



Revised Suggested Christian Conciliation, Mediation, and Arbitration Agreement (2018)

The parties to this agreement are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian community in conformity with the biblical injunctions of 1 Corinthians 6:1-8, Matthew 5:23-24, and Matthew 18:15-20. Therefore, the parties agree that any claim or dispute arising out of, or related to, this agreement or to any aspect of the employment relationship, including claims under federal, state, and local statutory or common law, the law of contract, and the law of tort shall be settled by biblically based mediation. If resolution of the dispute and reconciliation do not result from mediation, the parties agree to utilize binding Christian arbitration as the sole and exclusive means to resolve all disputes or claims against [school name] or any of its employees, officers, directors, agents or volunteers that may arise out of or be related in any way to the employment of [teacher or staff member name]. Included within the scope of this agreement are all disputes or claims whether based on tort, contract, or statutes including, but not limited to, any claims of discrimination, harassment, and/or retaliation based on local, state, or federal law. The arbitrator for such binding arbitration shall be independent, objective, and neutral.

The parties agree for the arbitration process to be conducted in accordance with the "Rules of Procedure for Christian Conciliation" ("Rules") of the Institute for Christian Conciliation contained in the booklet *Guidelines for Christian Conciliation*. A copy of the "Rules" may be obtained from the school office or at the website for the Institute for Christian Conciliation (www.iccpeace.com). Consistent with these "Rules," each party to the agreement shall agree to the selection of the arbitrator. The parties agree that if there is an impasse in the selection of the arbitrator, the Institute for Christian Conciliation shall be asked to provide the name of a qualified person who will serve in that capacity. Resolution of all disputes shall be based upon any local, state, or federal law or regulation governing the claims and defenses. Consistent with the "Rules," the arbitrator shall issue a written opinion, with findings of facts and law and consistent with the "Rules," within a reasonable time.

The parties acknowledge that the resolving of conflicts requires time and financial resources. In an effort to fully encourage and implement a biblically faithful process, [school name] agrees to pay all fees and expenses which may be required by the mediator, case administrator, and/or

arbitrator related to such proceeding. The issue of final responsibility for such costs will be an agreed issue for consideration or determination in the mediation or arbitration. The parties agree that they will endeavor to exchange information with each other and present the same at any mediation or arbitration pursuant to the "Rules" with the intent to minimize cost and delays to the parties. They will seek to cooperate with one another and may request the mediator, case administrator, and/or arbitrator to direct and guide the preparation process so as to reasonably limit the amount of fact-finding, investigation, and discovery by the parties to that which is reasonably necessary for the parties to understand each other's issues and positions, and to prepare the matter for submission to the mediator and/or arbitrator to inform the mediator and/or arbitrator. In addition, the parties agree that in the event of arbitration, they will use a single arbitrator who is experienced in the relevant area of law and familiar with biblical principles of resolving conflict.

The parties to this contract agree that these methods shall be the **sole remedy** for any controversy or claim arising out of the employment relationship or this agreement and **expressly waive** their right to file a lawsuit against one another in any civil court for such disputes, including any class action proceeding, except to enforce a legally binding arbitration decision, and this waiver will be equally binding on any person who represents or seeks to represent the parties in a lawsuit against the other in any court of law. The parties acknowledge that by waiving their legal rights to file a lawsuit to resolve any dispute between them, they are not waiving their right to employ legal counsel at their own expense to assist them in any phase of the process.

By signing this employment contract the parties agree that they have read, understand, and agree to be legally bound to all of the above terms, and further understand that they are required to mediate or arbitrate any and all disputes or claims that arise out of the employment relationship.

Notice: These articles are designed to provide accurate and authoritative information in regard to the subject matter covered. They have been provided to member schools with the understanding that ACSI is not engaged in rendering legal, accounting, tax or other professional service. If legal advice or other expert assistance is required, the services of a competent professional person should be sought. Laws vary by jurisdiction and the specific application of laws to particular facts requires the advice of an attorney.