

DRAFT
FOR DISCUSSION ONLY

FAMILY LAW ARBITRATION ACT

NATIONAL CONFERENCE OF COMMISSIONERS
ON UNIFORM STATE LAWS

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March 8, 2016

FAMILY LAW ARBITRATION ACT

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1 **FAMILY LAW ARBITRATION ACT**

2
3 **Prefatory Note**

4
5 Arbitration, while used extensively in labor law and contracts, has only recently become
6 an option in family law cases. Arbitration is a process in which the parties, usually spouses,
7 agree to submit one or more issues arising from the dissolution of their relationship to a neutral
8 third party for resolution. Arbitration resembles litigation in that a third person makes a decision
9 based on the facts presented. The major difference is that the parties choose and pay for the
10 arbitrator. The parties can choose a family law specialist who has represented both fathers and
11 mothers or a retired domestic relations judge to arbitrate part, or all, of a case.
12

13 The move toward alternative dispute resolution developed in response to increasing
14 number of contested family law cases on court dockets and to social science literature about the
15 harm to children from prolonged adversarial disputes. Mediation, once voluntary, has become
16 mandatory in many jurisdictions before parties can seek a court date. Mediators cannot advise on
17 or recommend an outcome if the parties cannot reach agreement. Arbitration offers an alternative
18 for those who want a faster, more confidential, potentially less adversarial proceeding with an
19 experienced decision-maker. The arbitrator decides the dispute rather than making
20 recommendations or helping the parties resolve their own dispute.
21

22 Arbitration clauses have begun to appear in premarital, separation and mediated
23 settlement agreements. The American Arbitration Association has developed a family dispute
24 service and offers mediation services, as well as arbitration. As early as 1990, the American
25 Academy of Matrimonial Lawyers (AAML) adopted Rules for Arbitration of Financial Issues. In
26 2005, the AAML adopted a Model Family Law Arbitration Act. Although no state has adopted
27 its act, the AAML conducts training to certify family law arbitrators. Several states have statutes
28 authorizing arbitration of property and support issues; others allow custody. Other states use
29 existing arbitration law for family law disputes.
30

31 The Uniform Law Commission Executive Committee appointed the Family Law
32 Arbitration Study Committee in April 2012. After considering the feasibility and desirability of
33 a uniform or model act on family law arbitration for several months, the Study Committee
34 unanimously recommended that a drafting committee be appointed to develop a free-standing act
35 on family law arbitration. The Study Committee further suggested that the act need only contain
36 the features of arbitration law that are essential for family law arbitration and are typically not
37 addressed by commercial arbitration statutes. The Study Committee envisioned an act that
38 would incorporate by reference the existing structure of a state’s commercial arbitration statutes
39 – whether it’s the original Uniform Arbitration Act or the 2000 Revised Uniform Arbitration
40 Act. In 2013 the Uniform Law Commission approved a drafting committee to write a Family
41 Law Arbitration Act. The Committee originally agreed that a free-standing act addressing family
42 law arbitration in full, rather than a partial act with references that incorporate other arbitration
43 law in the state, would be preferable because it would provide a single statutory scheme for

1 family law attorneys and arbitrators to consult when engaging in family law arbitration. It would
2 avoid ambiguity that might arise through an “incorporation by reference” approach. In
3 particular, if family law arbitrators were to be governed in part by existing commercial
4 arbitration statutes, the judicial interpretations of those laws might not be appropriate for family
5 law arbitration. The applicability of those precedents, in other words, would be an ongoing
6 question. Drafting a free standing act proved to be difficult because there are some parts of
7 existing arbitration law, especially those relating to procedures and general arbitration practice
8 that seem equally applicable to family law.

1 **FAMILY LAW ARBITRATION ACT**

2 **SECTION 1. SHORT TITLE.** This [act] may be cited as the Family Law Arbitration

3 Act.

4 **SECTION 2. DEFINITIONS.** In this [act]:

5 (1) “Arbitration agreement” means an agreement which subjects a family law dispute to
6 arbitration.

7 (2) “Arbitrator” means an individual selected or appointed, alone or with others, to make
8 an award in a family law dispute that is subject to an arbitration agreement.

