

# CONFLICT MEDIATION AND CONFLICT INTERVENTION: A SUGGESTED PROCESS

## PREAMBLE

Healthy relationships between ministerial leaders and people are an important goal of the church. Such relationships are nurtured by open dialogue about mutual expectations for pastoral leadership and congregational mission. Hopefully, this process begins at the outset of the church's new pastoral leadership using available resources to enhance this process.

Conflict is inevitable in all human interactions, including that between pastor and people. [When the word pastor is used throughout this document, it includes all local church ministerial leaders.] It can contribute to their growth or be destructive to their relationship and hinder the mission of the church.

This document is a guide for resolving conflict between pastor and people. When the conflict cannot be resolved, suggestions are offered for a fair and compassionate process of separation. This will enable both the professional church leader and congregation to move ahead on their separate paths in healthy, fruitful ministries.

This process will need to be adapted to fit the particular size, staff composition, history, congregational life, and structure of the church.

## A BIBLICAL THEOLOGICAL BASE

God is love,<sup>1</sup> and because of this, God's children live in love.<sup>2</sup> God is active in the lives of Christians to produce a quality of love which puts the needs of others above self interest.<sup>3</sup> This love enables them to live at peace with all people, to better reflect God's image, and to present a powerful, evangelistic testimony to an unbelieving world.<sup>4</sup> This love is to be expressed between all Christians, one to another,<sup>5</sup> and also by Christians to enemies<sup>6</sup> and outcasts.<sup>7</sup>

Because churches and Christians are not yet perfect, still struggling with sin,<sup>8</sup> some relationships in churches may be tense, manipulative, and even hostile. Unfortunately, all too often this tension occurs between professional church leaders and congregations. Such tension, whatever the cause, may result in involuntary termination of the relationship between the two.

Prior to that break an attempt must always be made to reconcile differences.<sup>9</sup> This step may be initiated by either or both parties. It may involve repentance, confession, and forgiveness. God has brought even enemies together in Christ, abolishing in him the dividing wall of hostility,<sup>10</sup> in order to make peace. A professional church leader and a church in conflict should do everything possible, in view of God's self sacrificial love, to reconcile differences and move forward in unity.

In cases where reconciliation is not achieved, unity and peace in the body of Christ should be maintained.<sup>11</sup> Although Paul and Barnabas once failed to resolve their differences over John Mark,<sup>12</sup> they each continued in productive areas of ministry, with much mutual respect, cooperation and teamwork.<sup>13</sup> Similarly, a professional church leader and a church who need to part ways must affirm the giftedness and the place in the body of Christ of the other party. Each should treat the other with love, providing for needs<sup>14</sup> and taking pains to ensure success in the next step of ministry for both the church and the clergy person.<sup>15</sup>

"As God's chosen ones, holy and beloved, clothe yourselves with compassion, kindness, humility, meekness, and patience. Bear with one another and, if anyone has a complaint against another, forgive each other; just as the Lord has forgiven you, so you also must forgive. Above all, clothe yourselves with love, which binds everything together in perfect harmony. And let the peace of Christ rule in your hearts, to which indeed you were called in the one body. And be thankful."

(Colossians 3:12-25; NRSV)

<sup>1</sup>1 John 4:8, 16.

<sup>2</sup>1 John 4:11.

<sup>3</sup>Philippians 2:2-4.

<sup>4</sup>John 13:35.

<sup>5</sup>1 John 4:19-21.

<sup>6</sup>Matthew 5:44.

<sup>7</sup>Luke 10:27-37.

<sup>8</sup>Hebrews 12:1.

<sup>9</sup>Matthew 5:23.

<sup>10</sup>Ephesians 2:14. <sup>15</sup>Acts 13:1-3.

<sup>11</sup>Ephesians 4:3.

<sup>12</sup>Acts 15:36-41.

<sup>13</sup>1 Corinthians 9:6; Colossians 4:10; Philemon 24.

<sup>14</sup>1 Timothy 5:17, 18.

