DOES LEVEL OF INTIMATE PARTNER VIOLENCE AND ABUSE PREDICT THE CONTENT OF FAMILY MEDIATION AGREEMENTS?

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This study investigated whether reported levels of intimate partner violence (IPV) and/or abuse (IPV/A) victimization are related to reaching agreement and to the content of mediation agreements of parties seeking to resolve family- and child-related issues. Whether or not parties reached agreement was analyzed for 105 cases at a law school mediation clinic. Agreement content was coded for the 71 cases that reached agreement. Levels of IPV and IPV/A were determined separately for males and females, using a standardized measure. Regression models were utilized to examine reports of IPV or IPV/A as predictors. Results indicated that mediation may help families with a reported history of IPV and IPV/A address a variety of concerns; levels of partner violence/abuse predicted numerous issues in mediation agreements, including arrangements regarding legal custody, parenting time, holidays, child exchanges, interparental communication, safety restrictions, counseling referrals, child support, financial arrangements, and other miscellaneous topics (e.g., relocation). However, some findings were consistent with concerns raised about the use of mediation with parties reporting IPV and IPV/A; for example, increasing levels of male-perpetrated IPV/A predicted increased likelihood of making an agreement to share legal custody. Further research is needed to resolve the longstanding debate of whether divorce mediation is an effective and safe process for parties demonstrating IPV/A.

Key Points for the Family Court Community:

- This study adds to the debate of whether divorce mediation is an effective and safe process for parties demonstrating IPV/A.
- It examines whether reported levels of IPV and IPV/A victimization are related to reaching agreement and to the content of mediation agreements of parties seeking to resolve family- and child-related issues.
- Results provide some evidence that mediation may help families with a reported history of IPV and IPV/A address a variety of concerns.
- However, some findings are consistent with concerns raised about the use of mediation with parties reporting IPV and IPV/A.
- Findings have implications for the practice of family mediation with parties reporting a history of IPV or IPV/A.

Keywords: *Divorce Mediation*; *Divorce*; *Domestic Violence*; *Family Mediation*; *Intimate Partner Violence*; *MASIC*; *Mediation Agreement*; *and RBRS.*

INTRODUCTION

Increased rates of relationship instability (Goodwin, Mosher, & Chandra, 2010) have resulted in a demand for relationship dissolution services, and one alternative dispute resolution method, family mediation, has become widespread (Milne, Folberg, & Salem, 2004). The question of whether mediation is appropriate for separating parties with a history of intimate partner violence (IPV) and abuse (IPA) is controversial (Holtzworth-Munroe, 2011; Ver Steegh & Dalton, 2008) and important, as a significant number (33% to 98%) of mediation cases report intimate partner violence and abuse (IPV/A; Beck, Menke, O'Hara Brewster, & Figueredo, 2009; Tishler, Bartholomae, Katz, & Landry-Meyer, 2004).[1] Concerns regarding the participation of IPV/A victims in mediation include a risk for physical harm if the process or agreement reached angers the perpetrator (Beck & Sales, 2000; Campbell et al., 2003) and the possibility of unequal participation in decision-making as a result of an imbalance in power between parties. Violent perpetrators may be controlling and may intimidate victims into agreements that inadequately address their needs or interests (Fischer, Vidmar, & Ellis, 1993; Tishler et al., 2004) or provide necessary safety protections (Beck, Walsh, & Weston, 2009;

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Tishler et al., 2004). In contrast, other mediation experts emphasize that excluding parents endorsing IPV/A may prevent them from experiencing the benefits related to this process. For example, parties may wish to have a voice in the process, and agreements may be tailored to include provisions that maintain the safety and needs of victims and their children for those capable of representing their interests (Edwards, Baron, & Ferrick, 2008). Furthermore, relative to litigation, mediation may reduce conflict between parties (Emery, Laumann-Billings, Waldron, Sbarra, & Dillon, 2001), although this has never been directly tested for families with a history of IPV/A.

IPV/A AND AGREEMENT RATES

A limited number of studies have investigated whether the presence of IPV/A influences the likelihood of parties reaching agreement in mediation. Two studies by Wissler (1999a, 1999b) examined 789 cases from Maine and 154 cases from Ohio. Wissler concluded that settlement of issues in mediation was not affected by the presence, frequency, or recency of relationship violence (1999a), and there were no differences in agreement rates of parties with or without a history of IPV, even when a mediating party expressed fears or concerns prior to mediation about the other party's perpetration of violence (1999b). Tishler et al. (2004), studying 304 couples mandated to mediation in Ohio, found that 34% of couples who did not report relationship violence reached agreement compared to 22% of couples reporting violence, but this difference was not statistically significant. In contrast with these earlier studies, among 241 cases seeking mediation at an Indiana University clinic, Ballard, Holtzworth-Munroe, Applegate, and D'Onofrio (2011) demonstrated that the likelihood of reaching full agreement was significantly lower in cases with evidence of intimate partner violence (45.3%) than in cases with no evidence of IPV (69.7%). All of these studies were significantly limited in their method of IPV/A assessment, as validated and detailed measures were not used. In contrast, Beck, Walsh et al. (2009) utilized a standardized and behaviorally-specific measure of intimate partner abuse in a sample of 864 couples court-mandated to mediation in Arizona. Based on either wives' or husbands' reports, the average IPA score for parties who did not reach agreement was higher than that of cases who did reach full agreement. Thus, the previous research findings are mixed.

The current study contributes to the research by examining the likelihood that parties will reach a mediation agreement depending on the level of partner violence and abuse. Similar to Beck, Walsh et al. (2009), we used standardized and behaviorally-specific IPV/A screens and examined independent self-reports of IPV/A for males and females. Given the mixed previous findings, we tentatively hypothesized that males and females reporting greater levels of IPV/A will be less likely to reach agreement in mediation.

IPV/A AND MEDIATION AGREEMENT CONTENT

Beyond whether or not parties reach agreement, most who have raised concerns about offering mediation to cases with a history of violence and abuse have focused on the content of the agreements, such as whether or not victims of IPV/A are able to make agreements that adequately protect the safety of themselves and their children. While few studies have examined the agreement content of couples screened for IPV/A, the existing findings suggest that there are few, if any, consistent differences in the content of agreements of families who report IPV/A and those who do not.

Mathis and Tanner (1998) examined the mediation agreements of 149 couples from a Texas metropolitan court services program. Compared to couples who did not report violence, cases with a history of IPV more frequently awarded sole custody to the mother (40% of couples reporting violence; 33% of couples not reporting violence) and were more likely to agree to arrangements that restricted visitation privileges of the nonresidential parent (17% of couples reporting violence; 3% of couples not reporting violence). However, the authors expressed concern that over half (57%) of couples reporting violence agreed on some form of shared physical custody or split physical custody with equal residence, as such agreements may increase contact between parties and may suggest an inability of the victim to voice concerns relating to safety during mediation (Mathis & Tanner, 1998).

In a study of 463 couples who reached mediation agreements, Beck, Walsh et al. (2009) found no differences in levels of IPA victimization reported by husbands and wives across groups reaching different types of child custody arrangements. Overall, 59% of cases agreed that the wife would have primary physical custody and joint legal custody, 19% agreed on joint physical and legal custody, and 13% granted physical and legal custody to the wife. Furthermore, restrictions on contact between parents and/or supervised visitation (both of which might help to prevent ongoing abuse between separated parents) were infrequent, with only 6.5% of agreements including such provisions, but cases that did include these arrangements were more likely to have reported IPA than cases that did not. There were several methodological strengths of the Beck, Walsh et al. (2009) study including the large sample size, the administration of a standardized and behaviorally-specific IPA screen, the use of wives' and husbands' independent reports of IPA as predictors, and the fact that IPA was not treated as a dichotomous variable (present or absent) but rather as a construct with differing levels of intensity. The current study borrows some of these features by incorporating behaviorally-specific assessments of violence and abuse, analyses conducted at the individual (i.e., male and female reporter) level, and the use of a continuous measure of IPV/A. However, the current study goes beyond the Beck, Walsh et al. (2009) study to explore a number of arrangements frequently included in mediation agreements but not often examined in the relevant previous research.

Only one previous study (Putz, Ballard, Arany, Applegate, & Holtzworth-Munroe, 2012) examined a wider range of content in mediation agreements (e.g., interparental communication, counseling referrals) reached by families with and without a detected history of intimate partner violence. Putz et al. found that these groups did not differ significantly in agreement content relating to legal custody (i.e., joint custody was specified by 76.6% of families with a detected history of violence and 69.1% of families with no detected history of violence), physical custody (i.e., joint custody was specified by 13% of families with a detected history of violence and 18.3% of families with no detected history of violence), parenting time, parental communication, and supervised visitation. However, parents with a detected history of IPV were more likely than families without a detected history of IPV to address, in their agreements: arrangements regarding the location of exchanges of children (61.8% of families with a history of IPV versus 35.3% of families without a history of IPV); restrictions on fighting or violence in front of the children (26.5% of cases with IPV versus 3.7% of cases without IPV); other safety restrictions (29.4% families with detected violence versus 17.4% of families with no detected violence); and counseling referrals (19.1% of families with IPV versus 9.2% of families without IPV). Unfortunately, given the measure of IPV used in this study, level of IPV could not be examined (i.e., IPV was treated as a dichotomous variable), nor could male and female reports be independently examined.

The present study conducts a detailed analysis of mediation agreements, examining a wide variety of family- and child-related issues, in mediation cases reporting varying levels of IPV/A as determined by behaviorally-specific measures and as reported, separately, by male and female parties. Given that past researchers have examined either physical violence alone (e.g., Putz et al., 2012) or, more broadly, abusiveness (e.g., Beck, Walsh et al., 2009), we chose to examine both IPV and IPV/A as predictors of mediation agreement content. These overlapping constructs have not been examined in the same study before; doing so, allows us to compare our results to all of the previous research.

HYPOTHESES

Hypotheses were formulated from the idea that level of IPV and IPV/A will increase the likelihood that parties include, in mediation agreements, provisions that decrease opportunities for violence or conflict and protect the safety of individuals in the family (Putz et al., 2012). Specifically, it is argued that perpetrators' increased contact may provide them with a means to continue controlling and interfering in the lives of victims (Tubbs & Williams, 2007) and that an overall increase in interaction after separation between the perpetrator and victim may perpetuate conflict (Putz et al., 2012). Thus, it was anticipated that parties reporting greater levels of violence and abuse would be more likely to form agreements that limit their interactions. Opportunities for interaction may also occur when important issues (e.g., where will child exchanges take place or how will missed parenting time be

made up) are left unresolved and require negotiation between parents when particular situations arise. It was, therefore, expected that males and females with greater levels of IPV/A would be more prone to including specific arrangements in mediation agreements for resolving future issues rather than leaving such issues to be decided by mutual agreement as situations arise in the future (Putz et al. 2012; Pearson, 1997). To protect the safety of victims and children, it was also hypothesized that reports of greater levels of IPV or IPV/A victimization by parties would predict more inclusion of safety provisions (e.g., restrictions on fighting between parties) in the agreement. Lastly, it was anticipated that males and females reporting higher levels of abuse and violence victimization would be more likely to seek counseling (e.g., perpetrator would attend counseling for anger issues). Additional areas of agreement content (e.g., financial issues) were examined for exploratory purposes.

METHOD

PARTICIPANTS

Study participants were recruited from the Indiana University Maurer School of Law Viola J. Taliaferro Family and Children Mediation Clinic ("the clinic"). The clinic provides mediation services to divorcing or separating parties who have been court- or self-referred. Mediators are advanced law students who take an intensive course, pass a test to become state registered mediators, and receive supervision from a law professor who is the clinic director.[2]

See Figure 1 for details on the flow of study participation. The initial pool of potential study participants consisted of 306 individuals or 153 dyads who sought mediation. The sample included two subsamples, based on which of two measures of IPV/A the parties completed; these subsamples were combined for study analyses. There were no significant differences on demographic factors across these subsamples. At their mediation intake, individuals were separately invited to participate in the study. Participation involved allowing researchers to access their mediation clinic file. Such permission gave researchers access to violence and abuse screening measures (for level of male and female reported IPV and IPV/A), any mediation agreement reached (for coding of agreement content), and demographic information (to describe the sample). Thus, excluded from the study were cases in which at least one party denied permission to view the mediation clinic file. In addition, the sample was restricted to parties who, after agreeing to participate in the research, did engage in mediation, as mediation was necessary to obtain study measures (e.g., did they reach an agreement). Moreover, cases that involved a party other than a romantic partner or other parent (e.g., one party was a grandparent) were dropped as our focus was on *intimate partner* violence and abuse. Lastly, dyads in which at least one party had missing data on more than 20% of items on the IPV/A measure were excluded from the analyses.

The final subject pool consisted of 210 participants or 105 dyads. The full sample was used to examine predictors of whether or not an agreement was reached in meditation. However, analyses of the content of mediation agreements included only the cases that reached agreement (n = 71). Of this subset, 66 cases included parties mediating child-related issues. Thus, analyses of mediation content agreement that did not involve children (e.g., division of marital property) included 71 cases, while analyses of content agreement involving children (e.g., custody arrangements) included the 66 cases with shared children.

