to assist RECONCILE and the peace advocate<sup>1</sup> selected to serve.
- d. A spouse may request that the Director invite their spouse to participate in mediation. Upon receipt of such a request, the Director will contact the other spouse to encourage them to participate.

#### 2. Coaching Services

- a. If coaching is provided, the peace advocate will consult with and help the participating spouse take steps to reconcile conflicts and resolve disputes with their spouse. The peace advocate will also help the participating spouse encourage their spouse to participate so that the couple can pursue reconciliation and resolution together.
- b. Coaching services are provided through telephone and video conferences.
- c. The peace advocate may assign “homework” to help the spouse better understand biblical peacemaking principles and apply them in their situation.
- d. The peace advocate will notify the spouse when the peace advocate determines that further coaching will not be helpful.
- e. The spouse may terminate coaching at any time by emailing the peace advocate and the Director.

#### 3. Mediation Services

If Mediation is provided, the peace advocate will act as a mediator to assist and guide the couple in reconciling their conflicts and resolving their disputes. The peace advocate has no authority to decide anything. For anything to be decided, both spouses must agree. The spouses retain control over whether agreement is reached on some or all the issues.

There are three phases in the mediation process:

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<sup>1</sup> Reference to the “peace advocate” includes all peace advocates appointed to serve.

Phase 1 – Preparation: Because adequate preparation by both spouses is the key to obtaining the best possible outcomes, the peace advocate will assign “homework” to help both spouses prepare for mediation meetings. Homework may involve reading an article or a book, answering questions, watching a video, preparing a list, writing a letter or essay, or completing other activities. Each spouse is responsible for completing all homework assigned. Homework assigned to each spouse might be different. The peace advocate may request a telephone or online video conference with one spouse or the other to discuss homework. The amount of time necessary for both spouses to adequately prepare for mediation meetings varies depending on the facts and circumstances of their case. Preparation may take a week, a month, or longer. The peace advocate will determine when both spouses have adequately prepared themselves for mediation meetings.

Phase 2 – Pre-Meeting Conferences: Once both spouses have adequately prepared, a separate pre-meeting conference with the peace advocate will be scheduled with each spouse. During this conference, the peace advocate reviews the processes and procedures that apply to mediation meetings and helps each spouse prepare for the meetings. Pre-meeting conferences are typically conducted by telephone or video conference.

Phase 3- Mediation Meetings: Most mediation meetings are held in person. Meetings may occasionally be conducted by video conference. Spouses are encouraged to communicate openly and candidly with each other at meetings. The peace advocate seeks to provide a meeting environment where spouses may speak freely to each other without fear. Spouses spend most of the time at meetings in the same room, but private meetings may be held at the request of the peace advocate or a spouse to address points that deserve private attention or consideration. The peace advocate will work diligently to identify all the critical issues and explore all potential solutions. While the outcome can never be guaranteed, the peace advocate will strive to help the couple walk with the Lord and reach reconciliation and a resolution of all the issues they are facing to the fullest extent possible. Depending upon the nature of the conflict and the issues involved, this may take more than one meeting. Understandings reached, and commitments made are memorialized in a written Memorandum of Understanding.

#### **4. Non-Party Participation in Mediation**

- a. To ensure that each spouse can participate effectively and safely, either spouse may request that another person or persons (who are not attorneys) be allowed to participate in the mediation to support and/or advocate for them. The name(s), address(es), and function(s) of such persons must be provided in writing to the other spouse and to the peace advocate appointed to serve at least five (5) calendar days before the date on which such person(s) will first participate. Participation by such person(s) must only be approved by the peace advocate appointed to serve. If a peace advocate has not yet been appointed to serve, notice may be given to the Director, and the Director may approve participation. The Director or the peace advocate may require the participation of a support person or advocate for a spouse as a precondition for further proceedings. All such persons shall sign a Non-Party Participation Agreement before participating.
- b. Alliance pastors and other leaders of the church may participate in mediation. Pastors and church leaders who participate shall be subject to these Coaching and Mediation Procedures, including, without limitation, paragraph 10 below.

#### **5. No Legal Representation**

- a. To preserve a non-adversarial environment throughout the mediation, couples participating in RECONCILE agree to do so without legal representation. Spouses can seek legal representation anytime and on any matter they wish. A spouse who retains an attorney or wants the assistance of an attorney must immediately notify their spouse, the peace advocate, and the Director in

writing of that decision. Upon receipt of such notice, the peace advocate shall suspend further mediation work, the Director shall terminate the case, and the couple will be referred to other conflict and dispute resolution organizations for assistance.