## **MINISTRY OF MEDIATION**

The Ministry of Mediation is a dispute intervention process in which a neutral third party (mediator) enables the disputing parties to negotiate a settlement with which they are willing to live. The mediator(s) promotes a collaborative problem-solving rather than an adversarial environment through focusing the parties on the issues rather than personalities, on their interests rather than positions, and on a mutual-gain rather than a win-lose resolution.

The mediator must be perceived as neutral by the disputing parties in order to gain their acceptance and cooperation. If either party views the mediator as an ally of the other party, the requisite acceptance and cooperation will be absent and the mediation effort probably will fail.

The goal is “to negotiate a settlement with which they are willing to live.” There are times in which the mediation effort brings about reconciliation and healing with a new opportunity for a pastoral leader and congregation to (re)form a healthier relationship.

When reconciliation does not occur, the process moves toward termination of the relationship. It is hoped that the separation process will lay the groundwork for healing and growth, both within the congregation and within the ministerial leader.

Staffing the mediation process will depend on available resources. Because mediation requires the perception of the mediator’s neutrality, region staff may not be seen as the ideal choice. Mediation involves specific skills for which people should receive training. The use of a mediator is not a substitute for the pastoral care and oversight by region staff; rather using a mediator is one way of fulfilling this role.

A neutral trained mediator or mediation team of clergy and laity may be assigned to work with the ministerial leader and congregation. The region staff will have available a list of designated persons with developed mediation skills and will be prepared to recommend a mediator or a mediation team which has been trained for that task. Each region will need to develop this mediation resource so that it can provide the parties in conflict with qualified mediators, sensitive to the unique qualities of the church.

Note: In cases where the mediation effort breaks down completely, the parties may be willing to submit their dispute to arbitration. “Arbitration” is an intervention process in which a neutral third party (arbitrator) renders a final and binding decision. In the event that the parties do not wish to arbitrate the dispute, a fair separation agreement should still be offered by the congregation.

## **CONFLICT RESOLUTION PROCESS (an outline)**

### **INTERNAL RESOLUTION OF CONFLICT**

When conflict arises between ministerial leaders and congregations they serve, in many cases they are able to work out the conflict through the appropriate church structures, such as the Pastoral Relations Committee. Following is an outline which may be used to assist the process.

- A. Diagnosis of the conflict.
  1. Identify the issues and problems.
  2. Achieve a mutual agreement on the nature of the issues and problems.
- B. Treatment of the conflict.
  1. Surface the interests that underlie the issues that cause the conflict.
  2. Develop options that satisfy the interests.
  3. Agree in writing on the most mutually satisfactory and workable options.
  4. Implement the conflict agreement.
  5. Use the opportunity to communicate with region staff.
  6. Review and evaluate the above.

When the internal resolution/reconciliation of the conflict is successful, stop. There is no need to proceed. If unsuccessful, the next step is third party intervention.

## THIRD PARTY INTERVENTION

- A. Involve region staff throughout the intervention process.
- B. Select a mutually agreed upon mediator.
- C. Mediate the conflict.
  1. Diagnosis of the conflict.
    - a. Identify the issues and problems.
    - b. Achieve a mutual agreement on the nature of the issues and problems.
  2. Treatment of the conflict.
    - a. Surface the interests that underlie the issues that cause the conflict.
    - b. Develop options that satisfy the interests.
    - c. Agree in writing on the most mutually satisfactory and workable options.
    - d. Implement the conflict agreement.
    - e. Review and evaluate the above.
  3. Review and evaluate the mediation process.

When the third party intervention is successful in achieving resolution/reconciliation, stop. There is no need to proceed. If unsuccessful, and a separation of the pastor from the church seems inevitable, proceed to the next step.

## SEPARATION PROCESS AND AGREEMENT

- A. Involve the region staff throughout the separation process.
- B. Negotiate a separation agreement.
  1. Create a fair and equitable agreement beginning with the procedures outlined in the church bylaws, the minister-church employment covenant, and any applicable laws.
  2. Invoke mediation to assist in the negotiation process.
  3. If mediation is unsuccessful, arbitration may be invoked to determine a fair and equitable solution.
  4. Implement the separation agreement.
  5. Review and evaluate the separation agreement.