MEASURES

Intimate Partner Violence and Abuse

Two measures, the Mediator's Assessment of Safety Issues and Concerns (MASIC; Holtzworth-Munroe, Beck, & Applegate, 2010) and the Relationship Behavior Rating Scale-Revised

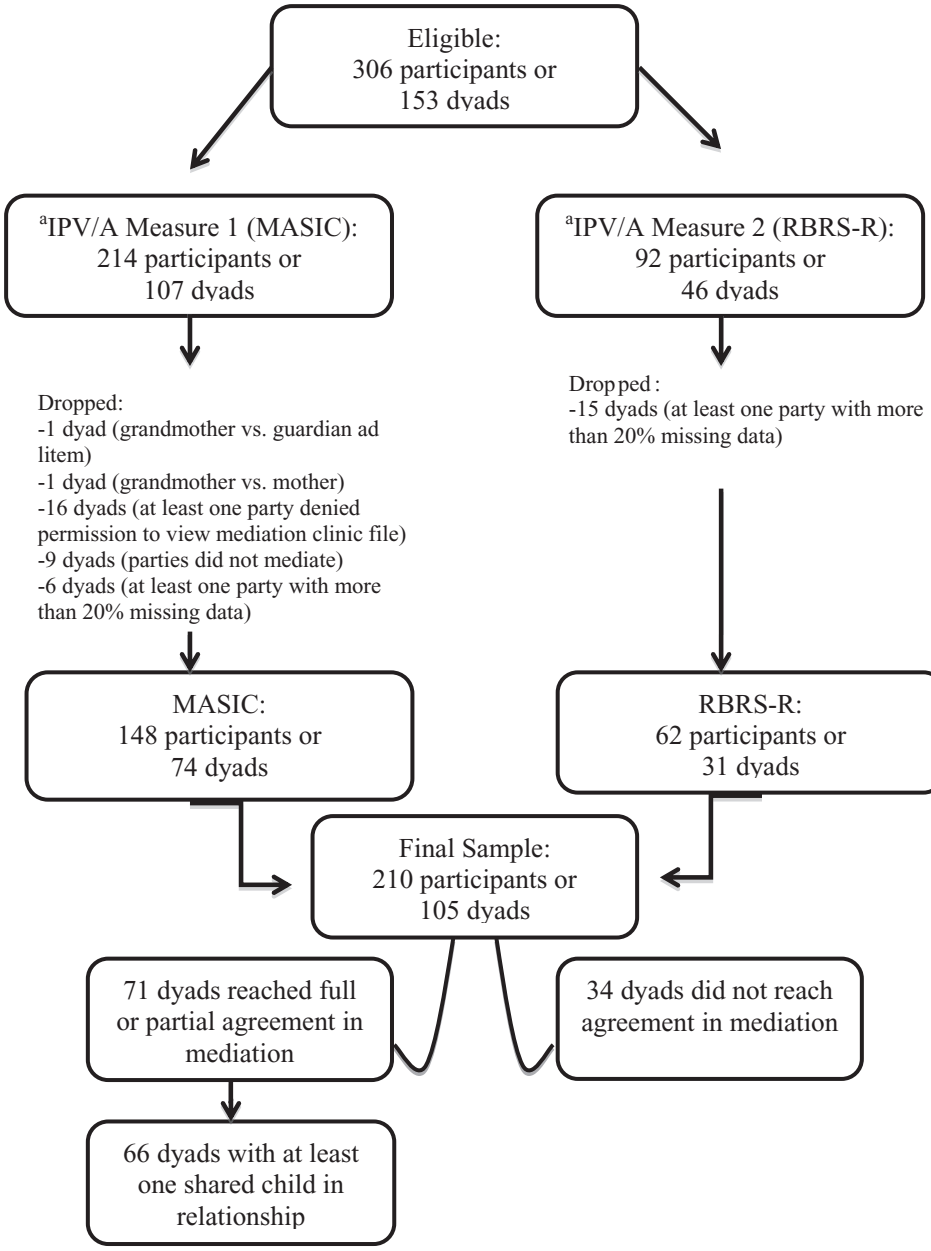

Figure 1. Participant flow chart.
This figure presents the exclusion of dyads from the initial participant pool. [a]Sample is divided according to which measure of IPV/A participants completed (MASIC or RBRS-R). Details about these measures are included below.

(RBRS-R; Beck, Menke et al., 2009), were used to assess party reports of partner perpetrated physical violence and abuse in the parties' relationship. The RBRS-R was used at the mediation clinic prior to the development of the MASIC; once the MASIC was available, the clinic switched from using the RBRS-R to using the MASIC. Regardless of measure, mediators conducted the screening, with each mediating party separately, during the mediation intake.

Both measures contain behaviorally-specific items (e.g., did your partner call you names?). The MASIC has 37 items while the RBRS-R has 50 items. Items on both measures address various forms

of abuse, including physical violence, severe physical violence, threats of severe violence, coercive control, psychological abuse, stalking, and sexual coercion. Both screens assess the occurrence of each behavior in the past year. On both, participants only report on the behaviors of the other party (i.e., victimization), not themselves (i.e., perpetration), to avoid possible self-incrimination in any future legal cases. Each questionnaire has been shown to be a reliable and valid measure of IPV/A (MASIC: Pokman et al., 2014; RBRS-R: Beck, Menke, & Figueredo, 2013). To increase similarity in the items across the two IPV/A measures, only questions on the RBRS-R that matched MASIC questions were used in the current study. Thus, the RBRS-R was reduced to 38 items for analyses.

For every study participant, two overlapping scores, each reflecting past year victimization, were calculated from the MASIC or RBRS-R: one score indicated level of physical violence (IPV score) and a second score represented level of violence and abuse (IPV/A score). For each measure, the IPV/A score was calculated from the full set of items (37 MASIC items; 38 RBRS-R items). The alpha for females' reports of male perpetration of IPV/A was .93 on the MASIC and .97 for the RBRS-R; it was .94 for males' report of female perpetrated IPV/A on the MASIC and .94 for the RBRS-R. To calculate IPV scores, a subset of items assessing only physically violent behaviors was used (11 MASIC items; 14 RBRS-R items). The alpha for females' report of male perpetration of physical violence was .89 on the MASIC and .88 on the RBRS-R; it was .88 for males' report of female physical violence perpetration on the MASIC and .90 on the RBRS-R.

Given the differing number of MASIC and RBRS-R items, it was necessary to convert scores into percentages as a way of standardizing IPV and IPV/A data across the two measures. Thus, for each of the four scales, a percentage score was calculated, representing the number of items endorsed out of the total number of items on each scale (IPV or IPV/A). These percentage scores were then log transformed to improve normality of the distribution. Across both the MASIC and RBRS-R, females' and males' reports of IPV/A were significantly correlated, $r = .30$, $p < .01$, as were their reports of IPV, $r = 0.62$, $p < .001$. Furthermore, analyses indicated a significant association between females' reports of IPV and IPV/A, $r = .54$, $p < .001$, and between males' reports of IPV and IPV/A, $r = .55$, $p < .001$. Although IPV and IPV/A reports were significantly correlated, as were male and female reports, they are not so highly correlated as to be redundant; thus, we conducted the main analyses using separate scores for female and male reported IPV and IPV/A.

Demographic Data

Limited data were available from the mediation clinic files, including the party's employment status, age, and gender and number of children from previous or current relationships. In addition, data regarding the gender and number of children at issue in mediation were gathered from mediation agreements for cases that reached agreement.

Mediation Agreement Rate

Whether agreement was reached or not was assessed using a case summary report completed by mediators and stored in the clinic files. Overall, 66 cases reached full agreement, 5 reached partial agreement, and 34 did not reach any agreement.

Mediation Agreement Content

A coding system was used to code the content of the agreements reached. This system was derived from a coding manual used in two previous studies at the clinic (Putz et al., 2012; Ballard, Holtzworth-Munroe, Applegate, D'Onofrio, & Bates, 2013. Slight modifications were made to code agreements of all mediating parties in the sample (e.g., in contrast to Ballard et al., 2013, the current study included cases with no children). The coding system is available from the authors. It contains

132 codes that capture a wide variety of topics often discussed in mediation, including legal and physical custody, parenting time, financial arrangements, safety restrictions, interparental communication, and referrals to counseling. It also includes global codes that required the rater to rate overall agreement content based on characteristics such as level of specificity of the arrangements made. Individual codes are presented in the results section.

Not all codes could be applied to all mediation agreements. For example, some codes ask about specific arrangements relating to particular topics (e.g., what are the holiday arrangements for parenting time?). If a topic (e.g., holiday arrangements) was not addressed in the agreement, then arrangements for that issue could not be coded. Consequently, the number of cases available for the analysis of each code varies and is reported on the table presenting study findings.

All mediation agreements were coded by either a law student mediator or psychology graduate student. To determine inter-rater reliability, 25% of the agreements were coded by both. Reliability was calculated using intraclass correlations for continuous codes (e.g., how many pages is the agreement), Cohen's Kappa for categorical codes (e.g., was a particular issue addressed in the agreement or not), and percent agreement for codes that demonstrated so little variability that Kappa could not be computed. A summary of inter-rater reliability scores for each code is available from the authors. Across codes, the average Kappa was 0.88 (range 0.50–1.00), the average percent agreement was 95.93% (range 60%–100%), and the average intraclass correlation statistic was 0.87 (range 0.28–1.00). Discrepancies in ratings were discussed and final codes determined by consensus of the raters.

PROCEDURE

During their mediation intake, each mediating party was independently invited to participate in the study. Those who consented gave us permission to view their clinic files. Mediating parties who completed additional measures not used in this study received $10 as compensation. During the intake, all mediating parties completed the violence and abuse screen (RBRS-R or MASIC) and provided other information (e.g., demographic data). Determining whether the parties reached agreement and coding the content of agreements were completed after mediation concluded.

RESULTS

SAMPLE CHARACTERISTICS

For the total sample ($N = 210$), males were 36.07 years old ($SD = 10.01$) and females were 33.23 ($SD = 9.21$). Regarding employment, 69.6% of males and 64.8% of females reported full or part-time employment. The sample consisted of 34.7% males and 33.3% females who reported also having children with someone different from the other party in the mediation case. Of the 105 dyads in the total sample, 40% were attending mediation for issues pertaining to an initial dissolution of marriage, 34.3% wished to modify previously formulated divorce arrangements, 23.8% involved nonmarried mediating parties seeking to resolve separation issues, and 1.9% attended mediation for other purposes (e.g., child emancipation). Using information available from the agreements of the 66 who were mediating child issues, the average number of shared children for mediating parties was 1.28 ($SD = 0.80$), the average age of the children was 7.27 ($SD = 5.35$) years, and 50.6% of the children were male.

Table 1 presents information on levels of IPV and IPV/A reported by the sample. Over one-quarter of participants reported some form of physical violence perpetrated by the other party in the past year, and approximately 85% reported violence and/or abuse perpetrated by their partner in the past year. Paired samples t tests indicated there were no significant differences between males' and females' reported levels of IPV/A victimization, $t(104) = 1.12$, $p = 0.266$, or between males' and females' reported levels of IPV victimization, $t(104) = -0.10$, $p = 0.919$.[3]

Table 1
Descriptive Statistics for Unstandardized IPV and IPV/A Scores

	IPV		*IPV/A*	
	M (SD)	*% who endorsed IPV*	M (SD)	*% who endorsed IPV/A*
Total	6.74 (14.62)	27.6	18.27 (20.82)	84.8
Females[a]	6.87 (15.62)	27.6	19.44 (21.84)	85.7
Males[b]	6.61 (13.63)	27.6	17.10 (19.77)	83.8

Note. $N = 210$ participants. Violence scores presented in this table have not been standardized or log transformed; thus, the means reflect the total number of different IPV or IPV/A behaviors reported as having occurred in the past year. [a]$n = 105$ females. [b]$n = 105$ males.

Table 2
Predicting Agreement Rate using Males' and Females' IPV Scores

Included	*B (SE)*	*95% CI for Odds Ratio*		
		Lower	*Odds Ratio*	*Upper*
Constant	1.28 (0.28)			
Female report of male perpetration	0.29 (0.48)	0.52	1.34	3.42
Male report of female perpetration	−0.90[a] (0.46)	0.17	0.41	1.01

Note. $N = 210$ participants or 105 dyads. $R^2 = .04$ (Cox & Snell), .06 (Nagelkerke). Model $X^2(2) = 4.56$, $p = .10$. [a]$p = 0.052$.

Table 3
Predicting Agreement Rate using Males' and Females' IPV/A Scores

Included	*B (SE)*	*95% CI for Odds Ratio*		
		Lower	*Odds Ratio*	*Upper*
Constant	2.14 (0.62)			
Female report of male perpetration	−0.25 (0.46)	0.32	0.78	1.94
Male report of female perpetration	−0.80 (0.49)	0.17	0.45	1.16

Note. $N = 210$ participants or 105 dyads. $R^2 = .05$ (Cox & Snell), .07 (Nagelkerke). Model $X^2(2) = 4.64$, $p = .08$.

MEDIATION AGREEMENT RATES AND VIOLENCE AND ABUSE

Agreement was reached by 68% of the total sample. Two binary logistic regression models were conducted to examine whether violence or abuse scores predict reaching full or partial agreement (coded 1) versus no agreement (coded 0). One analysis used IPV scores, and the other used IPV/A scores, as predictors. Females' and males' reports of victimization were entered separately in the same step. See Tables 2 and 3. Results indicated that males' IPV scores (i.e., male reports of female perpetration of physical violence) were a predictor, at a trend level, of whether or not the case would reach agreement in mediation. For every one unit increase in males' reported level of physical violence victimization, the likelihood for reaching agreement was 0.41 times lower. In contrast, females' report of male perpetration of physical violence and both partners' IPV/A scores were not a significant predictor of reaching agreement.

MEDIATION AGREEMENT CONTENT

The remaining analyses were conducted with the cases that reached agreement during mediation (n = 71) or with the subset of cases that reached agreement surrounding child issues (n = 66). Regression models were fit to the data to test hypotheses regarding the relationship between mediation agreement content and the level of reported IPV or IPV/A. Logistic regression models were fit to the data to examine binary categorical variables (e.g., was parenting time addressed or not?) in the coding system. Multinomial logistic regression models were used to examine dependent categorical variables with more than two outcomes (e.g., who pays health insurance?). Continuous variables (e.g., amount of child support paid per week) were analyzed using multiple linear regression models. The predictor variables in all models included males' and females' reports of IPV or males' and females' reports of IPV/A; males' reports and females' reports were entered in the same step in each model. The dependent variables are codes in the mediation agreement coding system.

Tables providing detailed information on the models, including the values of odds ratios, confidence intervals, b coefficients, R^2 statistics, and goodness-of-fit (X^2) indicators, are available in the appendix. In the text, we describe the main findings and include Table 4 as a summary of the statistical significance of all results. To examine a wider range of mediation issues than has been previously studied, for exploratory purposes, we conducted a large number of analyses, with each set of analyses predicting different aspects of mediation agreement content. In addition to presenting statistically significant findings in the text, we discuss the magnitude of notable odd ratios and effect sizes, even if they did not reach statistical significance. As there currently are no standardized guidelines regarding what odds ratio values indicate small, medium, or large effect sizes and the size of the effect is dependent on context, we decided to present findings with an odds ratio of 1.90 or greater. This cutoff value generally corresponds to an effect size in the moderate range (Wuensch, 2009; Osteen & Bright, 2010) and was deemed to be of interest in the current study, given the importance of identifying any areas of mediation agreements related to levels of IPV and IPV/A.

CUSTODY

Among the concerns about mediation for parties with a history of IPV/A is that joint forms of custody may increase contact between the parents, creating potential opportunities for interparental conflict. Thus, as all previous researchers have done, we examined the relationship between IPV or IPV/A and type of custody in the agreement.

Legal Custody

Legal custody refers to decisions regarding the child's upbringing (e.g., education, religious training, and healthcare) and was addressed by 76% of the sample (n = 50 of the 66 cases involving child issues) that reached agreement in mediation. We had hypothesized that higher levels of both IPV and IPV/A reported victimization by both parties would decrease the likelihood that parties would agree on joint/shared legal custody. The dependent variable, type of custody, was coded as sole or primary mother (selected by 24% or 12 of the 50 cases that addressed legal custody) or joint custody (70% or 35 cases); we also coded sole or primary father custody but dropped this category from analyses as only 2 agreements included this option. The hypothesis was not supported as the models examined did not present a good fit to the data. Indeed, opposite our prediction, female's reported level of IPV and IPV/A victimization, though not statistically significant predictors, were found to increase the likelihood of making joint legal custody arrangements in mediation by 2.93 and 2.83 times, respectively.

Physical Custody

Physical custody refers to the physical care and supervision of a child and was addressed by 73% (n = 48 of 66 cases) of families who made an agreement regarding child issues. We had hypothesized that

Table 4
Predicting Content of Mediation Agreements Using IPV/A and IPV Scores: Summary of Statistical Significance of Findings

Mediation Agreement Content	*IPV/A*		*IPV*	
	Male Report	*Female Report*	*Male Report*	*Female Report*
Legal Custody				
Legal custody arrangement	NS	+	NS	+
Physical Custody				
Physical custody arrangement	NS	NS	[a]	NS
Parenting Time [PT] [School Year or All Year if not different from summer]				
Weekday arrangement	*	NS	+	NS
Number of weekdays with nonresidential parent	NS	NS	NS	*
Weeknight arrangement	+	NS	NS	NS
Number of weeknights with nonresidential parent	NS	NS	NS	NS
Weekend day arrangement	+	NS	+	NS
Number of weekend days with nonresidential parent	NS	NS	*	NS
Weekend night arrangement	+	NS	NS	NS
Number of weekend nights with nonresidential parent	NS	NS	NS	NS
Summer PT				
Was summer PT addressed?	NS	NS	NS	NS
Holidays				
Were holidays addressed?	NS	NS	NS	NS
What were holiday arrangements?	+	*	NS	NS
Other PT Provisions				
Was missed PT addressed?	NS	NS	NS	NS
Transportation and Exchanges				
Was transportation addressed?	NS	NS	NS	NS
Who provides transportation?	NS	NS	[a]	NS
Were exchanges addressed?	NS	**	NS	NS
Where are exchanges?	NS	NS	NS	NS
Were there other conditions on exchanges?	NS	*	+	NS
Supervised Visitation				
Was PT supervised?	NS	NS	NS	NS
Communication Provisions				
Was communication between parents addressed?	NS	+	NS	NS
Did parents agree not to disparage or insult each other?	NS	+	NS	NS
Did the agreement prohibit fighting or conflict?	NS	NS	NS	NS
Safety Provisions				
Were safety provisions included?	+	NS	+	NS
Counseling				
Were referrals to counseling addressed?	NS	NS	+	NS
Indicators of Agreement Specificity				
Level of specificity	NS	NS	NS	NS
Length of agreement [number of pages]	NS	NS	NS	*
Child Support				
Who pays child support?	NS	NS	NS	+
How much child support paid per week?	NS	NS	NS	NS
Did parents deviate from child support worksheet? (pay more, less, or no child support)	NS	+	NS	+
Were arrearages addressed?	NS	+	[a]	[a]
Assets				
Was residence as an asset addressed?	NS	NS	NS	+
Were vehicles [as assets] addressed?	NS	NS	NS	NS
Were personal property assets addressed?	NS	NS	NS	*
Were monetary assets addressed?	+	NS	NS	NS
Were retirement assets addressed?	NS	NS	NS	NS
Were any other assets addressed?	+	NS	*	NS
Asset codes combined	NS	NS	NS	NS
Debt				
Was mortgage/rent addressed?	NS	NS	NS	NS
What was mortgage/rent arrangement?	NS	NS	NS	NS
Was credit card debt addressed?	NS	NS	NS	+
Was vehicle debt addressed?	NS	NS	NS	+
Was miscellaneous debt addressed?	NS	NS	+	NS
Debt codes combined	NS	NS	NS	NS
Other Financial Arrangements				
Were school/extracurricular expenses addressed?	NS	+	NS	NS
Was college tuition addressed?	NS	NS	NS	+
Child cost codes combined	NS	NS	NS	NS
Who pays health insurance?	NS	NS	NS	NS
Who pays uninsured medical expenses?	NS	NS	NS	NS
What were tax exemption arrangements? (split or alternate)	NS	+	NS	+
Miscellaneous Provisions and Codes				
Was relocation addressed?	NS	+	NS	+
Did parties agree to return to mediation?	NS	NS	NS	NS
Did the agreement address new partners?	NS	+	NS	NS
Did the agreement address other children?	NS	+	NS	+
Any issues left for a judge to decide?	NS	NS	+	NS

Note. ** $p < .01$; * $p < .05$; NS is nonsignificant; + is an odds ratio of 1.90 or greater.
[a]Statistic could not be computed, usually due to insufficient variability in IPV scores.

Table 5
Type of Parenting Time Arrangements According to Time Frame

	Weekdays	*Weeknights*	*Weekend Days*	*Weekend Nights*
Specific arrangements	79% (48)	79% (48)	80% (49)	79% (48)
Mutual agreements	18% (11)	18% (11)	16% (10)	18% (11)

Note. $n = 61$ dyads that addressed parenting time.

males and females reporting higher levels of IPV and IPV/A would be less likely to agree on joint/shared physical custody arrangements (selected by 13% or 6 of the 48 cases that addressed physical custody) as opposed to primary/sole custody awarded to the mother (79% or 38 cases). The hypothesis was not supported, as the models did not demonstrate a good fit to the data when male and female IPV or IPV/A reports were entered as predictors of type of physical custody specified in agreements.

Parenting Time

Parenting time arrangements determine the amount of time parents spend with the child(ren) and were discussed in 92% ($n = 61$ of 66 cases) of the mediation agreements. We hypothesized that males and females reporting higher levels of IPV and IPV/A would be more likely to make specific arrangements, rather than agreeing that they would decide by mutual agreement, regarding parenting time during weeknights, weekdays, weekend days, and weekend nights for the nonresidential parent. These four different time frames were examined as separate dependent variables. Table 5 provides the percentages of families who agreed to specific arrangements versus mutual agreement for each of the time frames.

There was partial support for the hypothesis. Males' reports of level of female perpetrated IPV/A was a significant predictor of making specific arrangements regarding weekday parenting time in the agreement. For every one unit increase in males' reported level of physical violence and abuse victimization, the likelihood for making specific weekday arrangements was 3.93 times higher. Females' report of male perpetration of IPV/A was not a significant predictor in this model. The other logistic models constructed were not statistically significant; however, in these models, males' reported level of IPV victimization increased the likelihood of making specific weekday and weekend day parenting time arrangements by 2.28 and 2.14 times. Furthermore, for every one unit increase in males' reported level of IPV/A victimization, the likelihood of making specific weeknight, weekend day, and weekend night parenting time arrangements was 1.96, 2.94, and 1.96 times higher, respectively.

Amount of Regular Parenting Time

We expected that males' and females' reports of higher levels of IPV and IPV/A would predict fewer days with the nonresidential parent in order to potentially decrease parental interactions and thus risk of conflict. In 79% of the cases that discussed parenting time, the nonresidential parent was the father. Parenting time was coded for four timeframes– number of weekdays, weeknights, weekend days, and weekend nights– and these outcome variables were examined separately. Most findings were statistically nonsignificant. The two significant findings were opposite than what we had predicted. Specifically, females' report of greater levels of male perpetrated IPV significantly predicted an increased number of weekdays the nonresidential parent was designated to spend with the child(ren), $R^2 = .12$, and males' report of greater levels of female perpetrated IPV significantly predicted an increased number of weekend days the nonresidential parent was designated to spend with the child(ren), $R^2 = .12$.

Summer Parenting Time

Summer parenting time arrangements, addressed in 36% or 24 ($n = 66$ cases) of the agreements, may differ from the school year parenting time arrangements. We hypothesized that males and females

reporting greater levels of IPV or IPV/A would be more likely to address summer parenting time in the agreement, to decrease future negotiations and contact. This hypothesis was not supported as the models tested presented a poor fit to the data.

Holiday Arrangements

Holiday arrangements were discussed by 64% or 42 ($n = 66$ cases) families. We hypothesized that in order to decrease interparental conflict, greater levels of IPV and IPV/A reported by males and females would increase the likelihood that holiday arrangements are addressed in the agreement. This hypothesis was not confirmed. It was also anticipated that when holiday arrangements were addressed, males and females reporting higher levels of IPV and IPV/A would be more likely to make specific arrangements (specific arrangements were made by 29% or 12 of the 42 cases that addressed holiday arrangements) rather than arrangements that allow for on-the-spot negotiations (i.e., mutual agreements, selected by 36% or 15 cases). This hypothesis received partial support. Females' reports of level of male perpetrated IPV/A was a significant predictor of whether specific holiday arrangements were made. For every one unit increase in females' reported level of IPV/A victimization, the likelihood of making specific holiday arrangements was 7.44 times higher. Males' reports of IPV/A victimization was not a statistically significant predictor but was found to increase the likelihood of making specific holiday arrangements by 2.54 times. However, both parties' reports of IPV did not predict making specific holiday arrangements.

Missed Parenting Time

Given concern that a need to conduct ongoing negotiations over important issues may increase opportunities for conflict and violence, we expected that males and females reporting greater levels of IPV and IPV/A would be more likely to make specific arrangements for dealing with instances in which parenting time is missed. Missed parenting time was discussed by 14% or 9 families ($n = 66$ cases). The models examined were a poor fit to the data. Our hypothesis was not supported.

Child Exchanges

There is concern among IPV/A experts that physical aggression and abusive behavior between parents may continue even after separation or dissolution of marriage. Thus, it was hypothesized that parents reporting greater levels of IPV and IPV/A would be more likely to address situations in which conflict may occur, such as during child exchanges. Arrangements regarding exchanges were included in 39% or 26 of the mediation agreements ($n = 66$ cases). There was partial support for this hypothesis. Females' report of IPV/A victimization was a significant predictor of whether exchanges were addressed in the agreement. For every one unit increase in females' reported level of male perpetrated physical violence and abuse, the likelihood of addressing exchanges in the agreements was 3.71 times higher. However, males' reports of IPV/A and both parties' reports of IPV were not significant predictors in the models tested.

Moreover, it was hypothesized that higher levels of IPV and IPV/A would increase the likelihood that mediation agreements include arrangements for child exchanges in public and secure or neutral locations (agreed upon by 35% or 9 of the 26 families who addressed exchanges) as opposed to exchanges in less formal locations, such as the parents' homes (65% or 17 families). The models fit poorly to the data and, thus, did not support the hypothesis.