9 (3) “Court” means [the family court] [insert name of a tribunal authorized by law to hear
10 a family law dispute].

11 (4) “Family law dispute” means a contested issue arising under the family or domestic
12 relations law of this state.

13 (5) “Child-related dispute” means a family law dispute regarding child custody, parenting
14 time, visitation, parental responsibility or authority, or support of a child.

15 (6) “Party” means an individual who signs an arbitration agreement and whose rights will
16 be determined by an award.

17 (7) “Person” means an individual, corporation, business trust, estate, trust, partnership,
18 limited liability company, association, joint venture, government; governmental subdivision,
19 agency, or instrumentality; public corporation; or any other legal or commercial entity.

20 (8) “Protection order” means an injunction or other order, issued under the domestic-
21 violence, family-violence, or anti-stalking laws of the issuing jurisdiction to prevent an
22 individual from engaging in a violent or threatening act against, harassment of, contact or
23 communication with, or physical proximity to another individual who is a party or a child under

1 the custodial responsibility of a party.

2 (9) “Record” means information that is inscribed on a tangible medium or that is stored in
3 an electronic or other medium and is retrievable in perceivable form.

4 (10) “Sign” means, with present intent to authenticate or adopt a record:

5 (A) to execute or adopt a tangible symbol; or

6 (B) to attach to or logically associate with the record an electronic symbol, sound,
7 or process.

8 (11) “State” means a state of the United States, the District of Columbia, Puerto Rico, the
9 United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of
10 the United States. The term includes a federally recognized Indian tribe.

11 **SECTION 3. NOTICE.**

12 (a) Except as otherwise provided in this [Act], a person gives notice to another person by
13 taking action that is reasonably necessary to inform the other person in ordinary course, whether
14 or not the other person acquires knowledge of the notice.

15 (b) A person has notice if the person has knowledge of the notice or has received notice.

16 (c) A person receives notice when it comes to the person’s attention or the notice is
17 delivered at the person’s place of residence or place of business, or at another location held out
18 by the person as a place of delivery of such communications.

19 **SECTION 4. SCOPE.**

20 (a) This [act] governs the arbitration of a family law dispute, [including] [excluding] a
21 child-related dispute, within the subject-matter and personal jurisdiction of the court.

22 (b) This [act] does not [limit the power of the court to] [authorize the arbitrator to]:

23 (1) grant a [divorce] [dissolution of marriage];

- 1 (2) terminate parental rights;
- 2 (3) grant an adoption or guardianship of a minor or incapacitated individual; [or]
- 3 (4) determine the status of [dependency] [a child in need of protection];[or
- 4 [(5) insert other status determination to be excluded from arbitration.]

5 **Legislative Note:** *If your state wants to permit arbitration of child-related disputes, the*
6 *word “included” in subsection (a) should be enacted. If your state wants to prohibit arbitration*
7 *of child-related disputes, the word “excluded” in subsection (a) should be enacted.*

8
9 **SECTION 5. APPLICABLE LAW.**

10 (a) Except as otherwise provided in this [act], the law governing the arbitration process is
11 [cite to this state’s statutory law on binding arbitration] and procedural rules selected by the
12 parties or the arbitrator.

13 (b) [Except as provided in subsection (c), in] [In] determining the merits of a family law
14 dispute, the arbitrator shall apply:

15 (1) the law of a state designated by the parties, or

16 (2) in the absence of a designation, the law that a court of this state would apply in
17 determining the dispute.

18 [(c) In determining the merits of a child-related dispute, the arbitrator shall apply the law
19 that a court of this state would apply in determining the dispute.]

20 **Legislative Note:** *If your state wants to permit arbitration of child-related disputes, the*
21 *bracketed phrase in subsection (b) and all of subsection (c) should be enacted. If your state*
22 *wants to prohibit arbitration of child-related disputes, the bracketed provisions should be*
23 *omitted.*

24
25 **SECTION 6. MOTION FOR JUDICIAL RELIEF.**

26 (a) A motion for judicial relief under this [act] must be made to the court in which a
27 proceeding is pending involving a family law dispute subject to arbitration, or, if no proceeding
28 is pending, in a court with jurisdiction over the parties and the subject matter.