## SEPARATION AGREEMENT

Each situation which acknowledges separation as the best of the options has unique variables. Always present is pain: the pain of personal loss and the loss of integrity in a pastor/people relationship. Also influencing the process is fear: for the pastor the fear of joblessness and its attendant homelessness and, for the church, the fear of damaged reputation in the community as well as economic instability. Within this emotional climate it is expected that the pastor and church will negotiate a fair and equitable separation agreement. Items for negotiation include:

- Cash salary
- Housing
- Medical insurance, and
- Retirement premium.
- Provision for six months of compensation, housing, and benefits is recommended as a starting point for negotiation.

In addition, it is recommended that the church share at least 50% of the cost of personal/family counseling and career assessment. Time frames and other contingencies with regard to use of the parsonage need to be negotiated.

The following outline is intended to help persons sort through related issues which may need to be addressed.

Variables: Family needs (such as children in school, e.g. housing beyond six months).

Contingencies:

\*Pastoral leader employed elsewhere prior to conclusion of negotiated package or pastoral leader unemployed prior to conclusion of negotiated package.

\*If unemployed the professional church leader negotiate directly with M&M regarding medical and retirement.

\*If employed prior to the end of six months at a similar or higher level of compensation, the church's financial obligation should cease. However, if the compensation does not meet the prior level, the church should make up the difference.

Be sure to formalize the negotiations through the use of a "Separation Agreement" (see Appendix C).

Note: Unemployment benefits are available in the business and public sector for persons who lose their jobs. Commonly, unemployment insurance provides a continuation of salary at a reduced level for a period of six months. Further, professionals who experience job loss typically are provided with an equitable severance package which includes salary, health, and retirement premiums.

### **CASES DEMANDING IMMEDIATE SEPARATION**

In those cases in which the congregation decides that the ministerial leader has acted in ways which demonstrate a lack of professional integrity, the region staff should be contacted. The congregation, in consultation with the region staff, may determine that the pastor should be removed immediately from the leadership role with no opportunity for the renegotiation of the pastor/church relationship. Nevertheless, it is recommended that a separation agreement be negotiated which is acceptable to both parties; this separation agreement should include salary, housing, medical insurance, and retirement premiums. In addition, it is recommended that a healing process be developed.

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## APPENDIX A

### RESOURCES

#### PERSONS/INSTITUTIONS

- γRegion Staff
- γAmerican Baptist Personnel Services
- γMinisters Council
- γMediation Centers (secular/religious)
- γThe Society of Professionals in Dispute Resolution may be a valuable resource for identifying such persons and training programs.
- γPastoral Counseling Centers
- γCareer Development Centers
- γStaff from other denominations
- γTrained regional clergy/laity teams
- γSeminaries
- γAlban Institute (4125 Nebraska Avenue, NW, Washington, DC 20016)

#### TOOLS (available through the Ministers Council, Box 851, Valley Forge, PA 19482-0851; 610/768-2333)

- γExit Interview
- γSuggested Minister-Church Agreement
- γTogether in Ministry

#### OTHER TOOLS

- γFilmstrip: AWhen You Disagree≅ (Mennonite Conciliation Services, 21 South 12th Street, Box M, Akron, PA 17501)
- γPastor/Staff Handbook (Conciliation Quarterly/Mennonite)
- γAlban Institute
- γThe Five Stones (article by David Ray: ANo Fault Divorce in the Church;≅ Summer, 1991).

## APPENDIX B

### CHECKLISTS FOR THE PROCESS

The following checklists imply a process which can be used by ministerial leaders, congregations and region staff in cases which may involve involuntary separation of pastoral leaders.

#### A. MINISTERIAL LEADER CHECKLIST

- Prepare/update ABPS profile; talk with ABPS consultant.
- Consult regional staff.
- Renegotiate relationships, if appropriate.
- Identify transitional needs.
  - 1. Immediate
    - Salary
    - Housing
    - Benefits (talk with M&M)
    - Time Line
  - 2. Next Steps
    - Career Counseling
    - Personal Counseling
    - Resettlement Placement
    - Out Placement

- If negotiation is unsuccessful, secure, with the assistance of the regional staff, a mediator to assist in the negotiation process. Resource options: judicatory staff from other denominations/regional teams/Ministers Council/resolution teams.
- If mediation is unsuccessful, secure, with the assistance of the regional staff, an arbitrator to assist the process. This needs the agreement of both parties.
- Develop a written plan for leave taking. Dialogue with the regional staff and Pastoral Relations Committee. Items to include: worship, sermons, behavioral patterns following separation, exit interview with the pastoral leader and appropriate committee, board, or church.