Additionally, we expected that males and females reporting greater levels of IPV and IPV/A would be more likely to include other conditions on exchanges (e.g., parents must notify each other, within a specified time, if they cannot comply with the agreed upon arrangement) in the mediation agreement. This hypothesis was grounded on the notion that additional provisions regarding exchanges may be useful in reducing risk of conflict between parents. Of all mediation agreements, 35% or 9 families

included further conditions on child exchanges (n = 26 cases that addressed exchanges in the agreement). The hypothesis received partial support. Females' report of level of male perpetrated IPV/A was a significant predictor of whether other conditions on exchanges were addressed in the agreement. Specifically, for every one unit increase in females' reported level of physical violence and abuse victimization, the likelihood of making additional specified arrangements regarding exchanges in the agreements was 6.17 times greater. Although not statistically significant, findings also indicated that for every one unit increase in males' reported level of physical violence victimization, the likelihood of including other conditions on exchanges in the agreement was 3.79 times higher.

Supervised Visitation

It was anticipated that males and females who reported higher levels of IPV and IPV/A would be more likely to specify that visitation between the child and the nonresidential parent be supervised. Of the 66 families in the subsample, 15% (10 cases) agreed that parenting time should be supervised by a third party. The models tested were not a good fit to the data and, therefore, the hypothesis did not receive support.

Communication Between Parties

Frequently, parents must communicate about issues concerning children and other important matters. Specific arrangements regarding the form (e.g., calls, texts, email) and content of communication may aid in reducing interparental conflict. Thus, it was anticipated that greater levels of reported victimization would increase the odds that communication between parties was addressed in the agreement. Communication was addressed by 52% (37 cases of 71 cases). The research hypothesis was not supported by statistically significant models. Despite a lack of statistical significance, analyses demonstrated that for every one unit increase in females' reported level of IPV/A victimization, there was an increase in the likelihood of addressing communication between the parties in the agreement by 1.94 times.

Several other codes were examined relating to interparental communication, including whether parties agreed not to disparage or insult each other (addressed by 11% or 8 of the 71 cases) and whether parties included provisions that prohibited fighting and violence (addressed by 11% or 8 of the 71 cases). It was expected that higher levels of IPV and IPV/A would predict a greater likelihood that such issues are addressed in the mediation agreement. The binary logistic models constructed were not significant, though for every one unit increase in females' reported level of IPV/A, the likelihood of agreeing not to disparage or insult each other in the agreement was 2.51 times higher.

Safety Provisions

We hypothesized that males' and females' reports of greater levels of IPV and IPV/A would increase the likelihood that safety provisions (e.g., restrictions on gun usage or substance abuse) are addressed in the mediation agreement. Safety provisions were included in 11% (n = 8 of 71 cases) of the mediation agreements. The models demonstrated a poor fit to the data; however, despite a lack of statistical significance, analyses indicated that for every one unit increase in males' reported level of IPV and IPV/A victimization, the likelihood of including safety provisions in the agreement was 2.69 and 2.59 times higher, respectively.

Counseling Referrals

We hypothesized that reports of higher levels of IPV and IPV/A would be related to being more likely to address referrals to counseling in the mediation. Counseling referrals were incorporated into 13% or 9 of mediation agreements (n = 71 cases). The logistic models were not statistically significant,

though it is of note that for every one unit increase in males' reported level of IPV victimization, the likelihood of making referrals to counseling in the agreement was 2.68 times higher.

Indicators of Agreement Specificity

Based on the notion that future conflict may be avoided if mediating parties form specific arrangements as opposed to arrangements that allow for frequent changes in negotiations and thus require regular discussions between parties, we expected that greater levels of reported IPV and IPV/A would predict a higher overall level of specific arrangements in the agreement, coded from 0 ="little by mutual agreement or most in agreement specified" to 2 = "most arrangements by mutual agreement or little in agreement specified". Logistic models examining this code did not present a good fit to the data. We also examined agreement length (number of pages) as an indirect indicator of agreement specificity, as agreements with more detailed and specific arrangements might require a greater number of pages. Results from a multiple linear regression model indicated that females' reports of male perpetration of IPV were a significant predictor of agreement length. Agreements tended to be longer the greater the level of IPV victimization reported by females, $R^2 = .11$.

Exploratory Analyses

The mediation agreement coding system captured other issues that may be discussed in mediation (e.g., financial arrangements) but which have not been examined in previous research and for which hypotheses were not formulated. For a number of codes, it was not possible to conduct any formal analyses due to the small sample sizes. Statistically significant results are described in the text as well as findings with notable odds ratios, but all analyses are available from the authors (or in the appendix).

Finances

Child Support. We used logistic regression analyses to examine whether reports of level of IPV or IPV/A victimization would increase the likelihood that mediating parties agree to having the father pay child support (indicated by 66%, or 23 cases, of the 35 cases who specified child support) as opposed to having neither parent pay child support (34%, or 12 cases). We were not able to explore whether parties agreed to have the mother pay child support because only 2 cases made this arrangement. Though not statistically significant, analyses illustrated that greater levels of female reported IPV victimization increased the likelihood of having parties agree that neither parent pay child support by 2.04 times. For those cases who did agree to pay child support, we explored if levels of reported IPV or IPV/A were related to whether the nonresidential parent would make payments that deviated from the amount calculated using state worksheets, specifically whether the nonresidential parent agreed to pay more child support than the amount calculated (as agreed to by 18% of the subsample or 6 cases) or to pay less child support (42% or 14 cases). Although analyses were not statistically significant, it was found that for every one unit increase in females' reported level of IPV and IPV/A victimization, the multinomial log-odds for the nonresidential parent paying more child support than the calculated amount using state worksheets, relative to paying less or no child support, increased by 2.57 and 30.44 units, respectively. Results also demonstrated that for every one unit increase in females' reported level of IPV/A victimization, the likelihood of addressing child support arrearages in the agreement was 3.16 times higher (arrearages were addressed by 6 cases).

Assets. Arrangements regarding personal property assets were included in 21% or 15 of the mediation agreements ($n = 71$ cases). Females' report of level of male perpetration of IPV was a significant predictor of whether personal property assets were mentioned in the agreement. For every

one unit increase in females' reported level of IPV victimization, the likelihood for including agreements regarding personal property assets was 3.67 times higher. In addition, arrangements for other assets (i.e., assets not relating to vehicles, residences, monetary, retirement, and personal property) were addressed by 14% of the cases (10 of 71 cases). We found that males' reports of female perpetration of IPV was a significant predictor; for every one unit increase in males' reported level of IPV victimization, the likelihood for addressing other assets in the agreement was 5.34 times greater. Though not a statistically significant predictor, it was similarly found that males' reported level of IPV/A victimization increased the probability of addressing other assets in the agreement by 4.27 times.

Analyses revealed several other instances in which predictors lacked statistical significance but demonstrated notable odds ratio values. For example, when examining monetary assets, results indicated that for every one unit increase in males' reported level of IPV/A victimization, the likelihood of addressing this issue in the agreement was 3.50 times higher; arrangements regarding monetary assets were addressed by 7 cases (10%). When examining the parties' residence as an asset, females' reported level of IPV victimization increased the probability of addressing this issue in the agreement by 2.37 times; arrangements regarding residence as an asset were addressed by 17 cases (24%).

Debt. Several codes regarding arrangements for the payment of various types of debt were examined. Analyses were not statistically significant. However, for every one unit increase in females' reported level of IPV victimization, the likelihood of addressing vehicle debt in the agreement was 3.13 times higher and the likelihood of addressing credit card debt was 3.88 times higher. Vehicle debt was addressed by 8 cases (11%) and credit card debt was addressed by 6 cases (8% of 71 cases). Moreover, males' reported level of IPV victimization was demonstrated to increase the probability of addressing miscellaneous debt by 1.93 times; miscellaneous debt was addressed by 19 of the 71 cases (27%).

Other Financial Arrangements. We analyzed several codes on arrangements regarding child costs and tax exemptions. Results were not statistically significant though several findings are of interest. For every one unit increase in females' reported level of IPV/A victimization, the likelihood of addressing payment for the children's school or extracurricular expenses in the agreement was 2.14 times higher; these expenses were addressed by 12 cases (18% of 66 cases). Increases in females' reported level of IPV raised the likelihood of addressing children's college tuition in the agreement by 2.41 times (addressed by 8, or 12%, of cases). Moreover, results demonstrated a notable increase in the probability of making tax exemption arrangements that included splitting or alternating children by year for every one unit increase in females' reported level of IPV and IPV/A victimization (12.15 and 4.62 times, respectively); tax exemption arrangements indicating a split or alternation of children were addressed by 23 cases (68% of 34 cases that addressed this issue).

Miscellaneous Provisions and Codes

Several other findings, though not statistically significant, should be noted upon an examination of odds ratio values. Specifically, for every one unit increase in females' reported level of IPV and IPV/A victimization, the likelihood of addressing parental relocation in the agreement was 3.88 and 3.57 times higher, respectively. Relocation was addressed by 7% (5 of 71 cases). Additionally, females' IPV and IPV/A victimization levels increased the probability that adult children or children from other relationships were addressed in the agreement by 2.74 and 2.15 times (addressed by 11%, or 7 of the 66 cases). Females' reported level of IPV/A victimization also increased the likelihood of addressing a new partner in the agreement by 2.04 times (addressed by 4 cases or 6% of the 71 cases). In contrast, males' report of IPV victimization increased the probability that issues were left for a judge to decide after mediation by 5.28 times (4 of the 71 cases had remaining issues for a judge to decide).

DISCUSSION

The appropriateness of divorce mediation for cases with a history of IPV/A abuse has been a significant point of contention in family law and among advocates for battered women (Holtzworth-Munroe, 2011; Ver Steegh & Dalton, 2008). Consequently, there is growing interest in whether couples reporting IPV/A reach agreement in mediation and, if so, whether their agreements include provisions that might help to minimize risks and increase safety for all family members. The present study sought to provide a detailed analysis of the mediation agreements formulated by parties with varying levels of violence and abuse, using a systematic and behaviorally-specific measure of IPV and IPV/A and using male and female reports of level of victimization as predictors.

IPV/A AND AGREEMENT RATE

Two prior studies (Ballard et al., 2011; Beck, Walsh et al., 2009) found that higher levels of violence and abuse were associated with a decreased likelihood of reaching agreement in mediation. Our study findings were not consistent as overall level of IPV and IPV/A did not predict mediation agreement rates. Our findings, however, are consistent with other previous studies (e.g., Putz et al., 2012; Tishler et al., 2004; Wissler, 1999a, 1999b), suggesting that, perhaps, mediation is a viable method for families experiencing IPV or IPV/A to resolve relationship dissolution issues. Yet, in the current study, there was evidence, at the level of a statistical trend, that males' reports of higher levels of IPV victimization predicted lower agreement rates. Also, potentially relevant is the finding that males' reports of higher levels of IPV victimization predicted having unresolved issues that needed to be settled by a judge. We did not obtain similar results for female victims. Taken together, these results may suggest that male IPV victims are less willing to come to agreements in mediation and may feel sufficiently empowered during the process to avoid doing so. This would suggest that concerns that IPV/A victims are unable to voice their needs in mediation (Pearson, 1997; Ver Steegh & Dalton, 2008) may not apply to male victims. An alternative interpretation is that male reports of violence do not lead to the same levels of concern and thus mediators and parties may conduct mediation differently with male and female victims. Given uncertainty regarding how to interpret such results, concerns regarding victims remain and require more direct examination. These could include asking the parties whether they felt empowered or fearful during mediation and asking mediators about changes they made in mediation to address reported IPV or IPV/A by either or both parties.

IPV/A AND AGREEMENT CONTENT

Child Custody and Parenting Time Arrangements

Regardless of rates of agreement, it is important to clarify whether agreements reached by parties with a reported history of violence and abuse include provisions and restrictions that would help to ensure safety of the victim. Thus, we also examined a variety of issues frequently included in mediation agreements. The issue that has received the most attention in past research is child custody, as joint or shared custody may increase interaction between parents, either through child exchanges in physical custody or through decision making in legal custody, and thus augment the risk for future violence and abuse (Putz et al, 2012; Mathis & Tanner, 1998). In the current investigation, contrary to predictions, there is evidence that females' reports of IPV and IPV/A victimization increased the likelihood that parties agreed to a joint or shared legal custody arrangement. This may be of concern. On the other hand, when females reported higher levels of IPV/A victimization, mediating parties were more likely to address communication in the mediation agreement and to agree not to disparage or insult each other. Thus, although female victims are more likely to agree to joint or shared legal custody, the parties may also be discussing methods for safe communication.

