

**Comanche Tribe - Pathways to Healing  
Policies & Procedures  
1997**

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## **Introduction**

The Comanche Tribe continues its journey, and along the way its family life and its children have been of prime importance and concern. Its history includes many travels and many experiences. We have endured and our spirit has always prospered. As it was then, so is it now. In the modern world, the Comanche 's are asked to serve two masters--- tradition and contemporary lifestyle. This is a difficult task. The Tribe has always sought to minister to develop a more responsive, less expensive and non-formal court response to its community's problems, the " Pathways to Healing " program has resulted. Invoking the guidance of the Oklahoma City University School of Law's "Early Settlement Central" Dispute Resolution program and with the guidance of the Oklahoma Dispute Resolution Act, there is hereby created a mediation program for the Comanche Tribal community. In time, it is likely that the Children's Court of the Comanche Tribe will grow into a larger judicial system. This can be a positive step if the tribe can stay true to the best of its traditions while adapting the good institutions of the dominant culture to its own needs and lifestyles.

## **Supreme Court of Oklahoma Rules and Procedures for Dispute Resolution Act.**

In 1986, the Supreme Court of Oklahoma adopted Rules and Procedures for the Dispute Resolution Act, O.S. 12 § 1801 et seq., providing guidelines for the establishment of Dispute Resolution centers. The purpose of the Dispute Resolution Act is " to provide to all citizens of this state convenient access to dispute resolution proceedings which are fair, effective, inexpensive and expeditious. "Early Settlement " Centers operate under the authority of the Oklahoma Dispute resolution Act. The centers provide low cost mediation services to all who wish to negotiate personal matters. To initiate mediation, each party must pay \$5.00 processing charge as required by Oklahoma Statute, except in cases ordered through the court. Cases resolved by mediation may involve money, property, business transactions, personal relationships, assault, harassment, animal disturbances, neighbor disputes, or other matters. The disputes may be with mates, ex-mates, family, neighbors, landlords, tenants, consumers or merchants.

2.

**Pathways to Healing - Alternative Dispute Resolution**

# **1. Short Title, Purpose and Definitions**

## **A. Short Title**

The Comanche Tribe is aware of the fact that many disputes arise between tribal members of this community which are of small social or economic magnitude and can be costly and time consuming if resolved through a formal judicial proceeding. Many times such disputes can be resolved in a fair and equitable manner through less formal proceedings. Such proceedings can also help alleviate the backlog of cases which burden the judicial system at the CFR Court in Anadarko, Okla. It is therefore the purpose of this Mediation act to provide to all tribal members of this state convenient access to dispute resolution proceedings which are fair, effective, inexpensive, and expeditious. The "Pathway to Healing" will be located in the Comanche Tribe's Children's Court. The program's operation will be similar to the Oklahoma Rules and Procedures Dispute Resolution Act, and Early Settlement Central.

## **B. Purpose**

1. To provide for any Comanche Tribal member access to mediations services, known as the "Pathways to Healing" program operated similar to the " Early Settlement Central Dispute Resolution enters of Oklahoma.

2. To preserve the unity of the families, or tribal members seeking mediations services by maintaining the "Confidentiality and Rules of Conduct" as outlined in this policy; 3. To preserve and strengthen community ties, family ties and relationships of the Comanche Tribe whenever possible through effective and convenient mediation services; 4. To protect and preserve Comanche Tribal custom and heritage as well as the cultural identity of tribal members in the community through mediation services;

5. To take mediation actions as may be necessary and feasible to prevent formal court proceedings with the assistance of a trained mediator;

6. To provide a continuum of services for all Comanche tribal members to utilize whenever possible mediation services to help parties involved reach a mutually acceptable solution in lieu of formal court proceedings;

7. To provide non-judicial means to settle disputes involving money, property, business transactions, personal relationships, harrassment, animal disturbances, neighborhood disturbances, with an exception to not accept cases ordered through court;

8. To secure the rights of and ensure fairness to both the initiator and respondent to resolve their problem in a lasting and satisfying manner.

