FROM FDR LAW TO SERVICE DELIVERY: A PRACTICAL COMPARATIVE ANALYSIS OF FAMILY DISPUTE RESOLUTION IN QUEENSLAND (AUSTRALIA) AND INDIANA (USA)

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Abstract

Family dispute resolution (FDR) sits at the intersection of law, service delivery, and human crisis. This article compares the practice architecture of Queensland's FDR system (Commonwealth family law with Queensland domestic and family violence and child-safety overlays) with Indiana's domestic relations mediation model (state family law supported by statewide ADR rules and widely court-connected mediation). Using a comparative doctrinal and policy approach, the analysis translates legal structures into frontline realities: entry points, intake and suitability screening, confidentiality and its limits, mandatory reporting collisions, agreement drafting and enforceability pathways, and timeline pressures. The comparison shows that Queensland's s 60I framework functions as a structured pre-filing gateway for most parenting matters, elevating client education, screening quality, and model selection (e.g., shuttle, supported, child-inclusive) as primary risk controls. Indiana mediation more often occurs after filing, is shaped by case management and time-bounded orders, and tends to be experienced as a settlement window within an active court trajectory. Across both jurisdictions, confidentiality is central but operationally constrained by safety exceptions and reporting duties; and "agreement reached" is not equivalent to "binding outcome," making formalisation pathways a core practice competency. The key implication for Queensland program leadership is that service quality must be engineered systemically: standardised scripts, disciplined triage and documentation, strong supervision, and a reliable pathway from workable agreements to durable, legally effective outcomes.

Executive Summary

This article compares how Queensland (Australia) and Indiana (USA) structure and operationalise family mediation/FDR, and what that means for frontline practice and Queensland Family Relationship Centre (FRC) leadership. The core insight is simple:

process architecture shapes behaviour. Similar families show up with similar problems, but the system around them changes what urgency looks like, what "success" means, and what practitioners must do to keep people safe while producing workable outcomes.

What's the same

Across both jurisdictions, the *topics* are familiar: parenting time, decision-making, communication, holidays, child support, property, and debt. More importantly, the *human dynamics* are consistent: grief, fear, identity disruption, control struggles, and power imbalances. Because of that, both systems require the same operational foundations: structured process, clear expectations, active safety management, and outcomes that are specific enough to implement. In other words, the most transferable competency is not legal knowledge alone, it is containment + translation + drafting discipline under stress.

What's different (and why practitioners feel it immediately)

1) Gateway design and timing pressure.

Queensland's s 60I framework is a pre-filing gateway for most parenting disputes (with exceptions), meaning services must manage suitability and client education *before* litigation accelerates. The system can create "certificate urgency," where parties focus on completing a requirement rather than resolving a dispute. Indiana mediation is more often court-connected and time-bounded once a case is active, meaning parties experience mediation as a settlement window in a moving litigation timeline.

2) Language and legal framing.

Queensland's practice framing (e.g., "lives with/spends time with") pushes practitioners to correct "custody" myths and keep negotiations child-centred and modular. Indiana's categorical framing (legal custody/physical custody/parenting time) can pull parties toward labels and assumptions, increasing the practitioner's burden to translate categories into operational schedules and decision rules.

3) Confidentiality and disclosure boundaries.

Both systems value confidentiality, but the limits, especially around child safety and violence risk, shape what practitioners can promise, what must be recorded, and when a session must shift from negotiation into governance. The "hard moment" in practice is predictable: a safety disclosure mid-session. Services succeed when practitioners are trained and supported to respond consistently, without overpromising confidentiality or forcing unsafe continuation.

4) Agreement ≠ binding outcome.

In both jurisdictions, reaching agreement is only half the work. Queensland has a clear outcomes ladder (e.g., workable parenting plans vs binding consent orders; specialist pathways for financial agreements). Indiana commonly drafts with court incorporation in mind. Practically, this means Queensland services must be excellent at handoffs and formalisation literacy, while Indiana settings often demand court-ready specificity under timeline pressure.

What this means for Queensland FRC leadership

Queensland managers prevent "process harm" and improve throughput by treating quality controls as governance.

- **Standardise client scripts** (purpose of FDR, confidentiality limits, safety expectations, and the difference between "agreement" and "binding"). Scripts are risk controls in a gateway system.
- **Make screening and model selection non-negotiable** (shuttle/supported/child-inclusive/decline or pause). Protect practitioner discretion with supervision access and clear decision rules.
- **Treat documentation discipline as safety practice.** Consistent notes, clear boundaries, and predictable escalation pathways reduce both risk and complaints.
- **Build a formalisation pipeline.** Teach pathways consistently and design service handoffs so workable agreements become durable outcomes (and don't boomerang back as re-litigation).
- **Measure quality beyond settlement rates,** including suitability decisions, implementability checks, re-entry rates, and critical incident learning loops.

Table of Contents

1. Introduction

1.1 What "FDR" means in Queensland vs what "mediation" often means in Indiana

Although both jurisdictions use facilitated negotiation to help separating families reach workable agreements, "family dispute resolution" (FDR) in Australia, and particularly in Queensland service delivery, operates within a distinct legal architecture that is not simply synonymous with "mediation" as that term is used in many U.S. state family law contexts.

