

INSERT MINISTRY OR SCHOOL LOGO HERE

Alternative Dispute Resolution Agreement and Addendum to Employment Agreement with **[MINISTRY OR SCHOOL]**

The undersigned parties to this agreement are in an Employer-Employee relationship, 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 if any claim, controversy or dispute arising out of or relating to any breach, enforcement, interpretation or default of their employment agreement (including any alleged misrepresentation concerning it), or any aspect of their employment relationship, whether arising under federal, state, or local statutory or common law, contract, statute, tort or otherwise (a "Dispute"), cannot be resolved through negotiation, then the parties, on behalf of themselves and their respective officers, directors, deacons, elders, employees, spouses and community property estates (as the case may be – the "Related Persons" – each of whom is an express third party beneficiary to this alternative dispute resolution ["ADR"] agreement), agree to first try, in good faith, to settle the Dispute by non-binding, biblically based mediation as administered by the *Institute for Christian Conciliation*[™], a division of *Ambassadors of Reconciliation* (the "ICC") under its then current Rules of Procedure (see <https://www.aorhope.org/icc-rules> - the "ICC Rules").

If the parties cannot resolve their Disputes through mediation, then they shall be settled by binding arbitration under the Federal Arbitration Act (9 U.S.C. §§ 1 et seq. – the "FAA"), as administered by the ICC under the ICC Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Subject to the ICC Rules, the parties agree that they will use a single, neutral attorney-arbitrator who is experienced in the relevant area of the law relating to the Disputes and who satisfies the ICC's *Standard of Conduct for Christian Conciliators*. If the parties cannot agree to the selection of a mutually agreeable arbitrator, then the ICC may appoint one for them. If the provisions of the FAA conflict in any way with the ICC Rules then the ICC Rules, as construed by the arbitrator, shall govern. The arbitrator shall have the powers of an Administrator under the ICC Rules. The arbitrator may order or permit such discovery as the arbitrator decides is proportional and appropriate in the circumstances, considering the needs of the parties to the arbitration and other affected persons and the desirability of making the proceeding fair, expeditious, and cost effective. In no event shall any demand or claim regarding any Dispute be made after the date when institution of legal or equitable proceedings based on the Dispute would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration (or counterclaim concerning the same) by the party against whom a claim is asserted or the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Dispute. If any lawsuit, arbitration or other action or proceeding is brought concerning any Dispute, then the successful or prevailing party shall be entitled to recover the prevailing party's reasonable attorneys' fees, court costs and other expenses of litigation and/or arbitration; provided, however, that such attorneys' fees and costs may only be awarded if authorized by law in a civil action involving the same claim(s) as the Dispute(s).

The parties acknowledge that resolving conflicts requires time and financial resources. To fully encourage and implement a biblically faithful process, **[MINISTRY OR SCHOOL]** agrees to advance all fees and expenses of ICC administration of any mediation and/or arbitration, and its portion of the mediator's and/or arbitrator's fees as set by the ICC for such proceedings, subject to its right to recover the same if it is the prevailing party at any arbitration. The parties agree (i) to endeavor to promptly exchange information with each other and present the same at any mediation (or arbitration) so as to minimize costs and delays to the parties and (ii) to cooperate with each other and the mediator, Administrator, and/or arbitrator so as to reasonably limit the amount of fact-finding, investigation, and discovery by the parties to that which is proportional to, and reasonably necessary for, the parties' Disputes and its presentation(s) to the mediator and/or arbitrator.

The parties to this agreement agree that these methods shall be the sole remedy for any controversy or claim arising out of their employment relationship or this agreement and expressly waive their right to file a lawsuit against each other in any civil court for such disputes, including any class action proceeding, except to enforce arbitration or a legally binding arbitration award. 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. Employer agrees to continue employing employee in consideration hereof.

[MINISTRY OR SCHOOL]	EMPLOYEE	EMPLOYEE'S SPOUSE
By _____, President	By:	By:
Dated:	Dated:	Dated: