

EVANGELICAL COUNCIL FOR ABUSE PREVENTION, INC.

Dispute Resolution Policy

The Bible commands that people make every effort to live at peace and to resolve disputes in private or within the Christian church body (Matthew 18:15-20; 1 Corinthians 6:1-8). In addition, a common interest exists in preventing and resolving any misunderstandings or differences that may arise between two or more persons operating under the authority of the Bylaws. Therefore, in the event such a conflict may arise, and except as specifically provided otherwise in **Evangelical Council for Abuse Prevention, Inc.**'s Bylaws regarding confidentiality or other binding commitments with the Corporation, the parties to the dispute shall resolve it as follows.

Article I. Private Resolution

The parties first in good faith shall seek resolution of the conflict personally, confidentially, and directly with each other. Such process should include: A. prayer; B. statements by each person, explaining and clarifying the issues involved; C. opportunities for the other person to respond; D. a discussion of each party's responsibility; E. application of relevant Biblical principles; F. a discussion of appropriate solutions; G. agreement on a solution; and H. closing comments and prayer.

Article II. Mediation

If the parties cannot satisfactorily resolve a conflict privately, then either party to the conflict may request mediation.

- A. The parties shall promptly retain a mutually-agreed upon neutral mediator who will agree in writing to the Corporation's Statement of Faith and to utilize biblically-based conflict resolution principles. The goal of the mediation process and the mediator is to bring about an amicable, voluntary resolution of the dispute, and the parties shall make a good faith effort to work with one another and the mediator to effect such a resolution of their dispute.
- B. Such mediator shall be retained from a reputable source or organization such as Institute for Christian Conciliation, or the Center for Conflict Resolution (located in Chicago, Illinois) or a similar organization based in Florida or the southeastern United States.
- C. In the event that the parties cannot agree on a mediator, then each party shall select a mediator. The two individually selected mediators shall jointly identify a third mediator, who then will be responsible for facilitating a binding resolution of the parties' dispute at a mutually agreed upon time and place.
- D. The mediation shall be conducted in accordance with the rules of the organization from which the mediator who facilitates the parties' dispute is retained. Notwithstanding the foregoing, any and all mediation conferences shall be private and all communications therein confidential unless the parties otherwise agree.
- E. The fees and costs of the mediator who facilitates the mediation shall be borne equally by the parties. The fees and costs of any mediator whom a party retains individually shall be borne by that party.
- F. The mediator shall have sole discretion to make the determination that the parties have reached an impasse and no voluntary resolution will be forthcoming.

Article III. Arbitration

If the parties cannot reach a resolution through mediation, and the mediator makes the determination that the parties have reached an impasse and no resolution will be forthcoming, the parties shall submit the matter for arbitration.

- A. Each party to the dispute shall select an impartial, disinterested person who agrees to consent in writing to the Corporation's Statement of Faith to be part of the arbitration panel.

- B. The persons so selected shall appoint one or more additional person(s) as may be necessary to provide an odd numbered arbitration panel and such additional person(s) shall be similarly required to consent in writing to the Corporation's Statement of Faith.
- C. When the arbitration panel is assembled the parties in conflict shall be permitted to present evidence and arguments in support of their position and the panel shall deliberate as necessary to resolve the problems. The panel's arbitration decision shall be in writing.
- D. Compensation for the arbitration shall be paid equally by the parties.

These methods shall be the sole legal remedy for any controversy or claim arising out of this Agreement, except as provided above. No party shall bring any dispute under the Bylaws to any court of law or chancery except to enforce a mediation agreement or arbitration decision and except in keeping with any obligations of confidentiality contained in the bylaws or other binding agreements with the Company. Notwithstanding anything to the contrary, this Dispute Resolution Policy shall be subject to the approval of any insurance carrier providing coverage for the Corporation.