

## **PROCEDURES FOR ARBITRATION**

### *SECTION A*

#### *SCOPE OF ARBITRATION*

The parties must, prior to the selection of arbitrators, agree to the scope of the matters to be considered by the arbitrator. In doing so, the parties must conduct themselves with the utmost courtesy as befits believers in Jesus Christ. If the scope of the dispute for arbitrators cannot be agreed upon by the parties, the scope shall be determined by the arbitrators.

### *SECTION B*

#### *SUBMISSION TO ARBITRATION*

- 2.1 The parties, as Christians, believing that lawsuits between Christians are prohibited by Scripture, and having agreed, according to the Parent-School Agreement to submit disputes to binding arbitration, and waive any legal right to take the dispute to a court of law, will refer and submit any and all disputes, differences, and controversies whatsoever within the agreed scope of arbitration to a panel of three arbitrators, to be selected as follows:
- a. All arbitrators must be born-again Christians of good reputation in the community and who affirm the School's Statement of Faith in its entirety.
  - b. Each party shall submit a list of three proposed arbitrators to the other party, and the other party will choose one of the three proposed arbitrators to serve on the panel.
  - c. The third arbitrator will be selected by mutual agreement of the other two arbitrators.
  - d. In selecting the arbitrators, each party shall act in good faith in choosing Christian arbitrators who have no prior knowledge of the facts leading up to the dispute, are not related to or close friends with the selecting party, and who will not act impartially and with fundamental fairness.
  - e. No arbitrator may be an attorney.
  - f. No arbitrator may be employed or ever have been employed by, or under the authority of, either party or any other arbitrator.
  - g. The arbitrator will be selected as soon as possible but no later than 30 days after the parties have agreed to the scope of the arbitration.
  - h. The arbitration will be held at a neutral site agreed to by the arbitrators.
- 2.2 The arbitrators shall, subject to the provisions of these procedures, arbitrate the dispute according to the terms of these procedures, the Bible as interpreted by the school's Statement of Faith, and any applicable school documents.
- 2.3 Each party may be represented by counsel throughout the process at the party's own expense. Discovery will be allowed as needed, as determined in the discretion of the arbitrators. Formal rules of evidence shall not apply.

## *SECTION C*

### *TERMS AND CONDITIONS OF ARBITRATION*

- 3.1 The arbitrators shall have full power to make such regulations and to give such orders and directions, as they shall deem expedient in respect to a determination of the matters and differences referred to them.
- 3.2 The arbitrators shall hold the arbitration hearing as soon as possible, but no later than thirty (30) days after the selection of the third arbitrator.
- 3.3 There shall be no stenographic record of the proceedings, and all proceeding shall be closed to the media and any other individuals not directly involved in the proceedings.
- 3.4 Normally, the hearing shall be completed within three (3) hours. The length of the hearing, however, may be extended by the arbitrators in their discretion or an additional hearing may be selected by the arbitrators to be held promptly.
- 3.5 There will be no post-hearing briefs.
- 3.6 The arbitrators are to make and publish their award, in writing, signed by each of them concerning the matters referred, to be delivered to the parties no later than 48 hours form the conclusion of the hearing, unless otherwise agreed by the parties. The arbitrators may, in their discretion, furnish an opinion.

## *SECTION D*

### *CONDUCT AND RULES OF HEARING*

- 4.1 The arbitrators may, in their absolute discretion, receive and consider any evidence they deem relevant to the dispute, whether written or oral, without regard to any formal rules of evidence.
- 4.2 The parties and their respective witnesses must, when required by the arbitrators, attend and submit to examination and cross-examination under oath as to all or any of the matters referred to in the proceedings, and to produce and deposit with the arbitrators all or any evidence within their possession or control concerning such matters.
- 4.3 If a party defaults in any respects referred to in Subsection 4.2, above, the arbitrators may proceed with the arbitration in their discretion as if no such evidence were in existence, insofar as it may be favorable to the party in default.
- 4.4 All presentations shall be controlled by the arbitrators. Any disputes regarding procedure shall be decided solely by the arbitrators.

## *SECTION E*

### *DUTIES OF ARBITRATORS*

- 5.1 The arbitrators are to receive all evidence, prayerfully consider such evidence in an impartial manner, and render a decision which, based upon Scriptural principles, is fair to all parties.
- 5.2 The arbitrators have full power to order mutual releases to be executed by the parties, and either of the parties failing, such orders shall have the effect of a release, and may be duly acknowledged as such.
- 5.3 In the event that either party or a witness for either party shall fail to attend the arbitration hearing after such written notice to such party as the arbitrators shall deem reasonable, the arbitrators may proceed in the absence of such party or witnesses without further notice.

## *SECTION F*

### *DECISION OF ARBITRATORS*

- 6.1 It is preferred that the arbitrators reach a unanimous decision, but if a unanimous decision cannot be obtained, a majority decision will be accepted. The written decision of a majority of arbitrators shall be final and binding on all parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. There is no appeal from the decision of the arbitrators.
- 6.2 The decision of the arbitrators is to be kept confidential by all parties for a period of one year. For purposes of these procedures, the church membership may be informed of the decision if the church or any church pastors, officers, trustees, employees, or board members were a party to the preceding.
- 6.3 Should any party commence legal proceedings against another party with respect to the agreed scope of the dispute or the binding decision of the arbitrators, with the exception of an action to enforce the decision of the arbitrators, that party shall pay to the other party all expenses of said proceedings, including reasonable attorneys' fees. In the event it becomes necessary for one party to commence legal proceedings to enforce the decision of the arbitrators, the non-prevailing party must bear all of the costs of said proceedings, including reasonable attorneys' fees.

## *SECTION G*

### *PARTIES TO COOPERATE*

No party shall unreasonably delay or otherwise prevent or impede the arbitration proceedings. No party will involve the news media in the dispute in any way. No party shall publicize the dispute in any way to anyone not a party to the proceedings, except as permitted by the arbitrators, and except that a party may disclose the proceedings of this arbitration to his or her spouse, legal counsel, accountants, insurance carrier, and as otherwise required by law.

## *SECTION H*

### *COSTS AND EXPENSES*

Each party shall pay his or her own costs and expenses related to presenting the party's case to the arbitrators. The costs of the arbitration, including any fees for the arbitrators is to be shared equally by both parties.

*SECTION I*

*AMENDMENTS*

These Procedures for Arbitration may be revised or amended by a majority vote of the school board present and voting at any regular board meeting.

*SECTION J*

*ADOPTION*

- 10.1 These Procedures for Arbitration were adopted by a majority vote of the school board at which a quorum was present.
- 10.2 These Procedures for Arbitration supersede any other Procedures for Arbitration previously adopted by the school board, if any exist.