#### B. CHURCH CHECKLIST

- Consult regional staff.
- Renegotiate relationships, if appropriate.
- Identify responsibilities as an employer, resources, and needs of the church.
- Negotiate separation package with the professional church leader:
  - Salary
  - Housing
  - Benefits
  - Shared costs of career and personal counseling.
  - Time Lines

- If negotiation is unsuccessful, secure, with the assistance of the regional staff, a mediator to assist in the negotiation process. Resource options: judicatory staff from other denominations/regional teams/Ministers Council/resolution teams.
- Develop a written plan for leave taking. Dialogue with the regional staff and Pastoral Relations Committee. Items to include: worship, sermons, behavioral patterns following separation, exit interview with the pastoral leader and appropriate committee, board, or church.
- Address the feelings, dynamics, and behavior patterns which come out of the exit interview.

#### C. REGION CHECKLIST

- Fact finding with the ministerial leader and other church leader.
- Encourage the appropriate parties to take charge.
- Assist renegotiation of the relationship, if appropriate.
- Help the church understand its responsibilities as an employer and the legal ramifications, i.e., state, religious, corporate law.

- \_\_\_\_\_ Help the ministerial leader develop a realistic separation package.
- \_\_\_\_\_ If negotiation is unsuccessful, assist in identifying a mediator to help with the process.
- \_\_\_\_\_ If mediation is unsuccessful, assist in securing an arbitrator. Obtain agreement of both the pastoral leader and the local church.
- \_\_\_\_\_ Assist in the development of closure procedures. For example, worship resources, identifying behavior patterns following separation, exit interview, and farewell event.
- \_\_\_\_\_ Assist the professional church leader in resettlement or out placement. Provide new job career counseling, personal counseling.
- \_\_\_\_\_ Assist the church in addressing its issues which have been identified through the separation interview.
- \_\_\_\_\_ Assist the church in taking its next steps by identifying interim leadership, etc.
- \_\_\_\_\_ Assure that the needs of the spouse and family (if any) are being addressed.

## APPENDIX C

### SUGGESTED SEPARATION AGREEMENT between

The Reverend \_\_\_\_\_ and the \_\_\_\_\_ Church  
located in \_\_\_\_\_

When in the course of a pastoral relationship--apart from retirement--it becomes desirable on the part of the clergy person or the church (or both) to terminate their working arrangement and proceed to a new stage in the life of each, a clear and written agreement as to the terms of this separation is helpful to both parties and decreases the trauma of change. Such an agreement can promote clear communication, joint decision-making, and attention to the long-term benefit of church and clergy. This document provides a checklist of standard arrangements designed to complete a ministry, facilitate termination, and begin the transition and search process--both for the clergy person and the church.

This agreement is to be signed freely by the pastor and duly authorized representatives of the church named above, for purposes of defining a legally binding understanding of the terms under which the pastor will resign his or her authority as pastor of said church. The pastor hereby generally releases the church (including the church's present and former officers, trustee members, and employees) from any and all claims she or he may have against any of them with respect to the pastor's service of the church, except for the duties and obligations set forth herein to be performed by the church after the execution of this agreement. The mutual assent of both parties gives this agreement the force of contractual authority, and both agree that the terms of the agreement may be changed only by a jointly signed written statement. All references below to Athe pastor,≡ Athe trustee,≡ and Athe church≡ refer to the parties named above.

