

RULES AND PROCEDURES FOR ARBITRATION OF PARENTING PLANS

1. **Contact with Arbitrator.** There will be no direct contact with the arbitrator by either party or their attorney's regarding the merits of any issues. Direct contact with the arbitrator or the arbitrator's office will be limited solely to scheduling issues. All communications with the arbitrator shall be in writing with copies forwarded to the other party or his/her attorney. Copies of any documents sent to the arbitrator must reflect on their face that a copy was sent to the other party. Any written material sent to the arbitrator that does not reflect that it was sent to the other party will be ignored by the arbitrator. Neither party will leave a voicemail message for the arbitrator regarding any of the issues to resolved in the arbitration process.
2. **Legal Counsel.** Each party is entitled to be represented by legal counsel at all times. Either party may consult with his/her attorney at any time including by telephone during the arbitration sessions. Attorneys for either party may be present at any arbitration session as long as the other party is informed at least two (2) days in advance.

All arbitration session will be conducted with both parties in the same room. The arbitrator will not meet with the parties separately and will not conduct the arbitration with one party in one room and the other party in the other room.

3. **Testimony and/or Statement of other Parties.** Either party may present affidavits or written material from by third parties. Any such written testimony/materials must be provided to the arbitrator and the other party at least seven (7) days prior to the arbitration hearing. If a party wishes to present oral testimony of a third party, then the arbitrator and the other party must be notified, in writing, at least seven (7) days in advance that oral testimony will be presented. The name and a brief summary of the testimony to be provided by the third person must also be given in writing to the arbitrator and the other party.
4. **Procedure.** At the arbitration proceeding the person requesting the arbitration will present his/her testimony and arguments first. The other person will respond by presenting his/her testimony and arguments. The person requesting the arbitration will have a final opportunity to reply. Both parties shall produce documents and answer questions and testify under oath as may be requested by the arbitrator.
5. **Length of the Arbitration.** The arbitrator shall schedule and determine the length of the arbitration proceedings. The actual scheduling date and times for the arbitration will be determined by the arbitrator.

6. **Authority.** Absent agreement of the parties, the arbitrator does not have authority to modify or change the terms of a Parenting Plan. Absent agreement of the parties, the arbitrator's authority is limited to clarifying and interpreting the Parenting Plan. The arbitrator does not have authority to hold either party in contempt for violation of a Parenting Plan.
7. **Default.** If one party requests arbitration, the arbitrator will schedule an arbitration hearing. If the other party fails to respond or attend the arbitration, the arbitrator may proceed and rule on the request. If a party fails to respond or appear at the arbitration hearing the arbitrator may grant the arbitration request.
8. The request for arbitration is to be commenced by a party requesting arbitration in writing. The request should state the issue(s) in dispute, a brief statement of facts surrounding the issue(s), and, the requested resolution. The written request for arbitration is to be sent to the arbitrator with a copy to the other party. The arbitrator will then schedule the arbitration and schedule dates by which the other party to respond.
9. **Fees and Costs.** Fees for the arbitration will be at the rate of \$_____ per hour. Faxes will be charged at the rate of .50 per page, photocopies will be charged at the rate of .10 per page, and long distance telephone calls will be charged at actual cost. The arbitrator will estimate the total amount of time required for the arbitration to include preparation time, hearing time, and time necessary to prepare a written decision. Unless the parties' Parenting Plan provides otherwise, each party shall submit one-half of the estimated fees in advance of the arbitration hearing. If the arbitration takes less time than anticipated, fees will be refunded. If the arbitration takes more time than anticipated, additional fees will be required. All fees are to be paid prior to the Arbitration Decision being issued.

The arbitrator has authority to award fees and costs to either party and to adjust the final responsibility for the cost of arbitration. In addition to the hourly charge for arbitration additional costs may be charged for long distance telephone calls, faxes, and photocopies.
10. **Arbitration Decision.** The original of the Arbitration Decision will be filed with the Clerk's office of the appropriate court.
11. **Reconsideration.** Either party may request reconsideration of the Arbitration Decision. Such request is to be made, in writing, within ten (10) days from the date of the Arbitration Decision. If the arbitrator determines that the request is without merit, the arbitrator will enter a decision denying the request for reconsideration. If the arbitrator is going to consider the request then the other party will be provided an opportunity to respond. Unless otherwise determined by the arbitrator all

proceedings with regard to a request for reconsideration will be done in writing and there will be no oral presentations.