9. To ensure that the "Pathway to Healing" program will not interfere with the operation of the Children's Court, but will operate similar to Oklahoma Dispute Resolution Act;

10. To carry out the purposes set forth herein, the provisions of this title have been construed from the Supreme Court of Oklahoma Rules and Procedures.

## **3.**

### **Pathways to Healing - Alternative Dispute Resolution**

### **C. Definitions**

**As used in the Comanche Tribe's " Pathways to Healing " Dispute Resolution program:**

1. " Initiating party " means the party who first seeks mediation.
2. " Mediation " means the process of resolving a dispute with the assistance of a mediator outside a formal court proceeding.
3. " Mediator " means any person certified pursuant to the provisions of the Dispute Resolution Act to assist in the resolution of a dispute.
4. " Party " means an individual person, company, or governmental agency.
5. " Resolution " means the final determination of the dispute, arrived at by the parties upon their own initiative or by anyone authorized in writing to act in their behalf or with the help of a mediator.
6. " Responding party " means the party who is named by the initiating party as the other party in a dispute where mediation is sought.
7. Assisting Party- Anyone appearing on behalf or support of a party to mediation.
8. Center- A tribal based facility which provides dispute resolution services consisting of: mediation, conciliation, arbitration, facilitation or other forms and techniques of dispute resolution.
9. Pathways to Healing Program- The Comanche Tribe's Alternative Dispute Resolution Program.
10. Referral- The process by which agencies or individuals direct parties to an appropriate forum for resolution of their disputes.
11. Resolution- Final determination of the dispute, arrived at by the parties upon their own initiative, or by one authorized in writing to act in their behalf, with the help of a mediator.

### **Jurisdiction**

There is hereby confirmed for the Comanche Tribe of Oklahoma an area commonly referred to as " Indian Country ", the five jurisdictional areas of the following counties;

- |             |            |
|-------------|------------|
| A. Caddo    | D. Kiowa   |
| B. Comanche | E. Tillman |
| C. Cotton   |            |

wherein tribal members will utilize the " Pathway to Healing " program as a non-judicial means of settling disputes in a lasting, mutually acceptable agreement between the initiator and the respondent as a result of the services.

### **Preliminary Procedures to Initiate Mediation**

- A.** Once the determination is made that both parties are amenable to mediation, the Children's Court Administrator or designee shall set a time and place for a session and notify the mediator and parties.
- B.** The Children's Court Administrator shall determine, if possible, all parties who will be attending the mediation session so as to schedule size of room and any special equipment needed. The parties may provide an assisting party at their own expense.
- C.** Prior to commencement of the mediation session, all parties will execute an agreement to mediate, Rules of Conduct for Outside Parties attending Mediation, and a Confidentiality agreement.
- D.** Prior to commencement of the mediation session, any individual attending a mediation session other than the parties and those persons affiliated with the program, will execute all agreements to abide by, these written and signed agreements pertaining to the Pathways to Healing Mediation program.

### **Pathways to Healing- Selection of Cases/Initial Interview**

- A.** The Children's Court Administrator shall effect a criteria for selecting referred cases for mediation and shall formalize such criteria in writing. Said criteria shall include the purpose, scope, and jurisdiction of the program and the types of cases to be accepted.
- B.** An initial interview will be conducted on every dispute referred to *Pathways to Healing* dispute resolution program. The interview is for the purpose of determining the identity of the parties, if the matter is appropriate for mediation and if the parties are capable of meaningful participation in the mediation process.

### **Fees For Mediation Services**

- A.** To establish and maintain the *Comanche Tribe's Pathways to Healing Mediation Program*, funds will be collected in every mediation case. The Children's Court shall collect a fee similar to the manner provided by statute from both the initiating and responding parties in a dispute to be mediated; however, if an affidavit in forma pauperis is executed under oath by a party, said party's fee shall be waived. Personal checks, cashier checks or money orders shall be made payable to the Children's Court who will be providing the mediation service.
- B.** The Comanche Tribe's Pathway to Healing Program costs are \$5.00 per initiating party and \$5.00 from the responding party if in agreement to participate. Monies collected under this program, shall be paid in the form of a *money order, payable to 'Early Settlement Central'* and shall then be turned into the Comanche Tribe's Finance Officer who shall remit all fees collected to Early Settlement Central who will remit all fees collected to the Administrative office of the Courts master account for the Oklahoma Dispute Resolution Programs. Monthly collections report will shown amount of fees paid and the flow of dollars exchanged between the Comanche Tribe and Early Settlement Central.
- C.** Fees may be waived upon the filing of an affidavit in forma pauperis and recorded by the court clerk as waived, and the number of cases for which costs are so waived is to be listed in the column provided on the monthly collection's report provided by the Court Administrator.
- D.** When dispute mediation services are sought, the statutory fee shall be assessed by the local dispute mediation center.

