

<b>SUBJECT: DISPUTE/ APPEALS</b>	<b>EFFECTIVE: September 1, 2016</b>	<b>PAGES: 6 [1 of 6]</b>
<b>DEPARTMENT: All Staff</b>	<b>REVISED:</b>	<b>APPROVED BY: Administration/ Board</b>

## **BC Christian Academy Dispute Resolution Policy**

### **Part A. The Need for Mediation Policy:**

At BC Christian Academy it is not the absence of conflict that defines our community, but rather the way in which we deal with conflict. As Christians we take seriously the biblical instruction to make every effort to live in peace and harmony with one another. (Romans 12:18 and Hebrews 12:14.)

However, conflicts do arise, even between sincere Christians. It is also true that there are times when conflict needs to take place. Attempts to stifle conflict are unhealthy for any community. For these reasons, it is essential that we know how to handle conflict within our school community. As a result BC Christian Academy has drafted this school's first mediation policy and procedure. The starting point for the mediation policy is Matthew 18:15, 16; which reads;

*<sup>15</sup>"If your brother sins against you, go and show him his fault, just between the two of you. If he listens to you, you have won your brother over."*

In the next verse Jesus goes onto explain the process to follow when the initial one-to-one process fails to resolve conflict. The mediation procedure set out below is the process that our school community has adopted to resolve conflicts that the parties themselves could not resolve. The mediation policy is premised on Matthew 18:15 that the parties in conflict are to first attempt one-to-one resolution. On occasions where this is not successful or on the rare occasions where one-to-one resolution is not appropriate, the parties in conflict may access the dispute resolution process set out.

Careful thought and prayer needs to precede entry into the mediation process. Our Dispute Resolution Policy is designed to assist us, as a community, in resolving conflict, but ultimately it will be our love for God and our love of each other that will lead us into a strong and affirming relationships at our school. The Dispute Resolution Policy as currently designed covers appropriate disputes

between our community members. Some types of disputes are not covered by the policy.

### **Part B. BCCA Dispute Resolution Policy Member Participants.**

1. Except for cases as listed in Part C below, the following member participants may access the mediation process
2. school administrators;
3. school employees;
4. school teachers;
5. current students of BC Christian Academy;
6. parents of students enrolled in BC Christian Academy; and,
7. the community. As defined in Part D below, the BC Christian Academy School Board may take part in a mediation either as a member participant or as a member observer.

### **Part C. When the Mediation Process May Not be Employed**

#### **I. Types of disputes that may not proceed to Mediation**

Where one or more of the following 'disabling criteria' are present at the time of application for mediation, the dispute or conflict will not proceed to mediation:

1. Solely that relate to school policy;
2. Issues that relate solely to fact finding;
3. Where the dispute relates to a labour dispute and there is already a procedure available to the member participant;
4. Where the conflict relates to a student's or parent's appeal of a disciplinary action imposed by the school administrators, because a disciplinary appeal procedure is already in place.
5. Where the BC Christian Academy Board believes the mediation process would amount to an abuse of process or result in unfairness to one of the member participants;
6. Where conduct between one or more member participants has resulted in criminal charges or the police or Crown are considering criminal charges and the criminal charges have not been finally disposed of by trial, plea or by other means or resolution outside of trial.
7. Subject to article 9 of this section, where a dispute or conflict that may involve or result in litigation or where litigation has commenced unless all participants and or parties to the litigation are member participants and each member participant agrees to be bound by the BC Christian Academy Dispute Resolution Process;
8. A matter that the BC Christian Academy Board determines will, for whatever reason, not be mediated.
9. Where the dispute or conflict takes place between one or more member

participants outside of BC Christian Academy property and which incident or conduct is unrelated to or not connected with ongoing member participant relationships of a personal or educational nature.

10. Where the application for mediation is applied for four months or more after the member participant became aware of the dispute or conflict.
11. The BC Christian Academy Board may refuse to mediate a dispute if one or more of the criteria set out above Part C ( 1- 10 ) are present at the time that the mediation process is sought by the member participant. The decision of the BC Christian Academy Board shall be final.

#### **Part D. Appropriate Disputes for Mediation**

The following disputes may proceed to mediation;

1. All disputes or conflicts not excluded by Part C may proceed to mediation.
2. For greater certainty- if a mediation was previously declined, but more information is received- a member participant may reapply to mediate the dispute or conflict.
3. Should there be a delay beyond the four-month limit, the BC Christian Academy Board will have the option of allowing a mediation if there is a good reason for the delay and there is good reason to have the dispute resolved using the mediation procedure.

#### **Part E. The Role of the BC Christian Academy Board**

The BC Christian Academy reserves the right to attend mediations where it is not a member participant, to observe and take part in the mediation.

#### **Part F. The Mediation Procedure**

1. The mediation process will be initiated by a member participant who has a conflict or a dispute with another member participant.
2. The party seeking to employ the BC Christian Academy Dispute Resolution Policy will be required to show either a bona fide attempt to resolve the dispute was made using the Matthew 18:15 principle, or demonstrate that a one-on-one meeting would be inappropriate.
3. It is expected that disputes involving students, parents, the general community, and teachers will be qualitatively different from disputes between teachers or school employees and the school administration so the procedures are slightly different for these disputes. However, the same general procedures will be employed in either case, subject to the suggestions of the superintendent or the mediator.

#### **PART G Employing the BC Christian Academy Dispute Resolution Policy**

##### **1. Parent , Student or Community Concern**

Where a parent or a student or a member of the general community has a conflict or dispute involving a teacher, a school employee, another parent or

student or the school administration, that parent or student or community member initiating the process will:

- a) contact the campus principal or vice-principal of the school to advise of the dispute or conflict.

If the dispute or conflict has not been the subject of a Matthew 18:15 meeting, the campus principal may at his sole discretion employ the informal mediation procedure.

## 2. School Employee Concern

Where a member participant is a school employee who has a dispute or conflict with another school employee, or parent, or student, with respect to conduct, deportment, or appropriate behavior, that school employee will:

- a) contact the campus principal of the school to advise of the dispute or conflict. If the dispute or conflict has not been the subject of a Matthew 18:15 meeting, the campus principal will be informed and a decision will be made on a course of action. The campus principal may employ the informal mediation procedure set out. In the event that the informal mediation procedure has failed or the campus principal has determined that it will not be successful, the formal BC Christian Academy Dispute Resolution Policy shall be followed.

### Informal Resolution

1. The campus principal, (or where the campus principal may have some direct involvement in the dispute, a representative from the BCCA School Board), will ask if there was an attempt to resolve the dispute or conflict with respect to Matthew 18:15. In the event that no attempt has been made to resolve the dispute or conflict, the campus principal will determine if an informal meeting between the parties should be occur before proceeding with the formal mediation procedure. The campus principal shall have the discretion to decide how the informal meeting will be conducted. Generally, the informal meeting would take place directly between the campus principal and the parties involved. The campus principal would act as a mediator to the dispute or conflict.
2. The campus principal (or in the event that the principal is directly involved in the dispute or conflict, the a BCCA Board Representative) will have the discretion to determine if there should be an informal meeting following Matthew 18:15 first, or if the Dispute Resolution Policy should be followed.
3. If the informal mediation procedure is not successful, the following formal Dispute Resolution Procedure will be followed:

## **PART H**

### **The Formal Process**

1. The member participant will be provided with a copy of the mediation policy and procedure manual.
2. if the member participant decides to use the mediation procedure, s/he agrees to the procedures set out in Parts H

### **Conflict of Interest Issue**

Where a participant member has a dispute or conflict that involves the campus principal or vice principal, the BCCA Board Representative, will follow the same procedure as set out in Part F

### **The Mediation Procedure.**

- A. Where a student or a school employee decides to proceed with mediation, the following procedure shall apply to the mediation:
  1. The party seeking mediation will write a letter, setting out the reason for the complaint in writing. The letter will be given to either the campus principal or in the case of a potential conflict involving the campus principal, the BCCA Board Representative.
  2. The campus principal will forward the letter to the BC Christian Academy Board.
  3. The Board will determine whether the intended mediation is appropriate.
  4. If the Board determines that mediation is not appropriate, the Board will advise the party to employ the Dispute Resolution Policy along with the reason.
  5. In the event that the Board finds that the intended mediation can proceed, the campus principal or BCCA Board Representative will be notified, or both, and the Board will indicate whether it will participate in the mediation.
  6. Once the above is completed, the campus principal or BCCA Board Representative will determine what other member participants should be present at the mediation and notify the member participant.
  7. Each party will provide to the campus principal or BCCA Board Representative a mediation summary which will include:
    - a. background statement that sets out the grounds of the dispute or conflict;
    - b. a summary of settlement discussions or settlement meetings to date;
    - c. their goal in proceeding to mediation;
    - d. their suggestion as to how the dispute might be resolved.
  8. The member participants will provide the summaries to the campus principal or mediator within seven days of the request.
  9. Mediation summaries will not be exchanged by member participants. However, the campus principal or mediator facilitator may give copies to other member participants before mediation begins.

