

Not The Vague Handshake: Start With the Goal

Ground Rules, SMART Goals, and the Architecture of Resolutions That Last

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Introduction: The Vague Handshake

Every mediator has watched it happen. Two parties arrive ready to “work things out,” talk for ninety minutes, circle the same grievances three times, and leave with a vague handshake agreement that collapses within a month. The conversation wasn’t the problem. The absence of a destination was.

I want to make a simple argument with two parts. First: no conflict should proceed toward resolution without a clearly articulated goal, and not just any goal, but the kind of business has used for four decades as the standard-bearer of direction: the SMART goal. Second: before that goal is ever drafted, the parties need agreed-upon rules of engagement, and the best model for creating them comes not from the boardroom but from group counseling. Buy-in and goals are not nice-to-haves in dispute resolution. They are the load-bearing walls.

Here is the image that governs everything that follows: the ground rules build the *container*, and the goal gives it *direction*. Skip the first, and the process explodes; skip the second, and it evaporates. This paper walks the full arc in process order: the work that happens *before the room*, the building of the container, the giving of voice and the testing of readiness, the drafting of the goal, the working of the problem, the writing of the agreement, the ritual of closure, and the road that follows. Along the way, it also faces what the first edition of this argument did not: what to do when the goal won’t write, when power in the room is unequal, when measurement reaches its limits, and when the process must end honorably without an agreement.

One word on where this argument sits in the research, since it draws together two literatures that have largely run in parallel. Goal-setting research established that specific, owned goals change behavior (Locke & Latham, 2002); procedural-justice research established that voice, a fair hearing, and dignified treatment predict whether parties accept and comply with outcomes (Pruitt et al., 1990; Walters & Bolger, 2019). Pruitt and colleagues found the two operate differently in real mediations: achieving one’s goals predicted parties’ immediate satisfaction but not long-run success, whereas procedural-justice perceptions predicted both (Pruitt et al., 1990). The contribution of this paper is to operationalize both at once (co-created ground rules supplying the container, a co-authored SMART goal supplying the direction) as a single, bundled practice, the literature has long referenced in principle but rarely assembled in this integrated, practice-level form.

Part One: Before the Room: Screening, Convening, and the Decision to Mediate

The process does not begin when the parties sit down. It begins when the mediator decides whether they *should* sit down. Standard mediation practice devotes substantial pre-session work to gathering background information, building rapport, assessing the dispute, and designing the process before any joint session occurs (Moore, 2014; Sherman & Momani, 2024). Skipping this phase silently assumes that two willing, safe, roughly equal parties have already materialized at the table, an assumption that fails in exactly the cases where structure matters most.

Three screenings are non-negotiable:

- **Safety.** Separate intake conversations with each party, asking directly about intimidation, threats, coercive control, and fear of the other party. In family contexts, this screening is mandatory, not optional. Where coercive control is present, joint-session mediation is contraindicated. A ground rule can neutralize a relationship in which one party's assent is never truly free.
- **Capacity.** Can each party understand the process, articulate their own interests, and enter a binding agreement? Capacity gaps, whether cognitive, linguistic, emotional, or representational (one party lawyered, the other not), do not always disqualify mediation, but they always require accommodation, named in advance.
- **Willingness.** Mediation's durability advantage rests on self-determination, and self-determination presumes voluntariness. Mandated or reluctant parties need a *pre-goal* conversation: not "what do you want from this dispute?" but "do you want to be in this process at all, and what would make it worth your time?" A party that has never said yes to the process will never genuinely say yes to a goal inside it.

The convening conversation then sets logistics and expectations: who will be in the room (parties only? counsel? support persons?), how long sessions run, what confidentiality covers, and what the mediator's role is and is not. Finally comes the suitability decision itself. Mediation is one forum among several. Where safety, capacity, or willingness cannot be established, the honorable move is referral to legal counsel, therapy, pastoral care, or arbitration, not a compromised process. Declining to mediate is sometimes the most professional act a mediator performs.

Part Two: The Container: Rule-Setting Borrowed From Group Counseling

Why ground rules matter in dispute resolution

Group counselors learned long ago that therapeutic work cannot begin until the container is built. Yalom identifies group cohesiveness (the relational bond of safety and belonging) as the group-therapy analog of the therapeutic alliance, the substrate on which all other change factors depend (Yalom & Leszcz, 2005). And cohesion does not emerge from goodwill alone; it is engineered, in the earliest sessions, through explicit norms: confidentiality, attendance, and how members speak to and about one another (Yalom & Leszcz, 2005). Tuckman's classic stage model suggests the same developmental sequence: groups form by establishing ground rules before they can survive storming and establish productive norms (Tuckman, 1965).

A mediation is a small, temporary, high-stakes group. The parallels are exact. Disputants, like new group members, arrive anxious, guarded, and primed to test boundaries. Without explicit norms, the storm arrives anyway, but without a container to hold it. With norms, conflict becomes workable material rather than a process-ending event. There is also a procedural-justice dividend: people judge a process fair, and accept its outcomes, largely on the basis of voice, dignified treatment, and even-handedness (Welsh, 2017); across legal settings, a meta-analysis traces that chain one step further, from procedural-justice perceptions to legitimacy to compliance (Walters & Bolger, 2019). Ground rules are how a mediator *guarantees* those three things in advance, out loud, to both parties equally.

