

# Student Handbook

For CHC81115 Graduate Diploma of Family Dispute Resolution (including core units only)

Training Provider
Mediation Institute Pty Ltd



Registered Training Organisation Inspiritive Pty Ltd RTO Code 21178

# **INSPIRITIVE**

Catalysts of exceptional effectiveness

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#### **Contact Information**

# Need Help?

Role / Name	Contact Methods		
Training Manager <b>Tracey Cadman</b>	1300 781 533   Tracey@mediationinstitute.edu.au  Meeting Link: <a href="https://meetings.hubspot.com/tracey-cadman">https://meetings.hubspot.com/tracey-cadman</a>		
General Enquiries	1300 781 533   office@mediationinstitute.edu.au		
Director Joanne Law	<b>0401 293 500   joanne.law@mediationinstitute.edu.au</b> Meeting Link: <a href="https://meetings.hubspot.com/joanne-law1">https://meetings.hubspot.com/joanne-law1</a>		
Trainers	The contact details for the trainers is available on the course home page.		

# **eLearning Access**

Upon enrolment, you will receive an email containing a link and login information, to the email address you provided when you enrolled.

To set or reset your password, click on the "I do not know my password" link.

Course Location: <a href="https://mi.study247.online">https://mi.study247.online</a>

Login name (usually your email):

Password hint:

Student Membership Portal: www.mimembers.au

Login name (usually your email):

#### **Password hint:**

Use the membership portal to register for webinars and other events which are free for members.

#### **About this Student Handbook**

#### Welcome to Mediation Institute Pty Ltd

We're delighted to have you join **Mediation Institute Pty Ltd (referred to in this handbook as Mediation Institute or Mi)**, your chosen place of study.

This handbook is designed to guide you through your rights and responsibilities as a student, as well as provide an overview of the systems and procedures that underpin the vocational training courses we deliver. These courses are offered in collaboration with **Inspiritive Pty Ltd**, a Registered Training Organisation (**RTO Number 21178**) referred to as Inspiritive.

If you are undertaking one of our mediation-focused courses, please consult the Student Handbook – Mediation Courses, available here: <a href="https://www.mediationinstitute.edu.au/mediation-institute-forms/">https://www.mediationinstitute.edu.au/mediation-institute-forms/</a>.

#### **About Mediation Institute**

Since its establishment in 2013, Mediation Institute has been dedicated to providing flexible and accessible pathways for individuals aspiring to become dispute resolution practitioners. In 2017, we proudly became an accrediting body for mediators under the national accreditation system.

Our mission has always been to empower students with innovative, high-quality training that fits seamlessly into their lifestyles. With students and members located across Australia and occasionally overseas, our services are designed to be accessed remotely—all you need is a reliable internet connection.

#### **Collaboration with Inspiritive**

In partnership with **Inspiritive Pty Ltd** (RTO Number 21178), we deliver nationally accredited training programs that meet the highest standards. This collaboration ensures that your educational journey is robust, relevant, and aligned with national qualifications frameworks.

For further insights about Mediation Institute, please visit our website: <a href="https://www.mediationinstitute.edu.au/about-mi">https://www.mediationinstitute.edu.au/about-mi</a>.

# **About Inspiritive**

Inspiritive has been a registered training organisation since 2002. They provide a Graduate Certificate level training in Neuro-Lingunistic Programming and partner with Mediation Insitute for the CHC81115 - Graduate Diploma of Family Dispute Resolution. To find out more about Inspiritive, visit <a href="https://www.inspiritive.edu.au">www.inspiritive.edu.au</a>

Under our agreement, Mediation Institute provides marketing, administration, training and assessment. Inspiritive validates and issues the qualifications.

#### **Vocational Level**

The CHC81115 - Graduate Diploma of Family Dispute Resolution is a Level 8 qualification under the Australian Qualifications Framework (AQF), regulated by the Australian Skills Quality Authority (ASQA). To provide context, a Level 8 qualification is equivalent to a Graduate Diploma or Graduate Certificate, one step below a Master's Degree (Level 9) and two steps below a Doctorate (Level 10).

This course is delivered through a third-party agreement with Inspiritive Pty Ltd (RTO Number 21178). Please note that Mediation Institute is not a Registered Training Organisation (RTO) although works in partnership with Inspiritive to offer this nationally accredited program.

You can find full details of the qualification here - https://training.gov.au/





#### Full Qualification or Core Units?

The CHC81115 - Graduate Diploma of Family Dispute Resolution is the post graduate qualification needed to apply to the Australian Attorney Generals Department to register as a Family Dispute Resolution Practitioner.

Some people who have a specific degree in law, social work, psychology and similar may be eligible to apply for registration with just the 6 core units from the 10 unit qualification.

This option to only complete the core units also applies for people who are nationally accredited mediators NMAS / AMDRAS although in their case they must maintain their national accreditation at all times for their registration as a FDRP to remain valid. We recommend completing the full qualification if you are in this category as then your FDR registration will be unconditional.

Find out about the full requirements for registration here - <a href="https://www.ag.gov.au/families-and-marriage/families/family-dispute-resolution/becoming-family-dispute-resolution-practitioner">https://www.ag.gov.au/families-and-marriage/families/family-dispute-resolution-practitioner</a>

The qualification has pre-requisites and a 50 hour work placement requirement. Please see the course webpage or course guide for full details or contact us if you have any questions. <a href="https://www.mediationinstitute.edu.au/chc8115-grad-dip-family-dispute-resolution/">https://www.mediationinstitute.edu.au/chc8115-grad-dip-family-dispute-resolution/</a>

#### **Mediation Institute**

**Our purpose:** Is to prevent abuse and violence by training and supporting dispute resolution professionals to help their clients to resolve disputes effectively.

Our approach: We value innovation, support, quality, flexibility and accessibility.











Our team works remotely, which means we don't have a public office. This approach helps us reduce waste, travel and other unnecessary costs. We're also proud signatories to the World Mediators Alliance - Mediators Green Pledge <a href="https://womacc.org/take-the-green-pledge/">https://womacc.org/take-the-green-pledge/</a>

#### **Acknowledgement of Country**

We want to acknowledge Aboriginal and Torres Strait Islander peoples as we operate on their unceded land.

We are committed to combating racism and the lasting impact of colonisation and associated government policies, recognising the generational trauma that continues to affect many First Nations families today. We also celebrate the significant contributions of Indigenous peoples in Australia.

