



Mediation Procedures

1. Agreement of Parties

- a. Unless the parties agree otherwise, these procedures, as in effect at the time the mediation is initiated, shall apply. The parties may vary the procedures set forth in these procedures by written agreement.
- b. If persons who have a legal interest in the dispute refuse to consent to mediation, the mediation shall affect only the rights and responsibilities of those parties agreeing to mediate.
- c. PeacePoint may decline to administer any matter for any reason.

2. Initiation of a Mediation

- a. Where there is no contract requiring mediation but those involved in a conflict or dispute agree to address the matter through PeacePoint, the parties may initiate proceedings with PeacePoint by each party sending a completed Party Information form and completed Party Questionnaire to PeacePoint along with a check in payment of the applicable filing fee. If the matter involves marriage issues, a completed Marriage Questionnaire should be sent, as well. Once this information is received from all parties, PeacePoint will consult with the parties and provide them with an Agreement to Mediate and a Commitment to Arbitrate (if the parties agree to arbitration after mediation) for signature and return.
- b. If the parties have a contract that contains a mediation provision, and the provision specifies that the mediation shall be administered by PeacePoint, then any party to the contract may begin the mediation process by sending to a written request for mediation to PeacePoint with the contractual provision providing for mediation attached and accompanied by a check in payment of that party's applicable filing fee. The party initiating the mediation shall simultaneously notify the other party or parties of the request. PeacePoint shall confirm notice of such filing to the parties.
- c. If the parties' contract specifies that mediation be administered by an entity or organization other than PeacePoint, the parties must mutually agree in writing to mediate through PeacePoint.
- d. Where there is no preexisting stipulation or contract by which the parties have agreed to mediate existing or future disputes or conflicts through PeacePoint, any party may request PeacePoint to invite another party to participate in mediation. Upon receipt of such a request, PeacePoint will contact the other party or parties involved in the matter and attempt to obtain an agreement to mediate. There is no fee to request PeacePoint to invite parties to mediate.

3. Location of the Mediation

- a. The parties may mutually agree on the location (city and state) where the mediation is to be held. When the parties' agreement to mediate requires a specific location, the location shall be that specified in the agreement to mediate unless all parties agree to change the location.
- b. When the parties' agreement to mediate is silent with respect to location, or if the reference to location in the agreement to mediate is ambiguous, and the parties are unable to agree upon a location, PeacePoint shall have the authority to consider the parties' arguments and determine the location subject to the authority of the mediator to make a final determination of the location within 7 business day of the mediator's appointment.

4. Representation

Any party may participate without representation. Parties may, however, be represented or assisted by persons of their choice, this includes the right to be assisted or represented by independent legal counsel throughout the mediation. However, attorneys shall serve only as advisors to their clients, and the clients will be expected to speak for themselves as much as possible. Each party shall communicate the name, address and function of such persons in writing to all other parties and to PeacePoint at least five (5) calendar days prior to the date set for the hearing at which that person is first to appear.

5. Appointment and Compensation of the Mediator

- a. Parties may mutually agree on a mediator¹. The mediator does not have to be affiliated with PeacePoint. All mediators serving in cases administered by PeacePoint must agree to follow these procedures and abide by the *Peace Advocate Code of Ethics*. Parties may search the online profiles of the list of independent Peace Advocates on PeacePoint's website at www.peacepoint.com in an effort to agree on a mediator. If the parties have not agreed to the appointment of a mediator and have not provided any other method of appointment, the mediator shall be appointed by PeacePoint following consultation with the parties regarding the mediator's qualifications and experience.
- b. The mediator's compensation is based on the hourly or daily rate published on the mediator's PeacePoint profile, plus out-of-pocket expenses. If the mediator is not affiliated with PeacePoint, and does not have a published rate of compensation, an appropriate rate of compensation shall be established with the mediator by PeacePoint and confirmed to the parties.