1 (b) A motion for judicial relief under this [act] must be made and heard in the manner
2 provided by law and procedural rules of this state other than this [act] for making and hearing a
3 motion.

4 (c) Unless prohibited by an arbitration agreement, on motion of a party, the court may
5 order consolidation of separate arbitration proceedings for the fair and expeditious resolution of
6 related disputes subject to arbitration.

7 (d) A party may move to compel or stay arbitration under the law and procedural rules of
8 this state other than this [act] governing binding arbitration.

9 **SECTION 7. ARBITRATION AGREEMENT.**

10 (a) An arbitration agreement must:

11 (1) be in a record signed by the parties;

12 (2) identify the arbitrator or a method of selecting an arbitrator; and

13 (3) identify the family law dispute the parties intend to arbitrate.

14 (b) [Except in regard to arbitration of child-related disputes, an] [An] agreement in a
15 record to submit to arbitration an existing or subsequent family law dispute between the parties is
16 valid and enforceable as any other contract, and irrevocable except on a ground that exists at law
17 or in equity for the revocation of a contract. [An agreement to submit to arbitration a child-
18 related dispute that may arise in the future is enforceable under this [act] if the parties affirm the
19 agreement at the time of the dispute.]

20 (c) The court shall decide whether a valid arbitration agreement exists and whether a
21 family law dispute is subject to an arbitration agreement.

22 (d) An arbitrator shall decide whether a condition precedent to arbitrability has been
23 fulfilled.

1 (e) If a party challenges an arbitration agreement as involuntary, the court shall consider
2 the totality of circumstances in determining whether the party knowingly waived the right to a
3 judicial forum.

4 **Legislative Note:** *If your state permits arbitration of child-related disputes, the*
5 *bracketed language in subsection (b) should be enacted. If your state prohibits arbitration of*
6 *child-related disputes, the bracketed language in subsection (b) should be omitted.*

7
8
9

Comment

10 In determining whether the arbitration agreement is the product of informed consent, a
11 court should consider whether the parties understood the nature of arbitration. This might
12 include the extent to which the agreement makes clear that:

- 13 (1) arbitration is binding;
- 14 (2) there is limited protection against domestic violence in arbitration;
- 15 (3) each party has a right to retain an attorney for legal representation throughout
16 arbitration;
- 17 (4) parties have the responsibility to pay all costs of arbitration;
- 18 (5) an arbitration award may be set aside by a court only on limited grounds; and
- 19 (6) an arbitration award that is confirmed by a court is enforceable as a judgment.

20
21

SECTION 8. PROTECTION OF PARTY OR CHILD.

22 (a) If a party is subject to a valid protection order entered after opportunity to be heard, an
23 arbitration may not proceed unless each party affirms the arbitration agreement in a record and
24 the court determines:

- 25 (1) the affirmance is informed and voluntary; and
- 26 (2) arbitration is not inconsistent with the protection order.

27 (b) In the absence of a protection order, if an arbitrator determines there is a reasonable
28 basis to believe that a party’s safety or ability to participate effectively in arbitration is at risk, the
29 arbitration may not proceed unless each party in a record affirms the arbitration agreement and
30 the arbitrator finds:

- 31 (1) the affirmance is informed and voluntary; and
- 32 (2) reasonable procedures are in place to protect the party from risk of harm,

1 harassment, or intimidation.

2 [(c) In an arbitration of a child-related dispute, if the arbitrator finds a reasonable basis
3 under law of this state other than this [act] to believe that a child of a party is abused or
4 neglected, the arbitrator shall suspend the arbitration and report the abuse or neglect to the [state
5 child protection authority.] The arbitration may not proceed unless each party in a record affirms
6 the arbitration agreement and the arbitrator determines:

7 (1) the affirmance is informed and voluntary; and

8 (2) reasonable procedures are in place to protect the child from risk of harm.]

9 [(c)] [(d)] An arbitrator may make a temporary award under Section 12 to protect a party
10 or child from harm, harassment, or intimidation.