- b. **Note Well:** The peace advocate is not a legal representative of any spouse and has no duty to advise either spouse on legal matters. The peace advocate cannot and will not advise the couple regarding the legal effect or binding nature of any commitment made or resolution reached. This applies to peace advocates who are lawyers as well as non-lawyers. The couple must consult with independent counsel of their choosing regarding the legal effect or binding nature of any commitment made or resolution reached during the mediation or for the preparation of legally binding agreements.

## 6. Appointment and Compensation of the Peace Advocate

- a. The Director shall appoint the peace advocate. If an appointed peace advocate is unwilling or unable to serve, the Director will appoint another peace advocate.
- b. Peace advocates are volunteers who serve without compensation.

## 7. Impartiality, Duty to Disclose, and Challenge of the Peace Advocate

- a. The Holy Spirit, the Bible, and the RECONCILE Peace Advocate Code of Ethics guide the ethical conduct of peace advocates serving under these procedures
- b. All peace advocates appointed under these procedures shall be independent and impartial.
- c. By accepting the appointment, the peace advocate agrees to be bound by these procedures and represents that they have the time available to provide coaching or mediation services as contemplated by these procedures.
- d. The peace advocate shall promptly disclose in writing to the Director any circumstances that might give rise to justifiable doubt regarding the peace advocate's independence or impartiality. Such circumstances include any bias or prejudice in favor of or against a spouse or past or present relations with a spouse. Upon receipt of such information from the peace advocate or any other source, the Director shall communicate the information to the couple. After receiving notice of the peace advocate's actual or potential conflicts of interest, the couple may waive such conflicts and proceed with the appointed peace advocate.
- e. Each spouse also must disclose to the Director any information they have about any circumstance or relationship that may affect the impartiality or independence of the peace advocate, including any bias or prejudice or any past or present relationship with the peace advocate.
- f. If a spouse disagrees about whether the peace advocate should serve or if there is reasonable concern that the peace advocate's conflict of interest might undermine the integrity of the service provided, the peace advocate shall be replaced by the Director.

## 8. Peace Advocate Duties and Responsibilities

- a. The peace advocate shall abide by and serve in accordance with the *RECONCILE Peace Advocate Code of Ethics*.
- b. The peace advocate shall respect and protect the right of each spouse to be heard, to make free and informed choices during the mediation, and to make voluntary, uncoerced decisions regarding the outcome.

- c. The Bible shall be the supreme authority governing every aspect of the RECONCILE services provided.
- d. The peace advocate may conduct separate conferences and other communications with the spouses and non-party participants before, during, and after any scheduled mediation meeting. Communications may be conducted via telephone, email, online, in person, or otherwise.
- e. Spouses are encouraged to exchange any papers concerning the issues or related to their disputes and conflicts. Spouses may send separate communications to the peace advocate containing any information the spouse wishes to keep confidential.
- f. The peace advocate cannot impose a resolution on any couple or spouse. The peace advocate will, however, help the couple navigate the dispute and/or conflict in ways that produce an outcome that promotes individual spiritual growth, strengthens the Body of Christ, and glorifies God.
- g. Throughout the mediation, the peace advocate may discuss with the couple—jointly or separately—the couple’s interests, needs, attitudes, conduct, and responsibilities from a Christian perspective using biblical references and principles as the ultimate guides to the faith and practices that Jesus expects of those who bear His name.
- h. If the couple does not reach a mutually acceptable outcome on all issues, the peace advocate may—on their initiative and after spending time in Bible study and prayer— communicate oral or written recommendations to a spouse privately or, if the couple agrees, to the couple as to what each spouse should do to resolve their disputes and reconcile their conflicts.
- i. If a complete resolution of all or some issues in dispute is not achieved within the scheduled meetings, the peace advocate may continue to communicate with each spouse or the couple to facilitate a complete resolution.
- j. The peace advocate or the Director shall set the date, time, and place for each mediation meeting. The couple shall promptly respond to scheduling requests, be cooperative in scheduling the earliest practicable date, and adhere to the established schedule.

## **9. Spouse and Couple Responsibilities**

Before and during the scheduled mediation meetings, the couple shall exercise their best efforts to prepare for and constructively engage in meaningful and productive meetings. This includes promptly completing all homework assigned by the peace advocate.