Mediation Institute has welcomed many First Nations students and members. We aim to be a safe and supportive environment where knowledge can be shared and learned.

# **Personalised Support for Students**

We offer a flexible learning environment. There are no compulsory student training sessions as all theory is provided through our learning management system and video recordings. We encourage you to attend our regular webinars, which cover a wide range of topics, but attendance is optional.

Role-play attendance is required, but you can choose the times that work best for you and sign up accordingly.

We're here to offer additional support if you need it or if we notice you are having difficulty with any part of the course.

For written activities, you'll be working with the assessor, and for everything else, you can reach out to our training manager, Tracey, who will refer you as needed.

# **Study Timelines**

The CHC81115 - **Graduate Diploma of Family Dispute Resolution** consists of **10 units of competence.** 

We estimate it will take 30 days to complete each unit. However, we understand that progress may vary. Personal circumstances like prior experience, work or family commitments, and health can affect how quickly you move through the course.

If your assignment deadlines extend beyond the 30-day mark, don't worry—we're flexible. You'll have an additional month to complete any unit you need more time for. This flexibility ensures you can progress at a pace that suits you, without unnecessary stress.

On the other hand, if you finish a unit earlier than expected, you can immediately move on to the next one, keeping your momentum going. Our goal is to support your success while accommodating your individual needs.

#### Estimated time to complete

Based on 30 - 60 days per unit and expectations of this level of training allow for 10 to 20 months for the full qualification and 6 - 12 months for the 6 core units.

#### **Time Commitment**

As for weekly commitment, part-time students should set aside 10 to 20 hours, while full-timers will need 30 to 40 hours. This includes time for webinars, videos, reading, research, assignments, and role plays.

The 50-hour work placement can be completed in one go or spread out, depending on your schedule and placement provider.

You'll have a full 24 months from your enrolment date to complete the course. If you need to extend beyond that, you may need to pay a continuation fee. You can find more information in the Fees section of this handbook.

# **Pausing Your Course Progress**

We understand that sometimes life circumstances change, and you may lose focus on completing your course. If you find yourself in this situation, please contact us as soon as possible. We can discuss your options, including the possibility of pausing your studies and resuming at a later date.

# **Discontinuing Your Studies**

If you choose to discontinue your course without notifying us and fail to respond to our attempts to contact you, your enrolment may be suspended and eventually cancelled. To avoid this, please ensure your contact details are always up to date.

#### **Units and Timelines**

Students are enrolled into training cohorts with the time estimates based on 30 days from the middle of the month e.g. 15th January to 12th Feburary. If you complete sooner, you can move on to the next unit.

Unit	Time	Extension Requests	
CHCFAMoo1 (family law system)	30 days	You can request to be moved to the next training group*	
CHCDFVoo8 (Family Violence)	30 days	You can request to be moved to the next training group*	
CHCDSP (cluster of 3 units)	90 days + work placement	You should not need 90 days for the theory and role plays. We can extend if you are on a slower format work placement.*	
CHCFAM002 (child focused)	30 days	You can request to be moved to the next training group*	
CHCFAM007 (parenting arrangements)	30 days	You can request to be moved to the next training group*	
CHCDFV007 (work with users of violence)	30 days	You can request to be moved to the next training group*	
CHCDFV012 (make safety plans)	30 days	You can request to be moved to the next training group*	
CHCPRP006 (lead own professional development)	30 days	You can request to be moved to the next training group*	

<sup>\*</sup>You can request 1 extension of 30 days per unit or contact us about suspending your course for a period of time.

# **Recognition of Prior Learning (RPL)**

RPL is an alternative assessment process that acknowledges your existing skills and knowledge obtained from formal or informal learning and workplace experience. RPL potentially eliminates the need for further training or our standard assessments.

Receiving RPL means you could be able to provide alternative evidence and you may gain a Statement of Attainment for units based on the evidence you provide.

To receive RPL credits, you must provide evidence of competence that is:

- Authentic
- Valid
- Reliable
- Current (not more than a year or two old)
- Sufficient

The process of RPL involves gathering evidence and making a judgment on whether your previously learned and currently applied skills and knowledge meet the unit requirements.

Many of these forms of evidence may not be sufficient on their own, but when combined, they provide a strong case for competence.

Mi and Inspiritive reserve the right to require candidates to undertake practical assessment activities to confirm current competence.

Recognition of Current Competency (RCC) and Credit Transfer are awarded when you already hold an equivalent unit of competence. All training providers must recognise and give full credits at no cost for a completed unit of competence if they are current and equivalent.

Please note that due to the different education systems involved, we are not permitted to recognise non-VET higher education courses.

RPL is available to any student; however, we can't offer RPL for units or qualifications not on Inspiritive's scope of registration. We recommend applying for RPL before starting a training program to avoid unnecessary training and provide a more efficient route to recognition of competence.

RPL can only be awarded for entire Units of Competence. To learn more visit: <a href="https://www.mediationinstitute.edu.au/rpl-recognition/">www.mediationinstitute.edu.au/rpl-recognition/</a>

#### **Enrolment**

**Enrolment Process:** After receiving your enrolment form, we'll review the details to ensure everything is in order. This process may take 2–3 business days. During this time, we may discuss your language, literacy, and numeracy proficiency, technology requirements, eligibility (including prerequisites), payment plans, and career goals. Once everything is clarified, we'll proceed with your enrolment.

**Confirmation:** We'll send you a Confirmation of Enrolment document and links, including to this document. Signing it will confirm your enrolment.

**Invoicing:** We'll issue an invoice for the course fees, payable via monthly instalments (Visa, Mastercard, or bank transfer) or upfront if covered by an organisation/business.

**Orientation:** Once payment is confirmed, you'll be enrolled in your first unit with details on group orientation and the option for a one-on-one session.

# Language, Literacy and Numeracy (LLN)

This postgraduate-level course requires a strong grasp of English, literacy, communication, and interpersonal skills. Clear English communication is essential for course assessment activities.

If you need language, literacy, or numeracy (LLN) support, please indicate this during your enrolment application. Minor assistance may be provided by a trainer or staff member, as arranged by the Director of Studies. For more substantial needs, we recommend seeking support from a specialist organisation like TAFE and enrolling in our program once these foundational skills are established.