11 [(d)] [(e)] On motion of a party, the court may stay arbitration or review a determination
12 or award made by an arbitrator under this section.

13 [(e)] [(f)] This section supplements other remedies available under law of this state other
14 than this [act] for the protection of victims of domestic violence, family violence, stalking,
15 harassment or similar abuse.

16 *Legislative Note: If your state permits arbitration of child-related disputes, all of*
17 *bracketed subsection (c) should be enacted. If your state wants to prohibit arbitration of child-*
18 *related disputes, all of bracketed subsection (c) should be omitted.*

19
20 **SECTION 9. QUALIFICATION AND SELECTION OR APPOINTMENT OF**
21 **ARBITRATOR.**

22 (a) If the parties have agreed to the selection of an arbitrator or the method of selecting an
23 arbitrator, the agreement controls.

24 (b) If an arbitrator selected under subsection (a) is unable to act or if the agreed on
25 method of selecting an arbitrator fails, on motion of a party, the court shall appoint an arbitrator.

1 (c) Unless waived by the parties, an arbitrator appointed by the court:

2 (1) must be:

3 (A) an attorney in good standing currently admitted to practice [or an
4 attorney or judge on retired status] in a state; or

5 (B) a licensed professional in a field relevant to the family law dispute that
6 is being arbitrated; and

7 (2) must have training in identifying domestic violence and child abuse
8 [according to standards established under law of this state other than this [act] for a judicial
9 officer assigned to hear a family law dispute].

10 **SECTION 10. DISCLOSURE BY ARBITRATOR; DISQUALIFICATION.**

11 (a) Before accepting selection or appointment, an individual who is requested to serve as
12 an arbitrator, after making reasonable inquiry, shall disclose to all parties any known fact a
13 reasonable individual would believe is likely to affect:

14 (1) the impartiality of the arbitrator in the arbitration proceeding, including bias,
15 a financial or personal interest in the outcome of the arbitration, or an existing or past
16 relationship with a party, a party's attorney, a witness, or another arbitrator; or

17 (2) the arbitrator's ability to make a timely award.

18 (b) An arbitrator, the parties, and the parties' attorneys have a continuing obligation to
19 disclose to all parties any known fact a reasonable individual would believe is likely to affect the
20 impartiality of the arbitrator.

21 (c) An objection to the selection, appointment, or continued service of an arbitrator and a
22 motion to the court for a stay of arbitration and disqualification of the arbitrator must be made in
23 accordance with the law and procedural rules of this state other than this [act] governing binding

1 arbitration.

2 (d) If an arbitrator does not make a disclosure required by subsection (a) or (b), on
3 timely objection by a party, the court may vacate an award under Section 21. If a party fails to
4 object in a timely manner, the party waives the right to vacate the award on that ground.

5 (e) If the parties agree to discharge an arbitrator or the arbitrator is disqualified, the
6 parties by agreement shall select a new arbitrator or may request the court to appoint another
7 arbitrator as provided in Section 9.

8 **SECTION 11. IMMUNITY OF ARBITRATOR.**

9 (a) An arbitrator, or an arbitrator's employer or a partnership or organization acting in
10 that capacity, is immune from civil liability to the same extent as a judge of a court of this state
11 acting in a judicial capacity.

12 (b) An arbitrator's failure to make a disclosure required by Section 10 does not cause the
13 arbitrator to lose immunity under this section.

14 (c) An arbitrator is not competent to testify, and may not be required to produce records,
15 in a judicial, administrative, or similar proceeding about a statement, conduct, decision, or ruling
16 occurring during an arbitration, to the same extent as a judge of a court of this state acting in a
17 judicial capacity. This subsection does not apply:

18 (1) to the extent disclosure is necessary to determine a claim by the arbitrator
19 against a party to the arbitration; and

20 (2) to a hearing on a motion under Section 21(a)(2) or (3) to vacate an award, if
21 there is prima facie evidence that a ground for vacating the award exists.