Organizational research has independently converged on the same construct. What Yalom calls cohesion, team scholarship calls *psychological safety*: a shared belief that the interpersonal space is safe for risk-taking, for admitting error, raising concerns, and saying the hard thing without fear of humiliation (Edmondson, 1999). Edmondson's finding that psychological safety predicts team learning is the boardroom mirror of Yalom's finding that cohesion predicts therapeutic change. The mediation room sits between the two: a temporary team whose only task is learning its way out of its own conflict. Ground rules are psychological safety, engineered on a one-day timescale.

How to do it

Borrow the counseling method, not just the rule list:

- **Co-create rather than impose.** The mediator proposes a starter set: confidentiality, one voice at a time, speak for yourself (“I” statements), attack problems, not people, either party may call a break, but then asks: “What else do *you* need to feel safe enough to do hard work here?” Norms that members help author carry ownership and are followed accordingly; group practice consistently finds that explicit, collaboratively established norms give members a sense of ownership over the group’s purpose and process (Yalom & Leszcz, 2005). Organizational research on group conflict reaches the same conclusion from the other direction: the norms a group adopts shape its positive emergent states (trust, respect, cohesion) and those states, in turn, predict whether the group can keep working together (Jehn et al., 2008). This is the same buy-in principle as the SMART goal, applied one layer earlier.
- **Make them concrete and behavioral.** “Be respectful” is a do-your-best rule, and fails for the same reason do-your-best goals fail. “No interrupting; no characterizing the other person’s motives; phones face down” can actually be observed and invoked.
- **The mediator submits to the rules, too.** In group work, rules bind the therapist as well as the members, and the leader’s visible compliance models the culture (Yalom & Leszcz, 2005). A mediator who asks permission before interrupting demonstrates the norms rather than merely policing them.
- **Write them down and post them,** right beside where the SMART goal will soon hang. The session’s two foundational documents should be visible together: *how we will work* and *what we are working toward*.
- **Secure explicit assent.** Each party verbally agrees to each rule before substantive discussion begins. This thirty-second step purchases hours of a smoother process.

How to reinforce them

Group counseling offers three reinforcement tools that translate directly:

- **Process commentary.** Yalom’s signature technique is to name what is happening in the room without judgment, so the group can see its own dynamics (Yalom & Leszcz, 2005). In mediation: “I’ll pause us. We agreed to one voice at a time, and we’ve drifted. Let’s return to that.” The rule, not the mediator, is the authority; this keeps the mediator impartial while still governing firmly.
- **Return ownership to the parties.** Periodically ask, “How are we doing with our agreements about how we’d talk?” In mature groups, members begin enforcing norms

themselves. The moment a disputant says “let him finish” to their *own* attorney, the container has become self-maintaining.

- **Graduated response.** Group practice typically handles violations progressively: a gentle in-session redirect, then a private sidebar in caucus, then an explicit renegotiation of whether the process can continue. Predictable consequences are themselves a form of safety (Corey, 2016). The ladder has an endpoint: if renegotiation fails, the mediator suspends or terminates. A container that cannot be defended is not a container.

Part Three: Voice and the Regulation Gate

Opening statements: procedural justice in action

With the container built, each party describes the conflict uninterrupted, and the mediator reflects and summarizes the issues and the interests beneath them. This is not a warm-up. Voice, the experience of telling one’s story fully and being visibly heard, is one of the strongest predictors of whether parties judge a process fair and accept its outcome (Welsh, 2017). The uninterrupted opening statement is voice-made structural: it is the procedural-justice guarantee of Part Two, redeemed.

The regulation gate: no goal before readiness

Here, the first edition of this argument had a gap, and it must be named plainly: a dysregulated party cannot do interest work. Articulating the need beneath a position requires reflective, prefrontal capacity, exactly the capacity that an activated threat response forecloses. Polyvagal theory describes the mechanism: the nervous system continuously and unconsciously evaluates the environment for cues of safety and danger, and social engagement (listening, nuance, perspective-taking) is physiologically available only when safety is detected (Porges, 2011). This reframes the container itself: ground rules are not merely procedural. Their predictability is read by the body as a sign of safety. The container is a co-regulation infrastructure.

So, between voice and goal-drafting stands a gate, and the mediator must consciously test it. Observable indicators that a party is outside their window of tolerance include accelerating speech, looping repetition of the same grievance, a spike in motive-attribution (“he did that *because* he wanted to humiliate me”), an inability to paraphrase the other party even approximately, or its opposite: shutdown, monosyllables, withdrawal. When the gate fails, the mediator has three moves, in escalating order:

- **The in-room grounding pause.** A named break in the action: water, breath, feet on the floor, a brief return to something neutral. Thirty to ninety seconds of downshift, dignified by being announced as part of the process rather than as a response to anyone's failure.
- **The caucus.** A private session with each party. Regulation often returns quickly once the audience (the other party) is removed. The caucus also lets the mediator hear what the activation is protecting.
- **Adjournment with dignity.** Some sessions should end early. "We have done real work today, and the next piece deserves us at our best. Let's resume on Thursday," preserves the process and the parties. Adjourning is a mediator skill, not a mediator defeat.