1. The pastor agrees that his or her resignation as pastor of the \_\_\_\_\_ Church will take effect on \_\_\_\_\_, 2\_\_\_\_\_, after which time she or he will not exercise any authority over the affairs of the \_\_\_\_\_ Church. All of his or her personal property will be removed from church premises (except the parsonage, see below) by this date.
2. The pastor agrees that the last Sunday on which she or he will officiate will be \_\_\_\_\_, 2\_\_\_\_\_.
3. The pastor agrees to vacate the parsonage (if applicable), located at \_\_\_\_\_, with family and all belongings, no later than \_\_\_\_\_, 2\_\_\_\_\_, and to leave said premises neat and orderly. All church property used by the pastor will be returned and/or left with the church in good condition, subject to normal wear and tear. The pastor agrees to notify the moderator promptly in writing should he or she vacate the parsonage before the above date.
4. The pastor and deacons agree that the pastor will return to officiate in the church only on the occasion of the following wedding(s)\_\_\_\_\_ and thereafter under the following conditions:\_\_\_\_\_.
5. The trustees of the church, acting in the capacity to disburse church funds and manage parish buildings, agree to continue the pastor's compensation and benefits beyond the date of his or her resignation as follows:
  - A. To continue the pastor's compensation at the present rate of \$\_\_\_\_\_ Per month (including housing and utilities allowance, if currently applicable) through the end of the month of resignation and for a period of \_\_\_\_\_ months following the resignation, including the month of \_\_\_\_\_, 19\_\_\_\_\_. The compensation check shall be in the mail or hand delivered on or before the last day of each month. Payments for ministry related expenses shall terminate on the date of resignation.
    - i. If the pastor secures a part-time paid position with an American Baptist church, the above payments will be reduced by the amount of compensation received by the pastor, from the date that compensation begins.
    - ii. If the pastor begins work in a new full-time position before the above date (of which she or he will promptly inform the moderator), the above payments will end as of such date agreed to by the area/executive minister in consultation with the pastor, in relation to the date when such new compensation begins.
  - B. Where use of a parsonage is provided: To permit the pastor and her or his family to continue to reside in the

parsonage until the date set forth in paragraph 3 above, with the same rights and responsibilities as previously defined by minister/church agreement and subsequent amendments, with the church continuing to pay for all utilities and expenses associated with the parsonage (except for long distance telephone) as defined in those agreements, including parking space:

- i. Subsequent to the pastor's vacating of the parsonage, to pay to him or her an allowance for comparable housing and utilities in the amount of \$\_\_\_\_\_ per month until the end of the month indicated in paragraph 5A above, and to pay moving expenses up to the amount of \$\_\_\_\_\_ for removal to the new location, to be paid no later than 30 days after the pastor has vacated the parsonage.
- ii. The housing and utilities allowance referred to in the above paragraph will be declared officially by the trustees as a A parsonage allowance and not reported as taxable income paid to the pastor.
- iii. Should the pastor begin work in a new full-time position before the date in paragraph 3 above, the pastor's housing and utilities allowance under subparagraph (i) above would terminate as of the commencement of housing and moving arrangements in the pastor's new position.

C. To continue payments to the ABC Retirement/Benefit Plan based on the pastor's compensation.

D. To continue payments for ABC Medical/Dental Plan for the pastor, as specified in his or her minister/church agreement, until such time as (i) the pastor becomes a participant in another health insurance plan or (ii) \_\_\_\_\_, 2\_\_\_\_\_, whichever comes first.

E. To make contribution up to the following amount (upon presentation of receipts or statements) to the pastor's transition expenses for personal/family counseling, and career assessment: \$\_\_\_\_\_, or \_\_\_\_\_% of expenses as incurred prior to his or her securing another full-time paid position.

7. It is the mutual expectations of the pastor and the deacons that a social event will be planned prior to the date in paragraph 1 above, at which time pastor and parishioners may recognize one another's ministry with appropriate acknowledgments.

8. Additional agreements (if any).

This agreement was approved by a majority vote of the church taken on \_\_\_\_\_, 2\_\_\_\_\_, as indicated by the signatures below, and was signed by the pastor on the date indicated.

\_\_\_\_\_  
Pastor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Moderator

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Clerk

Endorsement by the region staff certifies this to be a just and equitable agreement attentive to the needs of all parties.

\_\_\_\_\_  
Region Staff

\_\_\_\_\_  
Date

## **A CASE STUDY**

by H.S. Gold

The Rev. Martin Claymore, pastor of ABCUSA affiliated First Baptist Church for the past three years, and Chester McDaniel, long time member and chair of its board of deacons, are engaged in a conflict which threatens to drive one of them from the church.

