

THE TEXAS MEDIATOR

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P R E S I D E N T ' S R E P O R T

President's Report

Sleigh Bells Ring, Are You Listening?

By John Palmer

With the Holiday Season upon us, I am reminded of the song, Winter Wonderland and the verse, "Sleigh bells ring, are you listening? In the lane, snow is glistening. Beautiful sight, we are happy to night. Walking in the winter wonderland."¹ Listening and observing are cornerstones of mediation. My gift to you this season is some words of wisdom on listening and observing with a few zingers to ponder:

The shoe that fits one person pinches another; there is no recipe for living that suits all cases. Carl Gustav Jung, psychiatrist and psychologist (1875-1961)

In seeking wisdom, the first step is silence, the second listening, the third remembering, the fourth practicing, the fifth -- teaching others. -Ibn Gabirol, poet and philosopher (c. 1022- 1058)

Compassion is the basis of morality. -Arnold Schopenhauer, philosopher (1788-1860)

You can discover what your enemy fears most by observing the means he uses to frighten you. Eric Hoffer, philosopher and author (1902-1983)

We would often be ashamed of our finest actions if the world understood all the motives which produced them. Duc de La Rochefoucauld, writer (1613-1680)

The truth is rarely pure, and never simple. Oscar Wilde, writer (1854-1900)

Not all those that wander are lost. J.R.R. Tolkien, novelist and philologist (1892-1973)

Pleasure is very seldom found where it is sought; our brightest blazes of gladness are commonly kindled by unexpected sparks. - Samuel Johnson, lexicographer (1709-1784)

The soul would have no rainbow had the eyes no tears. John Vance Cheney, poet (1848-1922)

In everyone's life, at some time, our inner fire goes out. It is then burst into flame by an encounter with another human being. We should all be thankful for those people who rekindle the inner spirit. Albert Schweitzer, philosopher, physician, and musician (1875-1965)

Be master of your petty annoyances and conserve your energies for the big, worthwhile things. It isn't the mountain ahead that wears you out - it's the grain of sand in your shoe. Robert Service, writer (1874-1958)

Many individuals have, like uncut diamonds, shining qualities beneath a rough exterior. Juvenal, poet (c. 60-140)

Few things can help an individual more than to place responsibility on him, and to let him know that you trust him. Booker T. Washington, reformer, educator, and author (1856-1915)

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President's Report *continued from front page*

Keep me away from the wisdom which does not cry, the philosophy which does not laugh and the greatness which does not bow before children. Kahlil Gibran, mystic, poet and artist (1883-1931)

Your assumptions are your windows on the world. Scrub them off every once in a while, or the light won't come in. Alan Alda, actor and director (1936-)

If you must play, decide on three things at the start: the rules of the game, the stakes, and the quitting time. Chinese Proverb

Sometimes to remain silent is to lie. Miguel de Unamuno, philosopher and writer (1864-1936)

People are like stained glass windows: they sparkle and shine when the sun is out, but when the darkness sets in their true beauty is revealed only if there is a light within. Elizabeth Kubler-Ross, psychiatrist and author (1926-)

I have never met a man so ignorant that I couldn't learn something from him. Galileo Galilei, physicist and astronomer (1564-1642)

An eye for an eye leaves everyone blind. Mohandas Karamchand Gandhi (1869-1948)

Reading makes a full man, meditation a profound man, discourse a clear man. Benjamin Franklin

There is no agony like bearing an untold story inside of you. Maya Angelou, poet (1928-)

The bamboo that bends is

stronger than the oak that resists. Japanese proverb

In three words I can sum up everything I've learned about life: it goes on. Robert Frost, poet (1874-1963)

It's a shallow life that doesn't give a person a few scars. Garrison Keillor, radio host and author (1942-)

Everything that irritates us about others can lead us to an understanding of ourselves. Carl Jung, psychiatrist (1875-1961)

I have learned silence from the talkative, toleration from the intolerant, and kindness from the unkind; yet strange, I am ungrateful to these teachers. Kahlil Gibran, mystic, poet and artist (1883-1931)

To laugh often and much; to win the respect of intelligent people and the affection of children; to earn the appreciation of honest critics and endure the betrayal of false friends; to appreciate beauty; to find the best in others; to leave the world a bit better, whether by a healthy child, a garden patch or a redeemed social condition; to know even one life has breathed easier because you have lived. This is to have succeeded. Ralph Waldo Emerson, writer and philosopher (1803-1882)

I'm a great believer in luck and I find the harder I work, the more I have of it. Thomas Jefferson, third US president, architect and author (1743-1826)

The secret of life is honesty and fair dealing. If you can fake that, you've got it made. Groucho Marx

Understanding a person does not mean condoning; it only means that

one does not accuse him as if one were God or a judge placed above him. Erich Fromm, psychoanalyst and author (1900-1980)

"I can do whatever I want as long as it helps someone else" instead of "I can do whatever I want as long as it doesn't hurt anyone else" - Jimmie Johnson, Presbyterian Preacher, July 4, 1999.

Well-timed silence is the most commanding expression. Mark Helprin

Courage is resistance to fear, mastery of fear - not absence of fear. Mark Twain, U.S. Author (1835-1910)

Have a heart that never hardens, and a temper that never tires, and a touch that never hurts. - Charles Dickens, novelist (1812-1870)

Happy Holidays!

1. Written By Bernard Smith. For all those who know me - you would rather see these words in print than hear them in tune!

John Palmer (Waco) became TAM's new president at this year conference in Austin. John has been a mediator for nine years and is a former chairman of the ADR section of the State Bar. John also serves as mediator for the McLennan County Dispute Resolution Center and as a Settlement Week volunteer mediator. He was previously TAM's treasurer and has published numerous articles on ADR. He can be contacted at 254-755-4100 or Palmer@nmanhowell.com.

2002 TAM Case Book/Form Book CD

Are you a member who couldn't attend this year's conference but would like a copy of the 2002 TAM Case Book/Form Book CD? If so, please email your request to Jill McKibben at jill-susan@yahoo.com or send a request to:

TAM, P. O. Box 191208, Dallas, TX 75219-8208

Effectiveness Study - Conflict and Your Career

By Craig E. Runde

According to a new study from the Management Development Institute, there's a strong link between a person's ability to resolve conflict effectively and his or her perceived effectiveness as a leader and therefore, his or her likelihood of promotion.

The sample for this study consisted of 172 employees (90 male; 82 female) from five different organizations that varied in their nature: a resort hotel, a manufacturing company, an insurance company, and two governmental agencies. Roughly half of these individuals were middle-level managers or higher in their organizations. All of them were participating in a program on conflict provided to their organization by the Management Development Institute (MDI) of Eckerd College. These programs were part of the process of developing and validating MDI's Conflict Dynamics Profile (CDP), a new 360° assessment instrument that focuses on workplace conflict.

As part of the program, each employee completed the CDP regarding herself. In addition, the CDP was also typically completed by that person's boss, four peers, and four direct reports. In some cases, data is missing because the person did not receive evaluations from all three sources, but in most cases

complete or nearly-complete data were available.

In addition to the CDP, the bosses, peers, and direct reports also completed a brief measure on which they indicated how effective the individual was an "excellent leader of people" and as an "excellent candidate for promotion". In each case, ratings were made on a five-point scale running from "strongly disagree" to "strongly agree".

Pearson correlation coefficients were calculated to determine how strongly these ratings of effectiveness were associated with the way that the person was seen as dealing with conflict, as measured by the CDP. In these analyses, boss's ratings of an employee's effectiveness were correlated with the boss's ratings of the employee on the CDP, peers' ratings of effectiveness with peers' ratings on the CDP, and direct reports' ratings of effectiveness with their ratings on the CDP.

The responses revealed strong correlation between certain conflict resolution behaviors and perceived effectiveness as a leader and suitability for promotion. Highlights included:

Best leadership/career advancement behaviors include: active con-

structive behaviors of perspective taking, creating solutions, expressing emotions, and reaching out. Participants rated high on these behaviors were considered more effective leaders and the most suitable for promotion.

Worst leadership/career advancement behaviors include: active destructive behaviors, such as winning at all costs, displaying anger, demeaning others, and retaliating. Bosses also found avoidance behaviors to be particularly problematic. Participants rated with these behaviors were generally not considered to be effective leaders or suitable for promotion.

Craig Runde is the director of new program development for the Management Development Institute at Eckerd College in St. Petersburg, FL, where he oversees the Conflict Dynamics Profile. He attended Harvard University and received his law degree from Duke University. You can reach him at Eckerd College, 4200 54th Avenue South, St. Petersburg, FL 33711. 727-864-7537; rundece@eckerd.edu.

The web site for the Conflict Dynamics Profile is:
<http://www.conflictdynamics.org>.

Plan to Attend TAM's Annual Conference San Antonio, Texas - Feb. 28-Mar. 1, 2003



Texas DRC's: The Fort Bend County DRC

By Shelly Hudson

The Fort Bend County Dispute Resolution Center (DRC) is located in Richmond, Texas, the county seat of Fort Bend County, approximately 30 miles southwest of Houston. Fort Bend County enjoys a combination of suburban living coupled with the slower pace of rural life, particularly rice farming, and ranching.

The DRC was incorporated as an independent non-profit corporation in November of 1993, and began operation in February 1994. The DRC's objective was, and is, to provide effective, cost-saving alternative dispute resolution to the citizens of Fort Bend and surrounding counties by:

1. diverting from the judicial system a variety of civil and criminal complaints, thereby helping to relieve crowded Court dockets and allowing more effective use of legal resources;
2. providing a quick, simple, assessable and low-cost method of dispute resolution;
3. educating the public in methods, other than litigation, to solve controversy; and
4. encouraging the settlement of disputes in their early stages to prevent later escalation of conflicts.