In Queensland, Australia, FDR sits inside a federally anchored family law system. Parenting disputes are shaped by the *Family Law Act 1975 (Cth)* and, in many circumstances, the law's design channels parents toward FDR before litigation. The most practical expression of this is section 60I: except in limited circumstances, parties must attempt FDR before filing an application for parenting orders, and an accredited FDR practitioner may issue a section 60I certificate when FDR has been attempted but did not resolve the dispute or was assessed as inappropriate.[1] The federal family law court's own guidance is explicit that the certificate is proof of an attempt, and that it is valid for 12 months, which creates a real-world "clock" that affects service demand and client decision-making.[2]

FDR in Australia is also linked to a practitioner accreditation regime overseen by the Australian Government Attorney-General's Department (AGD), rather than left solely to court culture or local custom.[3] That accreditation regime has recently been updated through the Family Law (Family Dispute Resolution Practitioners) Regulations 2025, which emphasises "fit and proper person" considerations and related suitability factors. This underscores that FDR in Australia is not only a method, but a regulated professional function.[4] For a Queensland Family Relationship Centre (FRC), this means service quality and compliance are inseparable: the "how" of dispute resolution is directly connected to legal thresholds, certificate pathways, practitioner obligations, and risk-screening expectations.

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[1] https://classic.austlii.edu.au/au/legis/cth/consol_act/fla1975114/s60i.html
[2] https://www.fcfcoa.gov.au/fl/pubs/comp-fdr
[3] https://www.ag.gov.au/families-and-marriage/family-dispute-resolution/become-family-dispute-resolution-practitioner
[4] https://www.ag.gov.au/families-and-marriage/family-dispute-resolution/family-law-family-dispute-resolution-practitioners-regulations-2025

In Indiana (USA), family mediation is typically situated within state-based domestic relations law and a court-connected ADR framework. The Indiana Supreme Court's Rules for Alternative Dispute Resolution establish mediation procedure and confidentiality protections as court rules (including provisions that mediation sessions are confidential).[5] [6] Indiana's domestic relations statutes also embed mediation into caseflow management. For example, where a dissolution case is ordered to mediation, Indiana law sets a strong tempo: mediation must be completed within 60 days of the mediation order (subject to limited extension, not beyond the final hearing date).[7] And Indiana ADR rules contemplate the mediator reporting *procedural status* to the court without commentary or recommendation, reinforcing the court-connected nature of the process.[8]
rules.incourts.gov

Queensland FDR is structurally a gateway in many parenting matters, linked to certificate requirements and federal law; Indiana mediation is often a court-managed step within an already-filed case, paced by statutory timelines and state court rules. Neither approach is "more" or "less" mediated. They are mediated differently, because the systems allocate authority differently.

1.2 Why compare Queensland and Indiana

On the ground, separating families in Queensland and Indiana present with strikingly similar realities: high conflict, power imbalances, grief and identity disruption, competing narratives about parenting competence, and urgent financial disentanglement, often alongside safety risk. The practice questions look familiar in both places:

1. "Where will the children sleep on school nights?"
2. "Who pays the mortgage this month?"
3. "How will handovers happen safely?"
4. "What happens when communication breaks down again?"

But system architecture changes practice, not just procedure. When a jurisdiction builds dispute resolution into its litigation gatekeeping (as Australia does through section 60I for many parenting disputes), the service system must excel at screening, triage, and client education about pathways and exceptions.[9] When a jurisdiction embeds mediation into court caseflow with statutory completion deadlines (as Indiana does in ordered

[5] https://rules.incourts.gov/Content/adr/default.htm
[6] https://rules.incourts.gov/Content/adr/rule2-11/current.htm
[7] https://law.justia.com/codes/indiana/title-31/article-15/chapter-9-4/section-31-15-9-4-2/
[8] https://rules.incourts.gov/Content/adr/rule2-7/current.htm
[9] https://www.fcfcoa.gov.au/fl/pubs/comp-fdr

mediation), practice is shaped by time-bounded preparation, drafting urgency, and court docket rhythms.[10]

The comparison is useful precisely because it exposes "invisible assumptions" practitioners may carry across jurisdictions: what "custody" means, whether mediated agreements are automatically binding, what confidentiality covers, and how mandatory reporting collides with "private" dispute resolution. Seeing Indiana's court-connected mediation design alongside Queensland's gateway-style FDR design sharpens the operational questions a Queensland practitioner must be ready to answer.

1.3 Problem statement (service delivery lens)

In Queensland, FRC and RFDR leaders must deliver safe, high-quality dispute resolution services within a layered compliance environment: Commonwealth family law requirements, Queensland DFV and child safety interfaces, and regulated practitioner standards, all while meeting funding and reporting expectations and maintaining accessible service pathways across diverse communities and often wide geographic footprints. The practical challenge is not merely to "offer mediation," but to operate a service that reliably:

5. Screens for appropriateness and safety.
6. Explains confidentiality and its limits accurately.
7. Documents and escalates risk appropriately.
8. Supports parties toward workable outcomes.
9. Guides clients toward correct formalisation pathways when binding outcomes are required.