When the pastor search committee of First Baptist interviewed Rev. Claymore, they told him that one of the church's paramount needs was for a larger, more modern church building, the present one having been built nearly sixty years ago for half the size of their present membership. Within six months of his installation, Pastor Claymore leads First Baptist into a building program with the appointment of a building committee and soon thereafter the inauguration of a fund-raising campaign.

There are divergent views on just what the building project should be. A few of the members want to build an entirely new complex at a fresh location. Chester McDaniel and a small but relatively affluent group are opposed to the church going into debt to finance an extensive project and want only to remodel the present structure to provide more space for worship and to modernize the kitchen and rest rooms. However, led by Pastor Claymore, the building committee recommends construction of a two-story education addition and merely renovation of the sanctuary and modernization of only offices and rest rooms in the present building.

At a special church membership meeting called for this purpose, after strong urging by the pastor and over the objections of Chester McDaniel, a majority of the members vote to adopt the recommended plan of the building committee. Undaunted, Chester moves that they begin at once the renovation/modernization of the existing structure but delay any new construction until at least 75% of the cost of the entire project is raised by gifts or pledges. Pastor Claymore opposes any pre-conditions on the new construction and recommends instead that they undertake the entire building program now as a spur to the fund-raising efforts. Chester's motion narrowly passes.

Marlene Bauer, who was a member of the search committee and is now chair of the pastor relations committee, becomes concerned over the rift between the pastor and the chair of the board of deacons, and she and another member of that committee meet discreetly with each of them. However, both men regard the pastor relations committee as basically an advocate group for the pastor and this limits Marlene's effectiveness. Her efforts produce little more than a temporary truce.

Six months later, at the end of the pledge campaign less than 65% of the total cost of the project has been received or pledged and as a result the construction of the education addition has been put on hold. Pastor Claymore bitterly blames this setback on what he believes are inadequate pledges from Chester McDaniel and his friends who are opposed to the new construction.

The next month when the church forms a 75th anniversary celebration committee, the pastor blocks Chester's selection for that committee, and appointment which the latter had eagerly anticipated receiving.

At the next meeting of the board of deacons, the pastor is informed that the changes he has unilaterally made in the order of worship since he arrived at First Baptist are to be rescinded and any future changes must first be approved by the board. Rev. Claymore views this as an unacceptable infringement upon his role as the leader of worship and appeals the board's action to the church's executive council, which has the authority to act for the membership between annual meetings. Alarmed at the escalation of hostilities between the two men, the council delays action on the appeal while it seeks the assistance of Benton Thornburg, the ABCUSA regional minister.

Benton meets promptly with the executive council and then, with its approval, meets separately with Pastor Claymore and Chester McDaniel in an attempt to bring about a reconciliation. Benton recognizes that both men are independent, strong-willed leaders and believes that they are engaged in a power struggle over whose views about what is best for First Baptist will prevail. His efforts are thwarted by each man's insistence that the other is in the wrong and should give way.

The regional minister meets again with the executive council and recommends to them ABCUSA's new Ministry of mediation process which he believes might be able to resolve the conflict. After study of that program, the council agrees and, with Benton's assistance, eventually persuades the pastor and Chester to utilize the services of a mediator, a neutral third party who has been trained in the resolution of church disputes. The two men select Pauline Markhaven, an experienced mediator from the ABCUSA list of approved mediators.

### Session I.

Pauline contacts Chester and Martin by phone to introduce herself and schedule three mediation sessions.

At the first session, she meets with them together and opens with an explanation of how the mediation process works and the ground rules under which it operates most effectively:

1. The spirit of Christ should prevail in all of their discussions;
2. They should focus on issues, not personalities;
3. In dealing with the issues they should work on their interests, not take positions;
4. They should develop options to satisfy such interests;
5. Where necessary, they should set standards by which to measure the quality and feasibility of the options they list;
6. Overall, they should work toward mutual-gain rather than win-lose solutions.