In contrast with the legal custody findings, males' and females' reports of IPV and IPV/A did not predict the type of physical custody agreed upon. This finding is consistent with the results of previous studies (Beck, Walsh et al., 2009; Putz et al., 2012; Mathis & Tanner, 1998 being an exception). Only one previous study has examined the parenting time arrangements of families with or without a detected history of violence (Putz et al., 2012). Unlike that study, we found that higher levels of reported IPV were associated with a greater number of weekdays and weekend days awarded to the nonresidential parent, usually the father. It is somewhat difficult to interpret these findings. On one hand, perhaps increasingly violent male perpetrators coerce female victims into creating arrangements that award the fathers increased weekday time with the child(ren). On the other hand, perhaps it is positive that children of mothers who perpetrate higher levels of violence will spend more weekend time with their fathers. Perhaps males in violent relationships, whether victims or perpetrators, are better than females at voicing their needs and advocating for parenting time arrangements that reflect their own interests. It is possible that a longer duration of parenting time with the non-residential parent may be a safer alternative for cases reporting violence or abuse as it can decrease the number of child exchanges each week. In the present study, we did not examine number of child exchanges. We encourage future researchers to do so, to facilitate interpretation of findings regarding parenting time arrangements.

This explanation that perhaps male victims are feeling empowered by the mediation process may also inform the finding that males reporting higher levels of female perpetrated IPV and/or IPV/A were more likely to include specific arrangements for weekday, weeknight, weekend day, and weekend night parenting time in their mediation agreement. These current study findings are not consistent with the Putz et al. (2012) study and suggest that male victims may be using mediation as an opportunity to voice their interests and obtain more specified agreements regarding parenting time arrangements.

Specificity of Provisions

The increasing specificity of parenting time among families with greater levels of violence and abuse is consistent with our overall hypothesis that parties reporting higher levels of IPV and IPV/A would be more likely to include specific provisions, as flexible arrangements would allow for increased interaction and negotiations between parties and might lead to conflict. We also found both females' and males' reports of higher levels of violence and abuse increased the likelihood that mediation agreements included specific holiday arrangements and other conditions related to child exchanges (e.g., details concerning instances when parents are not able to follow exchange arrangements); female reports of increasing levels of IPV/A also predicted inclusion of specific provisions regarding child exchanges. These findings suggest that one or both parties in cases with higher levels of IPV or IPV/A victimization may desire negotiating and including specific details of arrangements in their agreements. The findings provide initial support for the proposition that differentiated parenting arrangements for parties with varying levels of violence and abuse should be considered, with greater specification being more suitable for parties with higher levels of partner violence and abuse. The findings support further consideration of the possible development of guidelines regarding what to include in settlements based on level of violence and abuse; as this may be contrary to mediation principles, such policies might be more appropriate in other contexts, such as court or arbitration (e.g., see Jaffe, Johnston, Crooks, & Bala, 2008 for the most detailed example). Also, of possible relevance was the finding that females' reports of male perpetrated IPV was associated with increased page length of the mediation agreement, which might indicate more detailed provisions,[4] although reports of partner violence and abuse did not predict directly a coded level of agreement specificity.[5] Additionally, consistent with a previous study (Putz et al., 2012), some child-related issues (e.g., missed parenting time, summer parenting time) were not more likely to be specified in the agreements of dyads reporting increasing violence and abuse.

Safety Provisions and Restrictions

Advocates of mediation suggest that parties with a history of IPV/A should include safety restrictions and provisions in mediation agreements (Ellis & Stuckless, 2006). Findings suggested that although males indicating greater levels of IPV and IPV/A victimization were more likely to successfully negotiate safety restrictions within the mediation agreement, reported levels of IPV and IPV/A did not predict whether mediating parties agreed to supervised visitation. These results are consistent with those of Putz and colleagues (2012). However, Putz et al. (2012) found that families with IPV were also more likely than families without reported IPV to place restrictions on specified individuals having contact with the child(ren). Unfortunately, we were unable to examine restrictions on child contact as only four parents addressed this issue in agreements. Beck, Walsh and colleagues (2009) examined supervised visitation and restrictions on child contact as a single, combined variable; they found that males and females reporting higher levels of IPV/A were more likely to address these issues in the mediation agreement. However, in both Beck, Walsh et al. (2009) and Putz et al. (2012), these issues were mentioned in few mediation agreements. The current study findings are comparable, as 16% of cases agreed on supervised visitation and only 6% included restrictions on child contact. A related safety concern involves location of child exchanges, based on the notion that parties with a history of IPV/A should choose locations that are secure and public or neutral. As was true in Putz et al. (2012), the hypothesis was not supported. Similar to Putz et al. (2012), we also examined whether reports of IPV and IPV/A predicted the inclusion of counseling referrals in the mediation agreement based on the hypothesis that motioning parties to seek help may prevent future abuse from occurring. Consistent with the findings of Putz et al. (2012), there was evidence that reports of higher levels of IPV victimization (but only male reports) increased the probability that referrals to counseling were included in the agreement.

Child Support

The present study explored several other previously unexamined issues. When females reported greater levels of IPV victimization, the likelihood of agreeing to have neither parent pay child support also increased. This finding may reflect the unique characteristics of our sample, which had significant rates of unemployment and generally low income.[6] When both parents lacked a reliable source of income, they often agreed that neither parent will pay child support. However, among those cases that did agree to pay child support, there was evidence that when females reported increasing levels of male perpetrated IPV and IPV/A, parties were more likely to decide that the nonresidential parent (usually the father) would pay a greater amount of child support than the amount calculated using a state worksheet. In addition, females reporting more IPV/A victimization were also more likely to have child support arrearages addressed in the agreement. Thus, concerns that in mediation female victims of violence and abuse may make financial arrangements that are not in their best interest, due to intimidation by the perpetrator, are not supported, although our findings require replication.

Other Financial Arrangements

We explored other financial issues for the first time. Findings suggest that males and/or females reporting higher levels of IPV or IPV/A were more likely to address a variety of finance-related topics in the agreement, such as children's school and extracurricular expenses, children's college tuition, monetary assets, personal property assets, assets regarding the residence, other assets, credit card debt, vehicle debt, miscellaneous debt, and tax exemption arrangements. There was no consistent pattern as to whether female or male victims were more likely to address these issues. While we do not know the financial outcomes resulting from discussion of these issues, and thus cannot directly answer the concern that perpetrators may intimidate victims into giving up financial

resources, the fact that such issues were more likely to be discussed in cases reporting increasing violence and abuse suggests the importance of such issues in negotiations between parties with a history of IPV/A.

Miscellaneous Issues

Finally, we examined codes pertaining to a number of miscellaneous issues that may be addressed in mediation agreements. Females' reports of higher levels of IPV or IPV/A victimization were associated with an increased likelihood of including in agreements provisions regarding new partners, relocation, and adult children or children from other relationships. These results may provide clues regarding the turmoil present in the lives of mediating parties with a history of IPV/A but also suggest that the parties are willing to use mediation to address these important issues.

IMPLICATIONS, STUDY LIMITATIONS, AND FUTURE RESEARCH DIRECTIONS

Although we have interpreted findings demonstrating meaningful effect sizes, it is important to note that only a few of the findings reached statistical significance. Our small sample size may have contributed to our inability to detect statistical significance in several analyses due to a lack of power.[7] Also, given our interest in examining a wide range of issues, we had multiple codes for mediation agreement content and thus performed a large number of statistical analyses, thereby increasing the probability of encountering significant results simply due to chance. In addition, the findings demonstrated some inconsistent patterns. For example, depending on the outcome variable, sometimes males' reports of violence/abuse victimization predicted agreement content, but sometimes females' reports did so. To examine whether such gender differences were simply a result of multicollinearity (i.e., high correlation between) in male and female reports of violence and abuse, we re-conducted our analyses while altering the order of the predictors entered into regression models (i.e., entering first male reports of victimization followed by female reports and vice versa).[8] Results did not change, suggesting that mediation agreements may indeed differ depending on whether females or males are reporting more victimization. Similarly, depending on the outcome variable, sometimes IPV but not IPV/A predicted the content of agreements while sometimes IPV/A but not IPV did so. While including both IPV or IPV/A scores as predictors was a strength of the study (i.e., previous researchers examined only one variable or the other), with a larger sample, perhaps we could go further to examine subtypes of violence and abuse (e.g., psychological abuse, coercive control) as predictors (e.g., Holtzworth-Munroe, 2011).

The overall pattern of results may indicate that parties with a history of violence and abuse are able to address a wide variety of content areas in mediation and that some family-related issues, such as parenting time and finances, are especially likely to be included in the agreements reached by such families. However, although parties clearly addressed many critical issues that might increase the risk of conflict and violence, there is evidence that other important issues (e.g., missed parenting time, supervised visitation) are not included in their agreements. Perhaps parties are not aware that such issues may affect risk for post-separation IPV/A or that such issues can be addressed in mediation. Alternatively, parties may be aware of these issues but unwilling to negotiate their resolution for a variety of reasons—of most concern, out of a desire to avoid conflict or because they feel intimidated. An equally probable explanation is that perpetrators may refuse to discuss particular topics as part of their pattern of controlling behavior. Such findings lead to the question of whether mediators should specifically raise particular issues to be considered by parties who have experienced high levels of IPV or IPV/A.

As noted, overall, the current study results indicate that mediation may be helping families with a history of violence and abuse form arrangements that attend to their concerns. This conclusion contrasts with findings in previous empirical investigations, which usually failed to show a

relationship between the presence of reported IPV and mediation agreement content. However, it is challenging to conduct a direct comparison of results across studies, as we presented findings that had moderate to large effect sizes but did not reach statistical significance, while past researchers did not report effect sizes, only statistically significant findings. Future researchers are encouraged to provide effect sizes to allow comparisons across studies, including research reviews and meta-analyses, that ultimately will assist in resolving the longstanding debate of whether divorce mediation is an effective and safe process for parties demonstrating IPV/A.

The current study findings are dependent on data collected from one mediation clinic in one location; thus, results may not generalize to other clinics. Given changes in the field of mediation, findings may also vary across time, even at the same mediation clinic, as demonstrated in comparisons between results of this study and those of Putz et al. (2012) and Ballard et al. (2011). Indeed, it is important to realize that the clinic where this study was conducted is located in a law school and the clinic director (coauthor Applegate) has been collaborating with researchers for at least six years to study how to detect IPV/A in mediation settings, leading to the development of the MASIC (Holtzworth-Munroe et al., 2010). Thus, the mediators in this clinic may receive more training in issues regarding violence and abuse than mediators at other clinics. But future research, in other clinics, is needed to directly test that assumption.

Finally, as reviewed above, some of the study findings are consistent with concerns raised about the use of mediation with couples reporting violence and/or abuse. These include the fact that male, but not female, victims appeared less likely to reach agreement, that higher levels of female victimization actually predicted increased probability of shared or joint legal custody, and perhaps the finding that increased levels of violence predicted more child time with the father; in addition, victimization did not predict specification of how to handle some important safety issues such as supervised visitation. Thus, again, further research is necessary before definitive conclusions can be made.

In such work, future researchers should directly study whether parties reporting IPV/A fare better in mediation or in traditional litigation (Putz et al., 2012), using randomized controlled trials to do so (Holtzworth-Munroe, 2011). Future researchers should also examine whether particular arrangements (e.g., structured interparental communication, exchanges at public locations) predicted to decrease interaction between parties and thus reduce the risk of violence actually lead to the expected outcomes. Examination of data should go beyond the coding of mediation agreement to include follow-up assessments of the occurrence and level of ongoing violence and abuse (Putz et al., 2012; Beck, Walsh et al., 2009)). In addition, it is crucial to explore whether mediating parties obey the provisions and restrictions stated within their mediation agreement (Putz et al., 2012), as agreements may include safety provisions but not be followed. In short, while the current study findings are encouraging, many questions still remain regarding the experiences of mediating parties who have a history of violence and abuse in their relationship and what happens to such families after mediation concludes.

NOTES

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1. Note that some researchers have focused on physical violence (IPV), while others have examined abuse more broadly (IPA), and still others refer to both violence and abuse (IPV/A). Indeed, variability in the estimated number of mediation cases with IPV/A may be due in part to differences in the type of violence or abuse examined (e.g., psychological abuse is more prevalent than physical violence) and in the IPV/A screening measure used. A study by Ballard and colleagues (2011) suggests that mediators are much more likely to detect partner violence and abuse utilizing a behaviorally specific screen instead of an interview consisting of broad questions regarding conflict and a review of the case file and court records.

2. The clinic supervisor is the same in the studies conducted by Putz et al. (2012) and Ballard et al. (2011), though student mediators are not.

3. We examined the relationship between the demographic variables and levels of male and female reports of victimization to determine whether it was necessary to control for demographic variables in the main study analyses. The results of these analyses are available from the authors, but only one analysis reached statistical significance: unemployed males reported higher

levels of victimization from physical violence than employed males. Thus, we conducted several of the main study analyses using employment status as a control variable and found slight or no differences in outcomes compared to the results, presented in the text of the results section, that do not control for employment status.

4. Alternatively, increased length of an agreement could indicate that more issues were addressed by the parties, but not that each issue was addressed in more detail or with more specificity.

5. This was the first study of IPV/A to examine a global measure of agreement specificity.

6. We were unable to examine income in the current study, but have done so in previous studies conducted at the clinic.

7. To detect statistical significance at the odds ratio cutoff value we selected (1.90) in this study, power analyses indicated that a sample consisting of at least 175 cases would be required.

8. These analyses can be obtained from the authors.

REFERENCES

Ballard, R., Holtzworth-Munroe, A., Applegate, A. G., & D'Onofrio, B. (2011). Factors affecting the outcome of divorce and paternity mediation. *Family Court Review*, *49*, 16–33.