Volunteer mediators are the heart and soul of our operation. We are privileged to have a roster of almost 150, third party mediators, each trained in compliance with state statute, to assist parties in effective communication and agreed problem-solving. Their efforts cannot be minimized when documenting the DRC's continued growth, and increased community support over the years.

In 1994 only 107 cases were mediated, but by 2001, the number of mediations conducted approached 700. These cases include referrals from the Courts, individual attorneys, parties to the complaint, church and civic organizations, and schools. They encompass all manner of disputes in the following general categories:

Domestic:	41%
Consumer:	20%
Business:	13%
Auto:	6%
Landlord/Tenant:	7%
Neighborhood:	5%
Other:	8%

In addition to the regular caseload, the DRC administers Settlement Week twice a year, and special projects such as assisting in clearing DWOP (Dismissal for Want of Prosecution) Dockets for various Courts. Staff and volunteers also serve as speakers for community groups, and provide Peer Mediation Training in area schools from elementary level through high school.

The overwhelming majority of DRC funding is provided through Commissioner's Court (ADR Fund and County subsidy). Supplemental funds take the form of user fees (on a sliding scale basis), room rental fees, fund-raising via cash donations (including annual support from the Fort Bend Bar Association) and offering mediation training courses, with trainers volunteering their time.

General civil cases are accepted for DRC mediation based on an amount in controversy of \$25,000 or less and for family mediation if the parties' gross annual income is \$75,000 or less. Those qualifying in civil matters pay a user fee from \$20 to \$100 based on annual income, with all business entities pay-

ing \$100. The family mediation fee is \$35 per party. All parties pay an additional \$10 if they reside out of Fort Bend County. If a case exceeds the eligibility limits, upon request of the parties, the DRC refers the case to one of the volunteers as a private case, and fees are negotiated without DRC intervention.

The DRC is overseen by a ten-member Board of Directors comprised of attorneys (not to exceed 40% of seats) and non-attorneys. Most are mediators, but a few are not. The philosophy is to maintain a multidisciplinary attitude, and reflect the diversity of the county's population at large. Daily operations are overseen by the Executive Director and a part-time assistant. Needless to say, everyone stays busy!

We are optimistic about the future of the DRC, and ever more excited that the good news of the mediation process is spreading in our community. People are learning a better way to resolve disputes, not just dispose of Court cases. We are proud to be a part of making Fort Bend County a better place to live and work.

Shelly Hudson, whose family moved to Fort Bend County in 1975, has served as Executive Director of the DRC since 1996. She is a graduate of the University of Texas at Austin and South Texas College of Law. As a licensed attorney, she practices primarily Family and Probate Law. She is the current State Chair of the DRC Director's Council and a member of the Texas Mediator Credentialing Association (TMCA) Board of Directors.

Texas Mediator Credentialing Association Update

By Judy Corder

The Board of Directors of TMCA anticipates beginning to accept applications for credentialing in March 2003. The initial public presentation will occur at the American Bar Association DR Section meeting in San Antonio on March 21, 2003. At that time, the TMCA website should also be up and running.

If you would like to be included in TMCA's initial mailing of information and applications, you can email or mail your mailing address to:

James Gibson
Sam Houston State University
19 Huntsman's Horn Circle
Woodlands, TX 77380
Sls_jwg@shsu.edu

TAM members can also check the association's website, for information, www.txmediator.org. As soon as TMCA is ready to accept applications, an announcement will be placed on the TAM website with information about how to complete the application process.

Judy K. Corder, Ph.D., TAM's president elect, is also Vice President of Corder /Thompson and Associates. She has been a mediator since 1984 when she received her training from the Austin DRC. She has conducted over 700 mediations covering a variety of subject matters, including commercial, environmental, employment, family and public policy. She is a former assistant professor at the University of Texas and former Academic Research Officer at St. Edward's. She received her B.A., M.A. and Ph.D. degrees from the University of Indiana.

Record Crowd Listens To The Voice Of The Child

By Dr. Lynelle C. Yingling

120 attendees, a record conference crowd for the 3-year-old Texas Chapter of the AFCC, came to Irving to listen to "The Child's Voice" on September 27, 2002. Keynote speakers were Dr. Richard Warshak, author of *The Custody Revolution* and *Divorce Poison*, and Dr. Nancy Olesen, researcher at the Judith Wallerstein Center for the Family in Transition. Joining the 2 keynote speakers were a variety of perspectives from judges, legislators, attorneys, therapists, educators, and researchers. Jan Shaw, President of AFCC, came from Orange County, California to share international trends on this topic.

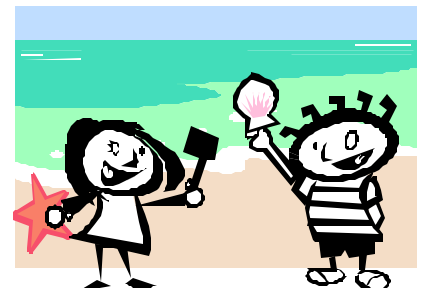
Perhaps the real highlight of the conference was the videotaped interviews of real children and adults

who had experienced divorce of their parents. Bradley Craig, Director of Children in the Middle, directed the production of this wonderful honest and unrehearsed voice of the child. Their messages give us cause to listen more closely as we try to solve their problems with them rather than for them. Information on purchasing a copy of this video is available on the Texas Chapter website at www.texasAFCCnet.org.

Plans for next year's conference are already underway. The anticipated theme is "High Conflict Families: Methods Founded in Therapeutic Jurisprudence." Perhaps there are a number of programs for high conflict families already in operation in Texas. We would like to identify all specialized programs and assess

the common elements which work in Texas under Texas law. If you know of a successful program, please send contact information to:

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TAM's Book Reviews

Forrest S. Mosten **Mediator Career Guide: A Strategic Approach to Building a Successful Practice (San Francisco: Josey Bass 2001)**

Reviewed by Suzanne M. Duvall

In this definitive guide Forrest Mosten, a Los Angeles lawyer who for the past twenty years has made mediation his profession, helps mediators and mediator "wannabes" answer the critical question "Can mediation be my day job?"

Step by step in an orderly, organized manner the author challenges the reader with even more probing questions: "do you have what it takes? (to make mediation your profession); "can you do the work? (education, training, skills); and, perhaps most critically, "do your financial situation and obligations allow for the possibility of little or no income for the first three years and erratic income after that?"

If the reader remains undaunted in his zeal to make mediation his day job after answering these questions, Mosten shows him step by step how to do so, from the theoretical, (how to create a mediation signature based on personal vision) to the practical, (how to define target markets and potential clients: how to develop a business plan and set up a mediation friendly office, and perhaps most importantly, how to effectively market and continue to maintain a practice once it is up and running).

In this reviewer's opinion, the weakness of this book lies in its epilogue and appendix covering the last one-third of the text. While the contents (such as information on training programs, the UMA, and mediation organizations; and some rudimentary sample forms) might be useful for a less sophisticated reader, it is very basic stuff for even the newest TAM

member. However, overall this is a good read and a useful basic primer for anyone pondering the question "can mediation be my day job?"

Suzanne Mann Duvall is an attorney & mediator in Dallas and a former president of TAM.

P u b l i s h e r C o n t a c t :
www.Josseybass.com.

Colin Rule **Online Dispute Resolution for Business (New York, Jossey-Bass 2002) 326 pp.**

Reviewed by Jill McKibben

When The Texas Mediator first asked me to review this book, I immediately agreed for two reasons: 1) I'm involved in business, and 2) I'd never heard of online dispute resolution. (This challenged my "geekiness" as I thought I was pretty much aware of all that the world wide web had to offer!)

In researching the subject further, I went to www.amazon.com and found that when I typed online dispute resolution in the search field, only 2 books appeared as a result of the search: the first was published in April 2001 and was simply an introductory text, and this one. So I dug in.

I found this book to be a very good study of the origins and advantages and disadvantages of Online Dispute Resolution (ODR). The bulk of the book is organized like a textbook (in a more user-friendly format) in that it breaks down ODR and its use in various types of businesses, such as health care, finance, government, etc. Especially helpful are the case studies that accompany each chapter. The final section of the book lists specifics on how to design an effective ODR for business, so that the reader is off and running in setting up her own ODR practice.

This book has been described as a tool book for ODR, and that it is. It's thorough, intelligent, practical and an invaluable contribution to the field of alternative dispute resolution.

Finally, I agree with the author's conclusion that ODR is intimately tied to the expansion and development of the Internet. The rapid rise in the growth of the net fueled the growth of ODR, and the backlash and slowdown in the net has temporarily slowed the growth of ODR. But like the Internet, the expansion and refinement of ODR is inevitable. By reading this book and understanding ODR, you'll find yourself understanding it completely and with confidence.

Jill McKibben is TAM's Membership Director and Webmaster

P u b l i s h e r C o n t a c t :
www.Josseybass.com.

Douglas H. Yarn **Dictionary of Conflict Resolution (San Francisco Jossey-Bass 1999) 545 pp.**

Reviewed by Clara I. Gómez

This book was compiled and edited in cooperation with The Society of Professionals in Conflict Resolution (SPICR), and with the support of The William and Flora Hewlett Foundation, and The Georgia Consortium on Negotiation and Conflict Resolution.

The Consortium on Negotiation and Conflict Resolution (CNCR) started the Conflict Resolution Lexicon Project in 1989. The dictionary contains approximately 1,400 headwords. Most of these headwords relate to particular concepts, processes, or techniques in conflict resolution.

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BOOK REVIEW*continued from page 6*

Headwords are printed in bold type, and if the word is not naturalized in English, it is printed in bold italicized type. The dictionary does not contain a guide to pronunciation or etymology found in a regular dictionary.