10. Each member participant will be given a list of approved mediators and each party will choose, in order, their preferred three mediators. The mediator with the greatest acceptance will be chosen to mediate. If this process fails, the facilitator will have the right to choose the mediator.
11. A member participant may attend the mediation with counsel, but the cost of counsel will, unless otherwise agreed in writing, be at the sole cost of that party.
12. The mediator will set a date for the mediation not later than 30 days after receipt of the letter.

### Mediation Agreement Terms

The parties to the mediation will sign an agreement about the mediation. The member participants will agree to the following:

1. The parties agree to be bound by or submit to the dispute resolution procedures outlined in the policy and to that extent each party agrees to attend the initial meeting for not less than 4 hours. If the mediation takes more than one day, each party agrees to return to the mediation and continue to mediate in good faith. If after the initial four hour time period there has been no resolution, any participant in the mediation may withdraw from the mediation.
2. Each member participant will conduct themselves with the goal of seeking reconciliation of the dispute;
3. At the beginning of the mediation, the mediator will advise the parties, with their agreement, what information or what type of information might be gained during individual sessions with one party to the exclusion of another party will be disclosed to the other party. Information provided to the mediator on a confidential basis will be respected and shall not be passed along to the other member participants.
4. Each member participant will waive and release any rights, claims, or actions that the member participants may have against the mediator arising with respect to the mediation itself;
5. After the mediation each party will waive any rights, causes of action, claims, demands and costs associated with the dispute or conflict including costs against any and all member participants in the mediation, excepting any that may have been agreed to;
6. Each member participant acknowledges that all comments, acknowledgments, and statements made at mediation are entirely without prejudice and the member participants shall not rely on or attempt to introduce as evidence in an arbitration or Court or law or any judicial proceeding or quasi-judicial proceeding whatsoever any discussions, proposals, recommendations, or admissions made by any of the member

- participants or the mediator in a mediation;
7. The member participants will not subpoena or otherwise require the mediator to testify or produce any records, written or otherwise, respecting the mediation in any proceedings taken subsequent to the mediation, whether or not settlement was achieved;
  8. If a matter is resolved at a mediation, the settlement will be reduced to writing and the parties will sign the mediated result;
  9. The expenses of the mediator and the cost of the mediation will be borne by the participants equally;
  10. All parties will sign a mediation agreement before the mediation begins acknowledging the above including how they shall conduct themselves at mediation.

#### SCHEDULE A. DEFINITIONS

- III. For the purpose of Part B, the following definitions shall mean:
- a) *school employees* shall mean all employees including administrators, teachers, and support staff including employees on leave;
  - b) *current students* of BC Christian Academy shall mean those students enrolled with BC Christian Academy as of the time of the dispute or conflict;
  - c) *parents* of students currently enrolled in BC Christian Academy refers to the parents or guardians or those having care and custody of a student enrolled in the school at the time of the dispute or conflict.
  - f) *a community member* is an individual residing within the general area of the school.
  - g) *the BC Christian Academy Board* refers to the elected members of the Board, including representatives of the Board. The BC Christian Academy Board is referred to in this policy as the BC Christian Academy Board.
  - h) *campus principal* refers to either the Elementary Principal, or High School Principal in that position at the time of the dispute.
  - i) *Board Representative* refers to the board selected member, by the BC Christian Academy Board who is in that position at the time of the dispute
  - j) *mediator* refers to an objective individual outside of the school community, generally appointed by the Association of Christian Schools, who will assist the parties through a dispute
  - k) a member participant is an individual that meets one of the definitions noted in Part B I - 7, above