If your communication skills are not ready for the course and you decline LLN support, we may not proceed with your enrolment.

To ensure your LLN level is sufficient and support your success, we will:

- Evaluate previous qualifications and/or assess your LLN skills during enrolment.
- Refer you to external LLN support services if required.
- Offer numeracy help if needed (including a free beginner's Excel course).
- Discuss extensions to complete the training program if necessary.

# **Student Membership and Webinars**

As a student, you are eligible for student membership, which allows you to attend our regular group supervision sessions and webinars at no additional cost. Please feel free to join when you are able.

To apply for student membership, visit our members portal at <a href="https://www.mimembers.au/mistudents">www.mimembers.au/mistudents</a>.

# **Privacy**

At Mediation Institute we're committed to protecting your privacy and complying with the requirements of the Privacy Act 1988 and Australian Privacy Principles.

Here is what you need to know:

- Your name will be visible to your fellow students on shared documents and in your course. Contact us if this is of concern we could use a pseudonym.
- You can email other students through the course inbox, but your email address
  is only known to the training team unless you choose to share it. Ensure you
  only use this feature for course-related communication.
- Sometimes, we use role-play recordings in training. We won't share them publicly without your express permission, which can be verbal or written.
- We ask for a photo for your course profile. If you prefer not to share one, you can upload any avatar you feel represents you.

# We record webinars and role plays:

Webinars and role-plays are recorded.

- Webinars may be shared publicly or limited to members only.
- Role-play recordings are generally kept for a limited period of time for assessment reviews or feedback.
- In some cases, we may use a role play in training. They will not be made available to the public without express permission which may be obtained verbally on the recording or in writing.

You have the right to restrict the use of your image or voice. If you have any concerns about this, please get in touch with us.

By enrolling in a course with Mediation Institute, you agree to our terms.

If anything makes you uncomfortable, please let us know.

If you have any privacy concerns, don't hesitate to speak with a member of our team.

# **Learning Approach**

#### Learner Focused

We believe the true value of training is in how effectively it supports your learning. If you're dedicated to your studies, we're here to support you in becoming a skilled FDR Practitioner.

#### Recognising and valuing life experience

Learning and developing new skills can happen in many different ways—through formal training, on-the-job experience, and other activities. Explore the Recognition of Prior Learning (RPL) section for information on assessing your eligibility for RPL or to earn credit from previous studies. If you think a specific task is redundant due to your prior knowledge, please reach out! We are open to using alternative evidence to acknowledge your expertise.

#### Welcoming Tech & AI: A Gentle Reminder.

We're lucky to live in a time where technology brings learning to us through online learning. But we also recognise the importance of personal interaction, with the opportunity to question and share ideas. Our course designers accommodate various learning styles, needs, and schedules for each student.

We schedule a 30-day time period for each unit with easy options for an extension if needed. This flexibility allows for holidays and unexpected life events, minimising disruption. If you move through a unit quicker than that you can move on to the next unit.

Our online discussions, webinars and group sessions offer human interaction, supplemented by role plays throughout the course.

While artificial intelligence tools are excellent for gathering resources and summarising information, we encourage you to use them as aids rather than relying on them to do your learning for you!

As FDR practitioners, it's vital to understand our roles, responsibilities, and the family law and family violence frameworks we work within. You won't have the luxury of consulting your AI tool while delivering real-time FDR services.

Our course is carefully crafted to assess your knowledge and skills, primarily via live role plays, ensuring your true abilities can shine through.

These role plays are conducted through video mediation, helping you to develop your skills in delivering services remotely. We'll assist you in mastering any necessary technology skills.

# **Vocational Training Privacy**

**Personal Information Retention**: Both Mi and Inspiritive will safely store personal information about you related to your enrolment. This includes your personal details, ethnicity, individual needs, and educational background as required by the National Vocational Education and Training Regulator Act 2011 and the Standards for Registered Training Organisations (RTOs) 2015 for VET courses as amended.

Information Storage: Your personal information may be held in both our computer systems and physical filing systems. We gather information through your enrolment form, administrative forms, and training activities. Mediation Institute operates primarily digitally and rarely keeps physical copies of student information. Any printed documents are digitised if necessary and shredded when no longer needed. Digital records are securely stored and guarded with virus protection software and firewall protection. Our software solutions include Microsoft Office 365.

**Record Retention**: Inspiritive is required to securely retain your personal details for 30 years from your enrolment date. This ensures your participation in accredited training is recorded for future reference and allows you to obtain a record of your outcomes if needed.

**Legal Obligations**: Occasionally, we must share student information with government agencies such as the National Centre for Vocational Education and Research or the Australian Skills Quality Authority.

**Consent to Share Information**: In all other instances, both Inspiritive and Mi will seek your written consent before sharing your information. We will not disclose your information to anyone without your written instructions. If you wish others to access your private information, you must authorise this access.

**Access to Your Information**: You have the right to access the information Inspiritive and Mi hold about you. Instructions on how to access your records are provided in the section titled "Access to your records".

**Concerns and Complaints**: If you have concerns about how your personal information is managed, please inform our staff and discuss your concerns. You are also encouraged to make a complaint directly to us using our internal complaint handling process outlined in this handbook.

**Privacy Complaints**: Under the Privacy Act 1988, you have the right to lodge a complaint to the Office of the Australian Information Commissioner (OAIC) about the handling of your personal information. More information about making a privacy complaint can be found on the OAIC website:

www.oaic.gov.au/privacy/privacy-complaints

# Mi's Commitment to Safety

We're committed to providing a safe environment for all students and staff under the Work Health and Safety Act 2011 and our moral responsibilities.