In the dictionary, an entry may have several paragraphs (**mediation** pp. 272-284). The first paragraph contains the most familiar or the most important definition. The following paragraphs contain other usages, definitions in particular context, or discussions of the application of the underlying concepts. Paragraphs beginning with an italicized subject area indicate the cited authority's distinct and different uses of the term.

The book contains five parts: 1) A Guide for using of the dictionary; 2) 444 pages of terms and definitions; 3) Appendix A: Conflict Resolution Organizations and Programs; 4) Appendix B: Court-Connected Alternative Dispute Resolution arranged by State; 5) Appendix C: Higher Education Degree-Granting Programs in Conflict Resolution

This dictionary is an important contribution to the conflict resolution field, and should be part of the regular reference of any scholar or practitioner in this area.

Clara Gomez is a member of TAM's board of Directors and an officer of the Houston Chapter of ACR.

P u b l i s h e r C o n t a c t :
www.Josseybass.com

Phyllis Beck Kritek
Negotiating at an Uneven Table: Developing Moral Courage in Resolving Our Conflicts
(Jossey Bass, San Francisco 2002. (2nd ed)) 378 pp

This is the second edition of a book originally published in 1994. Its author, Phyllis Kritek was, until recently, a professor of nursing at the University of Texas Medical Branch in Galveston and many of the examples and stories in her book deal with Galveston and her profession.

According to Kritek, all negotiation tables are uneven in some way or another and we should be self-aware enough to realize that sometimes we are the ones who make it uneven.

There are ten constructive "ways of being" at an uneven table. These ways of being are never fully achieved or mastered but can continuously be enhanced or strengthened. These are: 1) Find and inhabit the deepest and surest human space your capabilities permit- this includes trusting the human spirit, committing to personal authenticity and increasing self-awareness; 2) Be a truth teller – which includes good listening as a catalyst to creativity and self-honesty; 3) Honor your integrity, even at great costs; 4) Find a place for compassion; 5) Draw a line in the sand without cruelty – that is, stick by your principles but with clarity, gentleness and grace; 6) Expand and explicate the context – trying to look at the issues in a more global, multidimensional, systemic context; 7) Innovate – seeking clarification of the rules, changing them if necessary, being creative, curious, questioning and humorous; 8) Know what you do and do not know before you sit at the table 9) Stay in the dialogue – if you see inequities at the table and you feel like you have to leave the table, do not abandon dialogue of the issues; and 10) Know when and how to leave the table.

Contrary to its title, *Negotiating at an Uneven Table* is not very much about negotiation as we mediators know it or would expect it. In fact, the first half of the book consists mostly of what Kritek calls "philosophical musings" and some poetry. As such,

readers looking for practical step-by-step advice on negotiating may be disappointed. The book is more about the remainder of its title - *Developing the Moral Courage in Resolving Our Conflicts*. It is about bringing to light the unevenness at a table, even when that in itself would create conflict. It is about trying to do the right thing and becoming a better, more reflective and more compassionate person when dealing with everyday conflicts with others. As such, it is a beautiful and inspiring book.

Norah J. Mendías Abella,
Solución de Conflictos Empresariales Buenos Aires, Argentina Editora Carpetas de Derecho 2002

Spanish-speaking mediators would benefit from reading *Solución de Conflictos Empresariales* (Solutions to Business Organization Disputes).

Author Norah Mendias is an Argentine attorney and mediator who studied under some of the most notable mediators in the United States, mostly out of the Harvard Negotiation Project. Her book, *Solución de Conflictos Empresariales*, is directed towards not only mediators but anyone interested in conflict management in business organizations.

The first part of the book covers the basics of conflict resolution and offers a good review of these basic concepts. This would be especially helpful for those Texas Mediators who, though familiar with the language of conflict resolution, may want to familiarize themselves with the same concepts in Spanish.

The second part of the book is the one that focuses on organizational conflict. Some of it is also a review of basic concepts but with emphasis on organizational conflict issues.

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Moves and News

Dallas - On October 22, 2002, **George S. McKearin** and **Suzanne Duvall** presented a program entitled "The Current Rules of Civil Procedure and the UPL for Texas Mediators" to the Dallas Chapter of the ACR. The program was designed to impart some basic knowledge on those topics. Suzanne prepared a critique sheet and it is safe to say the overall response was enthusiastic and appreciated. The goal of the Taking it to the Streets program is to educate mediators throughout the state of Texas so that they may be better prepared to handle the tremendous variety of cases that come before them. While this program would, as the name implies, be focused on court-annexed mediations, hopefully the contents will be beneficial to all those who participate. Versions of this basic program will be presented by Texas Association of Mediators members throughout the state in the ensuing months.

Houston- South Texas School of Law is expanding its ADR programs internationally, to Central America, with the help of **Dr. Jerry Hall**, former Houstonian and President of ADR Services International, Inc, and Director of International Association of Mediators - Arbitrators. They are

working with foreign governments to educate them on the Processes of ADR opening opportunities to U.S. companies wishing to do business in Latin America but concerned with the legal tie ups that could occur. They will be providing Seminars in Panama late January for the benefit of American companies wishing to expand their businesses in Latin America. They can be contacted at adrsi@msn.com for information regarding these seminars.

Dallas - Dispute Mediation Service has chosen two Richardson residents to receive its annual **Louis Weber** Award for Volunteer of the Year. Both recipients have devoted considerable time over the last ten years as volunteer mediators through the DMS on-site program at **Judge Martha Ritter's** Justice of the Peace court in Richardson over the last ten years. They are **Dorothy (Dot) Heller** and **Dr. Sol Lurie**. Both were honored at a reception November 21, 2002 for their tireless work with the Richardson court. Also being honored at the reception were volunteer coordinators **David Shiro**, **Dr. Ron Stone**, and **Jerry Thompson**.

Judge Ritter retired from the bench this year and **Judge Sandra Ellis** was appointed to take her place. In the recent election, Judge Ellis was elected to the position. Judge Ellis, like her predecessor, Judge Ritter, is a strong supporter of the court mediation program. The Louis Weber Award for Volunteer Mediator of the Year was established in 1994. The

award honors Weber, a founder and first President of the Board of DMS.

Dallas - Dallas County Court at Law Judges **Bob Jenevein** and **John Peyton** recently opened their courtroom and their hearts to a group of Junior High School students from the Larry Johnson Recreation Center. The children sat in the jury box while the judges spoke about the legal system. Dispute Mediation Service of Dallas and the Dallas Chapter of the Association for Conflict Resolution sponsored the event.

Sheikha Hobeiche, President Elect of the Dallas chapter of ACR talked about mediation as an alternative to trial. She urged the students to stay in school and work so that they could one day become judges or mediators. Each of the students received a certificate of accomplishment prepared by **Herb Cooke**, President of the Dallas ACR and signed by Judge Jenevein and Judge Peyton.

This is one of many activities Dispute Mediation Service sponsors through its "ABC's to the Circle of Life" program. For more information please contact **Rose Sheppard**, ACR publicist, at 214-674-0501 or newrose@attbi.com.

Moves & News is dedicated to recognize Texas Mediators on their achievements, awards, publications, moves, etc. Members wishing to share such information should contact the editor at josrendon@aol.com Tel: 713-644-0787, Fax: 713-521-9828.

Proposed Bylaw Changes

ARTICLE FIVE—Board of Directors

5.1 Add the position of HISTORIAN to the list of Board members: 7 elected directors, the editor of the organization's newsletter, the membership chairperson, the immediate Past President, and the officers of this organization.

ARTICLES 5.2. 6.27, 8, 10, and 13 All are related to voting

Change the language from "mail" ballot to "send by mail or other modes of transmission"

For an Analysis of These Changes and a Lined Version of the Changes
VISIT THE TAM WEBSITE AT www.txmediator.org



Last newsletter's Site Sense talked about the Home Page and the Design of your website and I promised to fill you in on your options for authoring your pages. Literally dozens of Web authoring tools appeared quickly in the early stages of the Web's growth. These tools continue to attract users; some are **shareware** – copyrighted computer programs available on a trial basis, with payment expected after some period of use – and others are **freeware** – copyrighted programs available without any charge. However, **retail software products** – boxed products with documentation and technical support, sold in retail channels such as computer superstores, printed catalogs, and online catalogs – are now the major players in Web publishing.

Another option for Web publishing is the "save as HTML" (short for **HyperText Markup Language**, the authoring language used to create documents on the World Wide Web) capability that's part of many word processing programs. This feature allows you to create and edit a document by using the normal word processing commands that you're already familiar with and then to save the document in a ready-to-publish HTML form. If you have a

program with this capability, try it out – that way, you don't have to fiddle with figuring out HTML or an unfamiliar program. However, you may find frustrating the fact that not all your word processing program's capabilities translate to your Web pages when you use the "save as HTML" feature. In this case, you'll want to investigate the myriad of Web Authoring Tools out there today. But how do you decide which one's for you?

Use these five factors to determine the best Web authoring tool for you:

1. **Effort.** How much effort does figuring out the tool require? How much effort does using it require? (The answers to these two questions can be quite different: For example, figuring out how to use the "save as HTML" capability in your word processing program is very easy, but using the capability to do advanced work – such as complex Web text and graphics layouts – can be hard.)
 2. **Platform.** Does the tool run on your system – Windows 3.x; Windows 95, 98, Windows 2000/NT and Windows XP; the Mac; or your version of UNIX?
 3. **Add-on versus stand-alone.** Does the tool run on top of or within some other program, or is the tool a stand-alone application? I prefer stand-alone tools.
 4. **HTML focus versus WYSIWYG focus.** Does the tool help you work directly with HTML tags in text? Or does the tool hide HTML tags and present you with a more intuitive WYSIWYG (What-You-See-Is-What-You-Get) interface so that you can see what the page looks like, as in a word processing program?
- Free versus paid for.** Does the program cost money? If so, does

the program's owner let you try before you buy?