## **5.**

### **Pathways to Healing- Alternative Dispute Resolution**

### **Consent to Mediate**

- A. Prior to commencement of any dispute resolution proceedings, the disputing parties shall enter into a written consent which specifies the method by which the parties shall attempt to resolve the issues in dispute.
- B. The written consent shall be in a form prescribed by the Court Administrator of the Children's Court and shall include the following:
1. The rights and obligations of all parties pursuant to the provisions of the Dispute Resolution Act: (1), and
  2. The confidentiality of the proceedings.
- C. If the parties agree to have the resolution reduced to written form, a copy shall be provided to the parties. (See Consent to Mediate Form)

### **Confidentiality**

- A. *Any information received by a mediator or a person employed to assist a mediator, through files, reports, interviews, memoranda, case summaries, or notes and work products of the mediator, is privileged and confidential.*
- B. *No part of the proceeding shall be considered a matter of public record.*
- C. *No mediator, initiating party or responding party in a mediation proceeding shall be subject to administrative or judicial process requiring disclosure of any matters discussed or shall disclose any information obtained during any part of the mediation proceedings.*
- D. Each mediation session shall be informal. No adjudication sanction or penalty may be made or imposed by the mediator or the program.
- E. No mediator, employee, or agent of a mediator shall be held liable for civil damages for any statement or decision made in the process of mediating or settling a dispute unless the action of such person was a result of gross negligence with malicious purpose or in a manner exhibiting willful disregard of the rights, safety, or property of any party to the mediation.
- F. If a party who has participated in mediation brings an action for damages against a mediator arising out of mediation, for purposes of that action the privilege provided for in subsection A of this section shall be deemed to be waived as to the party bringing the action. (See confidentiality Form)

## Types of Disputes

**A.** The Comanche Tribe's Pathway to Healing Program purpose in determining the types of dispute referrals to accept shall be received from different sources such as :

- |                                       |                                    |
|---------------------------------------|------------------------------------|
| 1. Comanche Tribal Law Enforcement    | 6. Attorneys                       |
| 2. Legal Aide of Western Oklahoma     | 7. Consumer Protection             |
| 3. OILS-Oklahoma Indian Legal Service | 8. Comanche Tribe Social Service   |
| 4. CFR Court- Anadarko Agency         | 9. Comanche Tribe Substance Abuse  |
| 5. News Media                         | 10. Other Social Services Agencies |
|                                       | 11. Comanche Tribal Members        |

Types of disputes which may be referred by the court *shall include but not be limited* to the *above and below* mentioned categories.

1. Criminal matters such as misdemeanors and nonviolent felonies;
2. Civil cases coming under the small claims jurisdictional requirements as set forth in 12 O.S. Suppl. 1983, Section 1751; ( O.S.= Oklahoma Statute)
3. Consumer concerns such as consumer complaints involving goods and services provided by tribal business or other ;
4. Domestic problems such as divorce, legal separation, child custody, visitation, spousal maintenance, and family crisis intervention;
5. Housing disputes such as landlord-tenant and neighbor problems;
6. Employment matters such as compensation, working conditions and termination disputes; and
7. Debtor-creditor negotiations.

**B.** A case may be referred to mediation by *stipulation* of the parties with the approval of the Court Administrator and in accordance with Pathways to Healing Policies and Procedures.

**C.** Each mediation program shall keep records of all referrals by category, source, name and number.

**D.** If the Pathways to Healing program encounters disputes which, or parties who, require attention beyond the scope of the services provided by the program, it may make referrals outside the program.