Ballard, R. H., Holtzworth-Munroe, A., Applegate, A. G., D'Onofrio, B., & Bates, J. E. (2013). A randomized controlled trial of child-informed mediation. *Psychology, Public Policy, and Law*, *19*, 271–281.

Beck, C. J. A., Menke, J. M., & Figueredo, A. J. (2013): Validation of a measure of intimate partner abuse (Relationship Behavior Rating Scale–Revised) using item response theory analysis. *Journal of Divorce & Remarriage*, *54*, 58–77.

Beck, C. J. A., Menke, J. M., O'Hara Brewster, K., & Figueredo, A. J. (2009). The relationship behavior rating scale: Validation & expansion of a revised measure of intimate partner violence. *Journal of Divorce and Remarriage*, *50*, 295–308.

Beck, C. J. A., & Sales, B. D. (2000). A critical reappraisal of divorce mediation research and policy. *Psychology, Public Policy, and Law*, *6*, 989–1056.

Beck, C. J. A., Walsh, M. E., & Weston, R. (2009). Analysis of mediation agreements of families reporting specific types of intimate partner abuse. *Family Court Review*, *47*, 401–415.

Campbell, J. C., Webster, D., Koziol-McLain, J., Block, C., Campbell, D., Curry, M. A., et al. (2003). Risk factors for femicide in abusive relationships: Results from a multisite case control study. *American Journal of Public Health*, *93*, 1089–1097.

Edwards, H. L., Baron, S., & Ferrick, G. (2008). A comment on William J. Howe and Hugh McIsaac's article "Finding the Balance" published in the January 2008 issue of Family Court Review. *Family Court Review*, *46*, 586–591.

Ellis, D., & Stuckless, N. (2006). Domestic violence, DOVE, and divorce mediation. *Family Court Review*, *44*, 658–671.

Emery, R. E., Laumann-Billings, L., Waldron, M. C., Sbarra, D. A., & Dillon, P. (2001). Child custody mediation and litigation: Custody, contact, and coparenting 12 years after initial dispute resolution. *Journal of Consulting and Clinical Psychology*, *69*, 323–332.

Fischer, K., Vidmar, N., & Ellis, R. (1993). The culture of battering and the role of mediation in domestic violence cases. *Southern Methodist University Law Review*, *46*, 2117–2174.

Goodwin, P. Y., Mosher, W. D., & Chandra, A. (2010). Marriage and cohabitation in the United States: A statistical portrait based on Cycle 6 (2002) of the National Survey of Family Growth. National Center for Health Statistics. *Vital and Health Statistics*, *23*(28). Retrieved January 11, 2011, from http://www.cdc.gov/nchs/data/series/sr_23/sr23_028.pdf

Holtzworth-Munroe, A. (2011). Controversies in divorce mediation and intimate partner violence: A focus on the children. *Aggression and Violent Behavior*, *16*, 319–324.

Holtzworth-Munroe, A., Beck, C. J. A., & Applegate, A. G. (2010). The mediator's assessment of safety issues and concerns (MASIC): A screening interview for intimate partner violence and abuse available in the public domain. *Family Court Review*, *48*, 646–662.

Jaffe, P. G., Johnston, J. R., Crooks, C. V., & Bala, N. (2008). Custody disputes involving allegations of domestic violence: Toward a differentiated approach to parenting plans. *Family Court Review*, *46*, 500–522.

Mathis, R. D., & Tanner, Z. (1998). Effects of unscreened spouse violence on mediated agreements. *The American Journal of Family Therapy*, *26*, 251–260.

Milne, A. L., Folberg, J., & Salem, P. (2004). *The evolution of divorce and family mediation: An overview*. New York: Guilford.

Osteen, P., & Bright, C. (2010). Effect sizes and intervention research. [Powerpoint]. Retrieved from http://www.family.umaryland.edu/ryc_research_and_evaluation/publication_product_files/selected_presentations/presentation_files/pdfs/effect%20size%20and%20intervention%20research.pdf

Pearson, J. (1997). Divorce mediation and domestic violence. Final Report. NIJ Award 93-NIJ-CX-0036. Document No. 164658.

Pokman, V., Rossi, F. S., Holtzworth-Munroe, A., Applegate, A. G., Beck, C. J. A., D' Onofrio, B. M. (2014). Mediator's assessment of safety issues and concerns (MASIC): Reliability and validity of a new intimate partner violence screen. *Assessment*, *21*, 529–542.

Putz, J. W., Ballard, R. H., Arany, J. G., Applegate, A. G., & Holtzworth-Munroe, A. (2012). Comparing the mediation agreements of families with and without a history of intimate partner violence. *Family Court Review*, *50*, 413–428.

Tishler, C. L., Bartholomae, S., Katz, B. L., & Landry-Meyer, L. (2004). Is domestic violence relevant? An exploratory analysis of couples referred for mediation in family court. *Journal of Interpersonal Violence*, *19*, 1042–1062.

Tubbs, C., & Williams, O. J. (2007). Shared parenting after abuse: Battered mothers' perspectives on parenting after dissolution of a relationship. In J. L. Edleson & O. J. Williams (Eds.), *Parenting by men who batter: New directions for assessment and intervention* (pp. 19–44). Oxford, UK: Oxford University Press.

Ver Steegh, N., & Dalton, C. (2008). Report from the Wingspread Conference on domestic violence and family courts. *Family Court Review*, *46*, 454–475.

Wissler, R. (1999a). Study suggests domestic violence does not affect settlement. *Dispute Resolution Magazine, 6*(1), 29.

Wissler, R. (1999b). *Trapping the data: An assessment of domestic relations mediation in Maine and Ohio courts.* Columbus, OH: Supreme Court of Ohio.

Wuensch, K. (2009). Cohen's conventions for small, medium, and large effects. Retrieved from core.ecu.edu/psyc/wuenschk/docs30/EffectSizeConventions.doc

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Amy Holtzworth-Munroe (1988 Ph.D. in clinical psychology, University of Washington) is a professor in Indiana University's Department of Psychological and Brain Sciences. She has been conducting research on the problem of IPV for 30 years, including examining the social skills deficits of violent husbands and identifying subtypes of male batterers. In the past almost 10 years, with colleagues at the Indiana University Law School Family and at various courts and mediation clinics (e.g., Marion County Indiana, Washington, DC Superior Court), she has been conducting research on family law, including developing and testing the best methods of screening for IPV in family mediation and conducting research testing the effectiveness of various forms of family law interventions (e.g., different mediation approaches and parent education programs). She is part of a National Institute of Justice–funded research project comparing the outcomes of shuttle mediation, videoconferencing mediation, and return to court (without mediation) for parties who have a history of high levels of IPV.

Amy G. Applegate is a clinical professor of law and director of the Viola J. Taliaferro Family and Children Mediation Clinic at the Indiana University Maurer School of Law in Bloomington. She teaches mediation theory and practice in the clinical law program that she developed at the law school. She and her students also collaborate in research and training with faculty and graduate students from the Indiana University Department of Psychological and Brain Sciences in Bloomington to improve existing alternative dispute resolution processes and develop additional interventions for high-conflict families. She received her bachelor's degree (with distinction in all subjects) in 1978 from Cornell University and earned her J.D. (cum laude) in 1981 from Harvard Law School. She was admitted to practice law in Indiana in 1998 and has been a registered domestic relations mediator in Indiana since 2002. She is also admitted to practice law in the District of Columbia (since 1981) and Ohio (since 1987; currently inactive).

APPENDIX 1

PREDICTING CONTENT OF MEDIATION AGREEMENTS USING IPV/A SCORES

Code		*Total IPV/A Scores*												
			B [SE]			*OR*		*95% CI*		P-*value*				
		n	*M*	*F*	*Constant [SE]*	*M*	*F*	*M*	*F*	*M*	*F*	*Cox & Snell* R^2	*Nagelkerke* R^2	*Model* $X^2[2] =$
Legal Custody														
Legal custody arrangement	Sole/primary mother (0)	12	0.00 [0.68]	1.04 [0.64]	0.16 [0.75]	1.00	2.83	[0.26, 3.80]	[0.80, 10.00]	1.00	0.11	0.06	0.09	0.29
	Joint/shared (1)	35												
Physical Custody														
Physical custody arrangement	Sole/primary mother (0)	38	−0.91 [0.79]	0.46 [0.84]	−1.28 [0.96]	0.40	1.78	[0.09, 1.85]	[0.35, 9.12]	0.24	0.49	0.03	0.05	1.40
	Joint/shared (1)	6												
Parenting Time [PT] [School Year or All Year if not different from summer]														
Weekday arrangement	Specified (1)	48	1.37 [0.68]	0.17 [0.64]	0.30 [0.69]	3.93	1.19	[1.03, 14.93]	[0.34, 4.17]	0.05*	0.79	0.09	0.14	5.32*
	By mutual agreement (0)	11												
Number of Weekdays [in 4 weeks] [M, SD]		3.20, 2.85	—			−1.02	0.19	[−2.62, 0.57]	[−1.23, 1.61]	0.20	0.79	0.04		
Weeknight arrangement	Specified (1)	48	0.67 [0.63]	0.07 [0.61]	0.87 [0.70]	1.96	1.07	[0.57, 6.78]	[0.32, 3.57]	0.29	0.91	0.02	0.04	1.34
	By mutual agreement (0)	11												
Number of Weeknights [in 4 weeks] [M, SD]		1.34, 2.80	—			−1.07	0.83	[−2.50, 0.42]	[−0.54, 2.20]	0.16	0.23	0.06		
Weekend Day arrangement	Specified (1)	49	1.08 [0.68]	0.23 [0.65]	0.56 [0.70]	2.94	1.26	[0.78, 11.15]	[0.35, 4.49]	0.11	0.72	0.06	0.10	3.43
	By mutual agreement (0)	10												
Number of Weekend Days [in 4 weeks] [M, SD]		4.04, 1.59	—			−0.04	−0.29	[−0.91, 0.84]	[−1.09, 0.51]	0.94	0.47	0.01		
Weekend Night arrangement	Specified (1)	48	0.67 [0.63]	0.07 [0.61]	0.87 [0.70]	1.96	1.07	[0.57, 6.78]	[0.32, 3.57]	0.29	0.91	0.02	0.04	1.34
	By mutual agreement (0)	11												
Number of Weekend Nights [in 4 weeks] [M, SD]		3.22, 2.17	—			−0.48	−0.81	[−1.63, 0.68]	[−1.87, 0.25]	0.41	0.13	0.07		
Summer PT														
Was summer PT addressed?	Yes (1)	24	0.39 [0.48]	−0.47 [0.45]	−0.45 [0.56]	1.48	0.62	[0.58, 3.79]	[0.26, 1.52]	0.41	0.30	0.02	0.03	1.42
	No (0)	42												
Holidays														
Were holidays addressed?	Yes (1)	42	0.08 [0.52]	−0.35 [0.50]	0.85 [0.58]	0.94	1.15	[0.38, 2.36]	[0.48, 2.76]	0.90	0.75	0.01	0.01	0.54
	No (0)	24												
What were holiday arrangements?	Specific arrangements (1)	12	0.93 [0.88]	2.01 [0.90]	−2.60 [1.31]	2.54	7.44	[0.45, 14.27]	[1.28, 43.29]	0.29	0.03*	0.22	0.30	8.59*
	By mutual agreement (0)	15												
Other Parenting Time Provisions														
Was missed PT addressed?	Yes (1)	9	0.04 [0.66]	−0.12 [0.62]	−1.76 [0.78]	1.04	0.88	[0.29, 3.77]	[0.26, 3.00]	0.95	0.84	0.00	0.00	0.04
	No (0)	57												
Transportation and Exchanges														
Was transportation addressed?	Yes (1)	21	−0.00 [0.48]	−0.12 [0.46]	−0.64 [0.57]	1.00	0.88	[0.39, 2.58]	[0.36, 2.18]	1.00	0.79	0.00	0.00	0.08
	No (0)	45												
Who provides transportation?	One person (0)	13	−1.30 [1.31]	0.79 [1.21]	−0.04 [0.92]	0.78	1.04	[0.09, 6.47]	[0.14, 7.86]	0.82	0.97	0.05	0.07	1.09
	Shared/split/alternate (1)	8												
Were exchanges addressed?	Yes (1)	26	−0.69 [0.51]	1.31 [0.52]	−1.16 [0.62]	0.50	3.71	[0.19, 1.35]	[1.33, 10.34]	0.17	0.01*	0.11	0.15	7.73*
	No (0)	40												