Here are some guidelines to ensure safe practices help you maintain safety, whether you're training from home or on-site at a FDR service or other location:

- **Emergency Plans**: Familiarise yourself with the emergency response and evacuation plans if you're participating in an in-person work placement. An orientation should include safety provisions if this doesn't happen, feel free to raise the issue.
- **Safety First**: Always prioritise safety. Avoid activities that could risk injury to you or others, even if someone in authority instructs you to do so. This is something to remember when you are undertaking your work placement and associated risk screening with potential clients.
- **Personal Responsibility**: Take ownership of your actions but if you volunteer to engage in activities that may pose a risk please seek assistance.
- Report Hazards: Let training staff know about any potential dangers, accidents, or near misses.
- **No Alcohol**: Keep training and assessment activities alcohol-free.
- Keep It Tidy: Keep your training and assessment area clean and organised.
- Ergonomics: Think about your work area safety. Worksafe provides resources for working from home that might be helpful.
   <u>www.safeworkaustralia.gov.au/safety-topic/managing-health-and-safety/working-home</u>
- Report any accidents: If an accident happens during a work placement or training event, first aid will be given and the incident recorded in the injury register once any immediate safety issues have been addressed.
- Mental Health and Wellbeing: Your mental health is just as important as your physical safety. If you're feeling overwhelmed or stressed, please reach out to our support services. We offer assistance with training deadlines and can refer you to counselling resources to help you manage your wellbeing.
- **Confidentiality and Respect:** Maintain confidentiality and respect for all participants during training and role plays. This ensures a safe and supportive learning environment for everyone.
- **Use of Technology:** Ensure that your use of technology during training is secure and does not compromise your safety or the safety of others.

#### Assessment

Assessment is a process where we gather evidence of your skills, knowledge, and attributes, matching them to the qualification requirements. We use multiple techniques to collect this evidence.

This includes written questions, direct observation, structured activities, third-party feedback, portfolios and reviewing documents created during the course. This approach ensures that we gather evidence from various sources to confirm your competence.

#### **Fairness**

We are committed to maintaining an environment that is free from discrimination and harassment.

All our staff members, including contractors, know we won't tolerate discrimination or harassment under any circumstances. If such behaviour is found, the staff member involved will face disciplinary action.

Suspected criminal behaviour will be immediately reported to the police.

As a student, you can expect fair and friendly behaviour from our staff. We follow the complaint-handling procedures advocated by the Australian Human Rights and Equal Opportunity Commission (HREOC).

#### **Assessment Task Information**

Details about specific assessment tasks can be found in the Learning Management System (LMS). Our course assessments are a mix of Quizzes, Written Knowledge Assessments, Activities such as Research Reports, Case Studies and Projects, Observation of Practical Tasks and a workplace Journal of Practical Tasks with third-party sign-off.

For more information about the course assessment requirements, please refer to our Course Information or Course Guide <a href="https://www.mediationinstitute.edu.au/chc8115-grad-dip-family-dispute-resolution/">www.mediationinstitute.edu.au/chc8115-grad-dip-family-dispute-resolution/</a>

#### Re-Assessment

If you are assessed as not yet competent, we'll provide you with detailed feedback (verbal and/or written) and asked to re-submit. If the skills and knowledge gaps relate to role plays, you will have the opportunity of additional mentoring and re-assessment.

You can attempt any assessment up to 3 times at no extra cost. Refer to the fees and charges for the cost of additional role play assessments.

# **Role Play Expectations**

- Roleplays Online: Role-plays are a safe space for you to practice new skills. They require honesty and openness from all participants.
- Realistic Client Roles: If you're acting as the "client", strive to provide an authentic experience to aid your colleagues' learning. Please stick to your role without overdoing it. The scenarios are designed to be mediatable; refrain from adding unnecessary conflict or new facts that will cause disruption.
- **Respect**: Treat other learners and trainers with respect during role-plays. Maintain professional behaviour as you would in a workplace setting.
- Conduct: Unprofessional or disrespectful behaviour towards mentors or during role-plays is not tolerated. Reports of such behaviour may lead to disciplinary action, and the continuation of such behaviour could lead to suspension of your studies until issues are resolved.
- **Trainer Authority:** Trainers may pause or stop a role play at their discretion if they feel it is inappropriate to continue for any reason.

#### **Feedback**

- **Practice and Review**: Learning new skills requires practice and feedback to correct any issues. We encourage you to record and review your role-plays along with the written feedback that will be provided to you.
- **Group Setting**: Feedback is given at the end of the role-play to maximise learning for all. If you find this too challenging, you can request a private feedback session with your trainer.
- **Coaching**: Your trainer may ask if you would like dynamic coaching during learning role plays. Even if you have requested feedback at the end of the role play, they will interrupt you with coaching support if they feel it is necessary. Coaching is not permitted during assessment role-plays.
- **Feedback Amount:** When you are learning mediation skills, there may be significant adjustments you need to make to how you engage with clients compared to other roles. Trainers will focus on the most relevant areas for improvement based on your progress and highlight any overall competencies demonstrated. Full feedback will be provided via the assessment tool. We aim to keep the volume of verbal feedback below the level of overload but still ensure that you have full information about areas to work on!
- **Open-Mindedness**: Feedback aims to support, encourage, and develop your skills. Be receptive to both praise and constructive criticism, putting aside ego and negative self-perceptions. Being overly self-critical or resistant to feedback can impede your learning.

# **Student Expectations**

As a learner with the Mediation Institute, you're part of creating a safe and cooperative educational environment. By joining our training programs, you're agreeing to adhere to our guidelines.

# **Guidelines for a Positive Learning Environment**

- **Teamwork:** Let's work together with a genuine intention to learn. Engage actively, applying the active listening and questioning skills you're learning to the learning process. Maintain open communication.
- Integrity and Respect: This means no plagiarism or dishonesty, such as AI-generated responses or claiming work you did not do. We aim to create a safe space for everyone, free from offence or harm. If you happen to encounter any disrespectful behaviour, we encourage you to report it to a trusted staff member.
- Inclusive Participation: we aim for a positive and harmonious learning environment. It's important to demonstrate the same level of professionalism you'd expect in your role as a FDRP, regardless of differing beliefs or backgrounds.
- **Commitment to Group Work:** Commitments, particularly those involving group activities, should be made and honoured. We've noticed issues with attendance in role-play sessions and have implemented strategies to ensure everyone shows up as agreed.

# **Role-play Commitments and Expectations**

Role-plays are an essential part of your training, and your participation is important.

# **Learning Experience**

- **Skill Development:** Role plays are designed to help you practice and refine your skills in a controlled, supportive environment. Missing these sessions can hinder your progress. You can't complete your course without doing the role-play components.
- **Real-World Preparation:** Consistent participation in role-plays prepares you for real-world scenarios where reliability and punctuality are essential.
- **Professional Standards:** As future Family Dispute Resolution (FDR) practitioners, it's important to demonstrate professionalism. This includes being reliable and punctual, which are key attributes in any professional setting.
- **Commitment to the Course:** Regular attendance shows your commitment to the course and your future career. It reflects your dedication to becoming a competent and reliable practitioner.