The mediator puts these procedures/ground rules on a flip chart as she explains them, answers their questions and then asks each man to accept them as governing their mediation sessions. After a little discussion they agree, and Pauline smiles and congratulates them on reaching their first agreement, and she attaches the sheet of paper to the wall in front of them.

Next, Pauline asks them to list the issues of their dispute. Both men remain silent for a while and just as the mediator thinks that she may have to separate them in order to get the process moving, Chester suggests that what they have is really not a dispute but simply a disagreement. Pauline asks him what the disagreement is over and Chester begins to talk about the different views within the church regarding its building program. Pauline, who has written A building program on the flip chart, reminds them that for now they are merely listing the issues and not telling what happened.

Martin then mentions the board of deacons restrictions on the order of worship and Chester quickly adds that he was kept off of the 75th anniversary committee, and Pauline lists those issues on the flip chart, too. After another period of silence Pauline asks if there are any other issues, and finally Martin says that he believes there is a question of who is in charge at First Baptist - the pastor or the chair of the board of deacons. There now are four issues listed:

1. Building program
2. Order of worship
3. Anniversary committee
4. Who's in charge

Pauline distinguishes A interests from A positions for them. They get into this process more easily than they did the listing of issues and surprise themselves with the number of interests that they share - a majority, in fact - but there are some that they do not hold mutually. Pauline lists them all, on separate sheets for each issue, and because it has been such an intense first session for them, when they are finished she adjourns the meeting.

### Session II.

At the outset of the second session, Pauline briefly reviews with them the mediation procedure and ground rules that they had agreed to at their first meeting. Then she suggests that they take up the A order of worship issue first because she believes it to be the one issue of the four that they can probably resolve fairly quickly with a mutual-gain result. They are agreeable to that so she puts up on the wall the sheet on which are listed the A order of worship interests that they had come up with at the last session. Under mutual interests are:

1. Best order of service for worship needs at First Baptist;
2. Pastor is leader of worship services;

3. Deacons are board responsible for worship life of congregation;
4. Pastor and deacons need to work cooperatively.

And under separate interests are:

1. A Freedom of the pulpit (Martin);
2. Board approved of worship service format (Chester).

The mediator next facilitates their efforts as they brainstorm options to satisfy these interests, taking them one at a time. For interest number one they brainstorm the following, which Pauline has recorded on the flip chart:

- |                       |                    |                  |
|-----------------------|--------------------|------------------|
| *study other churches | *survey membership | *read literature |
| *pastor decides       | *board decides     | *joint planning  |

At this point in the brainstorming process, Martin suddenly interrupts to acknowledge that he should have consulted with the deacons before changing the order of worship that had been in existence for many years under his predecessor, and then Chester confesses that the board didn't really expect to have veto power over the pastor's decisions. The mediator quickly asks Martin if he is making a commitment to consult with the board on any future changes, and when he nods his head the mediator records this statement on the flip chart. Then she asks Chester if the board would commit to the principle that after such consultation the pastor would have the final decision. Chester says that he cannot speak for the board, but that would be his recommendation at its next meeting, and Pauline puts that on the flip chart, too.

Pauline then asks the men what they want to do about the present order of worship, and Martin immediately says that he would be happy to review it with the board and explain why he had made the changes and Chester responds that he believes that would satisfy the deacons. Pauline writes these statements on the flip chart, tears off the sheet and asks each man to sign and date this resolution of their A order of worship (issue).

As the men finish signing the sheet they look at each other and spontaneously shake hands, and Chester says that he recognizes that the pastor at First Baptist is the spiritual and administrative header of the church and that there can be only one person A in charge (and that has to be the pastor – that's what he's being paid for. He adds, however, that the elected lay leadership of the church have a responsibility to the membership to challenge the pastor when they believe that he is wrong. Martin agrees with that, and then says that he believes it was an oversight not to have the chair of the board of deacons on the 75th anniversary committee and that Martin will recommend to the executive council that Chester be appointed.

A delighted mediator rushes to the flip chart and records the statements of both men as resolutions of the A who's in charge (and A anniversary committee) issues. Once again, she has both men sign and date those sheets.