Where are exchanges?	Neutral/ secure public place (0)	9	0.42 [0.88]	0.15 [1.01]	−1.21 [1.27]	1.52	1.17	[0.27, 8.47]	[0.16, 8.41]	0.63	0.88	0.01	0.02	0.36
	Other (1)	17												
Were there other conditions on exchanges?	Yes (1)	9	−0.41 [0.70]	1.82 [0.91]	−3.13 [1.27]	0.66	6.17	[0.17, 2.61]	[1.03, 36.92]	0.56	0.05*	0.12	0.18	5.30*
	No (0)	26												
Supervised Visitation														
Was PT supervised?	Yes, by third party (1)	10	−0.46 [0.63]	0.07 [0.60]	−1.42 [0.72]	0.63	1.07	[0.18, 2.16]	[0.33, 3.49]	0.46	0.91	0.01	0.02	0.56
	No (0)	56												
Communication Provisions														
Was communication between parents addressed?	Yes (1)	37	−0.12 [0.45]	0.66 [0.44]	−0.45 [0.55]	0.89	1.94	[0.37, 2.15]	[0.82, 4.60]	0.79	0.13	0.03	0.04	2.38
	No (0)	34												
Did parents agree not to disparage or insult each other?	Yes (1)	8	−0.87 [0.70]	0.92 [0.75]	−2.33 [0.93]	0.42	2.51	[0.11, 1.66]	[0.58, 10.84]	0.22	0.22	0.04	0.07	2.51
	No (0)	63												
Did the agreement prohibit fighting or conflict?	Yes (1)	8	−1.14 [0.72]	0.17 [0.68]	−1.38 [0.77]	0.32	1.19	[0.08, 1.31]	[0.31, 4.49]	0.11	0.80	0.04	0.07	2.70
	No (0)	63												
Safety Provisions														
Were safety provisions included?	Yes (1)	8	0.95 [0.78]	−0.64 [0.67]	−2.39 [0.93]	2.59	0.53	[0.56, 11.94]	[0.14, 1.94]	0.22	0.33	0.03	0.06	2.03
	No (0)	63												
Counseling														
Were referrals to counseling addressed?	Yes (1)	9	0.15 [0.67]	−0.14 [0.63]	−1.94 [0.80]	1.17	0.87	[0.31, 4.34]	[0.25, 3.02]	0.82	0.83	0.00	0.00	0.08
	No (0)	62												
Indicators of Agreement Specificity														
Code		***M, SD***	**—**			**B [M]**	**B [F]**	**CI [M]**	**CI [F]**	***P* [M]**	***P* [F]**	**R^2**		
Level of specificity (0-low levels to 2-high levels)		0.42, 0.63	—			0.00	−0.07	[−0.28, 0.28]	[−0.34, 0.20]	0.99	0.61	0.00		
Length of agreement [number of pages]		5.14, 2.55	—			0.14	0.76	[−1.03, 1.31]	[−0.35, 1.88]	0.81	0.18	0.04		
Child Support														
Who pays child support?	Father (0)	23	−0.74 [0.77]	0.07 [0.79]	−0.14 [0.72]	0.66	0.52	[0.16, 2.68]	[0.12, 2.21]	0.56	0.38	0.04	0.05	1.28
	Neither (1)	12												
How much child support paid per week?		51.23, 55.61	—			−15.90	25.50	[−53.45, 21.65]	[−13.60, 64.59]	0.40	0.19	0.05		
Did parents deviate from child support worksheet?	No (0)	14	0.45 [0.83]	−0.82 [0.89]	0.43 [0.83]	1.55	0.44	[0.31, 7.79]	[0.08, 2.51]	0.60	0.36	0.22	0.25	58.21
	Paying more (1)	6	−2.08 [1.24]	3.42 [1.99]	−3.08 [2.00]	0.13	30.44	[0.01, 1.41]	[0.62, 1500.30]	0.09	0.09			
	Paying less/none (2)	13						Reference category						
Were arrearages addressed?	Yes (1)	6	−0.57 [0.98]	0.96 [1.12]	−2.20 [1.09]	.55	3.16	[0.09, 3.50]	[0.37, 27.27]	0.53	0.30	0.02	0.04	0.79
	No (0)	32												
Assets														
Was residence as an asset addressed?	Yes (1)	17	0.17 [0.52]	0.18 [0.51]	−1.49 [0.66]	1.18	1.20	[0.42, 3.31]	[0.45, 3.23]	0.78	0.72	0.01	0.01	0.33
	No (0)	54												
Were vehicles [as assets] addressed?	Yes (1)	19	0.34 [0.51]	0.00 [0.48]	−1.31 [0.63]	1.41	1.00	[0.52, 3.82]	[0.39, 2.58]	0.50	1.00	0.01	0.01	0.49
	No (0)	52												
Were personal property assets addressed?	Yes (1)	15	0.20 [0.56]	0.60 [0.56]	−2.12 [0.75]	1.23	1.83	[0.41, 3.61]	[0.61, 5.45]	0.72	0.28	0.02	0.04	1.71
	No (0)	56												
Were monetary assets addressed?	Yes (1)	7	1.25 [0.89]	0.18 [0.75]	−3.69 [1.20]	3.50	1.20	[0.61, 20.18]	[0.28, 5.22]	0.16	0.81	0.04	0.08	2.80
	No (0)	64												
Were retirement assets addressed?	Yes (1)	12	0.10 [0.60]	0.36 [0.59]	−2.04 [0.77]	1.10	1.43	[0.34, 3.55]	[0.45, 4.53]	0.87	0.54	0.01	0.01	0.51
	No (0)	59												
Were any other assets addressed?	Yes (1)	10	1.45 [0.79]	0.06 [0.64]	−3.37 [1.04]	4.27	1.07	[0.91, 20.14]	[0.30, 3.75]	0.07	0.92	0.06	0.11	4.56
	No (0)	61												
Assets combined [yes]	Yes (1)	24	0.53 [0.48]	0.08 [0.46]	−1.22 [0.60]	1.69	1.08	[0.66, 4.37]	[0.44, 2.64]	0.28	0.87	0.02	0.03	1.46
	No (0)	47												

Debt														
Was mortgage/rent addressed?	Yes (1)	15	−0.09 [0.54]	0.35 [0.54]	−1.59 [0.68]	0.91	1.42	[0.32, 2.64]	[0.50, 4.07]	0.87	0.51	0.01	0.01	0.45
	No (0)	56												
What was mortgage/rent arrangement?	Mother or father pays all (0)	9	0.59 [1.21]	−0.03 [1.19]	−0.91 [1.31]	1.80	0.98	[0.17, 19.13]	[1.00, 10.04]	0.63	0.98	0.02	0.03	0.31
	Share or split (1)	6												
Was credit card debt addressed?	Yes (1)	6	0.34 [0.82]	0.11 [0.78]	−2.80 [1.04]	1.40	1.11	[0.28, 7.01]	[0.24, 5.09]	0.68	0.89	0.00	0.01	0.25
	No (0)	65												
Was vehicle debt addressed?	Yes (1)	8	−0.90 [0.71]	0.13 [0.68]	−1.49 [0.78]	0.41	1.14	[0.10, 1.62]	[0.30, 4.27]	0.20	0.85	0.02	0.05	1.70
	No (0)	63												
Was miscellaneous debt addressed?	Yes (1)	19	0.39 [0.51]	−0.28 [0.48]	−1.09 [0.61]	1.48	0.76	[0.54, 4.03]	[0.30, 1.94]	0.45	0.56	0.01	0.02	0.73
	No (0)	52												
Debt combined	Yes (1)	24	0.04 [0.47]	0.18 [0.45]	−0.88 [0.58]	1.04	1.20	[0.41, 2.60]	[0.49, 2.91]	0.94	0.69	0.00	0.00	0.20
	No (0)	47												
Other Financial Arrangements														
Were school/extracurricular expenses addressed?	Yes (1)	12	−1.18 [0.66]	0.88 [0.66]	−1.46 [0.73]	0.46	2.14	[0.14, 1.49]	[0.65, 7.08]	0.20	0.21	0.05	0.09	3.67
	No (0)	54												
Was college tuition addressed?	Yes (1)	8	−1.31 [0.78]	0.44 [0.74]	−1.41 [0.77]	0.37	1.36	[0.09, 1.49]	[0.36, 5.14]	0.16	0.65	0.05	0.09	3.01
	No (0)	58												
Child costs combined	Yes (1)	46	−0.42 [0.48]	0.36 [0.45]	0.64 [0.56]	0.66	1.43	[0.26, 1.67]	[0.60, 3.45]	0.38	0.42	0.02	0.02	1.13
	No (0)	25												
Who pays health insurance?	Mother (0)	8	0.05 [0.78]	−0.26 [0.80]	−0.80 [0.90]	1.05	0.77	[0.23, 4.81]	[0.16, 3.72]	0.95	0.75	0.03	0.04	64.50
	Father (1)	7	−0.69 [0.82]	−0.23 [0.84]	−0.45 [0.87]	0.50	0.15	[0.10, 2.50]	[0.15, 4.07]	0.40	0.78			
	State (2)	22						Reference category						
Who pays uninsured medical expenses?	Mother pays first 6% (0)	11	0.19 [0.79]	0.89 [0.92]	−0.59 [0.92]	1.54	1.43	[0.37, 6.50]	[0.29, 7.14]	0.55	0.67	0.06	0.07	1.58
	Parents split costs (1)	17												
What were tax exemption arrangements?	Mother gets all (0)	11	0.16 [0.80]	1.53 [0.82]	−0.89 [1.02]	1.18	4.62	[0.25, 5.63]	[0.92, 23.14]	0.84	0.06	0.12	0.17	4.41
	Split/alternate (1)	23												
Miscellaneous Provisions and Codes														
Was relocation addressed	Yes (1)	5	−1.49 [0.92]	1.27 [0.97]	−2.88 [1.22]	0.23	3.57	[0.04, 1.36]	[0.53, 23.85]	0.11	0.19	0.05	0.13	3.84
	No (0)	66												
Did parties agree to return to mediation?	No (0)	29	0.32 [0.45]	−0.26 [0.44]	0.35 [0.55]	1.41	1.37	[0.57, 3.33]	[0.33, 1.82]	0.48	0.55	0.01	0.01	0.66
	Yes, general clause or specific reason (1)	42												
Did the agreement address new partners?	Yes (1)	4	−1.58 [1.03]	0.72 [0.97]	−2.46 [1.14]	0.21	2.04	[0.03, 1.57]	[0.31, 13.61]	0.13	0.46	0.04	0.11	2.71
	No (0)	67												
Did the agreement address other children?	Yes (1)	7	−1.23 [0.78]	0.76 [0.76]	−2.02 [0.91]	0.29	2.15	[0.06, 1.35]	[0.48, 9.50]	0.12	0.32	0.05	0.09	3.06
	No (0)	59												
Any issues left for a judge to decide?	Yes (1)	4	−2.19 [1.19]	0.20 [0.92]	−1.71 [0.95]	0.11	1.22	[0.01, 1.17]	[0.20, 7.38]	0.07	0.83	0.06	0.18	4.52
	No (0)	67												

Note. * $p < .05$

**Statistic could not be computed.

APPENDIX 2

PREDICTING CONTENT OF MEDIATION AGREEMENTS USING IPV SCORES

Code		*Total IPV Scores*												
			B [SE]			*OR*		*95% CI*		P-*value*				
		n	*M*	*F*	*Constant [SE]*	*M*	*F*	*M*	*F*	*M*	*F*	*Cox & Snell* R^2	*Nagelkerke* R^2	*Model* $X^2[2] =$
Legal Custody														
Legal custody arrangement	Sole/primary mother (0)	12	−0.57 [0.77]	1.07 [0.83]	0.92 [0.40]	0.57	2.93	[0.13, 2.56]	[0.57, 14.93]	0.46	0.20	0.04	0.06	2.01
	Joint/shared (1)	35												
Physical Custody														
Physical custody arrangement	Sole/primary mother (0)	38	−19.53 [**]	−0.81 [1.08]	−1.11 [0.43]	**	0.45	**	[0.05, 3.71]	**	0.46	0.10	0.17	5.05
	Joint/shared (1)	6												
Parenting Time [PT] [School Year or All Year if not different from summer]														
Weekday arrangement	Specified (1)	48	0.83 [0.97]	0.36 [0.80]	1.21 [0.38]	2.28	1.43	[0.34, 15.17]	[0.30, 6.89]	0.39	0.66	0.03	0.05	1.93
	By mutual agreement (0)	11												
Number of Weekdays [in 4 weeks] [M, SD]		3.20, 2.85	—			−0.70	1.88	[−2.36, 0.96]	[0.33, 3.44]	0.40	.02*	0.12		
Weeknight arrangement	Specified (1)	48	0.04 [0.75]	0.02 [0.70]	1.46 [0.40]	1.04	1.02	[0.24, 4.50]	[0.26, 4.05]	0.96	0.98	0.00	0.00	0.01
	By mutual agreement (0)	11												
Number of Weeknights [in 4 weeks] [M, SD]		1.34, 2.80	—			−0.94	1.24	[−2.62, 0.74]	[−0.34, 2.82]	0.27	0.12	0.05		
Weekend Day arrangement	Specified (1)	49	0.76 [0.97]	0.27 [0.81]	1.36 [0.39]	2.14	1.31	[0.32, 14.38]	[0.27, 6.39]	0.44	0.74	0.02	0.04	1.43
	By mutual agreement (0)	10												
Number of Weekend Days [in 4 weeks] [M, SD]		4.04, 1.59	—			1.15	−0.58	[0.23, 2.08]	[−1.45, 0.29]	0.02*	0.18	0.12		
Weekend Night arrangement	Specified (1)	48	0.04 [0.75]	0.02 [0.70]	1.46 [0.40]	1.04	1.02	[0.24, 4.50]	[0.26, 4.05]	0.96	0.98	0.00	0.00	0.01
	By mutual agreement (0)	11												
Number of Weekend Nights [in 4 weeks] [M, SD]		3.22, 2.17	—			−0.03	0.37	[−1.37, 1.30]	[−0.88, 1.62]	0.96	0.55	0.01		
Summer PT														
Was summer PT addressed?	Yes (1)	24	0.51 [0.58]	−0.65 [0.58]	−0.51 [0.30]	1.66	0.52	[0.53, 5.15]	[0.17, 1.63]	0.38	0.26	0.02	0.03	1.46
	No (0)	42												
Holidays														
Were holidays addressed?	Yes (1)	42	0.26 [0.57]	−0.19 [0.53]	0.55 [0.30]	1.30	0.83	[0.43, 3.97]	[0.30, 2.32]	0.65	0.72	0.00	0.01	0.23
	No (0)	24												
What were holiday arrangements?	Specific arrangements (0)	12	−0.33 [0.76]	−0.92 [0.74]	0.67 [0.52]	0.72	0.40	[0.16, 3.20]	[0.10, 1.69]	0.67	0.21	0.08	0.10	2.18
	By mutual agreement (1)	15												
Other Parenting Time Provisions														
Was missed PT addressed?	Yes (1)	9	−0.27 [0.81]	0.21 [0.72]	−1.84 [0.43]	0.76	1.23	[0.16, 3.73]	[0.30, 5.01]	0.74	0.77	0.00	0.00	0.13
	No (0)	57												
Transportation and Exchanges														
Was transportation addressed?	Yes (1)	21	0.09 [0.61]	−0.60 [0.60]	−0.62 [0.31]	1.10	0.55	[0.33, 3.61]	[0.17, 1.78]	0.88	0.32	0.02	0.03	1.25
	No (0)	45												
Who provides transportation?	One person (0)	13	−18.26 [**]	0.13 [1.50]	−0.13 [0.52]	**	1.14	**	{0.06, 21.61]	**	0.93	0.19	0.26	4.41
	Shared/split/alternate (1)	8												
Were exchanges addressed?	Yes (1)	26	0.25 [0.55]	0.36 [0.51]	−0.62 [0.31]	1.29	1.43	[0.44, 3.74]	[0.53, 3.92]	0.65	0.48	0.02	0.03	1.37
	No (0)	40												