# **Respect for Peers**

- **Team Effort:** Role-plays often involve multiple participants. Your absence can disrupt the session and affect the learning experience of your peers.
- **Mutual Respect:** Respecting your peers' time and effort by attending scheduled role-plays fosters a positive and supportive learning environment.

# How to notify us if your availability changes

- If you are feeling unwell in the days leading up to a scheduled role-play, it's better to withdraw and let us know sooner rather than later.
- Try to find a replacement role player if you can by letting other students know about the vacancy you create.
- NEVER remove your name from a scheduled role play without giving notice.
   This will be treated as a no-show and may result in disciplinary action. Please follow the appropriate process to let us know and help keep disruption to a minimum.

If you know, you'll be unavailable more than 2 working days before the roleplay.

- 1. Alert your Trainer and any other role players by email via the course inbox, making sure to cc office@mediationinstitute.edu.au
- 2. Inform fellow students by emailing your course about the available spot, along with the date, time, and role (whether you were the mediator or client).

If you only know you'll be unavailable less than 2 days before the role-play Only cancel if absolutely necessary.

- 1. Email the mentor, other role players and office@mediationinstitute.edu.au as soon as possible via the course inbox.
- 2. Send a text to the mentor to let them know.
- 3. Try to find a substitute role player by sending an email to all students.
- 4. Complete the Student Non-Attendance Form Student Non-Attendance Form as soon as possible after you have not attended a scheduled role play.

If your absence is unavoidable, there will be no further action. But, be aware that not completing the form, just removing your name from the scheduler or having an unacceptable reason for your absence may result in disciplinary action.

# Forgot about a scheduled role play?

We've had too many incidents of students forgetting or having weak excuses for their absence.

# When you schedule a role play:

- 1. Immediately enter the details into your regular calendar date, time, Mentor, Mentor's phone number, zoom address, role-play type and scenario.
- 2. We advise you to set reminders in your calendar system:
  - 3 days before the role-play, particularly if you're scheduling well in advance.
     This gives you time to let us know if your situation changes.
  - 30 minutes before the role-play, make sure you're prepared with water, a notepad, your scenario and any required tools (if you're the mediator).

It is your responsibility to attend role-plays, and we expect you to take ownership of your participation.

# **Disciplinary Action**

We value a learning environment that's positive, comfortable and safe for everyone. As such, students who disrupt this environment or jeopardise the safety of others may be subject to disciplinary procedures. This includes those who consistently fail to fulfil their group work commitments (such as role plays).

- Level 1: Verbal warning and notation in student's record.
- Level 2: Written warning or a Behavioural Agreement outlining expected behaviour.
- Level 3: Counselling or other support to manage behavioural issues. If the student was enrolled by an employer, the employer may be informed about the issues.
- Level 4: Temporary suspension or exclusion from group activities pending suitable external support or treatment. Alternative arrangements may be required for students who repeatedly fail to meet role-play commitments.
- Level 5: Dismissal from the course without refund.

The nature of the unacceptable behaviour will determine the severity of disciplinary action.

Alternative arrangements regarding role-plays may be that you are required to observe rather than participate as a role player. You may be required to organise your own role-players and record the role-play for later assessment.

Actions that endanger students, trainers or clients may result in immediate level 4 or level 5 disciplinary action.

We urge you to be familiar with community expectations, obligations regarding forms of unlawful discrimination or harassment, occupational health and safety and FDRP obligations, including confidentiality and privacy provisions.

The policies and procedures in this Student Handbook are subject to regular review and may change during your enrolment. If changes occur, the updated provisions will apply.

Changes will be communicated via an announcement from the Learning Management System, indicating that the Student Handbook has been updated and where to locate the current version.

# **Behavioural Agreements**

A behavioural agreement outlines the conduct expected of a student, contractor or staff member.

We adopt a consultative approach with the person subject to a Behavioural Agreement to ensure they fully understand the expectations and the implications of breaching their Behavioural Agreement.

# **Fees and Charges**

The current course fees can be found on our Course Information page at - <a href="https://www.mediationinstitute.edu.au/chc8115-grad-dip-family-dispute-resolution/">www.mediationinstitute.edu.au/chc8115-grad-dip-family-dispute-resolution/</a>
This course is GST Free.

You will need to make a payment in advance, with the first instalment due before your training begins.

Business entities can make a single payment in full, while students without an ABN can pay up to \$1,500 per month.

#### **Student Substitutions**

For employer-sponsored training, we can consider student substitutions. Please put the request in writing at least 2 working days before the course begins. The new student must fulfil all enrolment criteria.

If a substitution is requested after the student has enrolled, generally, the cancellation and refund of fees paid in advance would apply.

#### **Leave of Absence**

If you need a break, you can request a leave of absence for up to 12 months.

We aim to issue a Statement of Attainment for any completed units before the Leave of Absence. If this is not possible, additional work may be needed to ensure your skills and knowledge remain current.

#### **Procedure**

- 1. Fill out the Study Deferral Request Form <a href="https://share.hsforms.com/1mdgOUxWXSjSiWGx-\_w8JRQck5jz">https://share.hsforms.com/1mdgOUxWXSjSiWGx-\_w8JRQck5jz</a>
- 2.We'll suspend your course and add you to our list of students on leave. If you have instalments outstanding, they can be deferred until you reinstate.
- 3. Near the end of your leave, we'll check in to organise your return.

Please keep us updated on any changes to your contact details so we can get in touch when your course is about to resume.

# **Additional Assessment Requirements**

In some cases, like if a student needs more than three attempts at a role play assignment or there's been a significant delay in unit completion, additional fees may be required. The current fee for role-play mentoring is \$200 per session.

# **Changes to Fees**

Course fees may be changed without prior notice before enrolment. However, if an enrolment form has been completed, we guarantee the course fee for 30 days from the application date.

Once you've enrolled and paid your first instalment, your fee will remain unaltered for the expected duration of your course.

Should you choose to extend your studies beyond the standard 24 months (or 36 months with a Leave of Absence), we may need to ask for the difference between the original fee and the current one.

#### **Additional Information**

Students who complete one or more units before withdrawing or cancelling their studies will receive a formal Statement of Attainment at no extra cost.