You are going to find a rough correlation among increasing effort to figure out a tool, increasing capabilities of the tool, and increasing purchase price of the tool.

Finally, don't get too caught up in the process of choosing the right tool. As Yoda says in *Star Wars*, "There is not try, only do." Your goal is to create Web pages, not to become an expert in the tools that create Web pages. So spend a little time researching, and then plunge in. With all the free Web authoring software or free evaluation copies of the software out there, you can create a few Web pages in one tool and then try another one if necessary until you find the tool that suits you best.

After you have created your web pages using the web authoring tool of your choice, you'll have to decide where you are going to put your site. In the next Site Sense, I'll talk about the three broad choices regarding where you will house your site. Happy authoring!

Jill McKibben is TAM's Membership Director and Webmaster. She was trained as a mediator (Basic & Family) in 1997 by the Dispute Mediation Service in Dallas. She also received training in transformative mediation by the US Postal Service's Redress program and is serving as Secretary on the board and Webmaster for the Dallas-Ft Worth chapter of the Association for Conflict Resolution (ACR). Jill also writes "Site Sense" - a column that provides advice to Texas Mediators on the use of the internet and design of websites in promoting their practice. Jill is employed fulltime by ClubCorp in Dallas as a User Education Specialist in their IT department, developing online courses and technical documentation.

**Plan to Attend TAM's Annual Conference
San Antonio, Texas - Feb. 28-Mar. 1, 2003**



The Unauthorized Practice of Law, or Big Brother is Watching You

For years the Texas mediation community has struggled with a perplexing issue: should a mediator prepare the final memorandum of settlement at the end of a mediation session? At the end of a mediation, if the parties have reached a complete or partial resolution, the necessity for memorializing that agreement is widely accepted by conflict resolution professionals. The problem occurs when no attorneys are present to prepare that document but the parties want and need final closure and a protection against decision regret.

The answer to this issue is not absolutely clear to many Texas mediators and apparently to some Texas attorneys. Let us go back to the basics. In Texas, the Supreme Court has responsibility for filing lawsuits against anyone who performs a legal service for another person. Although you and I can write our own contract if we reach agreement, if I prepare a contract for you and a person you are in a dispute with, for a fee, that contract is a legal document binding two people with conflicting interests and I have just practiced law by preparing it for you. Even though I happen to have a license to practice law in Texas, when I am mediating I am not practicing law. It is therefore the unauthorized practice of law for me to prepare your contract. If I did not have a license to practice law, and I performed the same task, I would be guilty of the unauthorized practice of law. Therefore when I am the mediator, and you ask me to prepare the final documents of settlement, I either have to run the risk of being sued or find an attorney to prepare

the final documents. There just isn't any other way unless YOU are prepared to do the contract, with verbal assistance from me, in your own handwriting or on a computer.

There are situations where the parties cannot write, or cannot write in English, and there are many times at Dispute Resolution Centers around the state when mediators, both attorneys and non-attorneys, write out the agreement for the parties' signature. Although there is no case on this issue of the scope of volunteer mediators at a community center, the statute that created those centers does absolve mediators from liability unless gross negligence can be proved. The question is whether this protection applies to mediator malpractice or to all functions the mediator performs, including the preparation of the final memorandum of settlement. Without an answer in case law, or even a single anecdotal case in which this was a problem, and after many thousands of cases mediated at centers throughout Texas, my sense is that it simply isn't considered to be in the public interest to prosecute volunteer mediators.

But when the mediation is performed privately, for a fee, that sense of being protected disappears. In fact we do have an example of a lawsuit that went on for years in which a very experienced family mediator, a non attorney, was accused of the unauthorized practice of law for structuring the process with handouts, checklists, and other documents, prepared by a board certified attorney. She also prepared documents to memorialize settlement that were stamped "DRAFT" on the face

of the document and were given to clients. In some cases, attorneys in the case prepared all of the documents and represented their clients in the traditional way at the mediation. Although this case doesn't appear anywhere in books, because it was eventually settled out of court, most Texas attorneys and mediators know that it was a watershed event.

The unauthorized practice of law is whatever the Supreme Court of Texas says it is. In a recent case, *In Re Nolo Press/ Folk Law, Inc.* decided in 1999, the Supreme Court reiterated its inherent authority to regulate the practice of law in Texas, derived in part from the Texas Constitution, Article II Section I and assisted by statute, primarily the State Bar Act, Section 81.101 of the Texas Government Code. The practice of law is defined in the State Bar Act as:

"... the preparation of a pleading or other document incident to an action or special proceeding...on behalf of a client before a judge in court as well as a service rendered out of court, including the giving of advice or the rendering of any service requiring the use of legal skill or knowledge, such as preparing a will, contract or other instrument, the legal effect of which under the facts and conclusions involved must be carefully determined."

The act also provides that the definition is not exclusive, and the Court may determine whether other services or acts may constitute the practice of law. The effect of the statute

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was to prohibit Nolo Press from marketing books to the Texas public that were, in essence, will kits and divorce kits. The entity that brought the action against Nolo Press was the Unauthorized Practice of Law Committee, the entity charged by law with that duty. It is interesting to note that soon after this case was decided, the State Bar Act was amended to include a new subsection:

"(c) In this chapter, the 'practice of law' does not include the design, creation, publication, distribution, display or sale, including publication, distribution, display or sale by means of an Internet web site, of written materials books, forms computer software, or similar products if the products clearly and conspicuously state that the products are not a substitute for the advice of an attorney..."

In the law suit brought against the non attorney family mediator, one of the options to settle the dispute was for the mediator to print on her business cards that she was not licensed to practice law in Texas. That option was not acceptable. Because the case never went to trial, the question posed above is still troubling. Another aspect of this whole issue is the cost of legal representation to defend a lawsuit brought against you. The mediator in question reportedly accrued \$80,000 in legal fees before she resolved the dispute. If competent counsel had not represented her, it is doubtful that the outcome would have been a settlement. Mediator malpractice insurance does not cover the unauthorized practice of law. Legal malpractice insurance does not cover the preparation of mediation agreement when the lawyer is the mediator. The cost of representation will come from your pocket. In some cases it is the same client that wanted you to prepare the document who will later decide to attack the document in the

hope of getting a better deal or going to court. In one high profile case, mediated by an attorney-mediator, the wife sought to attack the settlement agreement on the grounds of coercion by the mediator and by the judge. The community estate was in the many millions. The wife herself, at the insistence of the mediator, handwrote the entire settlement agreement when attorneys were not present, although attorneys were deeply involved in the case. Because the contract was in her own handwriting it was virtually impossible to show she had been coerced into the agreement by the mediator. She had hired a cadre of attorneys to attack the document. If the mediator had prepared the contract it is not certain how the mediator would have defended herself.

One mediator in Texas has a model that may be unique in the state. This mediator, an attorney, mediates the case with only the parties present, prepares the settlement documents, suggests attorneys who will offer unbundled services to the clients that include review of the documents but not advocacy or representation in court. The settlement documents are not sent to the clients, but to the attorneys each client chooses, in a PDF format that does not permit modifications. Each attorney meets with his/her client, reviews the document and communicates with the client and with the mediator concerning changes needed to produce a legally sufficient document that a judge in the relevant jurisdiction would accept. The mediator then modifies the documents, gives them to the clients, who go into court and prove up their own case. This model has only been used in family cases to my knowledge. The question is, does it have value for other types of cases and is this mediator doing anything that constitutes the unauthorized practice of law in Texas?

After all this, if you are still awake and still interested, (!) what is a poor mediator to do?

Here are my suggestions based on all that was discussed above and numerous conversations on this issue with mediators in Texas and elsewhere:

1. Do not agree to prepare legal documents or legal advice. State clearly at the outset that you will not be doing either of these tasks in the preparation of the agreement.
2. Recommend strongly to all parties that they retain an attorney to prepare any legal documents or that each party retain an attorney for that purpose. Encourage the parties to speak to an attorney before and during the mediation process for legal advice.
3. If parties refuse to employ even one attorney for legal services, notify them at the beginning that they will prepare the agreements and that you will furnish them a list of attorneys who are willing to at least review the documents and advise on their completeness, accuracy, and legal sufficiency.
4. Find attorneys who are able and willing to perform unbundled services for the parties for the purpose of reference to the parties.
5. Have someone in your office observe the preparation of the settlement document by the parties, who can, if necessary, be a fact witness.
6. Be Careful!

Kay Elliott, J.D., LL.M., M.A., a Texas attorney and mediator, teaches Conflict Resolution to law and graduate students at Texas Wesleyan University School of Law and Texas Woman's University. She lived and worked in southern Africa for a decade before serving as an EEOC Administrative Hearing Officer and opening a mediation practice with offices in Dallas and Granbury. She designed the State Bar of Texas ADR Section training, *Mediation Across Cultures*, presented in Houston in July 2002.

On Injury, Mediation and Bridges to Life

By Jan Brown

One Party Must Feel Injured

Conflict. The basis of every good story is conflict. You see it everywhere: in the news; in the movies; in every television show, from the most benign comedy to the worst horror show. The words to most songs contain conflict. "Another somebody done somebody wrong song." Murder generates a lot of conflict.

As I think about the word "mediation" I ponder the elements required for the process to become necessary. One party must undoubtedly feel injured by another party in some way, real or imagined. When someone does something that results in me feeling pain, I want him or her to know about it. Sometimes I get my way, sometimes I don't. In the case of my daughter Kandy's murder in 1987, I did not get my way. The man who kidnapped and murdered her maintained his innocence until the day of his execution. Only then did he confess to someone that he had in fact killed my daughter, and ostensibly express a modicum of remorse.