## **10. Privacy Commitments**

- a. Coaching, mediation, and related communications are private proceedings. Persons other than the spouses and the peace advocate may attend only as permitted in Section 4 above or with the couple's permission and the peace advocate's consent.
- b. All communications, statements, and interactions that take place during RECONCILE proceedings shall be treated as settlement negotiations and shall be inadmissible in any arbitration or legal proceeding. Without limiting the generality of the foregoing, all offers, proposals, and promises, whether oral or written, made by either spouse are protected as settlement negotiations, are confidential, and shall not be admissible or discoverable for any purpose, including impeachment, in arbitration or litigation involving the couple. However, evidence, facts, and information that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable solely because of its presentation or use during RECONCILE proceedings. Neither the peace advocate appointed to serve nor the Director

(including any papers or information in their possession) shall be subpoenaed in any investigation, action, or proceeding, and each spouse will oppose any effort to have either of them or the papers or information in their possession subpoenaed.

- c. The couple, all non-spouse participants, the peace advocate, and the Director shall not discuss with or disclose to any person who is not associated with spouses and shall not post on the internet or social media any comments or communications (oral or written) that take place during the RECONCILE process, any papers or information submitted or exchanged during the process, terms or proposals discussed, accepted or rejected or the outcome of the proceedings except as provided herein or required by law. Notwithstanding the preceding, the peace advocate and the Director may divulge appropriate and necessary information under the following circumstances, and the couple agrees to waive confidentiality and hold the peace advocate and the Director harmless for doing so when:
  - i. The peace advocate appointed to serve or the Director deems it appropriate to consult with RECONCILE ministry team members regarding the case;
  - ii. Disclosure is compelled by statute or by a court of law;
  - iii. An action has been brought against Alliance or any of its pastors or leaders, against a peace advocate appointed to serve or against the Director;
  - iv. The peace advocate appointed to serve or the Director deems it appropriate to discuss a case with the Alliance pastors, leaders, or staff members;
  - v. An Alliance pastor or leader, the peace advocate appointed to serve, or the Director deems it necessary to contact appropriate civil authorities to prevent another person from being harmed; and
  - vi. Disclosure is agreed to in writing by both spouses

## 11. No Written Record – Recording is prohibited

No written or stenographic record shall be made of any meetings or conferences. **Audio or video recording of all or any part of any meeting, conference, telephone call, or conference related to the RECONCILE services provided using any form of technology is prohibited unless both spouses and the peace advocate consent to the recording in writing and in advance.** The spouses acknowledge and agree that unauthorized recordings shall not be presented, referred to, or used in any administrative or judicial proceeding. Nothing in this section shall prevent the peace advocate or any party or participant from taking personal notes during any meeting or conference.

## 12. Suspension and Termination of Services

- a. RECONCILE services may be suspended whenever the peace advocate, in the peace advocate's sole discretion, determines that:
  - i. Continuation of the proceedings may be detrimental to a spouse or permitted participant or
  - ii. A spouse or permitted participant may be unable to participate in the proceedings effectively or constructively or
  - iii. Continuation of the proceedings will not contribute to resolving the couple's disputes or reconciliation of their conflicts.
- b. RECONCILE services shall be terminated:

- i. By the execution of a written memorandum of understanding memorializing the outcomes reached and commitments made by the couple;
- ii. By a written or verbal declaration of the peace advocate to the effect that further efforts at mediation will not contribute to a resolution of the couple's dispute or reconciliation of their conflict;
- iii. By a written or verbal declaration by a spouse that services are terminated or
- iv. When the peace advocate or the Director concludes, in his or her sole discretion, the provision of further RECONCILE services will not be productive.

### **13. Exclusion of Liability**

Alliance Bible Fellowship pastors, elders, deacons, other leaders, the Director, and any peace advocate appointed to serve shall not be necessary parties in judicial proceedings and shall not be called as a witness or asked to participate in any judicial proceeding brought by or involving a spouse. Further, Alliance Bible Fellowship pastors, elders, deacons, other leaders, the Director, and any peace advocate appointed to serve shall not be liable to any spouse for any error, act, or omission in connection with any services provided under these procedures.

### **14. Interpretation and Application of Procedures**

The peace advocate shall interpret and apply these procedures insofar as they relate to the peace advocate's duties and responsibilities. All other procedures shall be interpreted and applied by the Director.