1.4 Research questions

1. **Authority and regulation:** How do Queensland and Indiana allocate authority across courts, legislation, and practitioner regulation frameworks?
2. **Confidentiality and reporting:** How do confidentiality rules and reporting duties shape practice, documentation, and client communication?
3. **Practical divergence points:** Where do family law mediators/FDRPs notice the most consequential differences: parenting time frameworks, property/debt handling, safety screening, and formalisation/enforceability pathways.
4. **Operational lessons:** What management lessons for Queensland FRC/RFDR/FLPN leadership emerge from comparing these two designs?

[10] https://law.justia.com/codes/indiana/title-31/article-15/chapter-9-4/section-31-15-9-4-2/

1.5 Scope and limits

This article provides a comparative, practice-oriented analysis of family dispute resolution in Queensland and family mediation in Indiana, drawing primarily on legislation, court rules, and authoritative guidance. It is designed to translate legal and regulatory architecture into operational implications for service delivery, particularly around screening, confidentiality, reporting obligations, documentation, agreement pathways, and timelines.

The analysis is necessarily bounded. It does attempt to measure outcomes such as settlement rates, recidivism, or client satisfaction. It also does not capture every local variation in court culture or service model, particularly in Indiana, where practice can differ by county and judicial approach. Where relevant, the article flags areas where implementation and practice may diverge from black-letter law, and it distinguishes clearly between legal requirements, guidance, and operational best practice.

2. Literature Review

This review draws on the most practitioner-relevant research and authoritative evaluations, without over-weighting theory at the expense of "how it runs."

2.1 FDR/mediation as access to justice and system reform

Across both Australian and U.S. scholarship, family mediation/FDR is commonly framed as a system-level access-to-justice intervention: a mechanism to reduce cost, delay, and adversarial escalation by shifting disputes toward earlier, facilitated settlement. In Australia, this framing is closely tied to the post-2006 family law reform trajectory and the expansion of community-based dispute resolution as part of a broader service ecosystem. The Australian Institute of Family Studies (AIFS) evaluation of the 2006 reforms describes an evidence base for how reforms changed pathways through the system and how separating families used dispute resolution services and courts.[11]

In U.S. literature, mediation is similarly associated with procedural efficiency and settlement support, but with a persistent caution: private ordering and negotiated outcomes can reproduce inequality where bargaining power is uneven. Classic critiques argue that mediation's promise of autonomy and reduced hostility may mask structural disadvantages, particularly where one party is fearful, economically constrained, or navigating coercive dynamics.[12] More practice-facing U.S. sources also reflect that, even

[11] https://aifs.gov.au/all-research/research-reports/evaluation-2006-family-law-reforms
[12] https://digitalcommons.law.ggu.edu/cgi/viewcontent.cgi?article=1607&context=ggulrev

where attorneys value mediation, hesitation often centres on appropriateness, fairness, and enforceability, not the concept of ADR itself.[13]

2.2 Safety, family violence, and appropriateness screening

The strongest cross-jurisdictional theme in contemporary literature is that family violence is not an "add-on issue," it fundamentally changes what fairness, voluntariness, and informed consent mean in dispute resolution. Australian research and policy attention has repeatedly highlighted the risk of "process harm": the possibility that a dispute resolution process may entrench coercive control, re-traumatise victims/survivors, or produce unsafe agreements if risk is not identified and managed. AIFS evaluations and commissioned studies have examined models designed to address these issues, including legally assisted and supported dispute resolution approaches that integrate legal assistance and safety-focused practice features.[14]

At the operational level, the Australian Government's guidance is explicit that FDR practitioners are required to screen and assess suitability at the beginning of FDR and continue assessing throughout the process, reflecting that "appropriateness" is dynamic, not a one-time intake decision.[15] Court-facing practice expectations also reinforce this safety lens; the Federal Circuit and Family Court's Family Violence Best Practice Principles set out practical guidance about the complexity of family violence and what decision-makers and practitioners should understand.[16]

U.S. scholarship has long focused on the intersection between mediation and domestic violence, particularly around screening and the limits of neutrality in the face of coercion. National Institute of Justice-funded work (and related literature) documents the enduring debate: whether mediation can ever be appropriate where violence is present, and if so, what safeguards are necessary to reduce risk and mitigate power imbalances.[17]

In short, the literature supports a shared practical conclusion: the legitimacy of family mediation/FDR depends less on ideology ("ADR is good/bad") and more on screening competence, model selection (e.g., supported/shuttle), and the strength of referral ecosystems surrounding the process.