Code		*Total IPV Scores*												
			B [SE]			*OR*		*95% CI*		P-*value*				
		n	*M*	*F*	*Constant [SE]*	*M*	*F*	*M*	*F*	*M*	*F*	*Cox & Snell* R^2	*Nagelkerke* R^2	*Model* $X^2[2] =$
Where are exchanges?	Neutral/ secure public place (0)	9	0.15 [0.82]	−0.45 [0.80]	−0.51 [0.50]	1.16	0.64	[0.23, 5.81]	[0.13, 3.06]	0.86	0.58	0.01	0.02	0.35
	Other (1)	17												
Were there other conditions on exchanges?	Yes (1)	9	1.33 [0.85]	−0.59 [0.84]	−1.56 [0.49]	3.79	0.56	[0.71, 20.24]	[0.11, 2.86]	0.12	0.48	0.06	0.10	2.74
	No (0)	26												
Supervised Visitation														
Was PT supervised?	Yes, by third party (1)	10	0.35 [0.83]	−1.33 [1.05]	−1.53 [0.39]	1.43	0.27	[0.28, 7.18]	[0.03, 2.08]	0.67	0.21	0.03	0.06	2.27
	No (0)	56												
Communication Provisions														
Was communication between parents addressed?	Yes (1)	37	0.40 [0.54]	0.18 [0.50]	−0.08 [0.28]	1.49	1.20	[0.52, 4.29]	[0.45, 3.20]	0.46	0.72	0.02	0.02	1.31
	No (0)	34												
Did parents agree not to disparage or insult each other?	Yes (1)	8	−0.21 [0.81]	0.53 [0.71]	−2.20 [0.47]	0.81	1.70	[0.17, 3.94]	[0.42, 6.86]	0.79	0.45	0.01	0.02	0.56
	No (0)	63												
Did the agreement prohibit fighting or conflict?	Yes (1)	8	−0.90 [0.99]	0.41 [0.75]	−1.99 [0.44]	0.41	1.50	[0.06, 2.85]	[0.35, 6.45]	0.37	0.59	0.01	0.03	0.95
	No (0)	63												
Safety Provisions														
Were safety provisions included?	Yes (1)	8	0.99 [0.75]	0.30 [0.73]	−2.61 [0.53]	2.69	1.34	[0.62, 11.68]	[0.32, 5.57]	0.19	0.68	0.05	0.10	3.79
	No (0)	63												
Counseling														
Were referrals to counseling addressed?	Yes (1)	9	0.99 [0.77]	−0.83 [0.85]	−2.03 [0.44]	2.68	0.44	[0.59, 12.08]	[0.08, 2.32]	0.20	0.33	0.03	0.05	1.76
	No (0)	62												
Indicators of Agreement Specificity														
Code		***M, SD***	**—**			**B [M]**	**B [F]**	**CI [M]**	**CI [F]**	***P* [M]**	***P* [F]**	R^2		
Level of specificity (0-low levels to 2-high levels)		0.42, 0.63	—			−0.18	−0.38	[−0.51, 0.15]	[−0.38, 0.24]	0.28	0.64	0.04		
Length of agreement [number of pages]		5.14, 2.55	—			−0.21	1.60	[−1.55, 1.14]	[0.30, 2.91]	0.76	0.02*	0.11		
Child Support														
Who pays child support?	Father (0)	23	−0.77 [0.92]	0.71 [0.77]	−0.69 [0.42]	0.47	2.04	[0.08, 2.83]	[0.45, 9.11]	0.41	0.35	0.03	0.04	1.11
	Neither (1)	12												
How much child support paid per week? [M, SD]		51.23, 55.61	—			−15.90	−15.47	−0.49	[−61.43, 30.49]	[−41.66, 40.68]	0.50	0.02		
Did parents deviate from child support worksheet?	No (0)	14	0.05 [0.90]	0.46 [0.89]	0.17 [0.45]	1.05	0.64	[0.18, 6.21]	[0.11, 3.61]	0.95	0.61	0.06	0.07	26.02
	Paying more (1)	6	−0.59 [1.15]	0.94 [0.94]	−1.01 [0.63]	0.56	2.57	[0.06, 5.30]	[0.41, 16.10]	0.61	0.32			
	Paying less/none (2)	13	Reference category											
Were arrearages addressed?	Yes (1)	6	**	**	−1.20 [0.47]	**	**	**	**	**	**	0.13	0.21	5.06
	No (0)	32												
Assets														
Was residence as an asset addressed?	Yes (1)	17	−0.23 [0.61]	0.86 [0.55]	−1.41 [0.35]	0.79	2.37	[0.24, 2.61]	[0.81, 6.90]	0.70	0.12	0.04	0.06	2.77
	No (0)	54												
Were vehicles [as assets] addressed?	Yes (1)	19	0.13 [0.57]	0.52 [0.53]	−1.23 [0.33]	1.13	1.68	[0.37, 3.49]	[0.59, 4.74]	0.83	0.33	0.02	0.03	1.69
	No (0)	52												
Were personal property assets addressed?	Yes (1)	15	−0.89 [0.69]	1.30 [0.59]	−1.58 [0.38]	0.41	3.67	[0.11, 1.59]	[1.17, 11.58]	0.20	0.03*	0.07	0.11	5.13*
	No (0)	56												

Were monetary assets addressed?	Yes (1)	7	−0.86 [0.99]	0.65 [0.75]	−2.24 [0.48]	0.43	1.91	[0.06, 2.95]	[0.44, 8.30]	0.39	0.39	0.01	0.03	1.03
	No (0)	64												
Were retirement assets addressed?	Yes (1)	12	−0.12 [0.69]	0.44 [0.62]	−1.71 [0.39]	0.89	1.55	[0.23, 3.39]	[0.46, 5.18]	0.86	0.48	0.01	0.01	0.54
	No (0)	59												
Were any other assets addressed?	Yes (1)	10	1.68 [0.73]	−0.46 [0.74]	−2.37 [0.49]	5.34	0.63	[1.27, 22.47]	[0.15, 2.68]	0.02*	0.53	0.09	0.16	6.43*
	No (0)	61												
Assets combined	Yes (1)	24	0.44 [0.51]	0.29 [0.54]	−0.91 [0.31]	1.34	1.55	[0.46, 3.88]	[0.58, 4.20]	0.59	0.39	0.03	0.04	2.11
	No (0)	47												
Debt														
Was mortgage/rent addressed?	Yes (1)	15	−0.60 [0.68]	0.62 [0.58]	−1.37 [0.35]	0.55	1.86	[0.15, 2.07]	[0.60, 5.74]	0.38	0.28	0.02	0.03	1.30
	No (0)	56												
What was mortgage/rent arrangement?	Mother or father pays all (0)	9	0.02 [1.25]	−0.37 [1.01]	−0.26 [0.65]	1.02	0.69	[0.09, 11.73]	[0.09, 5.03]	0.99	0.71	0.01	0.02	0.16
	Share or split (1)	6												
Was credit card debt addressed?	Yes (1)	6	−1.16 [1.00]	1.39 [0.75]	−2.71 [0.59]	0.32	4.03	[0.04, 2.24]	[0.93, 17.55]	0.25	0.06	0.05	0.11	3.39
	No (0)	65												
Was vehicle debt addressed?	Yes (1)	8	−1.30 [0.98]	1.14 [0.69]	−2.21 [0.48]	0.27	3.13	[0.04, 1.85]	[0.81, 12.06]	0.18	0.10	0.04	0.09	3.18
	No (0)	63												
Was miscellaneous debt addressed?	Yes (1)	19	0.66 [0.57]	0.10 [0.55]	−1.26 [0.34]	1.93	1.10	[0.63, 5.90]	[0.38, 3.22]	0.25	0.86	0.03	0.05	2.25
	No (0)	52												
Debt combined	Yes (1)	24	0.22 [0.55]	0.23 [0.51]	−0.81 [0.30]	1.24	1.25	[0.43, 3.63]	[0.46, 3.41]	0.69	0.66	0.01	0.02	0.75
	No (0)	47												
Other Financial Arrangements														
Were school/extracurricular expenses addressed?	Yes (1)	12	−0.32 [0.76]	−0.08 [0.68]	−1.40 [0.37]	0.73	0.93	[0.17, 3.19]	[0.24, 3.51]	0.67	0.91	0.01	0.01	0.32
	No (0)	54												
Was college tuition addressed?	Yes (1)	8	−0.31 [0.78]	0.88 [0.69]	−2.25 [0.49]	0.73	2.41	[0.16, 3.40]	[0.63, 9.27]	0.69	0.20	0.03	0.05	1.64
	No (0)	58												
Child costs combined	Yes (1)	46	−0.02 [0.55]	0.01 [0.52]	0.61 [0.29]	0.99	1.01	[0.33, 2.91]	[0.37, 2.79]	0.98	0.98	0.00	0.00	0.00
	No (0)	25												
Who pays health insurance?	Mother (0)	8	0.29 [0.83]	−0.00 [0.83]	−1.12 [0.52]	1.34	1.00	[0.26, 6.82]	[0.19, 5.11]	0.72	1.00	0.17	0.20	27.05
	Father (1)	7	−21.13 [0.00]	1.31 [0.86]	−1.23 [0.56]	**	3.70	**	[0.68, 20.09]	**	0.13			
	State (2)	22	Reference category											
Who pays uninsured medical expenses?	Mother pays first 6% (0)	11	−0.63 [0.85]	0.58 [0.80]	0.43 [0.47]	0.54	1.79	[0.10, 2.81]	[0.38, 8.50]	0.46	0.46	0.03	0.04	0.78
	Parents split costs (1)	17												
What were tax exemption arrangements?	Mother gets all (0)	11	−1.97 [0.46]	2.50 [1.32]	0.76 [0.46]	0.14	12.15	[0.02, 1.22]	[0.92, 160.52]	0.08	0.06	0.17	0.24	6.44
	Split/alternate (1)	23												
Miscellaneous Provisions and Codes														
Was relocation addressed	Yes (1)	5	−1.02 [1.04]	1.36 [0.80]	−2.93 [0.64]	0.36	3.88	[0.05, 2.79]	[0.81, 18.73]	0.33	0.09	0.04	0.09	2.71
	No (0)	66												
Did parties agree to return to mediation?	No (0)	29	−0.17 [0.54]	−0.48 [0.50]	0.58 [0.29]	0.85	0.62	[0.30, 2.42]	[0.23, 1.65]	0.76	0.34	0.03	0.04	1.85
	Yes, general clause or specific reason (1)	42												
Did the agreement address new partners?	Yes (1)	4	0.51 [1.12]	−0.61 [1.22]	−2.81 [0.61]	1.66	0.54	[0.19, 14.85]	[0.05, 5.94]	0.65	0.62	0.00	0.01	0.31
	No (0)	67												
Did the agreement address other children?	Yes (1)	7	−0.33 [0.82]	1.01 [0.72]	−2.47 [0.54]	0.72	2.74	[0.15, 3.55]	[0.67, 11.14]	0.69	0.16	0.03	0.06	1.99
	No (0)	59												
Any issues left for a judge to decide?	Yes (1)	4	1.66 [1.05]	−0.94 [1.13]	−3.27 [−0.74]	5.28	0.39	[0.68, 41.10]	[0.04, 3.56]	0.11	0.40	0.04	0.10	2.50
	No (0)	67												

Note. * $p < .05$
**Statistic could not be computed.