22 (d) If a person commences a civil action against an arbitrator arising from the services of
23 the arbitrator or seeks to compel the arbitrator to testify or produce records in violation of

1 subsection (c) and the court decides that the arbitrator is immune from civil liability or is not
2 competent to testify or required to produce the records, the court shall award the arbitrator
3 reasonable attorney's fees, costs, and reasonable expenses of litigation.

4 **SECTION 12. TEMPORARY OR PROVISIONAL ORDER OR AWARD.**

5 (a) Before an arbitrator is selected or appointed and authorized and able to act, the court,
6 on motion of a party, may enter a temporary order under [insert reference to this state's statutes
7 or rules governing issuance of a temporary order in a family law proceeding] and any other
8 provisional remedy necessary to protect the effectiveness of the arbitration to the same extent as
9 in a civil action.

10 (b) After an arbitrator is selected or appointed and is authorized and able to act:

11 (1) the arbitrator may make a temporary award under [insert this state's statutes or
12 rules governing a temporary order in a family law proceeding] to the same extent as a court in a
13 family law dispute and any other provisional award necessary to protect the effectiveness of the
14 arbitration, to the same extent as in a civil action; and

15 (2) if the matter is urgent and the arbitrator is not able to act in a timely manner or
16 provide an adequate remedy, a party may move the court for a temporary order or provisional
17 remedy.

18 (c) On motion of a party, at any time before the court confirms a final award, the court
19 under Section 19, 20, or 21 may confirm, correct, or vacate a temporary award made under
20 subsection (b).

21 (d) On motion of a party, the court may enforce a subpoena or other interim award issued
22 by an arbitrator for the fair and expeditious disposition of the arbitration.

1 **SECTION 13. PARTY PARTICIPATION.**

2 (a) A party may:

3 (1) be represented in an arbitration by an attorney;

4 (2) subject to the arbitrator’s authority under Section 15(a), be accompanied by an
5 individual who will not be called as a witness; and

6 (3) participate in the arbitration to the full extent permitted under the law of this
7 state and procedural rules other than this [act] governing binding arbitration.

8 (b) A party may not communicate ex parte with an arbitrator except to the extent
9 allowed in a family law proceeding for communication with a judge.

10 **SECTION 14. CONFIDENTIALITY.**

11 (a) Unless otherwise required by law of this state other than this [act], parties may agree
12 that an arbitration is confidential.

13 (b) On motion of a party, the court may order that a document be sealed or redacted to
14 prevent public disclosure of all or part of an arbitration record or award.

15 **SECTION 15. POWERS OF ARBITRATOR.**

16 (a) An arbitrator may conduct an arbitration in a manner the arbitrator considers
17 proper for a fair and expeditious disposition and, unless otherwise agreed by the parties, select
18 the rules for conducting the arbitration.

19 (b) Unless otherwise provided in an arbitration agreement, the arbitrator’s powers are
20 the same as those of a judge in a family law proceeding under law of this state other than this
21 [act] and include the power to:

22 (1) hold conferences with the parties before a hearing;

23 (2) determine the date, time, and location of a hearing;

- 1 (3) appoint an expert;
- 2 (4) administer an oath or affirmation and issue a subpoena for the attendance of a
3 witness or the production of documents and other evidence at a hearing;
- 4 (5) compel discovery concerning the family law dispute being arbitrated and
5 determine the date, time, and place of discovery;
- 6 (6) determine the admissibility and weight of evidence;
- 7 (7) permit a deposition of a witness for use as evidence at a hearing;
- 8 (8) prohibit a party from disclosing trade secrets and privileged, confidential, or
9 other information protected from disclosure;
- 10 (9) appoint an attorney, guardian ad litem, or other representative for a child;
- 11 (10) impose procedures to protect a party or a child of a party from risk of harm,
12 harassment, or intimidation;
- 13 (11) allocate arbitration fees, attorney’s fees, expert witness fees, and other costs
14 to the parties;
- 15 (12) impose a sanction on a party for bad faith or harassing conduct during the
16 arbitration; and
- 17 (13) require a party to provide:
 - 18 (A) a copy of any relevant court order;
 - 19 (B) information required to be disclosed in a family law proceeding under
20 law of this state other than this [act]; and
 - 21 (C) a proposed award that addresses each issue in arbitration.