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[13] https://www.aaml.org/wp-content/uploads/TheUseofMediationandArbitrationforResolvingFamilyConflicts-1.pdf
[14] https://aifs.gov.au/all-research/commissioned-reports/evaluation-pilot-legally-assisted-and-supported-family-dispute
[15] https://www.ag.gov.au/families-and-marriage/family-dispute-resolution/screening-and-assessment-family-dispute-resolution
[16] https://www.fcfcoa.gov.au/pubs/fl/fvbpp
[17] https://www.ojp.gov/pdffiles1/nij/grants/164658.pdf

2.3 Children's participation and child-inclusive practice

Children's participation has developed into a distinct evidence-informed stream: not simply "child-focused" rhetoric, but structured approaches that incorporate children's experiences through trained practitioners and safeguarded processes. Australian scholarship is particularly influential here, with child-inclusive practice framed as requiring specialist skill, clear boundaries, and careful integration into dispute resolution so that children's views are not misused or placed under pressure.[18] The broader research base (including widely cited work associated with McIntosh and colleagues) emphasises that involving children is an operational choice with real implications for training, ethical safeguards, confidentiality handling, and downstream service coordination.[19]

2.4 The gap this article fills

Most sources examine one jurisdiction at a time: Australian evaluations focus on how FDR and FRCs function within the Commonwealth family law ecosystem, while U.S. literature typically analyses mediation within state-based domestic relations and court-connected ADR structures. This article fills a more applied gap by comparing not only the legal foundations, but the operational consequences of different system designs: how screening, confidentiality, reporting duties, documentation, enforceability pathways, and timelines shape what dispute resolution "is" in day-to-day practice. The aim is a structured comparison that is useful to both practitioners and policy-aware readers who want to understand how institutional architecture translates into service realities.

3. Method

3.1 Approach

This article uses a comparative, practice-oriented legal method designed to connect formal legal requirements with frontline service delivery realities in family dispute resolution.

Comparative doctrinal analysis. The core of the analysis is doctrinal. It identifies and compares the primary legal and regulatory settings that structure family dispute resolution in Queensland and family mediation in Indiana. For Queensland, this includes Commonwealth family law provisions relevant to pre-filing pathways and practitioner roles, alongside Queensland legislation that shapes domestic and family violence and child safety interfaces. For Indiana, it includes domestic relations statutes and the Indiana Supreme Court's Alternative Dispute Resolution (ADR) rules that govern mediation

[18] https://apo.org.au/node/516
[19] https://onlinelibrary.wiley.com/doi/10.1111/j.1744-1617.2007.00186.x

procedure and confidentiality. In both jurisdictions, the analysis also considers authoritative court and government guidance that clarifies how the law is intended to operate in practice.

Policy and practice implementation analysis. The second layer of analysis examines how these legal settings are implemented through service pathways and operational frameworks. In Queensland, this includes Family Relationship Centre and Regional Family Dispute Resolution program design and relevant operational guidance issued by Australian Government departments. In Indiana, this includes the practical implications of court-connected mediation settings, including statutory timelines where mediation is ordered, and the procedural expectations reflected in ADR rules.

Translation step. The final step is applied translation. Each legal and policy element is mapped to its operational impact on day-to-day practice, including (a) intake and suitability screening, (b) safety and referral decision points, (c) confidentiality and reporting scripts, (d) documentation norms, and (e) agreement drafting and formalisation pathways. The intent is to show how legal architecture shapes what practitioners must say, do, record, and escalate in real services.

3.2 Source categories

Primary legal and authoritative sources include statutes, regulations, court rules, court websites, benchbooks or best-practice principles where available, and official government guidance relevant to family dispute resolution and related safety systems.

Secondary sources include government-commissioned evaluations, research syntheses (particularly on family violence and child-inclusive practice), and practitioner-oriented analyses published by reputable institutions and professional bodies.

3.3 Limitations

This is not an empirical outcomes study. The analysis does not measure settlement rates, re-litigation, client satisfaction, or safety outcomes. It focuses on the design of legal and institutional settings and their operational implications.

Implementation varies. In Indiana, mediation practice can differ by county, local rules, and judicial approach. In Queensland, practice varies across providers, funding arrangements, regional footprints, and service models. This article is Queensland-forward, while remaining nationally anchored for Commonwealth family law elements that apply across Australia.

4. The Practice Comparison

4.1 System Architecture: Who Controls What

At a practical level, family dispute resolution succeeds or fails partly on whether clients understand which parts of their situation sit in which "system." The core contrast is structural.

4.1.1 Queensland: a Commonwealth family law core with Queensland safety overlays.

Parenting disputes and many property disputes sit inside a Commonwealth family law framework. That framework is administered through the national family courts, and it is closely linked to the FDR requirement for many parenting matters (including the section 60I certificate pathway discussed below). [20] Alongside that Commonwealth core, Queensland has its own statutory regimes that shape safety and protection in parallel. Two major overlays are Queensland's domestic and family violence protection system[21] and the child protection framework[22] that guides when and how child safety concerns[23] are responded to.

For practitioners, "dual-system reality" means clients may be navigating multiple lanes at once. A parenting dispute can be moving through FDR while one party seeks a protection order or while child safety concerns trigger statutory processes. The same facts can generate different legal questions depending on the lane. That creates predictable practice consequences: tighter screening, careful referral work, and clear explanations about what FDR can resolve, what it cannot resolve, and what must be dealt with elsewhere.

Queensland's service system is also shaped by a Commonwealth-funded program environment. The Attorney-General's Department (AGD) describes the Family Relationships Services Program and its sub-programs, including Family Law Services and Family Law Pathways Networks.[24] The AGD Operational Framework describes Family Relationship Centres as a "critical entry point or gateway" into the broader family law and family support system.[25] This architecture makes "who controls what" a daily operational issue, not a background legal detail.