**PATHWAY TO HEALING  
DISPUTE RESOLUTION FLOW CHART  
THE FIVE STAGES OF DISPUTE RESOLUTION**

**Stage 1 Introduction & Ground Rules - Initial Intention Statement**  
( Mediator builds trust for mediation and process)

**Stage 2 Problem Determination**  
Mediator clarifys facts,feelings,presenting problems and  
builds a basis for trust between parties.  
**“Statement of intention to resolve conflict”**

**Stage 3 Generating and Evaluation of Alternatives**  
Mediator builds cooperativeness through patient exploration of  
alternatives, helps in selection of alternatives.  
**“Initiator’s Solutions-Respondents Solution”**

**Stage 4 Selection of appropriate Alternatives-Focusing,specifics and  
Troubleshooting of Agreement.**  
Mediator assists selection of appropriate alternatives.  
Specific to avoid future Breakdowns.  
**“Who,What, Where,When and How.”**

**Stage 5 Conclusion**  
Mediator summarizes the agreement, discusses follow-up  
and congratulates both parties.

**Rules of Conduct for Outside Parties Attending Mediation**

A. All persons attending the *Comanche Tribe's Pathways to Healing* mediation session shall respect and maintain total confidentiality of the session.

B. When one party in a mediation session requests an assisting party, the following rules must be outlined and agreed to by the assisting party prior to initiating the mediation session.

1. An assisting party may advise only his/her client. The assisting party shall speak only with the mediator or his/her client and cannot interrogate the opposing party during the mediation session.

2. The party without an assisting person present must consent to allowing the other person's assisting party in the mediation session, or be given an opportunity to secure his/her own assisting party to be present during the mediation session.

3. If a party who is without an assisting party refuses to participate in mediation due to the presence of another's assisting party, no mediation session will be conducted.

C. If a party requests a non-assisting friend or relative to attend the session, attendance

D. If the mediating parties agree, a neutral third party may serve as a resource for the mediator and the parties. Such a person shall participate only on request and must remain impartial.

E. Mediation Sessions shall not be filmed, taped or otherwise recorded.

**I, the undersigned hereby acknowledge by signature that I have read and understand " Rules of Conduct for Outside Parties Attending Mediation Hearing " and do agree to abide by the above Rules as outlined.**

**Signed** \_\_\_\_\_ **Dated** \_\_\_\_\_

**Pathway to Healing**

**Consent to Mediate**

Case No. \_\_\_\_\_

\_\_\_\_\_  
Initiating Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Responding Party

\_\_\_\_\_  
Mediator

We, the undersigned, as disputing parties consent to the commencement *Pathways to Healing* a dispute resolution proceeding in an attempt to resolve our dispute through mediation and agree to participate in the mediation process.

The method by which we shall attempt to resolve the issues of our dispute is as follows:

- a. Both of us shall appear before a mediator in an out-of-court setting.
- b. The mediator will examine the facts of the dispute by allowing each of Us to present our individual positions.
- c. The mediator will assist us and facilitate our resolution of the dispute.

Our rights as outlined in the *Pathways to Healing Policies and Procedures* and similar to the Rules and Procedures for the Dispute Resolution Act promulgated thereunder are as follows:

- a. To participate in an informal, private proceeding, no part of which is a matter of public record.
  - b. To attempt to resolve our dispute with the assistance of a mediator.
- Our obligations under the Act and the Rules are as follows:
- c. To cooperate with each other and the mediator in working toward a mutually acceptable resolution of our dispute.
  - d. To accept personal responsibility for any legal proceedings which are pending or are needed to protect our individual rights or property.

*We understand that any information received by a mediator or a person employed to assist a mediator is privileged and confidential and that a mediator must disclose information brought to his/her attention that an elderly, or person with disabilities, or a child under the age of eighteen (18) has been physically abused or neglected.*

We acknowledge that we have read and understand this agreement, and we hereby agree to abide by its terms.

