

Elementary students

Name _____
Name _____
Name _____

Grade _____
Grade _____
Grade _____

STUDENT/PARENT AGREEMENT

We have read and discussed the contents of this Student/Parent Handbook and understand the obligations of students and parents at Miami Christian School. We agree to comply with each of the policies and procedures set forth in the handbook. We understand that this handbook represents the current policies, procedures, and regulations, and that except for the Agreement to resolve all disputes through Christian Conciliation (including arbitration), any and all policies or practices can be changed at any time by the School. The School retains the right to add, change or delete policies or other school conditions at any time (except the arbitration Agreement, which may not be changed, altered, revised or modified without a writing signed by the Head of School and the parent).

The parties to this agreement agree to abide by the Christian principle of the Biblical commands to make every effort to live at peace and resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; I Corinthians 6:1-8). In that regard, we understand that the School has a system of alternative dispute resolution which involves conciliation and, if necessary, binding arbitration to resolve all disputes which may arise out of the relationship between students, parents, and the School. Because of the mutual benefits (such as reduced expense and increased efficiency) which private conciliation and, if necessary, binding arbitration can provide both the School and myself, I agree that any legally cognizable claim, dispute, and/or controversy (including, but not limited to, any contract claims, any statutory claims, including claims of discrimination and harassment under Florida or federal law, any claims under local, state, or federal ordinances, laws, or regulations, and any common law claims) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between myself (on my behalf or on behalf of my child) and the School (or its owners, trustees, directors, officers, managers, employees, agents, and parties affiliated with it) arising from, related to, or having any relationship or connection whatsoever with my relationship as a student or parent or other association with the School, whether based on tort, contract, statutory, or equitable law, or otherwise, shall be submitted to and determined exclusively by conciliation and, if necessary, binding arbitration under the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation.

In addition, the parties agree that any such claim must be brought within 180 days of the event giving rise to the claim and that resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. **I UNDERSTAND THAT THIS BINDING ARBITRATION PROVISION REQUIRES BOTH I AND THE SCHOOL TO GIVE UP OUR RIGHTS TO TRIAL BY JURY. THE PARTIES UNDERSTAND THAT THESE METHODS SHALL BE THE SOLE REMEDY FOR ANY CONTROVERSY OR CLAIM ARISING OUT OF THIS AGREEMENT OR RELATING IN ANY WAY TO THE STUDENT'S OR PARENT'S INVOLVEMENT WITH THE SCHOOL AND EXPRESSLY WAIVE THEIR RIGHT TO FILE A LAWSUIT IN ANY CIVIL COURT AGAINST ONE ANOTHER FOR SUCH DISPUTES, EXCEPT TO ENFORCE AN ARBITRATION DECISION.** The parties further agree that the venue for any such conciliation or arbitration shall be in Miami-Dade County, Florida.

MY SIGNATURE ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ENTIRE AGREEMENT.

Print Name of Parent/Guardian

Signature of Parent/Guardian

Date

Print Name of Student

Signature of Student

Date