

Employment Conciliation Clause 1

Additional examples of clauses relating to employment contracts were prepared for the Association of Christian Schools International and for other Christian employers seeking to meet requirements established by various courts for an employer/employee context.

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 law of tort, shall be settled by biblically based mediation. If the resolution of the dispute and reconciliation do not result from mediation, the matter shall then be submitted to an independent and objective arbitrator for binding arbitration.

The parties agree for the arbitration process to be conducted in accordance with the Rules of Procedure for Christian Conciliation™ (“Rules of Procedure”) of the Institute for Christian Conciliation (complete text of the Rules of Procedure is available at www.aorhope.org/rules) or by contacting the Institute for Christian Conciliation at icc@aorhope.org. 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™ (hereafter ICC), shall be asked to provide the name of a qualified person who will serve in that capacity. Consistent with the Rules of Procedure, the arbitrator shall issue a written opinion 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, _____ (name of school or organization) 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 they will endeavor to exchange information with each other and present the same at any mediation, or, if to arbitration pursuant to the Rules of Procedure, with the intent to minimize costs and delays to the parties. They will seek to cooperate with each other 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 an 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 a jury trial and/or to file a lawsuit against each other in any civil court for such disputes, including any class action proceeding, except to enforce a

legally binding arbitration decision. The parties acknowledge that by waiving their legal rights to a jury trial or lawsuit , they are not waiving their right to employ legal counsel at their own expense to assist them in any phase of the process.