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[20] https://www.fcfcoa.gov.au/fl/pubs/comp-fdr
[21] https://www.legislation.qld.gov.au/view/html/inforce/current/act-2012-005
[22] https://www.legislation.qld.gov.au/view/html/inforce/current/act-1999-010
[23] https://www.families.qld.gov.au/our-work/child-safety/about-child-protection/child-protection-legislation
[24] https://www.ag.gov.au/families-and-marriage/family-relationship-services
[25] https://www.ag.gov.au/families-and-marriage/publications/operational-framework-family-relationship-centres

Practice Note 4.1: Why authority maps matter

Authority mapping prevents common client misunderstandings that can create risk and complaints.

1. It clarifies what your service can do now (triage, dispute resolution, referrals).
2. It prevents overpromising (for example, confusing "agreement" with "court orders" or assuming FDR can resolve protective jurisdiction issues).
3. It supports safe referrals when parallel lanes exist (domestic violence and child protection).

4.1.2 Indiana: a state domestic relations system with statewide ADR rules and court-connected mediation.

Indiana family disputes are governed primarily through state domestic relations law and handled in Indiana's state courts, with mediation operating inside an ADR framework overseen by the Indiana Supreme Court through statewide ADR rules.[26] The confidentiality and admissibility settings for mediation are also articulated through the ADR rules (including Rule 2.11).[27] Mediation is often experienced as part of court case management, with courts ordering or strongly encouraging parties into mediation and setting timelines that intersect with hearing dates.[28]

Table 1. Authority map at a glance (practice-facing)

Issue area	Queensland (Australia)	Indiana (USA)
Parenting disputes pathway	Commonwealth family law settings, including compulsory pre-filing FDR in many cases[29]	State domestic relations litigation with court-connected mediation and ADR rules[30]
Domestic and family violence orders	Queensland civil protection order regime[31]	State protection order processes (distinct from family mediation lane; details addressed later in Section 4.4)
Child protection system	Queensland Child Protection Act framework and child safety guidance	State child protection reporting and agency processes (addressed later in Section 4.8)
Service ecosystem	FRCs and related programs as structured gateways within FRSP[32]	Court-connected ADR pipeline shaped by statewide ADR rules and local court practice[33]

[26] https://rules.incourts.gov/pdf/PDF%20-%20ADR/adr.pdf
[27] Rule 2.11. Confidentiality and Admissibility; https://rules.incourts.gov/Content/adr/rule2-11/current.htm
[28] https://law.justia.com/codes/indiana/title-31/article-15/chapter-9-4/section-31-15-9-4-2/
[29] https://www.fcfcoa.gov.au/fl/pubs/comp-fdr
[30] https://rules.incourts.gov/pdf/PDF%20-%20ADR/adr.pdf
[31] https://www.legislation.qld.gov.au/view/html/inforce/current/act-2012-005
[32] https://www.ag.gov.au/families-and-marriage/publications/operational-framework-family-relationship-centres
[33] https://rules.incourts.gov/pdf/PDF%20-%20ADR/adr.pdf

4.2 Entry Points and Gateways into Mediation/FDR

Entry points drive workload. They also shape client expectations, emotional posture, and the kinds of agreements that are realistic within the service window.

4.2.1 Queensland: FDR as a parenting gateway with a certificate "clock"

In Queensland practice, many clients arrive at FDR not simply because it is a helpful option, but because it is structurally tied to the ability to commence parenting proceedings. The Federal Circuit and Family Court of Australia states that, except in limited circumstances, parties must attempt FDR before filing an application for parenting orders.[34] When agreement is not reached, or when the FDR practitioner assesses that FDR is not appropriate, an accredited practitioner may issue a section 60I certificate, which the Court describes as proof that FDR was attempted and is valid for 12 months.[35] The Attorney-General's Department also explains a practical boundary: the most recent FDR session or attempted session relevant to the court application must be within the last 12 months, otherwise a certificate cannot be issued.[36]

This certificate regime changes client behaviour in ways that service managers feel immediately:

10. It can increase demand at predictable litigation pressure points, including approaching hearings, filing intentions, or lawyer advice that "you need the certificate."
11. It creates a time-limited motivation that can either increase engagement or encourage rushed participation, depending on risk, readiness, and legal context.
12. It makes "inappropriate for FDR" outcomes an operational control, not a failure. A decision that FDR is not appropriate can be a safety response and a risk governance decision that prevents process harm and protects the service.

Queensland entry points are also shaped by the service ecosystem itself. AGD's Operational Framework describes FRCs as a critical entry point or gateway into the broader family law and family support system, providing tailored, professional support.[37] Family Relationships Online positions FRCs as places where families can receive information,

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[34] https://www.fcfcoa.gov.au/fl/pubs/comp-fdr
[35] https://www.fcfcoa.gov.au/fl/pubs/comp-fdr
[36] https://www.ag.gov.au/families-and-marriage/family-dispute-resolution/section-60i-certificates-family-dispute-resolution
[37] https://www.ag.gov.au/families-and-marriage/publications/operational-framework-family-relationship-centres

support, and help to agree on arrangements after separation.[38] In practice, that means an FRC and RFDR suite can function as a gateway across multiple needs, including:

13. Information and pathway education.
14. Screening and triage.
15. FDR service delivery or referral to appropriate models.
16. Warm referrals into legal supports, domestic violence supports, child safety supports, and community services.
17. Connection into collaborative systems such as Family Law Pathways Networks, which are intended to improve coordination across the family law service system.[39]

Practice Note 4.2: The certificate regime creates predictable service patterns

4. Expect demand spikes tied to filing intentions and lawyer advice about section 60I .
5. Train staff to explain the "clock" clearly and consistently so clients do not misunderstand validity or re-entry options.
6. Treat "not appropriate for FDR" as a safety and governance outcome when risk indicators are present.