The gate is then re-tested. Only when both parties can hear, paraphrase, and sit with disagreement does the process advance to the goal. Drafting a goal with a dysregulated party does not merely produce a bad goal; it produces a goal the party will later experience as having been extracted from them, and buy-in obtained under activation is not buy-in.

Part Four: The Engine: Drafting the SMART Goal

Why a goal at all?

Conflict resolution theory has long warned against bargaining over *positions* (the fixed demands parties walk in with) and has instead urged practitioners to surface interests, the underlying needs that produced those demands (Fisher, Ury, & Patton, 2011). Fisher and Ury observed that when people bargain over positions, they lock themselves in; the more a party defends a position, the more their ego becomes identified with it, and saving face becomes a new interest that crowds out the original one (Fisher et al., 2011).

A jointly written goal is the most practical tool I know for making that pivot from positions to interests. You cannot write a shared goal out of two incompatible positions ("I want the fence removed" / "The fence stays"). You *can* write one out of the interests beneath them ("Within sixty days, establish a property boundary arrangement both households consider fair and that ends the weekly confrontations"). The act of drafting the goal forces the interest conversation that positions otherwise suffocate. There is a dialectical structure to this move worth naming: the two positions are held in tension, neither capitulating, until a third thing emerges that is genuinely neither, a nor both/and that the parties could not see while defending their either/or.

The goal also does three quieter jobs:

- **It defines success before emotions redefine it.** A written goal becomes the fixed point everyone can return to when the conversation drifts. Goal-setting research describes this precisely: goals direct attention and effort toward goal-relevant activities and away from goal-irrelevant ones (Locke & Latham, 2002). In a dispute, “goal-irrelevant activities” have names: rehashing old wounds, scorekeeping, litigating the past instead of designing the future.
- **It prevents creep.** Just as projects suffer scope creep, conflicts suffer *grievance creep*: the session that began about a missed payment becomes about tone of voice, then about something said at Thanksgiving in 2019. A specific, written goal gives the mediator a gracious, neutral way to redirect: “That may matter, and we can decide together whether it belongs in our goal. Right now, our goal says X. Does this move us toward X?”
- **It disarms emotional sandbagging and sabotage.** Parties sometimes withhold issues strategically, springing them late to extract concessions, or quietly undermine an emerging agreement they never truly endorsed. A goal that both parties helped write and verbally affirmed creates accountability. Sandbagging becomes visible (“That concern isn’t reflected in the goal we wrote together an hour ago. Help me understand”), and sabotage becomes harder to disguise as good faith. This is the buy-in mechanism at work: people defend what they help build. Behavioral science supplies the mechanism behind the slogan: authorship triggers the endowment effect (we value what is ours) and public verbal affirmation is a classic commitment device (Gollwitzer, 1999).

Why a SMART goal specifically?

The SMART framework, Specific, Measurable, Achievable (originally *Assignable*), Relevant (originally *Realistic*), and Time-bound, was introduced by George T. Doran in a 1981 *Management Review* article as a way to write management objectives with enough clarity that results could actually be evaluated (Doran, 1981). It became the dominant goal of architecture in business because it operationalized what the research was simultaneously proving.

That research base is unusually deep. Across roughly four hundred studies spanning thirty-five years, Locke and Latham (1990, 2002) found that specific, challenging goals produced higher performance than vague or “do your best” goals in approximately ninety percent of cases, a finding that generalized across laboratory and field settings, individual and group tasks, and quantity and quality measures. “Do your best” fails, they argue, because it

has no external referent: it cannot tell anyone what counts as done (Locke & Latham, 2006). Meta-analytic work found that well-designed goal-setting programs improved performance as effectively as financial incentives or job redesign (Guzzo, Jette, & Katzell, 1985).

Now notice what a typical conflict “resolution” sounds like without this discipline: “*We agree to communicate better and respect each other going forward.*” That is a do-your-best goal. It has no referent, no measure, and no date, and the research predicts exactly what mediators observe: it does not change behavior. If specificity drives performance in sales teams, factories, and classrooms, there is no reason to believe the psychology suspends itself in a conference room with two estranged business partners.

One tension in the framework deserves honest treatment. Locke and Latham’s central finding concerns specific *challenging* goals, and SMART’s “Achievable” letter, applied timidly, pulls toward modest ones. The resolution is to read Achievable as a constraint on *means*, not on *aspiration*: the goal must be deliverable by the parties in the room with resources they actually control, but within that constraint, it should name the full repair both parties actually want, not the smallest outcome they can tolerate. An easy goal produces an easy peace, and easy peace is what collapsed before they called a mediator.

The process: when and how to set the SMART goal

When. The goal comes after the container is built (Part Two), after each party has been fully heard, and after the regulation gate is passed (Part Three), but *before* any option generation or bargaining begins. Setting the goal before brainstorming matters. Fisher and Ury’s principled negotiation sequence separates inventing options from deciding among them (Fisher et al., 2011); the SMART goal supplies the criterion against which every invented option will later be tested. Brainstorm first, and the loudest party’s favorite option quietly becomes the goal.