Keep in mind, this is only provided the student has fully paid for the tuition related to the units of competency to be shown on the Statement of Attainment and provided all necessary evidence of competence.

Certain circumstances, like clustered units requiring work placement evidence, may make this impossible.

Course credentials, awards, statements of attainment, and transcripts will not be issued to students who are in breach of the training agreement.

Please note that we do not guarantee job placement or employment post-course completion. You may find opportunities posted in our forum: <a href="https://www.mimembers.au/forum/job-board">https://www.mimembers.au/forum/job-board</a>

This written agreement and the availability of complaints and appeals processes do not affect the student's right to seek action under Australia's consumer protection laws.

#### **Facilities**

This course is conducted fully online. Mediation Institute supplies a learning management system for all coursework and coordinates assessments. Skills development occurs through video mediation role plays supplemented by work placement. Please note that we do not have a physical campus.

# **Monthly Instalments**

You can pay your monthly instalment by direct debit from a credit or debit card or bank transfer.

**Direct debits**: If a direct debit doesn't go through, we might try again. Any bank fees that come up are your responsibility.

**Bank transfers:** If a bank transfer payment is going to be difficult for you, let us know as soon as possible. We're here to help figure out an alternative plan.

**Unpaid fees:** Remember, not paying your fees could result in us having to suspend your course access.

#### Missed a Payment? Here's the Plan:

- 1. Please contact Mi as soon as you know about the issue so we can sort out another payment arrangement.
- 2. We'll send you an account statement and payment request as soon as we are aware of the missed payment.
- If you do not respond and make good the missed payment or request a Leave of Absence within 30 days, your course may be suspended.
- If the payment plan is not resumed within 60 days and you do not request a Leave of Absence, your course may be cancelled.
- If you have completed any units of competence, you will be issued a statement of attainment for the units completed if your enrolment is cancelled due to non-payment and you have already paid for those units.

Even if we don't suspend or cancel your enrolment within these time frames, we still reserve the right to do so at a later time.

# **Working with Children and Police Checks**

Mediation Institute does not provide training to people under 18.

During your work placement, you may need to arrange a Working with Children Check or a police check.

To register as an FDR Practitioner, a current Working with Children card and a police check (dated within the last 4 months) may be required.

If you have any criminal convictions, we recommend consulting the Attorney General's Practitioner Registration Unit before enrolling in this course.

# **Course Continuation Policy**

#### Mediation Institute's Stance

The Qualification and Core Units are designed to be completed in 10 and 6 months, respectively, with an additional grace period of equal length for each.

- If your enrolment extends beyond 24 months, a continuation fee may be required to keep your course active beyond the start of the subsequent calendar year. The current fee is \$200.
- An adjustment fee may apply if the course fee has increased since your enrolment, helping to bridge the gap between your original payment and the current fee.
- This gap fee is waived if you've requested a leave of absence, which can be granted for up to 12 months.
- Your enrolment might be discontinued:
  - If you've been enrolled for more than 24 months (or 36 months with a leave of absence), and the continuation and/or gap fees remain unpaid.
  - If you have not actively participated in the course for more than 3 months without informing us and do not respond to our emails regarding your lack of progress.
  - If your payment instalments are overdue and unresolved 60 days after the failed payment. We do have alternative options like a leave of absence of up to 12 months for those confronted with financial difficulties.

# Cancellation by the Student

Please provide written notice if you want to cancel your course. You can do this by completing the <u>FDR Studies Cancellation Form</u>.

# Here's what you need to know

Refunds are only possible:

- If you decide to cancel before you have been enrolled. Enrollment happens when you make your first instalment payment and receive your course login details. The deposit or first payment is not refundable once you have been enrolled.
- If we are unable to provide the course.
- If you've made payments in advance and you choose to cancel within 6 months (for core units) or 10 months (for the full qualification). In this case, a proportionate refund might be available after deducting the deposit and a 20% RTO and administrative fee from the other fees paid.

**Please note:** if more than the standard completion time has passed, a refund is not possible. If you have difficulties, request a leave of absence and pause in instalments or seek help from the training team. Let's work together to make your learning journey successful.

# **Unexpected Course Alterations or non-delivery**

#### **Changes to Legislation**

If legislative changes occur during your studies, you may need to complete additional work to ensure you're up-to-date with these changes and understand how they impact your role as an FDR practitioner.

We generally don't charge extra for this, but we may withhold your Statement of Attainment or Qualification until you demonstrate current knowledge.

#### Non-Delivery

If Mi is unable to deliver the course or the Recognised Training Organisation (RTO) we partner with is unable to continue your enrolment, we will immediately let you know of the alternatives available to you.

These choices might include:

- a refund of any tuition fees you are entitled to
- transfer to an alternative RTO.

The refund you would be entitled to would be proportionally based on the duration of your enrollment in the course.

The refund would be due to be paid to you within 2 weeks of the day on which the course ceased being provided. Additionally, you would be eligible for a statement of attainment for any units you've completed.

If a transfer to a different RTO is proposed, it will be arranged at no extra cost to you. You're free to decide whether you'd prefer a refund or to accept the RTO transfer.

If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement in another course without payment of a refund. Should you opt for placement in a different course, we'll need your signature on a document indicating that you're accepting the new course placement without a refund.

Lastly, you'll need to fill out a new enrolment form with the replacement RTO.

# **Issuing Qualifications**

After you complete your course requirements, a request for the issuance of your qualification will be made to the RTO Inspitive Pty Ltd. This will be done within 30 days.

For students who enrol in or only complete specific units from a course, a statement of attainment will be issued.

These documents adhere to the Australian Qualification Framework (AQF) standards and formally recognise that the student has achieved the learning outcomes relevant to nationally endorsed units of competency, qualifications, accredited courses, and industry requirements.

The document is supplied electronically unless otherwise requested. The RTO is responsible for providing and maintaining records of all qualifications and statements of attainments issued. Mi will facilitate the distribution and requests for replacement documents.

#### Access to your records

You will have constant access to your learning and assessment records in the learning management system for the duration of your course and at least 30 days after the issue of your qualification or statement of attainment.

In the account area of the Learning Management System, you can download the assessment work you submitted.

All students are students of Mi and the RTO that Mi completes your enrolment with, Inspiritive Pty Ltd.

Mi maintains student records, including participation records and assessment results. At any stage, students can view their progress in their course through the learning management system.