\_\_\_\_\_  
Initiating Party                      Date

\_\_\_\_\_  
Responding Party                      Date

**Pathways to Healing  
Confidentiality of Proceedings  
Consent to Confidentiality**

**A.** *Any information received by the Comanche Tribe's Pathways to Healing mediator or a person employed to assist a mediator, through files, reports, interviews, memoranda, case summaries, or notes and work products of a mediator, is *privileged and confidential*.*

**B.** *No part of the proceedings shall be considered a matter of public record.*

**C.** *No mediator, initiating party, or responding party in a mediation proceeding shall be subject to administrative or judicial process requiring disclosure of any matters discussed or shall disclose any information obtained during any part of the mediation process.*

**D.** *Each mediation session shall be informal. No adjudication sanction or penalty may be made or imposed by the mediator or the program.*

**E.** *No mediator, employee, or agent of a mediator shall be liable for civil damages for any statement or decision made in the process of mediating or settling a dispute unless the action of such person was a result of gross negligence with malicious purpose or in a manner exhibiting a willful disregard of rights, safety, or property or any party to the mediation.*

**F.** *If a party who has participated in mediation brings an action for damages against a mediator arising out of mediation, for purposes of that action, the privilege provided for in subsection A of this section shall be deemed to be waived as to the party bringing the action.*

**I, the undersigned hereby acknowledge by signature that I have read and understand Pathways to Healing-Confidentiality of Hearing- Consent to Confidentiality agreement, and by my signature agree to abide by the above rules as outlined.**

Signed \_\_\_\_\_ Dated: \_\_\_\_\_

## Pathway to Healing-Record of Termination

\_\_\_\_\_  
Initiating party

\_\_\_\_\_  
Case no.

\_\_\_\_\_  
Responding Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Starting Time

\_\_\_\_\_  
Ending time

If a mediation session was not held, indicate whose absence was responsible by circling one of the following:

- a. Initiating party      b. Responding party      c. Both parties

If a mediation session was held, please complete the remainder of this record.

1. Nature of Dispute (briefly describe)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relationship of Parties

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Persons other than the parties, present at mediation.(name,address,phone)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Indicate at what stage the mediation session terminated:

\_\_\_\_ Introduction      \_\_\_\_ Information exchange  
\_\_\_\_ Negotiations      \_\_\_\_ Agreement

5. Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If there is a referral to another agency, indicate which party was referred and to what agency.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Describe follow-up plan

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Recommendations and Remarks

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mediator

12.

**Pathway to Healing  
Alternative Dispute Resolution  
Stage 1 mediator Script**

**Welcome and Introductions:**

My name is mediator and I will be the mediator in this case. I have had no previous dealings with either of you in respect to this case and if it is acceptable to each of you, I will remain as the mediator in this case unless there are any objections. May we continue ?

May we begin by each of you introducing yourself and giving your current address ?

Thank you \_\_\_\_\_. May I address you as \_\_\_\_\_ During this session ?

Thank You \_\_\_\_\_ , May I address you as \_\_\_\_\_ During this session ?

**Statement of Purpose and mediator's role**

Our session today is CONFIDENTIAL, out-of-court procedure. We are meeting to discuss \_\_\_\_\_. Each of you will be given time to talk about the problem that brought you here today and other issues that relate to the matter. You will then be asked to work on ways to reach a mutually acceptable agreement to the problem. (*prior to session confidentiality consent has been signed*)

The mediator's role is to assist you in discussing problems and concerns as you have experienced them. We will then be looking, together, at ways to improve the situation. All resolution's, if any, are up to both of you.

I am sure that you will be able to reach a satisfactory resolution on all concerns. Once we reach an agreement, it will be reduced to writing, and you will sign the agreement and everyone will receive a copy.

**Good Faith / Voluntary Participation**

I want to inform each of you that this session is **VOLUNTARY**. The session may be discontinued at any time. If the session is ended or if no satisfactory agreement is reached, however, you need to know that at that point you may lose your opportunity to have input into the resolution of this problem and that your options may become significantly limited.

Do each of you understand this mediation is voluntary and you may discontinue your participation at any time ?

## **GROUND RULES**

In order to accomplish our goals here today, we have two rules that must be followed:

**FIRST**, one person speaks at a time. While that person is speaking, the other party does not speak or exhibit distracting behavior. ( Prior to mediation session *consent -Rules of Conduct will be obtained.*)

Can you follow this rule ?

Can you follow this rule ?