Coaching practitioners will recognize the skeleton. The GROW model (Goal, Reality, Options, Will) insists on the same ordering for the same reason: the goal is established before reality-testing and option generation, so that options serve the destination rather than define it (Whitmore, 2017). That two helping disciplines converged independently on goal-before-options suggests the sequence is not a stylistic preference but a structural discovery.

How. The mediator facilitates; the parties author. Ask each party: “If this process succeeds completely, what is true ninety days from now?” Capture both answers visibly, on a whiteboard, a shared screen, or a flip chart. Then merge them into a single draft sentence and walk it through the five letters out loud:

- *Specific*: Who is involved, and what exactly will be different? (Doran's original questions: who, what, where, when, why.)
- *Measurable*: How will both parties *know* it happened? What would a neutral observer count?
- *Achievable*: Can these two parties actually deliver this without third parties who aren't in the room? (This is also where Doran's "Assignable" earns its keep: every element of the goal must belong to someone.)
- *Relevant*: Does this goal address the interests we surfaced, or just the surface positions?
- *Time-bound*: By what date, with what checkpoints?

Each party then verbally affirms the goal. I ask them to read it aloud. This is not theater; goal-setting research consistently identifies *commitment* as a necessary moderator, goals only drive performance when people are committed to them (Locke & Latham, 2002), and public affirmation is one of the oldest commitment devices we have. The goal is then posted beside the ground rules: the container and its direction, visible together.

When the goal won't write: impasse at the drafting stage

Sometimes the parties cannot produce the sentence. The first edition of this argument had no answer for that moment; here is the protocol, in escalating order:

- **Climb the abstraction ladder.** If the parties cannot agree at the level of arrangements ("who gets the storefront"), move up one level to conditions: "What must be true for both of you to operate in this trade community without this dispute consuming you?" Agreement is almost always available at *some* level of abstraction; the mediator's skill is in finding the lowest level at which it exists, because lower is more actionable.
- **Draft in caucus.** Separate the parties and have each draft privately, with the mediator shuttling between rooms. Goals drafted without an audience are routinely more honest and more generous than goals performed in front of an adversary. The mediator then carries candidate language back and forth until a merge is possible.
- **Reality-test against alternatives.** This is where the most underused tool in *Getting to Yes* belongs: the BATNA, each party's best alternative to a negotiated agreement (Fisher et al., 2011). In caucus, ask: "If we cannot write a shared goal today, what do you return to? Walk me through the next six months without an agreement." A party that has genuinely faced its alternative (litigation costs, an ongoing feud, a frozen estate) writes goals differently. The companion question, the worst alternative, often matters

more. Knowing one's BATNA is also a form of protection, not just a source of pressure: a party that knows its alternative cannot be stampeded into a bad deal.

- **Consider parallel goals.** A single merged sentence is the ideal, not a requirement. Where interests are compatible but not common, two parallel goals (each affirmed by both parties) can carry the process: "Sam's goal is X; Jordan's goal is Y; both agree that any acceptable option must serve both."
- **Terminate honorably.** If no goal can be written at any level of abstraction, the process should end: explicitly, respectfully, with referral. "We have learned that this dispute is not ready for this forum" is a finding, not a failure. Mediation that proceeds without a goal merely produces the vague handshake this paper opened with, at greater cost.

Power in the room: when co-authorship is cosmetic

The entire argument so far leans on one assumption: that both parties have roughly symmetrical capacity to articulate interests and author language. Welsh (2017) presses hard on exactly this point; her account of court-connected mediation is substantially a warning about what happens when the ideals of self-determination and procedural justice meet real inequality: repeat players opposite first-timers, lawyered parties opposite unrepresented ones, the verbally fluent opposite the overwhelmed. Where that asymmetry holds, a "jointly written" goal can be the dominant party's goal with the weaker party's signature on it: co-authorship as cosmetics.

The mediator's tools are real but must be deployed deliberately. Watch the drafting itself: whose vocabulary survives into the final sentence? Who amends whom? A goal in which every operative phrase originated with one party is a finding that demands intervention. Balancing moves include turn-structured drafting (each party contributes a clause in strict alternation), written-before-spoken contributions (both parties write privately before either speaks, so the fluent party cannot anchor the frame), liberal use of caucus to develop the quieter party's language, and, where capacity gaps are categorical, support persons or counsel in the room. And there is a threshold below which balancing fails: where one party cannot meaningfully author regardless of accommodation, or where the asymmetry is itself the product of intimidation, the suitability decision of Part One must be revisited. Self-determination that only one party can exercise is not self-determination.

Part Five: The Work: Managing by the Goal

The instrument panel

Once drafted, the goal becomes the mediator's instrument panel:

- **Keep it physically visible** for the entire session. The goal cannot direct attention (its primary psychological function) if it lives in someone's notes.
- **Test every proposed option against it.** "Does this option move us toward the goal? Does it satisfy the Measurable piece?" This converts adversarial evaluation ("I don't like your idea") into criterion-based evaluation ("That idea doesn't get us to the sixty-day timeline we agreed on"), precisely the move toward objective criteria that principled negotiation prescribes (Fisher et al., 2011).
- **Use it as the impasse breaker.** When parties deadlock, return to the goal rather than the positions: "You both wrote this sentence. You both still want it. The question is only the route." Impasse is usually positional; the goal is, by construction, interest-based.
- **Amend it openly, never silently.** If a legitimate new issue emerges, pause and ask: "Do we revise the goal to include this?" Both parties must consent to the amendment. This keeps the creep honest: new issues either enter the goal formally or wait for another process.