Students wishing to access their progress in their course may do so at any stage through the learning management system.

Students who would like to discuss their progress with the training manager or director are invited to set up a mutually agreeable time for this to occur.

Information may also be shared with your employer if they pay for your course or the organisation through which you complete your work placement.

Your Work Placement Agreement will give you more details on how this information will be used.

# Students enrolled in the course by their employer

If an employer or other organisation funds your training, we may share your progress details with the sponsoring organisation if asked. This could cover aspects like attendance, participation, and assessment outcomes.

We can grant observer status to a workplace mentor for a pupil or group of pupils.

#### Assessing our performance

We collect and report on learner engagement and employment satisfaction through a Learner Questionnaire at the end of your course or after completion.

Employer surveys may also be sent. You'll complete a Mediation Institute evaluation form periodically and at the end of your studies to help us improve. This information is confidential. With your consent, we may conduct yearly follow-up evaluations to understand the program's long-term impact on you.

# **Appeals Process**

If you're unhappy with a decision or outcome related to your training or assessment, you can appeal. To do this, put in a written application, which can be sent via email, explaining the specific decision or outcome you're disputing. Appeals should be submitted to Mi within 28 days of receiving the assessment decision or outcome.

If you encounter a problem with any aspect of your course or specifically want to contest an assessment or other decision, please follow these steps:

- 1. Initial Discussion: Talk with the trainer and/or assessor involved.
- 2. **Escalation:** If direct conversation isn't feasible or preferred, bring the issue to the attention of the Training Manager.
- 3. **Review:** If you have escalated to the training manager, your appeal will be reviewed:
  - a. If it relates to an assessment review, it will be done by an alternative assessor or the director of studies, and a written response will be provided.
  - b. If it relates to another aspect of your interaction, it will be reviewed by the director of studies or general manager, and a written response will be provided.
- 4. **Further Escalation:** If Mediation Institute Pty Ltd can not resolve the appeal, it can be escalated to our RTO partner, Inspiritive Pty Ltd.

# **Possible Redress Options:**

- A second opinion is obtained through a review of the issue or assessment.
- The opportunity to re-submit (students always get 3 chances to re-submit)
- · Consideration of alternative resolutions.

# **Complaints Process**

**Complaints:** expressions of dissatisfaction with any aspect of the process, system, product, or service provided by Mi and/or our partner RTO.

We welcome feedback about any aspect of our services.

Complaints will be evaluated against the terms and conditions of the training as well as any other obligations we have when delivering training under the Australian Skills Qualification Framework.

If you have a complaint, please follow these steps:

- 1. **Share your thoughts:** Feedback and complaints can be communicated verbally or in writing, either by the student or through a third party.
- 2.Initial Assessment: Complaints may be reviewed and resolved by our Training Manager and shared at team meetings. If necessary, it may be escalated to higher management. We aim to evaluate feedback or resolve complaints as quickly as possible. If a formal complaint is made and unresolved a Complaint Manager will be appointed as soon as possible, target is within seven days of notification of your complaint.
- 3. Investigation and Resolution: Should your complaint be assigned to a manager, they will look over the information provided, consider our obligations under this Student Handbook and other obligations and share their conclusions in writing. The goal is to provide a written response within fourteen days of the formal complaint being lodged. If the resolution takes longer because of the need for additional information, you will be updated on the progress and given an expected timeline.

#### Timeline for Resolution:

All complaints should be fully resolved within 60 days. If not, a Director will provide an update within this period.

# **Confidentiality and Fairness:**

- Complaints and appeals are handled confidentially, with only necessary people informed.
- Decisions to release information to third parties require your permission.
- Complaints and appeals are based on procedural fairness and aim for continuous improvement.

# **Record Keeping:**

 Mi maintains a written record of all complaints and appeals, including details of lodgment, response, and resolution.

#### **External Review**

#### **Discrimination and Harassment**

• Report any discrimination or harassment to a trusted staff member to initiate a fair and transparent review process.

#### **Review by External Agency**

If you are not satisfied with the handling of your appeal or complaint, Mi can seek a review by our partner RTO or an independent body after the internal process is completed.

If you are dissatisfied with the handling, you can contact Inspiritive for access to their external complaints handling service or report to the HREOC Complaints Infoline at 1300 656 419.

### **External Agencies:**

- Refer to the Australian Skills Quality Authority using the ASQA Online Complaint Form. Students are to be advised that ASQA will require them to exhaust all avenues through Inspiritive's internal complaints handling procedure before taking this option.
- Refer to the Office of Fair Trading for consumer-related issues.

Enrolments will not be affected during the complaint or appeal process, and there will be no negative repercussions for making a complaint or appealing an assessment outcome.

Decisions or outcomes should be implemented immediately.

# **Rights and Support**

- You can formally present your case at minimal or no cost.
- You may be accompanied and/or assisted by a support person at any relevant meeting.

Mi operates in accordance with the law. This means we are required to comply with the dictates of the legislative and regulatory conditions that govern our activities. The following section is a list of acts for which Mi has compliance responsibilities.

They also represent obligations to you as a student whilst training with Mi and Inspiritive.

During your day-to-day work and when participating in training, you need to be aware of the relevant legislation that may impact your conduct and behaviour.

If the links to the legislation are outdated, please review the most recent version.

The following is a summary of the legislation and related regulations that will generally apply to your day-to-day work and training.

#### Copyright Act 1968

Copyright is an example of intellectual property that is founded on a person's creative skill and labour. It is designed to prevent the unauthorised use by others of the original form in which an idea or information has been expressed by the creator, expressed in the Act as a "Work".

Copyright is intangible. It comprises a collection of exclusive economic rights to do specific acts with an original work or other copyrighted subject matter. These rights include the right to copy, publish, communicate (e.g. broadcast, make available online) and publicly perform the copyrighted material.

There is no general exception that allows a work to be reproduced without infringing copyright. Where a part of a work is copied, the issue is whether or not a substantial part of that work has been reproduced, and thus, an infringement has occurred.

However, there is a rule that applies to fair dealing copying for research or study. A reasonable portion of a work may be copied for that purpose, and a reasonable portion is deemed to be 10% of a book of more than 10 pages or 10% of the words of a work in electronic form.