My most cynical self wonders if he was truly sorry, or just sorry that he got caught, and/or that he was going to die in a few hours. He certainly did not make his confession public, as his execution was held up pending one final appeal to the Supreme Court of our great land. Nor did he express any remorse to my family in his last minutes, when given the opportunity to make a final statement before dying. This bothered my children who observed this event with their father and me.

I did not expect him to say anything to me. He had already done that in a letter to me many years before. In that letter he told me that he had not killed my daughter. He further stated that we could commu-

nicate by letter any time as long as I did not discuss "the case" with him. I never answered that letter. What else could I possibly have to discuss with him.

With His Death Went my Ability to Know Why

I am not given to name calling, nor do I like to put labels on people. However, this man was a murderer and a liar. And I wanted to know why. Why Kandy? Why did she have to die? What were her last words? Was she terrified as her hands being were tied behind her back? How did it all come about in the first place? Why did he have to kill her?

I knew what the police and the district attorney thought had happened and even their conjecture as to why. But I wanted to hear from him what the real truth was. Knowledge is power, and its opposite is obviously loss of power, or a feeling of importance. I felt totally emotionally disabled. And he had the power.

No, his death did not empower me in any way. I was not happy to see him die. The opposite is true. With him went my ability to know why. I thought that he took the key to my healing murder in my life with him. Fortunately I was wrong.

I also wanted him (or somebody) to know how much his actions had hurt me. I wanted him (or somebody) to know how debilitating that hurt had been. I wanted him (or somebody) to say "I'm sorry" and mean it. I wanted him (or somebody) to care that I had almost killed myself to stop the agony that was slowly killing me anyway.

I wanted him to know what he had done, and the affect it had on my family and me. I wanted him to take

responsibility for his actions. I wanted him to tell the truth. I wanted to heal murder in my life. I wanted the pain to stop. I wanted my life back. I wanted my power back.

You see, life changes forever for the surviving family members of murder victims. I had to tell somebody. I wanted to tell him. I wanted him to feel the agony. I wanted him to be in as much pain about her death as I was. I wanted him to truly regret what he did, to the very depths of his soul. I did not get my way. However, I did get my healing.

A Surrogate Murderer

Mediation! The bringing together of opposing parties of a conflict to resolve the issues caused by the conflict. How would this be possible now that my daughter's murderer was dead? I could talk to a surrogate murderer! And that is exactly what I did.

The Texas Department of Criminal Justice Victim Services Division has a program called Victim / Offender Mediated Dialog which brings victim and offender together to say what they need to say to each other. However, both parties have to be alive for this to happen.

Lisa Looger, my self-appointed mediator from TDCJ Victim Services, decided to find a surrogate murderer with whom I could mediate. She found the perfect candidate, and in June of 2001 we came together across a very uncomfortable picnic type table in Huntsville. I had the opportunity to say to him everything I wanted to say to the man who killed my daughter. I talked. I cried. I talked some more. I cried some more.

I listened as he talked. And I cried

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On Injury, Mediation and Bridges to Life *continued from page 12*

even more. I wanted to know why.

He told me why he did it, and that was good enough for me. I wanted to know how, and he told me how he did it, and that was good enough for me. I wanted to know what he felt as he pulled the trigger releasing the bullet that murdered his victim, and he told me. I wanted to know what her last words were. And he told me. I wanted to know if she was afraid, and he told me.

I wanted him to be sorry, and he was, to the very depths of his soul. I wanted to see him in pain, and I did. I wanted to see him as a human being, and I did. I wanted him to never murder anyone again. At the end of the day, he never wanted to murder anyone ever again. Then we had to hammer out what he would do as a token of restitution for what he had done. And we negotiated what that would be.

At the beginning of the day, we had agreed to "pretend" that I was the mother of his victim and he was Kandy's murderer. He was "sitting in" for my "offender" or Kandy's murderer, and I was "sitting in" for the mother of his victim. And it worked. Maybe it worked better than if the man who actually murdered my daughter had been in the room. Maybe not.

Bridges to Life

I had done a lot of preparation to get to the point of mediation. So had he. I had participated in Victim Offender Encounter projects in prisons with a group called Bridges to Life. These twelve-week projects take victims of crime into prison with a very structured agenda that allows victims and offenders to share their stories and discuss topics such as crime, taking responsibility, accountability, confession, repentance, forgiveness, reconciliation and restitution.

I am convinced that the success of my experience would not have reached the level it did without a few Bridges to Life projects behind me. By that time, I had already met a few murderers, and had been able to achieve a huge amount of healing that, I think, can only take place in prison.

So, at the end of the day, my heart and mind, though exhausted beyond belief, had healed in a way I never dreamed possible. I had my soul, my dignity, my life back intact. I had a new perspective on life, his, mine and maybe even that of the man who killed my Kandy. At the end of the day, I had healed murder in my life. He also had a new perspective and experienced a lot of healing.

I continue to participate in Bridges to Life, and by the end of the year will have completed twelve projects. This fall, I will be joining a psycho-

therapist at the Henley Unit, a women's prison and chemical dependency treatment facility in Dayton as we conduct co-dependency classes, with a theme toward trauma resolution, once a month. I will also train to become a volunteer Victim / Offender Mediated Dialog mediator and will be able to give back a measure of what I received. Isn't that really what its all about?

Since inception in 1999, 651 inmates have completed the Bridges To Life victim impact process. Of these, 396 inmates have been released from prison. To date, 39 (10%) have returned to prison as recidivists. Released inmates are tracked for three years for recidivism statistics. A recent study by The Department of Justice estimated that 67% of inmates released in 1994 in the United States were rearrested within 3 years. Although the study is still in progress, the indication is extremely favorable.

Jan Brown is involved in healing murder and other damage to people's lives. Although not in practice, she is a trained Trauma Resolution Therapist. This aids in her understanding of people and what injuries cause their lives. She has taken the TDCJ Mediation Training and will soon be mediating victim offender cases.

Editor's Note: For more information about Bridges to Life, contact John Sage at JSAGE1@aol.com.

Homecoming 2003...It's A Date!

All Texans have two hometowns—their own and San Antonio. San Antonio will host next year's T.A.M. Conference set for Feb. 28-March 1, 2003. Mark your calendars now to spend a few days in San Antonio, the hometown of every Texan, for our annual Conference. The Conference will take place at the historic Menger Hotel, located just steps away from the Alamo, the Riverwalk (and all those restaurants!), Rivercenter Mall, the IMAX Theater and many other San Antonio activities for you and your family or friends. The Conference will have a full slate of exciting speakers and programs, and will give you lots of continuing mediation and legal education hours. So come early, stay late, and enjoy a long weekend in everyone's hometown—**your hometown—San Antonio!**
It's a date!

When 50% Does Not Equal One Half

By Craig Mason

Consider the case of a couple, in the process of getting a divorce, who agree in mediation to divide their community property 50/50. The community property includes the husband's total accrued benefit in his employer's defined benefit pension plan because they have been married during the entire time he has been a participant in the plan. His total accrued pension benefit is \$1,000 payable monthly for life beginning when he attains age 62. Under the mediated property division agreement, both he and his ex-wife (who happens to be 5 years younger than he) expect to begin receiving a lifetime monthly income from the plan of \$500 (50% of \$1,000) when the husband is age 62. However, when the Qualified Domestic Relations Order (QDRO) is prepared and sent to the pension plan's administrator, the plan administrator informs the husband that his monthly benefit has to be reduced from \$500 to \$427. As his expectations were not met, is he likely to become upset and look for someone to blame? I know this can happen because in my career as a consulting actuary, I have been involved as an expert witness in a lawsuit in a similar case.

What, if anything, can we, as mediators, do to ensure that settlement agreement objectives are actually realized in QDRO's? I think we can do something; but only if we understand how QDRO's work regarding the division of pension benefits. As a consulting actuary assisting clients, who were employers sponsoring pension plans, in interpreting and administering QDRO's, I became acutely aware that QDRO's can often be vague, contrary to the divorcing parties intent, and even contradictory

within themselves. It's no wonder that, as in the example cited above, the divorcing parties expectations are not always met. In view of this, I believe a mediator who has a basic understanding of how QDRO's work will be in a better position to help parties, and their attorneys in a divorce case, ensure that their settlement agreement objectives are actually met with regard to the division of pension benefits. A knowledge of QDRO's enhances the mediator's ability to raise questions when reality testing proposed settlement agreements that involve the division of pension benefits, which can significantly increase the probability that the parties objectives are articulated sufficiently in the final settlement agreement. When the QDRO is ultimately drafted, it should clearly reflect those objectives.

So what happened to the husband's benefit in our example? Why was it reduced from an expected \$500 per month to \$427 per month? To answer this question, it is important to know that there are two methods of dividing pension benefits in a QDRO: the "shared payment" method and the "shared interest" method. In the example, the QDRO was prepared using the "shared interest" method. The "shared interest" method is not only the more commonly used method, but it is also the method that most often results in confusion and misunderstanding. Using the "shared interest" method, a value of the participant's pension benefit is determined actuarially as the present value of future expected benefits payable to the participant from the plan. This actuarially determined value is based on the mortality rates (life expectancies) and interest rates specified in the plan. It is

this value, which represents the participant's "interest" in the plan, that is the community property asset to be divided between the participant and his/her divorced spouse. Whatever division is agreed upon, there is an overriding ERISA provision that prevents the sum of the two separate values from exceeding the participant's value in the plan prior to the division. This ERISA provision is designed to protect the plan (and it's sponsor) from incurring an additional liability for future benefits as a result of a QDRO.