Family systems theory explains one more thing the posted goal is doing, silently, the whole time. Every two-person conflict under stress seeks a third point to stabilize itself. Bowen called the pattern triangulation, and in mediation, the most available third point is the mediator, whom each party will work to recruit (Kerr & Bowen, 1988). The posted goal is a structural de-triangulation device: it gives the system a third point that is not a person. "Take it up with the goal" is a move no party can accept when the mediator takes sides. Likewise, the ground rule "speak for yourself" is differentiation-of-self training in miniature, holding one's own position while staying in relationship rather than fusing or cutting off (Kerr & Bowen, 1988). The container and the goal are not only procedural and motivational structures; they are systemic ones.

The caucus: the goal travels with the mediator

The caucus, the private session with one party, has appeared throughout this paper as the venue for regulation breaks, impasse work, power balancing, and rule renegotiation. It deserves direct treatment because the SMART goal changes what a caucus is. Without a posted goal, a caucus is a private audience with the mediator, and every party uses it to advocate. With one, the goal travels into the room as the neutral third point: "Help me see how this position serves the goal you wrote." The question is unanswerable as pure advocacy; it forces the party to argue from the shared sentence or to admit, privately, safely, that the position serves something the goal does not name. That admission is the caucus's highest

yield: sandbagged issues surface in caucus, where they can be brought back to the joint session as a proposed goal amendment, rather than detonating in open session as an ambush. Call a caucus early rather than late; confidentiality within it is absolute except as the party authorizes, and always caucus with both parties even when only one seems to need it, so the meeting itself signals no alliance.

Measuring the relational: proxies, not pretenses

A caution the first edition owed its readers: Measurable has limits, and pretending otherwise damages exactly the disputes that matter most. “Payment confirmed by bank transfer record” measures cleanly. “Restored trust between siblings” does not, and a framework that demands a number for everything will drift toward measuring what is countable rather than what counts, optimizing the metric while the relationship it was meant to serve quietly dies. The discipline is to distinguish *outcome metrics* (payments made, records delivered, deadlines met) from *behavioral proxies* (weekly check-in calls completed, holidays attended, no third-party complaints received), and, crucially, to say out loud in the agreement what each proxy is a proxy *for*. ACT’s distinction between goals and values names the deeper structure: goals are waypoints that can be completed; values are directions that never finish (Hayes, Strosahl, & Wilson, 2012). The Relevant letter is where values live. The proxies are audited against the value, never the reverse. At every review checkpoint, the question is not only “were the calls made?” but “are the calls still serving what they were for?”

Part Six: The Agreement: SMART as Drafting Template

Here is where the framework pays its largest dividend. The final agreement is, in essence, the SMART goal expanded into clauses, each letter answering a drafting question:

Component	Drafting question	The agreement clause produces
Specific	What exactly will each party do?	Obligations clause: named actions, named actors (“Jordan will deliver the inventory records to Sam”)
Measurable	How will compliance be verified?	Verification clause: counts, receipts, confirmations, observable standards (“...via email with read receipt; payment confirmed by bank transfer record”)

Achievable / Assignable	Who owns each obligation, and is it within their power?	Responsibility clause: one name per obligation, no shared or vague ownership; contingencies for what's outside either party's control
Relevant	Why does each term exist?	A brief recital of interests ("Whereas both parties seek to continue operating in the same trade community..."), this preserves the reason for compliance when memories fade.
Time-bound	By when, and what happens at each checkpoint?	Schedule clause: dates for each obligation plus a review date

An agreement drafted this way is harder to evade and easier to honor, because ambiguity, the natural habitat of renewed conflict, has been systematically drained from it. Standard mediation practice has long emphasized building implementation and monitoring provisions directly into agreements rather than treating settlement as the finish line (Moore, 2014); the SMART structure simply gives that practice a checklist. One drafting refinement from behavioral science further sharpens it: wherever possible, write obligations as implementation intentions: if-then statements that bind a behavior to a concrete cue ("If a payment will be late, then Jordan notifies Sam by phone before the due date"). If-then plans dramatically increase follow-through because they delegate the decision to the situation rather than to willpower in the moment (Gollwitzer, 1999). An agreement full of if-thens has already rehearsed its own hard days.

Part Seven: The Ritual: Confirming and Closing

Closure should be a deliberate ritual, not an exhausting trailing-off:

- **Read the original SMART goal aloud**, the one written hours (or sessions) earlier.
- **Walk the agreement against it, letter by letter:** "Does this agreement deliver the Specific outcome we named? Can we measure it? Is every piece assigned and Achievable? Does it still serve the interests that made it Relevant? Are the Time commitments realistic?"
- **Ask each party directly:** "Does this agreement, as written, accomplish the goal you helped write?" Each must answer in their own words. Hesitation here is a gift, not a

problem, as the last sandbag surfacing at the only moment it can still be addressed cheaply. Probe it.

- **Sign beneath the goal**, not just beneath the terms. The goal is the *why*; the terms are the *how*. Parties keep agreements whose purpose they remember.