Though the time set aside for this session is not yet over and there is a very positive feeling in the room, Pauline suggests that they adjourn for now and start fresh with the remaining issue, A building program, (at the scheduled third meeting. The men agree, saying that they need more time to reflect on that issue.

Pauline cautions that the remaining issue probably will be more difficult to resolve than the other three because there is so much at stake for the church. But she adds that the breakthrough they have achieved tonight suggests a strong desire to work out all the issues, and she is confident that this spirit will carry over into their next session.

### **Session III.**

The third session with Martin Claymore and Chester McDaniel, and mediator Pauline Markhaven, begins with Pauline reviewing the remaining procedure for resolving the final issue: brainstorming options to satisfy their interests; if necessary, determining standards by which to evaluate such options; and agreeing on mutual-gain solutions. She then puts on the wall in front of them the sheet which contains their interests under the A building program (issue, which they had listed at the first mediation session. It shows seven mutual interests:

1. That which is best for First Baptist
2. Adequate physical plant
3. Affordable building improvement
4. Increased membership
5. Increased worship attendance

6. Effective Christian education
7. Increased church school attendance

and five separate interests:

1. Modernized kitchen for fellowship dinners (Chester)
2. All members pledging to best of their ability (Martin)
3. Debt-free church (Chester)
4. Everyone together for Sunday morning worship (Chester)
5. Priority order for building program: education, worship, administration, fellowship (Martin)

As they review these interests, Pauline asks if they have any changes they would like to make in their list. Chester says that he has something better - a solution to propose. However, Pauline asks him to hold on to that for a while and strongly recommends that they not shortcut the resolution process, that before considering any solutions they first thoroughly discuss all of their interests in the matter, to avoid future impasses on this issue. The men question this suggestion briefly and then agree, and after some discussion of the list before them they substantially revise it. They consolidate the original seven mutual interests into three:

1. An adequate and affordable physical plant
2. Increased worship and church school attendance
3. An improved Christian education program

and reduce the five separate interests to two:

1. A modernized kitchen (Chester)
2. A priority order of education, worship, administration, fellowship (Martin)

Next, under the mediator's patient guidance, Martin and Chester brainstorm options that might satisfy each of the five interests and later explain what they have in mind regarding their brain stormed ideas. Through this process, the two leaders are able to share with each other for the first time, in detail, their hopes and fears concerning the church's building needs. As a result, they each have a better understanding of and appreciation for the other's viewpoints on the subject.

Throughout this lengthy discussion, Pauline serves as a facilitator, occasionally voicing a question that she senses is there but is not being raised or clarifying a point that is being made, and she allows the dialogue to run its course without recording any of it on the flip chart.

Martin acknowledges that he had underestimated the depth of feeling among some of the membership, particularly the older ones, about the need to modernize the church kitchen, which as remained unimproved over the years. Chester is able to admit that he and some others in the church had tried to override the will of the majority of the membership that the highest priority in the building program was the addition of an educational wing, and that as a practical matter the church would have to incur some indebtedness - hopefully small - in order to honor that priority.

When they finally reach the mutual-gain solution stage, Pauline says that Chester can now put forward his proposal, if he still cares to do so. Chester says that after their last session he met with some of the other members and he would now like to propose that if the building committee would expand their plans to include modernizing of the kitchen, he feels confident that he can secure enough new pledges and increases in existing pledges to assure the necessary 75% or better of the increased cost of the total project which would permit the church to go forward with the education addition. A big smile is on Martin's face as he suggests that they go jointly to the building committee with that proposal.

Pauline quickly records this resolution of the Abuilding program≡ issue and Chester and Martin sign and date the sheet as before. The mediator congratulates them both, telling them how impressed she is with their willingness to work out all of their issues with mutual-gain results. They thank her warmly, and the mediation effort is over.

Mediator Pauline Markhaven is aware that philosophical differences remain between the pastor and the chair of the board of deacons of First Baptist Church, and that two such strong-willed leadership personalities could clash again. But she believes that now that they have worked out this difficult conflict their relationship is a healthier one and better able to manage any future disagreements.

She reports the success of the mediation effort to the regional minister, Benton Thornburg, and includes the specific resolutions of the four issues. Benton passes this report on to the executive council of First Baptist Church.