The QDRO in question was prepared using the "shared interest" method in such a way that the plan administrator interpreted it to have awarded the divorced spouse 50% of the husband's monthly benefit, or \$500 per month for her life beginning when he attains age 62 (she is age 57). Unfortunately for the husband, to comply with the ERISA provision described above, his monthly benefit had to be reduced to prevent the pre-divorce plan liability from increasing. Because the divorced spouse is 5 years younger than the husband, and has a longer life expectancy, the benefit awarded to her of \$500 per month has a greater value than the value of \$500 per month to her husband. Consequently, his benefit had to be reduced to \$427 so that the sum of the value of his post divorce benefit plus the value of \$500 per month to his divorced spouse is equal to his pre-divorce plan value of \$1,000 per month. The value of the benefit awarded to the divorced spouse is also greater than the agreed upon objective of a 50% division of the community property asset in the pension plan.

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When 50% Does Not Equal One-Half *continued from page 14*

As an alternative, the QDRO could have been worded and interpreted differently so that it actually awarded each party a benefit representing 50% of the pre-divorce community property asset in the plan. In this case, the participant's monthly benefit would, in fact, be \$500 per month (50% of his pre-divorce benefit). However, 50% of the pre-divorce benefit value converts to a monthly benefit of just \$434 for the divorced spouse. Again, because of her longer life expectancy, the value of \$434 per month for life to her at age 57 is equal to the value of \$500 per month for life to him at age 62. Although this approach represents a true 50% division of the community property asset in the pension plan, it may not be what she thought she had agreed to in the mediation. She is now the irate one looking for someone to blame.

The other method of dividing pension benefits in a QDRO, the "shared payment" method, is not used as often as the "shared interest" method. The "shared interest" method is generally in the best interest of the divorced spouse because he or she has options, independent of his or her ex spouse, relative to when and how he or she will begin receiving payments from the plan. Using the "shared payment" method, the divorced spouse is awarded a portion of the participant's benefit payment payable when, and only

when, the participant receives a payment from the plan. For example, when the participant retires and begins to receive payments from the plan, the divorced spouse will receive his or her portion of the payment that was awarded in the QDRO at the same time each payment is made to the participant. If the participant dies before the divorced spouse and payments cease to him/her, the divorced spouse's payments will also cease. The "shared payment" method is most often used when the divorce occurs after the plan participant has retired and is already in the process of receiving benefits from the plan.

In summary, when reality testing proposed settlement agreements involving the division of pension benefits, mediators can help parties and their attorneys in mediation understand that a specified percentage division of a community property asset in a pension plan does not necessarily result in the same percentage division of the monthly benefits payable to the plan participant. This concept applies to traditional pension plans where the basic benefit is a monthly income based on a formula involving a participant's length of service and compensation. In a traditional pension plan there is no reference to an "account value". Rather, a value must be determined actuarially for the purpose of dividing the community property asset represented by the benefits payable from the plan to the participant. This concept does not apply to account

based plans, such as 401(k) plans and profit sharing plans. Account based plans do not require an actuarial determination of value because the benefit and the value of the benefit is simply the participant's accumulated account balance in the plan. The accumulated account balance is expressed and paid as a single lump sum which can be divided directly in accordance with an agreed upon proportion.

To have an effective, productive mediation, when a traditional pension plan is involved, it is essential to have an actuarial determination of plan values completed and brought to the mediation. This is of course no different than the need to have other community property assets, such as real estate, valued or appraised prior to a mediation.

Craig Mason has been a management consultant for over 30 years, with actuarial expertise advising employers on the design, implementation, administration, and funding of their retirement programs. The scope of his consulting expertise includes all types of deferred compensation plans with clients ranging from small, closely held organizations to large multi-national companies. Craig is also a mediator and a member of the Board of Directors of the DRC of Harris County. In 1963 he received his B.A. in Mathematics from Texas Christian University. He is an enrolled actuary living in The Woodlands.

BOOK REVIEW *continue from page 7*

Mendías Abella, *Solución de Conflictos* (cont'd)

Much of this section is geared towards members of an organization's ADR Team (Equipo de Resolución Apropiada de Disputas or RAD). It offers a step by step guide on setting, developing and running a good working ADR work group for the organiza-

tion. An ADR team can offer a myriad of services including providing preventive measures such as contract clauses addressing ADR, choosing the most appropriate avenue of resolution, and third party intervention such as mediation, facilitation and arbitration.

Readers who would benefit from this book are those involved in conflict resolution in business organizations and the workplace and mediators who want to improve their Spanish conflict

resolution vocabulary.

P u b l i s h e r C o n t a c t :
www.carpetas.com.ar

Note: Unless otherwise specified, book reviews in this issue have been written by the editor of The Texas Mediator.



CALENDAR OF EVENTS

Austin/San Antonio/Central Texas

ACR- Dallas Chapter – for upcoming meetings, **Contact:** www.dallasACR.org

40-Hour Basic Mediation - January 6-10, 2003 - Trainers: Kim Kovach, Eric Galton; MCLE hours submitted to State Bar. **Contact:** Center for Public Policy Dispute Resolution, The University of Texas School of Law (512) 471-3507

40-Hour Mediation Training- January 22-24, 28, 29, 2003- Trainers: Mary Thompson & Judy Corder. **Contact:** Austin DRC (512) 371-0033 or www.austindrc.org

40-hour Mediation Training, April 2-4, 8, 9, 2003- Trainers: Mary Thompson & Judy Corder. **Contact:** Austin DRC (512) 371-0033 or www.austindrc.org

Mediation Ethics- Ethical Issues in Caucus Model Mediation (3-Hours) January 14, 2003 - Trainers: Mary Thompson & Judy Corder Dispute Resolution Center, Austin, Texas, (512) 371-0033, www.austindrc.org

TAM Annual Conference –Menger Hotel, San Antonio, February 28- March 1, 2003. **Contact:** Norma Guerra- 210-696-8120 - nsguerra@msn.com or Doug Walsdorf - 8411 Wickersham #200, San Antonio, Texas 78250 210- 253-6338 - mail@walsdorf.com

ABA Section of Dispute Resolution Fifth Annual Spring Conference - San Antonio- March 20-22, 2003. **Contact:** American Bar Association Section of Dispute Resolution, 740 15th St., NW, Washington, DC.(202)662-1687 or dispute@abanet.org, or check www.abanet.org/

Mediation Ethics -Mediation Grievance Procedures: The Texas Experience - May 6, 2003 –Trainers: Mary Thompson & Judy Corder. **Contact:** Austin DRC (512) 371-0033 or www.austindrc.org

Dallas/ Ft Worth/ North Texas

Lamar County Society of Mediators - meets at 5:30 p.m. on the third Tuesday of odd-numbered months in the PJC Alford Center. To confirm meeting time and place, **contact:** Linda Wolfe at (903) 785-5455.

40 Hr. Introduction to Mediation - January 18, 24, 25, 31, February 1, 2003. El Centro College, Arts and Sciences Division. **Contact:** Glenn Currier, Director Phone: 214/860-2392, Email: currier@dcccd.edu ; Website: mediationadr.net

Family and Divorce Mediation - April 5, 11,12, 18, 19, 2003. El Centro College Arts and Sciences Division. **Contact:** Glenn Currier, Director Phone: 214/860-2392, website: mediationadr.net

Communication and Negotiation Skills for Conflict Resolution - February 8, 14, 15, 21, 22, 2003. El Centro College, Arts and Sciences Division. **Contact:** Glenn Currier, Director Phone: 214/860-2392, Website: mediationadr.net

Employment Law for Mediators, Spring Semester dates to be determined El Centro College, Arts and Sciences Division. **Contact:** Glenn Currier, Director Phone: 214/860-2392, Website: mediationadr.net

Family Law for Mediators Spring Semester dates to be determined. El Centro College, Arts and Sciences Division. **Contact:** Glenn Currier, Director Phone: 214/860-2392, Website: mediationadr.net

Transformative Mediation Training- Dallas- May 9, 10, 16, & 17, 2003 - a 24-Hour course that explores the potential of mediation to transform systems and relationships as described by Robert Bush and Joseph Folger in The Promise of Mediation. The skills developed during this course will benefit those wishing to take mediation and conflict resolution services to a level beyond settlement. **Contact:** DMS (214-754-0022) or Eastfield College Continuing Education (972-860-7113)

Houston/Upper Gulf Coast

ACR- Houston Chapter – Meets quarterly. **Contact:** Meg Walker megwalker@igc.org or Clara Gomez cigo@flash.net

CALENDAR OF EVENTS

Houston Bar Association ADR section- meets the second Tuesday of the month for breakfast and one hour of continuing education. **Contact:** Judy Dougherty (713) 521-6789 or judykdougherty@aol.com.

Strategic Marketing for Mediators - How to create a lucrative practice- Saturday, January 25th, 2003- Presented by Natalie Armstrong & ACR-Houston Area Chapter. Prices for TAM members will be \$175 for early registration (before January 8, 2003) or \$225.00. Registration fee includes a continental breakfast, lunch, and all materials. **Contact:** Natalie J. Armstrong at (323) 931-3423 or Meg Walker at (713) 520-8806 or megwalker@mediate.com. or register online at www.marketingadr.com. To reserve a room call the Ramada hotel directly at (713) 942-2111.

40 Hour Basic Mediation Training—February 10-14, 2003—University of Houston Law Center A.A. White Dispute Resolution Center—contact Robyn Pietsch, 713.743.2066 or www.law.uh.edu/blakely/aawhite

24-Hour Family Mediation Training—March 5-7, 2003—University of Houston Law Center A.A. White Dispute Resolution Center—contact Robyn Pietsch, 713.743.2066 or www.law.uh.edu/blakely/aawhite

Out of State

Power of Dialogue (POD) Workshops- Pasadena, CA - November 14-16, 2002; London, England - February 13-15, 2003; Boston, MA - March 6-8, 2003; Seattle, WA - June 19-21, 2003. **Contact:** Kim Verner, The Public Conversations Project (PCP), 888-727-8326, kverner@publicconversations.org, or visit, <http://www.publicconversations.org/pcp/index.asp?catid=51>.