Then close the group the way it was formed. Tuckman's model was later extended with a fifth stage, adjourning, recognizing that groups need a deliberate ending: an acknowledgment of the work done and the relationships navigated (Tuckman & Jensen, 1977). Thirty seconds suffices: name what the parties accomplished, in the room, today, that they could not do a month ago. A process that opened by building a container should close by honoring what the container held.

This confirmation step is the final buy-in checkpoint. Research on mediated outcomes is striking here: parties' participation in joint problem-solving and their perception of being heard directly predicted long-term compliance with mediated agreements months later, and short-term settlement did *not* predict long-term success (Pruitt, Peirce, McGillicuddy, Welton, & Castrianno, 1993). An earlier study in the same research program had already drawn the dividing line: parties who attained their goals reported immediate satisfaction, but goal attainment alone did not predict long-run success; only the procedural-justice perceptions of a fair hearing and a fully aired problem did (Pruitt et al., 1990). This is why the confirmation step matters as much as the agreement it confirms. Settlement is the by-product; the goal is the product.

Part Eight: The Road: Maintenance and Return Paths

A SMART-built agreement contains its own compliance machinery:

- **Measurable terms create early-warning indicators.** Drift is detected at the first missed metric, not at the first explosion.
- **The Time-bound checkpoints schedule contact.** Build the review date into the agreement itself ("The parties will review performance of this agreement on September 15"). The review is not a sign of distrust; it was part of the goal from the first hour.
- **The goal statement is the re-anchor.** If friction recurs, the parties (or the mediator, in a follow-up) return first to the goal, still jointly authored, still affirmed, still signed, before relitigating terms. Most post-agreement conflicts are interpretive; the goal is the agreed interpretive key.

In systems language, this maintenance machinery is a balancing feedback loop: the goal is the reference signal, the Measurable terms are the sensor, and the review checkpoint is the correction. Naming it this way explains why the machinery works: short delays in a feedback loop produce small corrections, while agreements without review dates have no sensor at all, so the first detected deviation is the explosion. It also provides a generous reframing for the parties: recurring friction is usually a structural problem (a missing sensor, a delayed correction), not a character problem, and structure can be fixed.

The checkpoints do one more quiet job: they rebuild trust mechanically. Trust research converges on the finding that trust is granted in response to demonstrated ability, benevolence, and integrity, and rebuilding, after violation, through small commitments visibly kept (Mayer, Davis, & Schoorman, 1995). Each met checkpoint is a repetition in that rebuilding: a scheduled, structural opportunity to be seen keeping one's word. Lencioni's team pyramid (trust, then conflict, then commitment, then accountability, then results) is this paper's whole process in organizational dress (Lencioni, 2002): the container builds trust, the goal creates commitment, the Measurable terms create accountability, and the checkpoints compound all three.

When a checkpoint fails, the breach protocol runs in order:

- **Re-anchor first.** The review meeting opens with the goal read aloud, not with the grievance. Most "breaches" are interpretive drift; the parties disagree about what a term meant, and the goal, as the agreed interpretive key, resolves these without renegotiation.
- **Amend by consent.** Where circumstances genuinely changed, the amendment protocol of Part Five applies: openly, both parties consenting, the revised goal reaffirmed aloud.
- **Re-mediate.** Where the breach is material and the amendment fails, the parties return to the forum that produced the agreement, with the original goal and the compliance record as the starting documents. Re-mediation from an existing goal is dramatically faster than mediation from scratch.
- **Release.** Where the agreement is beyond repair, explicitly release the parties to other forums. An honest ending of an agreement is itself a kind of compliance with its spirit; a silently dead agreement poisons every future attempt.

The compliance case for this kind of ownership is empirical, not sentimental. Self-determination, parties authoring their own outcome, is widely identified as the engine of mediation's durability advantage; one frequently cited Michigan study found compliance with

mediated small-claims agreements exceeded ninety percent, against roughly fifty percent compliance with imposed judgments (Michigan State Court Administrative Office, 1995, as cited in Rohlf, 2022). People perform goals they own. Locke and Latham proved it in organizations; the mediation research confirms it in conflict.

Part Nine: Adaptations and Limits

Cultural adaptation

SMART is a Western managerial artifact: low-context, individualist, comfortable with direct statement of wants. Those are assumptions, not universals. In high-context settings, directly articulating a goal in front of the other party can itself violate face norms; relationship repair may need to precede any task goal rather than follow from it; and the appropriate authors of a goal may include family or community representatives who, by this paper's earlier logic, "aren't in the room", which means they belong in the room. The framework adapts rather than breaks: goals may emerge more slowly and more indirectly (the caucus becomes the primary drafting venue); the Specific letter may name the restoration of standing and harmony before it names deliverables; and the convening decisions of Part One, who participates, who speaks for whom, carry far more weight. The mediator's discipline is to hold the function (clarity and ownership) while flexing the form.

Honest limits

Structure raises the odds; it does not guarantee outcomes. Parties remain free agents, and some disputes are carried by forces no goal can reach: an untreated addiction, a litigation strategy, a grief that has not been named. The framework's honest claim is narrower and stronger: where a resolution fails *with* this architecture, it fails visibly, early, and diagnosably, at a marked gate or a missed metric, rather than silently and expensively. That is what engineering buys: not certainty, but early detection and honest exits.