SECTION 16. RECORD OF HEARING.

23 [(a)] Except as otherwise provided by an arbitration agreement [or subsection (b)], an

1 arbitration hearing need not be recorded or transcribed unless ordered by the arbitrator or
2 requested by a party.

3 [(b) An arbitrator shall make a recording, transcript, or other verbatim record of any part
4 of an arbitration hearing concerning a child-related dispute in the manner required by law of this
5 state other than this [act] for a judge in a family law proceeding.]

6 *Legislative Note: If your state permits arbitration of child-related disputes, the*
7 *bracketed phrase in subsection (a) and all of subsection (b) should be enacted. If your state*
8 *prohibits arbitration of child-related disputes, all the bracketed provisions should be omitted.*

9
10 **SECTION 17. AWARD.**

11 (a) An arbitrator shall make a record of an award, dated and signed by the arbitrator,
12 with a statement of the place where the arbitration was conducted. The arbitrator shall give
13 notice of the award, including a copy of the award, to each party.

14 (b) [Except as provided in subsection (c), parties] [Parties] may agree in a record that an
15 award need not state the reasons on which it is based.

16 [(c) An award determining a child-related dispute must state the reasons on which it is
17 based as required by law of this state other than this [act] for a court order in a family law
18 proceeding.]

19 *Legislative Note: If your state permits arbitration of child-related disputes, the*
20 *bracketed phrase in subsection (b) and all of subsection (c) should be enacted. If your state*
21 *prohibits arbitration of child-related disputes, the bracketed provisions should be omitted.*

22
23 **SECTION 18. CHANGE OF AWARD BY ARBITRATOR.** An arbitrator may
24 change an award to correct or clarify the award in accordance with the law and procedural rules
25 of this state other than this [act] governing binding arbitration.

26 **SECTION 19. CONFIRMATION OF AWARD.**

27 (a) After the arbitrator gives notice under Section 17(a) of an award, including an award

1 changed under Section 18, a party may move the court with jurisdiction to enforce the award for
2 confirmation. [If no motion for confirmation is made within [90] days after notice, the award is
3 not subject to confirmation.]

4 (b) On motion under subsection (a) the court shall issue confirmation of the award if the
5 time for making a motion under Section 20 or 21 to correct or vacate the award has expired and
6 no motion to correct or vacate the award is pending.

7 [(c) Absent objection under subsection (b), the court shall confirm an award determining
8 a child-related dispute unless the court determines the award does not comply with law of this
9 state other than this [act].]

10 [(d)] [c] On confirmation under subsection (b), an award is enforceable as a judgment.

11 **Legislative Note:** *If your state permits arbitration of child-related disputes, all of*
12 *bracketed subsection (c) should be enacted. If your state prohibits arbitration of child-related*
13 *disputes, bracketed subsection (c) should be omitted.*

14
15 **SECTION 20. CORRECTION OF AWARD BY COURT.**

16 (a) Not later than [30] days after an arbitrator gives notice under Section 17(a) of an
17 award, including an award changed under Section 18, a party may move the court with
18 jurisdiction to enforce the award to correct the award.

19 (b) On motion under subsection (a), the court shall correct the award if:

20 (1) there is an evident mathematical miscalculation or an evident mistake in the
21 description of a person, thing, or property referred to in the award;

22 (2) the award includes an issue not submitted to the arbitrator and the award may
23 be corrected without affecting the merits of the decision upon the issues submitted; or

24 (3) the award is imperfect in a matter of form not affecting the merits of the
25 decision on the issues submitted.

1 (c) Unless a motion under Section 21 to vacate an award is pending, a court that corrects
2 an award under this section shall confirm the award under Section 19 as corrected.