Mediators' Tours to Cuba - February 15 - 22, 2003 - Tour package includes round-trip airfare from JFK; accommodations at five-star Hotel Nacional; all tours and excursions; interpreters and guides; airport transfers, US departure tax, health insurance, and Cuban visa. **Contact:** Vicki Lewin Ryder (585) 244-6759 vickiryder@juno.com.

Editor's Note: The above information is given here to provide our members with information on opportunities for professional advancement. Other than TAM's conference, TAM does not endorse nor has been remunerated by any of the above providers.

New Members



Join TAM

Encourage Your Friends & Colleagues To Join

Contact Jill McKibben at Jillsusan@yahoo.com or (972) 406-4137

¿Qué es la Mediación?

Spanish/Bilingual Mediation Issues Committee Service to the Spanish-Speaking Community

By Meg Walker

TAM is moving forward on the recommendations from The Spanish/Bilingual Mediation Issues Committee lead by Clara Gómez, TAM Board Member. Clara, Josefina M. Rendón and Walter A. Wright conducted an extensive survey to assess the level of bilingual/Spanish mediation services available to the community through the network of publicly funded dispute resolution centers in Texas (Texas DRC's). The findings of the survey and their analysis, reported in the last issue of The Texas Mediator, identified a critical need for Spanish-language brochures. See: C.I. Gómez, J.M. Rendón and W. A. Wright, *Spanish-Speaking Participants in Mediation: Past, Present and Future at Texas DRC's* TEXAS MEDIATOR, FALL 2002, AT 16.

In response to the report and in support of TAM's commitment to promoting the use of mediation to the community, the Board has approved funding to produce a bilingual (Spanish-English) mediation information brochure. The brochure, scheduled to be ready for the TAM 2003 Annual Conference in San Antonio, will provide information about mediation to the community in both Spanish and English. The information will include a general description and objectives of the mediation process, the role of the mediator, the benefits of mediation and cases that are appropriate for mediation. The committee stressed the importance of drafting the information in Spanish rather than a literal translation from an English version. The final product will be a colorful brochure devel-

oped and underwritten by TAM and that will go beyond TAM's primary objective to reach out to the Hispanic/Latino community. TAM plans to supply these brochures to Texas DRC's as well as to other community organizations especially those that serve the Spanish speaking community. The committee is also exploring the feasibility of making the brochure available for use by individual TAM members.

Meg Walker has been a mediator and lawyer in private practice in Houston since 1994. In 2000, she joined Texas Accountants & Lawyers for the Arts (TALA) as the Director of Mediation Services. She is responsible for TALA's mediation and conflict management services and training for Texas artists and arts organizations. In March 2001, Meg presented a conflict resolution skills workshop with California Lawyers for the Arts at the NCFB 26th Annual Community Radio Conference in San Francisco.



TAM'S Continuing Education Requirements

Did you know that in order to maintain your membership status with TAM, you need to complete a minimum of twelve (12) hours of mediation training or mediation related continuing education each year? (Section 4.8.3 of TAM's By-

laws). The Board allows a maximum of three (3) hours of self-study to apply to this requirement. Self-study shall be documented and submitted with the Annual Membership Renewal Form.

For more information concerning

Membership Maintenance, please refer to sections 4.7 & 4.8 of TAM's Bylaws on our website or contact Jill McKibben, our membership director at jill-susan@yahoo.com.

A New Benefit of your TAM Membership

By Jill S. McKibben

If you are a member of TAM, you now have access to a **new feature on our website**, the **TAM Forum**. It is a newsgroup where members can exchange information, mediation tips and techniques, or find helpful solutions for a specific ADR problem.

Since our members represent a wide range of backgrounds and professions, their experience and advice may prove helpful to you in your mediation practice. (Please remember that this is a Members forum, so TAM does not endorse everything that is said in this open forum.)

You are **invited to contribute your own unique comments** and answer **other mediators' questions**

or concerns. In this way, we can all **share our knowledge** and experience and can **learn from each other**.

If you have not already done so, **please contact** our Membership Director & Webmaster, **Jill McKibben**, at jillmckibben@earthlink.net to **obtain your username and password** for the Members Only section of the TAM website so that you can access the Forum, current and archived TAM newsletters, the TAM Form Book/Case Book, liability insurance information, past president's messages, and a schedule of events.

The TAM Forum -- just another benefit of TAM membership!

Jill McKibben is TAM's Membership Director and Webmaster. She was trained as a mediator (Basic & Family) in 1997 by the Dispute Mediation Service in Dallas. She also received training in transformative mediation by the US Postal Service's Redress program and is serving as Secretary on the board and Webmaster for the Dallas -Ft Worth chapter of the Association for Conflict Resolution (ACR). Jill also writes "Site Sense" - a column that provides advice to Texas Mediators on the use of the internet and design of websites in promoting their practice. Jill is employed full-time by ClubCorp in Dallas as a User Education Specialist in their IT department, developing online courses and technical documentation.

Standards of Practice Revision

By Linda W. Gibson

If you attended last year's annual conference, you will undoubtedly remember the very enjoyable presentation by Ross Stoddard entitled "Ethics: Who Wants to Be a Mediatore (Mediator)?" In this spoof of the popular television show, Mr. Stoddard put prominent mediators from across the state in the hot seat under glaring lights and asked them ethics questions based upon TAM's Standards of Practice.

I left that meeting with two main ideas. The first was that Ross Stoddard had just accomplished the impossible. He had managed to teach ethics to a room full of people after lunch and had kept everyone not only awake, but interested. My second thought was that someone really needed to look at the inconsistencies and questionable terminology

in our Standards of Practice (SOP).

At the next TAM Board of Directors meeting, I found I wasn't the only person who had had those thoughts. The Board agreed that a committee should be formed to look at our SOP and to suggest revisions. The committee consisted of a number of former Presidents of TAM: Laury Adams (1991-92), Virginia Bowers (1999-2000), John Guerra (1993-94), Carol Hoffman (1996-97), Bruce Stratton (2001-2), and Wendy Trachte-Huber (1997-98). Our current president, John Palmer, and our president-elect, Judy Corder, served as ex-officio members. I chaired the committee.

We edited the SOP by email for weeks, culminating in a face to face

meeting in Houston in early October. The resulting proposed draft of the Standards of Practice was presented to the Board for comments following the meeting and is available for your comments on the Members-Only section of the TAM website <<www.txmediator.org>.

Please join us in this effort to improve our SOP. The committee and the Board welcome your comments. Our goal is to present the new, improved version of the SOP to the general membership at the TAM Conference in San Antonio on February 28 - March 1, 2003.



Professional Opportunities

The following information is given here for the purpose of providing our members with possible opportunities for professional advancement. Other than TAM's newsletter, The Texas Mediator does not endorse nor has been remunerated by any of the listed providers.

Strategic Marketing for Mediators

Presented by Natalie Armstrong in Association with ACR-Houston Area Chapter Saturday, January 25th, 2003, Ramada Plaza Hotel, 2828 Southwest Freeway at Kirby Drive, Houston, Texas 77098. Prices for TAM members will be \$175 for early registration (before January 8, 2003) or \$225.00. Registration fee includes a continental breakfast, lunch, and all materials. Ms. Armstrong will show you how to create a lucrative practice based on nearly a decade of hands-on experience with providers worldwide. She has developed numerous practice development techniques that have been specifically designed for conflict resolution professionals and proven successful by hundreds of satisfied clients. Whether you have a mediation practice established or are just considering mediation as a new career, this program will provide you the necessary tools to build a thriving practice. Special room rates at the Ramada Hotel are \$59.00 plus tax for up to four people per room.

Contact: Natalie J. Armstrong at (323) 931-3423 or Meg Walker at (713) 520-8806 or meg-walker@mediate.com. or register online at www.marketingadr.com. To reserve a room call the hotel directly at (713) 942-2111.

Federal Workplace Mediators Needed

Mediators needed to work as sub-contractors for the Peninsula Mediation Corporation in PMC's role as a contractor for the Department of the Navy, Social Security Administration, and other federal agencies for whom PMC is a contractor for mediation and training services. Acceptance as an independent contractor is not guaranteed solely by meeting the qualifications delineated in this application.

Minimum Prerequisites

The following are requirements for our contract with Department of the Navy and cannot be waived by PMC. Other contracts have less stringent requirements, but if you have no federal workplace mediation experience, your application cannot be accepted.

- Current mediation certification from an approved state or equivalent program which requires basic and advanced facilitative mediation skills training.
- Must have completed at least 10 facilitative federal workplace mediation cases within the 12-month period immediately preceding the date of this application.
- A Bachelor's degree is required for all mediators. An Advanced degree in conflict management, organizational management, business administration, communication, social work, education, psychology, law, or a field related to the previous disciplines is strongly preferred.

Contact: Peninsula Mediation Corporation. Tel: 757-722-1228; Fax: 757-728-1312; E-mail: admin.office@Peninsula-Mediation-corporation.org

Free Internet Listing

ADR Services International, Inc., an ADR provider out of Houston, provides the opportunity for mediators be listed in their website at no cost. You can host your information on their web site www.adrserivesintl.com under list credentials.