Reconciliation beyond resolution

This closing section speaks from a Christian frame; readers and trainers working in secular settings may set it aside without loss to the practical framework above.

Three connections deserve to be named for readers who share this frame. First, the graduated-response and escalation logic that runs through this paper has an ancient template: the sequence Jesus gives in Matthew 18: first a private conversation, "just between the two of you" (Matthew 18:15, NIV), then a small circle of witnesses, then the community, is a

graduated escalation architecture, beginning at the least public, least coercive level and widening only as each level fails. The instinct to resolve at the lowest possible level, with the smallest possible audience, is not merely good technique; it is old wisdom about preserving the dignity of the person being confronted.

Second, “sign beneath the goal” is covenantal logic. A contract binds parties to stipulations; a covenant binds them to a purpose and to one another, with stipulations serving the purpose. When parties sign beneath the *why* and not merely the *how*, they are doing, in miniature, on a whiteboard, what covenant has always done: subordinating terms to relationship. This is why the recital of interests (the Relevant clause) matters more than its legal function suggests: it is the agreement’s confession of purpose.

Third, and most important for keeping the framework honest: resolution and reconciliation are not the same thing, and the SMART agreement can deliver only the first. Resolution is the floor plan that can be specified, measured, and scheduled. Reconciliation is the ceiling, the restoration of the relationship itself, and it cannot be compelled, scheduled, or signed into being; Scripture locates it as a ministry and a gift (2 Corinthians 5:18). The agreement clears the ground on which reconciliation may grow; it cannot make it grow. A mediator who knows the difference will neither oversell the agreement as a restored relationship nor undersell it as mere paperwork. It is the floor, honestly built. Floors matter; people live on them.

Conclusion: Engineered, Not Accidental

Businesses did not adopt SMART goals because they were fashionable. It adopted them because four decades of evidence have shown that specific, measurable, owned, and time-bound goals change what people actually do (Doran, 1981; Locke & Latham, 2002). Conflict resolution should claim the same inheritance. A dispute that opens with careful screening, builds a co-authored container, honors voice, waits for readiness, and pivots to a co-authored SMART goal recruits the two most reliable forces we know for durable behavior change: clarity and ownership. The agreement that results is not a truce signed in fatigue: it is a goal both parties already achieved once, on paper, together, before they ever achieved it in life.

Structure cannot guarantee that outcome; parties remain free, and some disputes outrun every forum. But resolution that sticks is rarely an accident. It is engineered: one specific, measurable, assignable, relevant, time-bound sentence at a time.

Appendix 1: Mediator's Pre-Session Checklist

- Separate intake conversation completed with each party
- Safety screening: intimidation, threats, coercive control, fear of the other party (mandatory in family contexts)
- Capacity screening: comprehension, ability to articulate interests, representation gaps noted and accommodated
- Willingness confirmed: each party has said yes to the *process*, not merely complied with a referral
- Suitability decision made and documented; referral paths identified if mediation is declined
- Participants confirmed: parties, counsel, support persons, interpreters
- Confidentiality scope explained to each party
- Room prepared with two visible posting spaces: one for ground rules, one for the goal
- Materials ready: flip chart or whiteboard, markers, agreement template (Appendix 5), review-date calendar

Appendix 2: Ground Rules Starter Set and Co-Creation Script

Starter set (proposed, never imposed):

- Confidentiality: what is said here stays here, except as we all agree otherwise
- One voice at a time; no interrupting
- Speak for yourself: “I” statements; no characterizing the other person’s motives
- Attack problems, not people
- Either party may call a break at any time, no explanation required
- Phones face down

Co-creation script:

- “These are rules I propose because they have served other people doing hard work like this. None of them is final until you both approve it.”
- “What else do *you* need to feel safe enough to do hard work here?”
- “These rules bind me too. If I break one, call me on it.”

- “Before we begin: do you agree to each of these? I’d like to hear a yes to each, from each of you.”
- Post the agreed-upon rules where both parties can see them for the entire session.

Appendix 3: SMART Goal Drafting Worksheet

Step 1: The ninety-day question. Ask each party, capture answers visibly and verbatim:

- “If this process succeeds completely, what is true ninety days from now?”
- Party A’s answer: _____
- Party B’s answer: _____

Step 2: The merge. Draft one sentence that serves the interests beneath both answers:

Step 3: Walk the five letters aloud:

- *Specific*: Who is involved, and what exactly will be different? (Who, what, where, when, why)
- *Measurable*: How will both parties know it happened? What would a neutral observer count? For relational aims: what behavioral proxy will stand in, and what is it a proxy for?
- *Achievable / Assignable*: Can these parties deliver this with the resources they control? Does every element belong to someone by name? (Achievable in means, still challenging in aspiration.)
- *Relevant*: Does this serve the interests we surfaced, or just the positions? What value is this goal a waypoint toward?
- *Time-bound*: By what date? With what checkpoints, on what dates?

Step 4: Affirmation. Each party reads the goal aloud and affirms it in their own words. Post it beside the ground rules.