**SECOND**, when a person speaks, *they look and speak directly to me.* You are asked not to speak to each other.

Can you follow this rule ?

Can you follow this rule ?

## **Consent to Mediate**

We will start by *initiating party's name* explaining what has happened to bring you here today. When *initiating party's name* has explained what the problem is, as you understand it to be, then *responding Party's name* will have an opportunity to discuss exactly what you understand the situation to be. Once I've heard from each party in respect to the presenting problem, I will then ask each of you to make suggestions on how the situation can be resolved.

Therefore, *initiating party's name*, would you begin telling me about what has brought you here today ?

## **Stage 2 Problem Determination (Venting and Version)**

\* End with pause, praise, and purpose

Let's pause now. I want to thank both of you for working hard and cooperating. You have done a good job of telling me what has brought you here today.

**Now**, lets look at ways to resolve it.

**Stage 3 Generation and Evaluation of Alternatives (Brainstorming)**

\* Options

What will resolve this ? What do you want to see happen ? What else ?

**Stage 4 Selection of Alternatives (Troubleshooting).**

Workability; Who; What; Where; When; How ?

**Stage 5 Agreement (Conclusion)**

Use participants wording as much as possible. Keep checking as you write it down and read it in total when finished. Have both participants sign final agreement.

## **Code of Professional Conduct for Mediators**

### **A. Preamble**

1. A mediator is an impartial third party certified according to the provisions of the Act who enters a dispute with the consent of the parties, to aid and assist them in reaching a mutually satisfactory settlement to the issues in dispute.

2. Mediation is an informal process of resolving a dispute with the assistance of a mediator. Mediation carries ethical responsibilities and duties. Those who act as mediators must be dedicated to the principal that all disputants have a right to negotiate and attempt to determine the outcomes of their own conflicts. In addition, mediators are bound by the ethical guidelines of this code which specify their duties and obligations to parties who engage their services, to the mediation process, to other mediators, to the agencies which administer programs of mediation, and to the general public.

3. This is a personal code for the conduct of the individual mediator and is intended to establish minimum principals applicable to all mediators.

### **B. The Code**

#### **1. The responsibility of the mediator to the parties.**

##### **A. Initiating mediation**

Any agency or person may make recommendations, suggestions, or urgings, but the decision to engage in mediation is solely by the disputing parties themselves, unless mediation is mandated by legislation, by court order, or by contract.

##### **B. Involvement of parties.**

(1) Mediator urges the parties agreeing to mediation take an active role in the mediation process.

(2) In the event of non-resolution, the mediator informs the parties of options available to them .

##### **C. Partic's mutual agreement of the mediator.**

The mediator begins mediation only with mutual consent by the parties.

##### **D. Responsibility of the parties in mediation.**

(1) The parties, not the mediator , are responsible for decision made during mediation, as they are not being represented independently by the mediator.

(2) The mediator never forces parties into reaching a settlement.

(3) The mediator never makes decisions for parties.

### **A.**

## **Code of professional Conduct for Mediators**

### **E. Termination of Mediation.**

- (1) The mediator suspends or terminates mediation when it appears that continuation would harm or prejudice any party.
- (2) The mediator terminates the mediation session when it appears that a party is unable or unwilling to make an effort to meaningful participate in the mediation process.
- (3) The mediator terminates mediation when it appears that mediation is not productive, and the parties are unwilling to continue.
- (4) The mediator shall not proceed when a party appears to be intoxicated, irrational or exhibits impaired judgement.

## **2. The responsibility of the mediator to the mediation process.**

### **A. Mediator's expertise.**

- (1) Mediator performs mediation services only where qualified to do so by experience and training.
- (2) The mediator makes appropriate referrals when parties need additional information in order to resolve their conflict.

### **B. When it is improper to be mediator.**

- (1) The mediator has represented or counseled a client beforehand shall not accept the role of a mediator.
- (2) The mediator who has prior acquaintance with a party shall not accept the role of mediator, unless the current parties, when informed mutually agree.
- (3) The mediator who has biases or prejudices for or against one of the parties or the issues in dispute shall not accept the role of mediator.