Federal Register of Legislation - Copyright Act 1968

#### National Vocational Education and Training Regulator Act 2011

This legislation provides the framework to enable the regulation of Registered Training Organisations in Australia. The legislation covers the establishment of the National VET Regulator, ASQA, which is the registration authority for most RTOs. A core component of this legislation defines conditions for the registration of an RTO, which include:

- ·Compliance with the VET Quality Framework
- ·Satisfying Fit and Proper Person Requirements
- ·Satisfying the Financial Viability Risk Assessment Requirements
- ·Notifying National VET Regulator of important changes
- ·Co-operating with National VET Regulator
- ·Compliance with directions given by the National VET Regulator

<u>Federal Register of Legislation - National Vocational Education and Training Regulator Act 2011</u>

# Standards for Registered Training Organisations (RTOs) 2015

These standards ensure that RTOs meet the requirements for training delivery, assessment, and student support services. Compliance with these standards is mandatory for all RTOs.

VET Quality Framework - This framework includes the standards, guidelines, and regulations that RTOs must adhere to in order to deliver accredited VET courses. It ensures the quality and consistency of VET across Australia.

Complying with legislation | Australian Skills Quality Authority (ASQA)

#### Work Health and Safety Act 2011

The Work Health and Safety (WHS) Act aims to provide a consistent national framework to ensure the health and safety of workers and workplaces across Australia. It protects workers and others from harm and hazards to their health by regulating and documenting the elimination or minimisation of risks from work activities, substances, or equipment. The WHS Act covers a wide range of workers, including employees, contractors, sub-contractors, outworkers, casual workers, trainees, work experience students, volunteers, and employers.

#### Federal Register of Legislation - Work Health and Safety Act 2011

#### Privacy Act 1988

The Privacy Act is supported by the Australian Privacy Principles, which came into effect on 12th March 2014. The object of the Australian Privacy Principles is to ensure that businesses and government agencies manage personal information openly and transparently.

Please take a look at the section of this handbook about privacy protection. It gives you information about:

- The personal information that Mi and Inspiritive collect and hold;
- The purposes for which Mi and Inspiritive collect, hold, use and disclose personal information;
- How an individual may access personal information about the individual that is held by the entity and seek the correction of such information;
- How an individual may complain about a breach of the Australian Privacy Principles and how the entity will deal with such a complaint; and
- Whether the entity is likely to disclose personal information to overseas recipients.

Federal Register of Legislation - Privacy Act 1988

#### Fair Work Act 2009

This Act intends to provide a balanced framework to create cooperative and productive workplace relations that foster national economic prosperity and social inclusion for all Australians and other working people by providing workplace relations laws that are fair to working people, flexible for businesses, promote productivity and support economic growth for Australia's economic prosperity and accommodate Australia's international labour obligations;

The legislation ensures a guaranteed safety net of fair, relevant and enforceable minimum terms and conditions for the workforce through the National Employment Standards, modern awards and national minimum wage orders;

It upholds the principles of fairness and representation at work and the prevention of discrimination by recognising the right to freedom of association and the right to be represented, thereby protecting all parties against unfair treatment and discrimination. The Act requires workplaces to have accessible and effective procedures to resolve grievances and disputes and to apply effective compliance mechanisms.

# <u>Federal Register of Legislation - Fair Work Act 2009</u>

# **Disability Discrimination Act 1992**

Section 5-Disability Discrimination

(1)For the purposes of this Act, a person(discriminator) discriminates against another person (aggrieved person) on the grounds of a disability of the aggrieved person if, because of the aggrieved person's disability, the discriminator treats or proposes to treat the aggrieved person less favourably than, in circumstances that are the same or are not materially different, the discriminator treats or would treat a person without the disability. For the purposes of subsection (1), circumstances in which a person treats or would treat another person with a disability are not materially different because of the fact that different accommodations or services may be required by the person with a disability.

<u>Federal Register of Legislation - Disability Discrimination Act 1992</u>

#### Sex Discrimination Act 1984

The intention of this Act is:

- To give effect to certain provisions of the Convention on the Elimination of All Forms of Discrimination Against Women; and
- To eliminate, so far as is possible, discrimination against persons on the grounds of sex, marital status, pregnancy or potential pregnancy in the areas of work, accommodation, education, the provision of goods, facilities and services, the disposal of land, the activities of clubs and the administration of Commonwealth laws and programs; and
- To eliminate, so far as possible, discrimination involving the dismissal of employees on the grounds of family responsibilities and
- To eliminate, so far as is possible, discrimination involving sexual harassment in the workplace, in educational institutions and in other areas of public activity;
   and
- To promote recognition and acceptance within the community of the principle of the equality of men and women.

# Federal Register of Legislation - Sex Discrimination Act 1984

# Age Discrimination Act 2004

The intention of this Act is:

- To eliminate, as far as possible, discrimination against persons on the ground of age in the areas of work, education, access to premises, the provision of goods, services and facilities, accommodation, the disposal of land, the administration of Commonwealth laws and programs and requests for information; and
- To ensure, as far as practicable, that everyone has the same rights to equality before the law, regardless of age, as the rest of the community and
- To allow appropriate benefits and other assistance to be given to people of a certain age, particularly younger and older persons, in recognition of their particular circumstances; and
- To promote recognition and acceptance within the community of the principle that people of all ages have the same fundamental rights and
- To respond to demographic change by removing barriers to older people participating in society, particularly in the workforce, and changing negative stereotypes about older people.

<u>Federal Register of Legislation - Age Discrimination Act 2004</u>

# **Racial Discrimination Act 1975**

This Act gives effect to Australia's obligations under the International Convention on the Elimination of All Forms of Racial Discrimination. Its major objectives are to:

- Promote equality before the law for all persons, regardless of their race, colour or national or ethnic origin, and
- Make discrimination against people on the basis of their race, colour, descent or national or ethnic origin unlawful.

Racial Discrimination Act 1975 (legislation.gov.au)

# **Unit Completion Recording Tool**

Unit	Start Date	End Date	Duration			
CHCFAMoo1 Family Law						
CHCDFVoo8 Family Violence						
DSP cluster (3 units)						
CHCFAM002 Child Focus						
Electives are only for those completing the full Graduate Diploma program.						
CHCFAM007 Parenting Arragenments						
CHCDFV007 Work with Users of Violence						
CHCPRP007 Safety Planning						
CHCPRP006 Lead own professional development						