If the goal won’t write: climb the abstraction ladder → draft in caucus → BATNA/WATNA reality-test → consider parallel goals → terminate honorably with referral.

Appendix 4: Conversation Guide: Twelve Mediator Lines That Do the Heavy Lifting

- **Redirect (grievance creep):** “That may matter, and we can decide together whether it belongs in our goal. Right now, our goal says X. Does this move us toward X?”
- **Process commentary (rule drift):** “I’ll pause us. We agreed to one voice at a time, and we’ve drifted. Let’s return to that.”
- **Returned ownership:** “How are we doing with our agreements about how we’d talk?”
- **Regulation pause:** “We’ve been working hard. Let’s take ninety seconds before the next piece. It deserves us at our best.”
- **The ninety-day question:** “If this process succeeds completely, what is true ninety days from now?”
- **Criterion test:** “Does this option satisfy the Measurable piece of our goal?”
- **Impasse breaker:** “You both wrote this sentence. You both still want it. The question is only the route.”
- **Amendment request:** “A new issue is on the table. Do we revise the goal to include it? Both of you would need to agree.”
- **Caucus probe:** “Help me see how this position serves the goal you wrote.”
- **BATNA reality-test (in caucus):** “If we cannot write a shared goal today, walk me through the next six months without an agreement.”
- **Sandbag surfacing:** “That concern isn’t reflected in the goal we wrote together an hour ago. Help me understand.”
- **Closure question:** “Does this agreement, as written, accomplish the goal you helped write?”

Appendix 5: Agreement Drafting Template

Recital of interests (Relevant). Whereas the parties seek _____
[state the interests and values this agreement serves, this clause preserves the reason for compliance when memories fade]:

Obligations (Specific). Each obligation names one actor and one action:

- _____ will _____ by _____.
- _____ will _____ by _____.

Verification (Measurable). For each obligation, how compliance is confirmed (receipts, confirmations, counts, observable standards). For relational aims, name the behavioral proxy and what it stands for.

Responsibility and contingency (Achievable / Assignable). One name per obligation; no shared or vague ownership. If-then contingencies for foreseeable obstacles: “If _____, then _____ will _____.”

Schedule and review (Time-bound). Dates for each obligation, plus: “The parties will review performance of this agreement on _____.”

Signatures. The SMART goal is reproduced in full above the signature block. The parties sign beneath the goal, not merely beneath the terms.

Appendix 6: Ninety-Day Maintenance Protocol

Checkpoint agenda (use at every scheduled review):

- Read the original goal aloud before discussing any term
- Walk the Measurable terms: which metrics were met, which missed
- For each proxy metric: is it still serving what it was for?
- Name what is working: kept commitments are trust-rebuilding repetitions; say them out loud
- Set or confirm the next review date

Breach protocol (run in order):

- **Re-anchor:** open with the goal, not the grievance; most breaches are interpretive drift
- **Amend by consent:** where circumstances changed, revise openly and re-affirm aloud
- **Re-mediate:** return to the forum with the original goal and the compliance record as starting documents
- **Release:** if beyond repair, end the agreement explicitly and refer to other forums

Appendix 7: Worked Examples: Four Contexts

Workplace (two department heads, disputed handoffs)

Goal: “Within 45 days, operations and sales will run a written handoff procedure for custom orders that both directors have signed, with zero orders escalated to the VP for handoff failures

in the following quarter.” *Measure*: escalation count; signed procedure on file. *Proxy note*: escalations proxy for the restoration of working trust between the directors.

Family (siblings, parents’ estate and care)

Goal: “Within 60 days, establish a written care-and-cost plan for Mom that both siblings call fair, with monthly responsibilities named per person and a standing first-Sunday call to review it.” *Measure*: plan signed; calls completed monthly. *Proxy note*: the standing call proxies for the relationship both siblings said they wanted back. At review, audit the call against that value, not just its occurrence.

Business partnership (dissolution of a two-owner firm)

Goal: “Within 90 days, complete a separation of the partnership that lets both owners keep operating in this trade community: inventory divided per the agreed schedule, client list allocation in writing, and no disparagement, verified by zero third-party complaints through year-end.” *Measure*: schedule milestones, written allocation, and complaint count.

Congregation (worship-team conflict)

Goal: “Within 30 days, the worship director and the elder board will adopt a written decision path for service planning that both have affirmed, and will review it together after eight Sundays.” *Measure*: adopted document; review meeting held. *Note*: the recital of interests names the shared value, unity in service, that the procedure exists to protect; resolution is the floor, reconciliation remains the prayer.

Appendix 8: Reflection Questions for Leaders and Mediators

- In my last failed resolution, where did the goal live, on the wall, or in my notes?
- Which party authored more of the final goal’s language, and how would I know?
- Where in my last session did I test the regulation gate, or did I draft a goal with an activated party?
- Which of my standing agreements has no review date, no sensor, and is therefore drifting undetected right now?
- When I redirect, does the authority come from me or from the rules the parties authored?

- What in my current conflict am I measuring because it is countable rather than because it counts?
- Have I confused resolution with reconciliation: selling a signed agreement as a restored relationship, or dismissing a sound agreement because the relationship remains unhealed?
- What is my own BATNA in the conflict I am avoiding, and have I genuinely faced it?

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