6. Impartiality, Duty to Disclose, and Challenge of the Mediator

- a. The ethical conduct of mediators serving under these procedures is guided by the Holy Spirit, the Bible, and the *Peace Advocate Code of Ethics*, which is available on PeacePoint's website at www.peacepoint.com.
- b. Any mediator appointed under these procedures, or selected by mutual choice of the parties or their appointees shall be independent and impartial.
- c. By accepting appointment, the mediator agrees to be bound by these procedures and any modification agreed to by the parties and represents that he or she has the time available to devote to the expeditious process contemplated by these procedures.
- d. At the time of his or her appointment and promptly upon their arising during the course of the mediation, the mediator shall disclose in writing to PeacePoint any circumstances that might give rise to justifiable doubt regarding the mediator's independence or impartiality. Such circumstances include bias, interest in the result of the mediation and past or present relations with a party or its counsel. Upon receipt of such information from the mediator or any other source, PeacePoint shall communicate the information to the parties and, if it deems it appropriate to do so, to the mediator and others. The parties may, upon receiving disclosure of actual or potential conflicts of interest of the mediator, waive such conflicts and proceed with appointed mediator.
- e. Parties and counsel also have a duty to disclose any information about any circumstance likely to affect the impartiality or independence of the mediator, including any bias or any financial or personal interest in the result of the mediation, or any past or present relationship with the mediator(s).

¹ Reference to the "mediator" includes all mediators appointed to serve.

- f. If a party disagrees as to whether the mediator should serve or if there is reasonable concern that the mediator's conflict of interest might undermine the integrity of the mediation, the mediator shall be replaced.

7. Replacement of the Mediator

If any mediator is unwilling or unable to serve, PeacePoint will appoint another mediator in accordance with Section 5 above unless the parties agree otherwise.

8. The Mediator's Duties and Responsibilities

- a. The mediator shall respect and protect the right of each party to make to be heard and to make free and informed choices during the course of the mediation and to make voluntary, uncoerced decisions regarding the outcome.
- b. Mediators 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 mediation process.
- c. The mediator may conduct separate conferences and other communications with the parties and/or their representatives, prior to, during, and after any scheduled mediation meeting. Communications may be conducted via telephone, in writing, via email, online, in person or otherwise.
- d. The parties are encouraged to exchange all documents concerning the issues related to the dispute and/or conflict. The mediator may request the exchange of memoranda on issues, including the underlying interests and the history of the parties' negotiations. Parties may send separate communications to the mediator containing any information that party wishes to keep confidential.
- e. The mediator has no authority to impose a resolution on any party. The mediator will, however, help the parties 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.
- f. Throughout the mediation process, the mediator may discuss with the parties—jointly or separately—the parties' interests, needs, attitudes, conduct, and/or responsibilities from a Christian perspective using Biblical references and principles as the ultimate guides of faith and practice Jesus expects of those who bear His name.
- g. If the parties are unable to voluntarily reach a mutually acceptable outcome, the mediator may—on his or her own initiative after spending time in Bible study and prayer—issue oral or written recommendations to a party privately or, if the parties agree, to all parties jointly as to what each party should do to resolve the dispute, reconcile the conflict, or both.
- h. In the event a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete resolution.
- i. The mediator is not a legal representative of any party and has no fiduciary duty to any party. This applies to mediators who are lawyers as well as non-lawyers.
- j. The mediator, or PeacePoint as Administrator, shall set the date, time, and place for each mediation meeting. The parties shall respond to scheduling requests in a timely manner, shall be cooperative in scheduling the earliest practicable date, and shall adhere to the established schedule. PeacePoint shall provide notice of the conference to the parties in advance of the conference date, when timing permits.

9. The Parties' Responsibilities

- a. Prior to and during the scheduled mediation meetings, the parties and their representatives shall exercise their best efforts to prepare for and engage in a meaningful and productive mediation. This includes, but is not limited to, spending time going through the "Finding Peace with Others" presentation on PeacePoint's website which is designed to equip Christians with the information, encouragement, and direction needed to seek peace biblically, confidently and with humility.
- b. The parties shall ensure that appropriate representatives of each party having authority to agree to settlement terms attend all mediation meetings.