### **C. Mediator's impartiality**

- (1) The mediator shall maintain impartiality at all times.
- (2) The mediator does not represent a party of mediation in court concerning issues which were the subject of mediation.

### **D. Mediation and the law.**

- (1) The mediator shall not offer legal advice to parties.
- (2) Mediator shall allow parties to independantly assess their legal position to seek legal counsel.

## **3. The responsibility of the mediator toward other mediators.**

### **A. Joining mediation in progress.**

- (1) Mediator shall not enter a session in progress without first conferring with the other mediator.

### **B. Working with other mediators.**

- (1) Co-mediator shall keep the other mediator(s) fully informed of developments during the course of mediation.
- (2) The co-mediator shall not show disagreement with no criticism of, the other mediator(s).

## **B.**

### **Code of Professional Conduct for Mediators.**

#### **4. The responsibility of the mediator to the sponsoring agency and to the profession.**

##### **A. Mediator's role during mediation.**

(1) The mediator shall accept full responsibility for the honesty and merit of interventions or suggested options initiated by the mediator.

(2) The mediator shall withdraw when requested to by the parties, or upon discovering an inability to fulfill the requirements of the *Comanche Tribes Pathways to Healing* program and similar Oklahoma Rules and Procedures for the Dispute Resolution Act.

(3) The mediator shall work within the policy of the sponsoring agency, and shall avoid the appearance of impropriety.

(4) The mediator shall not use the third-party role for personal gain or advantage.

(5) The mediator shall not accept money nor anything of value for services, other than the collection of fees listed *Comanche Tribe's Pathways to Healing policies and Procedures*.

(6) The mediator shall not voluntarily incur obligations or perform professional services that might interfere with the ability to act as an impartial mediator.

#### **5. The responsibility of the mediator to the general public.**

##### **A Confidentiality of mediation.**

(1) The mediator shall not reveal, outside negotiations, information gathered during mediation.

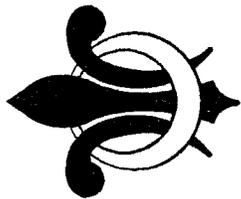
(2) The mediator may disclose information from mediation after obtaining the expressed, written permission of all pertinent parties or when permitted by statute.

(3) *Under the Protective Services for the Elderly Act of 1977 (Title 43A Section 1801 et seq), and Title 21 Section 846 which deals with persons under age eighteen, the mediator is responsible for reporting information to the proper agencies upon learning that any elderly or handicapped person or child has had physical injury or injuries inflicted upon him/her, by other than accidental means, where the injury appears to have been caused as a result of physical abuse or neglect.*

#### **C.**

### **Code of Professional Conduct for Mediators**

# *Pathways to Healing*



Try Pathways to Healing

Fax:



## Have a Dispute ?

### Try “ Pathways to Healing ”

In accordance with the Oklahoma Dispute Resolution Act-Pathways to Healing will provide to tribal members quick access to dispute resolution services.

- ◆ **Specially trained mediators certified by Oklahoma Supreme Court Administrative Director to assist in solving disputes.**

- ◆ **Inexpensive service; \$5.00 processing fee with waiver for court ordered dispute resolution services.**

- ◆ **Dispute resolution services help many people solve disputes involving landlord/tenant, family, employer/employee, etc.**

- ◆ **Fast and Fair services for those who choose mediation services. No long wait for a court date-process is started within a two week period.**

## How Pathways to Healing Works ?

A certified mediator will listen to the initiating party and the responding party to understand how both of them would like to resolve the problem. A mutually acceptable solution is then reached by the parties. The mediator is present to assist communicating with each party and not make decisions or judgements. Attorneys and witnesses are not required.

### *Pathway to Healing*

*Another way to solve conflicts !*

**P**athways to Healing is located in the Children’s Court offices. Mediations are held twice a month in an informal atmosphere. The times and date for mediation are set at the convenience of all parties. For more information please call the Children’s Court at 405-492-3770. Mondays thru Fridays 8:00am-5:00pm.

### *Who are the Mediators ?*

The mediators are trained community volunteers who have completed specialized training culturally sensitive to the Native American and in accordance with the OCU School of Law. Many mediators are public officials and receive no compensation for services provided.

