

## Agreement for Mediation and/or Arbitration

The following agreement to Mediate and/or Arbitrate is between \_\_\_\_\_ as the fully authorized parent or legal guardian acting on behalf of the \_\_\_\_\_ Family and its immediate members (“The Family”) and The Home Educator’s Outsourcing Solution and its teachers (THEO) – the parties to this agreement.

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 5:23-34, 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 statutory claims, shall be settled by biblically based mediation.

If resolution of the 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 Peacemaker 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*. (A complete text of the Rules is available at [www.HisPeace.org](http://www.HisPeace.org).)

The parties 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 file a lawsuit against one another in any civil court for such disputes, except to enforce a legally binding arbitration decision.

Governing Law. These Terms and Conditions, as well as any claims arising from or related thereto, whether in tort, contract or otherwise, are governed by Texas Law without regard to Texas’ choice of law rules.

Severability. The invalidity or unenforceability of any provision of these Terms and Conditions shall not for that reason alone affect the validity or enforceability of any other provision of these Terms and Conditions.

Signature (of The Family member or duly authorized legal representative)

\_\_\_\_\_  
Date

Signature of THEO representative.

\_\_\_\_\_  
Date