3 **SECTION 21. VACATION OF AWARD.**

4 (a) On motion of a party, the court with jurisdiction to enforce an award shall vacate the
5 award if the moving party establishes that:

6 (1) the award was procured by corruption, fraud, or other undue means;

7 (2) there was evident partiality or corruption by the arbitrator;

8 (3) there was misconduct by the arbitrator prejudicing the rights of a party or a
9 child of a party;

10 (4) the arbitrator exceeded the arbitrator's powers;

11 (5) there was no arbitration agreement, unless the moving party failed to raise the
12 objection before the beginning of the arbitration hearing and participated in the arbitration
13 proceeding; [or]

14 (6) the arbitration was conducted without proper notice of the initiation of the
15 arbitration so as to prejudice substantially the rights of a party or a child of a party [; or

16 (7) the award determines a child-related dispute and:

17 (A) based on the record of the arbitration hearing and facts occurring
18 after the hearing, the award is contrary to the best interests of the child; or

19 (B) the record of the hearing or the statement of reasons in the award is
20 inadequate for the court to review the award].

21 (b) A motion under this section must be filed not later than [30] days:

22 (1) after an arbitrator gives the party filing the motion notice of the award or a
23 changed or corrected award; or

1 (2) after the ground of corruption, fraud, or undue means is known or by the
2 exercise of reasonable care could have been known to the party filing the motion.

3 (c) If the court vacates an award for a reason other than the absence of an enforceable
4 arbitration agreement, the court may order a rehearing before an arbitrator. If the reason for
5 vacating the award is that the award was procured by corruption, fraud, or other undue means or
6 there was evident partiality, corruption, or misconduct by the arbitrator, the rehearing must be
7 before a new arbitrator.

8 (d) If the court denies a motion to vacate an award, the court shall confirm the award
9 under Section 19 unless a motion under Section 20 to correct the award is pending.

10 *Legislative Note: If your state permits arbitration of child-related disputes, all of*
11 *bracketed subsection (a)(7) should be enacted. If your state prohibits arbitration of child-related*
12 *disputes, the bracketed provisions should be omitted.*

13
14 **SECTION 22. CLARIFICATION OF CONFIRMED AWARD.** If the meaning or
15 effect of an award confirmed under Section 19 is in dispute, the parties may:

16 (1) request clarification from the arbitrator;

17 (2) agree to arbitrate the dispute before the original arbitrator or a new arbitrator; or

18 (3) proceed in court under law of this state other than this [act] governing clarification of
19 a court decree in a family law proceeding.

20 **SECTION 23. MODIFICATION BASED ON CHANGE IN CIRCUMSTANCE.** If
21 a dispute arises whether an award confirmed under Section 19 should be modified prospectively
22 under law of this state other than this [act] [based on a material and continuing change in
23 circumstances occurring after confirmation which affects a party or a child of a party,] the parties
24 may:

25 (1) agree to arbitrate the dispute before the original arbitrator or a new

1 arbitrator; or

2 (2) proceed in court under law of this state other than this [act] governing modification of
3 a court decree in a family law proceeding.

4 **SECTION 24. ENFORCEMENT OF CONFIRMED AWARD.**

5 (a) The court shall enforce an award confirmed by the court, including a temporary
6 award, in the manner and to the same extent as any other order or judgment of a court.

7 (b) The court shall enforce an arbitration award in a family law dispute which has been
8 confirmed by a court in another state in the manner and to the same extent as any other order or
9 judgment from another state.

10 **SECTION 25. UNIFORMITY OF APPLICATION AND CONSTRUCTION.** In
11 applying and construing this uniform act, consideration must be given to the need to promote
12 uniformity of the law with respect to its subject matter among states that enact it.

13 **SECTION 26. RELATION TO ELECTRONIC SIGNATURES IN GLOBAL AND**
14 **NATIONAL COMMERCE ACT.** This [act] modifies, limits, or supersedes the Electronic
15 Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., but does not
16 modify, limit, or supersede Section 101(c) of that act, 15 U.S.C. Section 7001(c), or authorize
17 electronic delivery of any of the notices described in Section 103(b) of that act, 15 U.S.C.
18 Section 7003(b).

19 **SECTION 27. APPLICABILITY.** This [act] applies to an arbitration of a family law
20 dispute pursuant to an arbitration agreement made on or after [the effective date of this [act]]. If
21 the agreement was made before [the effective date of this [act]], the parties may agree in a record
22 that this [act] applies to the arbitration.

23 **SECTION 28. EFFECTIVE DATE.** This [act] takes effect