Contact: Dr. Jerry R. Hall, ADR Services International, Inc., 6430 Richmond Avenue, Suite 415, Houston, TX 77057 or at 800-546-2377 or at <http://www.adrserivesintl.com>

Call for Mediators

Conflict Resolution Academy, LLC, (CRA) an ADR service and Continuing Education provider from Georgia, is looking for qualified mediators to add to its rosters for mediation across the United States. Please list areas of expertise and submit background (training), number of mediations (or co-mediations) in each area listed. CRA has an interest in all types of mediation skills, but particularly in the areas of workplace dispute, special education, juvenile issues and critical incident resolution.

Contact: Conflict Resolution Academy, LLC, P. O. Box 724506, Atlanta, GA 31139, 770-435-5009 (phone), 770-438-7772 (fax) or www.conflictresolutionacademy.com

The Texas Mediator

Deadline: November 8, 2002

We welcome articles and queries in the area of mediation and conflict resolution. We accept academic as well as practical, how-to pieces. The decision to publish an article is based on quality, conciseness, relevance, current interest, and/or author's standing in the conflict resolution community.

continued on page 21

Lions and Tigers and Oh that Bear!

By Natalie J. Armstrong

Unless you were one of the smart folks who placed an order for a short sell on Wall Street, you might be noticing that your wallet is a few dollars lighter. Even if you don't "play" the market, the backlash of its drop has had a profound effect on many industries and individuals. Most Americans are feeling an economic pinch that has our "penny saver" gene going into overdrive.

Some of us have chosen to leave our investments where they are and ride out the storm. Others of us have taken our medicine and moved whatever assets we have left into a small, usually very flat envelope under the mattress. Still others of us choose to continue investing. "In what?" you ask? In ourselves.

One of quickest ways to euthanize a business is to do business in a survival mode. During a rough economic time, small businesses fair better, for longer, if they use a thrive mode. Don't pull your money out of your business or its promotion too quickly. Stop, analyze, and carefully determine where to cut spending and where to increase spending. Yes, increase.

Now is the time to concentrate on building business. Look at the last couple of years and evaluate from where you received the majority of your business. If it's from a referral source - Increase the attention you pay to that source. From a listing in the phone book, on the Internet, or with a panel? Increase the size of your ad, pay for a more prominent spot, or ask your provider what more you can do for the panel? If, like most resolutionists, the bulk of your cases come from networking, increase the number of appropriate functions, committees, and fundraisers you network through.

If it means cutting some other expenses - like subscriptions, a pricey caffeine indulgence on the way to the office, a new computer system, retail toner cartridges, etc - make the sacrifice and reinvest those funds in practice development. The point is that during these tight times we mustn't panic. Stop and take stock for moment then carefully move ahead. A wise investment in your practice can magically turn a roaring bear into a raging bull.

Natalie J. Armstrong is the author of "The Essential Guide to Marketing Your ADR Practice" and provides a weekly marketing eZine "Marketing Monday" for ADR providers. She has been involved in the Alternative Dispute Resolution (ADR) industry as both a practitioner and a marketer for nearly a decade. Ms. Armstrong is the President and founder of Golden Media, a marketing company dedicated to promoting and marketing the conflict resolution industry. She has designed and developed hundreds of campaigns for private practices, educational institutions, authors, organizations and associations around the world. She has received nearly 150 hours in training in numerous national and international conflict resolution and communication courses.

Editor's Note:

On January 25, 2003, Natalie Armstrong - a frequent contributor to our newsletter - will present "Strategic Marketing for Mediators" in association with The ACR - Houston Area Chapter. TAM members receive \$20.00 off the registration fee. For more information see our calendar of events (p.16) and professional opportunities (p. 20).

Professional Opportunities continued from page 20

Release of issues is planned for the last week of March, June, September and December of each year. Submission deadlines are the second Friday of the month prior to the above publication dates.

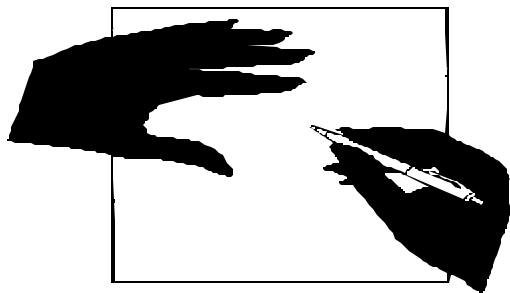
Articles submitted should conform to the following guidelines:

- Articles should be no longer than 2,100 words including footnotes and biographical information. Longer articles may be considered for serialization.

- Citations should appear as endnotes.
- Book Reviews should be no longer than 500 words.
- Announcements for the Moves & News should be no longer than 200 words.
- Authors must provide their biographical information (1 to 4 sentences).
- We reserve the right to edit articles and submissions.
- We reserve the right to republish accepted articles but do not retain sole rights.

Contact information: Josefina M. Rendón, Editor, THE TEXAS MEDIATOR, 909 Kipling, Houston, Texas 77006. Tel: (713) 644-0787 Fax: (713) 521-9828 or at josrendon@aol.com.

Editor's Note: The above information is given here for the purpose of providing our members with possible opportunities for professional advancement. **Except for our own newsletter**, The Texas Mediator does not endorse nor has been remunerated by any of the above providers.



Letters to the Editor & Webmaster

Dear Mrs. Rendon:

I enjoyed meeting you on the plane to Harlingen the other day. Thank you for the mediation materials. I am circulating them among the judges up here so that they will be aware of the Texas Association of Mediators and the resources which are available to assist the courts these days.

Once again, thank you for providing us this very useful information.

Sincerely,

Tom Bacus
Judge, County Court at Law No. 2
Wichita County, Texas

Dear Ms. McKibben:

I am an ex-pat Texan now living and working in Canada in the area of mediation. I am interested in how this field is spreading in Texas and was pleased to review the information on your web site.

One thing I have not seen mentioned on that site and am wonder-

ing whether you or someone could tell me what is happening with the Collaborative Family Law movement in Texas?

(This is the program designed in Minnesota (I believe) that is sweeping many jurisdictions. Family lawyers agree to participate in the collaborative practice of law and take specific interest-based negotiations training. If the collaborative lawyers are not able to reach a negotiated settlement, they agree to pass the client along to another lawyer for litigation.)

Just wondering whether this approach is being practiced in Texas. In my jurisdiction, it has spread to the civil lawyers as well.

Thank you.

Teresa B. Salamone
Saskatoon, Saskatchewan Canada

Editor's response:

Hi Teresa.

Jill asked me to respond to your recent email. If you go to the State Bar of Texas -ADR section's web-

page you will find an article that I co-wrote with my colleague Judy Dougherty about collaborative law in Texas. <http://www.texasadr.org/articles.cfm>

You mention that you all have collaborative law for civil cases. They tried to do that in Texas and make collaborative law part of the Civil Practice and Remedies Code but there was some resistance by civil trial lawyers so it became part of the Family Code instead. I'm attaching a copy of the bill.

You also may want to join the Texas Association of Mediators as a friend. You will get a copy of the newsletter (which is pretty informative) and other benefits. Some of the articles that you see in the toolbox section of the TAM website are articles from our newsletter. <http://www.txmediator.org/>

Please feel free to contact me again if you have any more questions.

Josefina M. Rendón
Editor, The Texas Mediator

Connect to TAM Website's Members-only Section

Your webmaster Jill McKibben has made arrangements to have a Members only section on our website. The new section will include newsletter articles and the case book/form book as well as other features, exclusively for members.

To access this part of the TAM website, you need to email a request for a login name and password to jillsusan@yahoo.com. In your request, identify a login name and password that you would like to use.

Information will be added to our login database and you will receive a confirmation email when you can access the Members Only section.

TAM's website: www.txmediator.org

TAM Committees: An Invitation to Participate

By John Palmer

Many members of TAM have decided to become more involved by joining one or more of our organization's committees. It is not too late. I encourage you to join. Below are the Committees and the Committee Chairs (phone numbers and email addresses of current board members are located on the front of this edition).

Legislation (Judy Corder & Jim Gudenrath) - defining an action plan in reacting to legislation, including the Uniform Mediation Act and acting pro-actively on legislation.

Bilingual Mediation Issues (Clara Gomez) - addressing the use of mediation for the increasing His-

panic population.

Continuing Education - planning and developing continuing education

- 2003 Conference- San Antonio (Norma Guerra & Doug Walsdorf)
- "Taking it to the Streets" (Suzanne Duvall & George McKearin)
- 2004 Conference- Houston (Clara Gomez & Meg Walker).

911 Task Force (Meg Walker) - facilitate understanding of cultures and assist those who are eligible with mediation services at no costs.

Newsletter/Editorial Board (Josefina Rendón) - addressing the needs of the Newsletter and deter-

mining editorial policy.

Liaison (C. Bruce Stratton) - improving relations with ADR groups and task forces.

Membership (Jill McKibben) - addressing membership issues and policies.

Website (Jill McKibben) - improving the website and developing policy issues.

Strategic Planning (John Guerra) developing a long term planning of implementation of TAM's goals.
johnguerra@juno.com
 940-300-4836

TAM Welcomes New Members

New Candidate Members

Guy N. Martin, Austin
 Bruce W. Wettman, Houston
 James H., Watts, Sour Lake
 Barbara S. Manouso, Houston
 Hesha Abrams, Dallas
 Lawrence W. Love, Dallas

New Full Members

Jim Mann, Beaumont
 Cindy Taylor, Bryan
 William R. Trail, Waco
 Teresa J. Del Valle, Houston
 Hilton K. Morre, Austin
 Frank G. McElligott, Plano
 Carol R. Cates, Austin
 Odis (Lad) Mingus, Boerne
 H. Daniel Spain, Houston

New Friends

Robert M. Scott, Austin



HAPPY HOLIDAYS!!



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THE TEXAS MEDIATOR

Texas Association of Mediators
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Because One Viewpoint Is Not Enough*

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