

# THE GRACE ACADEMY

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## MEDIATION AND BINDING ARBITRATION AGREEMENT

At The Grace Academy, we as Christians believe that the Bible commands us 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 (The Grace Academy and the parents or guardians of enrollees in The Grace Academy) agree that any claim or dispute arising out of, or related in any way to, any aspect of the relationship between The Grace Academy and its students and/or their families, 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, and, if necessary, binding arbitration.

If resolution of any dispute and reconciliation do not result from mediation, the matter shall then be submitted to a panel of three independent and objective arbitrators for binding arbitration. Each party to the agreement shall have the right to select one arbitrator (unless the parties mutually agree to the use of only one arbitrator). The two arbitrators selected by the parties shall jointly select the neutral third arbitrator. If there is an impasse in the selection of the third arbitrator, the Institute for Christian Conciliation division of Peacemakers Ministries of Billings, Montana [(406) 256-1583] shall be asked to provide the name of a qualified person who will serve in that capacity. The mediation and arbitration process shall be conducted in accordance with the “Rules of Procedure for Christian Conciliation” contained in the Peacemaker Ministries booklet, *Guidelines for Christian Conciliation*.

The parties to this contract agree that these methods shall be the *sole remedy* for any controversy or claim arising out of the relationship between The Grace Academy and its students and/or their families, or this agreement and *expressly waive* their right to file a lawsuit against one another in any civil court for such disputes, except to enforce a legally binding arbitration decision.

The parties to this agreement have had an opportunity to consult legal counsel before signing this agreement.

\_\_\_\_\_  
Parent or Guardian Name

\_\_\_\_\_  
Student Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designee for The Grace Academy

\_\_\_\_\_  
Principal  
Title

\_\_\_\_\_  
Date



*An independent study program of Grace Brethren Schools*