10. Privacy & Confidentiality

- a. Mediation sessions and related mediation communications are private proceedings. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. Each non-party who attends or participates in the mediation must sign a Non-Party Participation Agreement in advance.
- b. Because of its biblical nature, Christian mediation encourages parties to have open and candid communications with and among one another. As such, mediation requires an environment where parties may speak freely, without fear that their words may be used against them in a subsequent arbitration or legal proceeding. Therefore, the entire mediation process is confidential. Unless agreed among all the parties, required to do so by law, or pursuant to paragraph c of this section, the parties, the mediator, and the Administrator shall not disclose to any person who is not associated with participants in the process—including any judicial officer—any information regarding the process (including pre-process exchanges and agreements), contents (including written and oral information), settlement terms or outcome of the proceeding. If litigation is pending, the participants may, however, advise the court of the schedule and overall status of the mediation for purposes of litigation management. Any written agreement memorializing the results of the mediation may be disclosed for purposes of enforcement.
- c. Under these Procedures, the mediator and PeacePoint as the Administrator may discuss a matter with the church leaders of parties who profess to be Christians. If a party professing to be a Christian is unwilling to cooperate in the mediation process or refuses to abide by an agreement reached during mediation, the Administrator or the other parties may report the matter to the leaders of that individual's church and request that the church leaders actively participate in the mediation. If a church chooses to become actively involved it shall have the right to review what has taken place during the mediation, acquire additional information as it needs, and take whatever steps it deems essential to facilitate a resolution based on biblical principles. The Administrator may disclose to the church any information that may have a bearing on the investigation or deliberations.
- d. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator are confidential. Such offers, promises, conduct and statements are privileged under any applicable mediation privilege and are inadmissible and not discoverable for any purpose, including impeachment, in litigation between the parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable solely as a result of its presentation or use during the mediation.
- e. The mediator and any documents and information in the mediator's possession will not be subpoenaed in any investigation, action or proceeding, and all parties will oppose any effort to have the mediator or documents subpoenaed. The mediator will promptly advise the parties of any attempt to compel him/her to divulge information received in mediation.

11. No Stenographic Record

There shall be no stenographic record of any meetings or conferences related to the mediation process.

12. Termination of Mediation

The mediation shall be terminated:

- a. By the execution of a written agreement memorializing the outcomes reached and commitments made by the parties; or
- b. By a written or verbal declaration of the mediator to the effect that further efforts at mediation would not contribute to a resolution of the parties' dispute or reconciliation of their conflict; or
- c. By a written or verbal declaration of all parties that the mediation proceedings are terminated; or
- d. By PeacePoint when there has been no communication between PeacePoint and the mediator or any party or party's representative for 14 days following the conclusion of the last scheduled mediation meeting.

13. Exclusion of Liability

Neither PeacePoint nor any mediator is a necessary party in judicial proceedings relating to the mediation. Neither PeacePoint nor any mediator shall be liable to any party for any error, act or omission in connection with any mediation conducted under these procedures. No party to mediation under these procedures may call the mediator, PeacePoint or PeacePoint employees as a witness in litigation or any other proceeding relating to the mediation. The mediator, PeacePoint and PeacePoint employees are not competent to testify as witnesses in any such proceeding.

14. Interpretation and Application of Procedures

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

15. Expenses

All expenses of the mediation, including required traveling and other expenses or charges of the mediator, shall be borne equally by the parties unless they agree otherwise. The expenses of participants for either side shall be paid by the party requesting the attendance of such persons.

16. Deposits

PeacePoint may from time to time require the parties to deposit sums of money it deems necessary to cover the fees and expense of the mediation, including the mediator's fee, if any. PeacePoint shall render an accounting to the parties and return any unexpended balance at the conclusion of the case.