4.2.2 Indiana: mediation commonly enters after filing, through case management

In Indiana, a typical entry point is not pre-filing gatekeeping, but the period after a domestic relations case is filed and moves into court case management. Courts may order mediation, and Indiana's mediation statute provides a clear time anchor: when a case is ordered to mediation, it must be completed within 60 days after the mediation order is entered, with extensions limited and not permitted beyond the final hearing date.[40] This structure pulls mediation toward a "settlement window" defined by the court's schedule. It tends to increase urgency around preparation, disclosure readiness, and drafting clarity, because parties often experience mediation as directly linked to a set hearing date.

4.2.3 Manager implications

Waitlists and triage are workload drivers created by the system's gateway rules. In Queensland, the section 60I architecture and 12-month validity settings mean demand will

[38] https://www.familyrelationships.gov.au/talk-someone/centres
[39] https://www.ag.gov.au/families-and-marriage/family-relationship-services
[40] https://law.justia.com/codes/indiana/title-31/article-15/chapter-9-4/section-31-15-9-4-2/

often be cyclical and deadline-driven, requiring clear prioritisation criteria and disciplined intake scripts.[41] This is where managers must actively balance urgency with safety, including consistent decision-making about suitability and safe alternatives when FDR is not appropriate. Indiana's 60-day completion expectation after a mediation order illustrates how court schedules convert directly into urgency, drafting pressure, and throughput demands.[42] In both systems, "timelines" function as silent caseload multipliers, and strong managers treat them as governance inputs when designing triage, staff allocation, and supervision cadence.

Table 2. Entry points and gateways (operational comparison)

Dimension	Queensland	Indiana
Typical entry into FDR/mediation	Often before filing for parenting orders, tied to section 60I certificate (with exceptions).[43]	Often after filing, during court case management and referral or order to mediation.[44]
Time pressure driver	12-month certificate validity; client filing intentions; service waitlists.[45]	60-day completion requirement from mediation order; final hearing date constraints.[46]
"Gateway" service role	FRCs explicitly framed as system entry points, providing information, triage, and tailored support.[47]	Court is the primary gateway; mediation is integrated into docket progression and judicial caseflow.
Practical risk control	Appropriateness screening and "not appropriate" decisions can prevent process harm and unsafe participation.[48]	Court oversight and case management can shape suitability decisions and pace, with mediation functioning as a settlement mechanism before hearing dates

4.3 Parenting Arrangements: Terminology, Legal Concepts, and Negotiation Reality

Parenting disputes are where cross-jurisdiction misunderstandings surface fastest. Clients often assume the label tells the whole story. Practitioners know the label is only the container. What matters is how the container shapes negotiation, safety screening, drafting precision, and enforceability pathways.

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[41] https://www.fcfcoa.gov.au/fl/pubs/comp-fdr
[42] https://law.justia.com/codes/indiana/title-31/article-15/chapter-9-4/section-31-15-9-4-2/
[43] https://www.fcfcoa.gov.au/fl/pubs/comp-fdr
[44] https://law.justia.com/codes/indiana/title-31/article-15/chapter-9-4/section-31-15-9-4-2/
[45] https://www.fcfcoa.gov.au/fl/pubs/comp-fdr
[46] https://law.justia.com/codes/indiana/title-31/article-15/chapter-9-4/section-31-15-9-4-2/
[47] https://www.ag.gov.au/families-and-marriage/publications/operational-framework-family-relationship-centres
[48] https://www.fcfcoa.gov.au/fl/pubs/comp-fdr

4.3.1 The language problem: "custody" vs "living with/spending time with"

4.3.1.1 Queensland (Australia): time and responsibility, not "custody."

In Australian family law practice, the everyday work is typically framed around who the child lives with, who the child spends time with, how changeovers occur, and who makes major long-term decisions for the child. The Attorney-General's Department fact sheet notes that parenting orders usually address major long-term decision-making and how much time a child spends with each parent.[49] Queensland Legal Aid similarly emphasises that there are no standard arrangements and points readers to best interests considerations alongside practical issues families should think through.[50]

The terminology matters because it changes the emotional framing. "Custody" language can imply ownership or winning. "Lives with" and "spends time with" encourages a practical conversation about routines, logistics, and safety. For culturally diverse clients and self-represented parties, this is also a translation task. Many will arrive using "custody" and "visitation" because that is the language of their community, their country of origin, or online resources. A skilled FDR practitioner does not police vocabulary. They translate it. For example:

1. "When you say custody, do you mean where the child lives, or decision-making, or both?"
2. "Let's separate time, decision-making, and safety. They are different conversations."

The Federal Circuit and Family Court of Australia describes parenting orders as orders about parenting arrangements for a child and lists the types of issues orders may deal with.[51] That list becomes a practical checklist for what "custody" actually means once it is broken into components.

4.3.1.2 Indiana: legal custody, physical custody, and parenting time.

Indiana commonly uses the categories of legal custody and physical custody, alongside parenting time rights. Indiana Code requires custody determinations to be made in the child's best interests and lists factors the court must consider.[52] Indiana's Parenting Time Guidelines then operate as a detailed reference point for age-based and schedule-based parenting time, including specific provisions for overnights and holiday parenting time.[53]

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[49] https://www.ag.gov.au/families-and-marriage/publications/family-law-parenting-arrangements-children-after-separation-fact-sheet

[50] https://www.legalaid.qld.gov.au/Find-legal-information/Relationships-and-children/Children-and-parenting/What-to-consider-when-making-parenting-arrangements

[51] https://www.fcfcoa.gov.au/fl/pubs/parenting-orders

[52] https://law.justia.com/codes/indiana/title-31/article-17/chapter-2/section-31-17-2-8/

[53] https://rules.incourts.gov/Content/parenting/default.htm

Here, terminology influences expectations differently. Clients often come in thinking "joint legal custody" automatically implies equal time, or that "physical custody" is a fixed label rather than a practical pattern of overnights and routine. Practitioners translate by distinguishing:

1. Decision-making authority (legal custody)
2. Day-to-day residence and schedule (physical custody patterns)
3. The operational schedule and logistics (parenting time plan, often guided by IPTG)

4.3.2 What gets negotiated in practice (common modules)

Across both systems, the negotiation topics are strikingly similar. What differs is how the terms are defined, how disputes are triaged when risk is present, and how the final product becomes durable.

4.3.2.1 Practical negotiations in Queensland

Common negotiation modules in Queensland practice include:

1. **Weekly schedules in school term:** start and finish times, school pickup responsibilities, mid-week time, extracurriculars, and backup care plans. Queensland Legal Aid highlights the importance of practical issues when developing arrangements.[54]
2. **Holiday schedules and special days:** school holiday splits, Christmas and cultural festivals, birthdays, Mother's Day and Father's Day, and what happens if travel is involved.
3. **Changeover logistics and handover safety:** location, third-party changeovers, no-contact changeovers, punctuality expectations, and contingencies. The Parenting Orders handbook notes that changeover arrangements are a common issue and that when relationships are difficult, it may be better to avoid parents meeting each other, including using services such as Child Contact Centres.[55]
4. **Communication rules:** channels, response times, boundaries, and what counts as an emergency.
5. **Travel, passports, and relocation planning:** notice periods, travel itineraries, consent requirements, school term travel restrictions, and contingency if consent is withheld.

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[54] https://www.legalaid.qld.gov.au/Find-legal-information/Relationships-and-children/Children-and-parenting/What-to-consider-when-making-parenting-arrangements

[55] https://www.familyrelationships.gov.au/sites/default/files/documents/2021-11/186-parenting-orders-what-you.pdf

6. **Decision-making:** schooling, health, religion and culture, and how decisions are made when parents disagree. The AGD fact sheet points to orders dealing with major long-term decisions.[56]
7. **New partners and introductions:** timing, expectations, and boundaries, especially where conflict is high.
8. **Step-up or step-down arrangements:** graduated reintroduction plans, supervised time transitions, and stabilisation periods.
9. **Mechanisms for future disputes:** review dates, return-to-FDR clauses, and escalation steps.

4.3.2.2 Practical negotiations in Indiana

Common modules in Indiana practice often track closely to the Indiana Parenting Time Guidelines structure:

1. **Scheduling:** Overnights, alternating weekends, mid-week time, and age-based needs.[57]
2. **Holiday Schedules:** Holiday parenting time schedules and summer blocks.[58]
3. **Logistics:** Transportation and exchange logistics, sometimes highly specified when conflict is entrenched.
4. **Communication:** Contact expectations and boundaries around parental contact.
5. **Parenting Adaptations:** Relocation considerations and how parenting time adapts when distance changes, often negotiated with the court timeline in mind.

The practical point is that the "modules" are consistent, but the drafting conventions and client assumptions differ. In Queensland settings, clients may need more education on the difference between a working parenting plan and orders. In Indiana settings, clients may look to the Parenting Time Guidelines as a default schedule and negotiate deviations.

4.3.3 Child development and child-inclusive practice points

Parenting arrangements that look fair on paper can be developmentally unrealistic. Both systems acknowledge this in different ways.

Indiana's Parenting Time Guidelines explicitly address children by developmental stages, including provisions for infants and toddlers and expectations around overnights and routines.[59] This makes "developmental appropriateness" a visible, schedule-level concept. In Queensland practice, the developmental conversation is often integrated through child-

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[56] https://www.ag.gov.au/families-and-marriage/publications/family-law-parenting-arrangements-children-after-separation-fact-sheet
[57] https://rules.incourts.gov/Content/parenting/default.htm
[58] https://rules.incourts.gov/Content/parenting/default.htm
[59] https://rules.incourts.gov/Content/parenting/default.htm

focused and, where available and appropriate, child-inclusive approaches, with careful boundaries around what the child's participation means and how it is used. The operational question is not whether the child matters, but how the child's needs are represented without placing the child into the conflict.

Key practice considerations that should shape schedules in both jurisdictions:

1. **Developmental fit:** young children often need shorter, more frequent time to support attachment and routine, while older children may tolerate longer blocks but need stability around school and peers.
2. **Attachment disruption risk:** abrupt schedule changes can destabilise children even when both parents are safe. Step plans can reduce disruption and provide measurable review points.
3. **Child voice vs conflict dynamics:** the child's preferences can be important, but practitioners must protect children from being placed in a loyalty bind or used as messengers.
4. **Safeguards in child-inclusive work:** clear purpose, trained practitioners, informed consent, and careful communication about what will and will not be shared with parents.

4.3.4 Manager implications

Parenting disputes are operationally demanding because they combine high emotion, high logistics, and high risk variability. Managers strengthen service quality by standardising three things: (1) a shared language framework that translates "custody talk" into time, decision-making, and safety modules; (2) drafting discipline that forces specificity on schedules, changeovers, and communication; and (3) a consistent triage approach that quickly distinguishes routine schedule disputes from safety-based disputes where the process model must change. Using authoritative checklists[60] and guidelines[61] as scaffolding supports consistent practitioner judgment, especially when teams are working across regional footprints and diverse client communities.

[60] https://www.legalaid.qld.gov.au/Find-legal-information/Relationships-and-children/Children-and-parenting/What-to-consider-when-making-parenting-arrangements
[61] https://rules.incourts.gov/Content/parenting/default.htm

Table 3. Parenting negotiation topics: Queensland vs Indiana

Negotiation topic	Queensland typical legal container	Indiana typical legal container
Weekly schedule and overnights	"Lives with" and "spends time with" arrangements, often formalised through consent orders when binding outcomes are needed.[62]	Physical custody patterns plus parenting time, often guided by Indiana Parenting Time Guidelines.[63]
Holidays and special days	Parenting orders or parenting plans; specificity prevents future conflict.[64]	Parenting time holiday provisions, often aligned to IPTG unless varied.[65]
Changeovers and safety logistics	Parenting orders commonly address changeovers; safer models when conflict is high.[66]	Parenting time logistics can be highly specified, especially where conflict is high, often linked to court case management.
Decision-making	Parental responsibility and major long-term decisions.[67]	Legal custody and best interests factors.[68]
Developmental tailoring	Child-focused practice, sometimes child-inclusive models with safeguards	IPTG stage-based provisions, especially for younger children.[69]

[62] https://www.fcfcoa.gov.au/fl/pubs/parenting-orders
[63] https://rules.incourts.gov/Content/parenting/default.htm
[64] https://www.familyrelationships.gov.au/sites/default/files/documents/2021-11/186-parenting-orders-what-you.pdf
[65] https://rules.incourts.gov/Content/parenting/default.htm
[66] https://www.familyrelationships.gov.au/sites/default/files/documents/2021-11/186-parenting-orders-what-you.pdf
[67] https://www.ag.gov.au/families-and-marriage/publications/family-law-parenting-arrangements-children-after-separation-fact-sheet
[68] https://law.justia.com/codes/indiana/title-31/article-17/chapter-2/section-31-17-2-8/
[69] https://rules.incourts.gov/Content/parenting/default.htm

Practice Note 4.3: Five intake questions that show whether the dispute is schedule based or safety based

1. "What is the hardest moment in the week for your child right now: changeovers, bedtime, school mornings, or communication between adults?"
2. "Are there any current protection orders, police callouts, or safety restrictions we need to know about before we discuss schedules?"
3. "When you imagine a workable plan, what must be true for you to feel safe at changeovers and in communication?"
4. "Is the disagreement mainly about time and logistics, or about fear, control, and what happens when the other parent is upset?"
5. "What would you want written down in precise terms so you do not have to negotiate it again every week?"

4.4 Safety and Family Violence: Appropriateness, Screening, and "Process Harm"

4.4.1 Queensland: safety as a system design feature in family dispute resolution (FDR)

In Queensland-facing FDR, safety is not an optional overlay applied after a dispute is identified. It is a system design feature shaped by the intersection of Commonwealth family law requirements, state-based domestic and family violence (DFV) and child safety frameworks, and the service delivery reality of publicly funded entry-point programs. At the legal architecture level, the Family Dispute Resolution "gateway" for parenting matters is closely tied to appropriateness assessment and exceptions (including family violence and child abuse) in the compulsory pre-filing context. The Federal Circuit and Family Court of Australia's guidance on compulsory pre-filing FDR and exceptions provides a practical anchor[70] for what "appropriate" means in real-world intake decisions. Practitioner-facing guidance from the Commonwealth Attorney-General's Department further reinforces that screening and assessment are core obligations during FDR, not administrative preliminaries.[71]

Queensland's DFV framework also shapes how risk is understood, triaged, and responded to. The Domestic and Family Violence Protection Act 2012[72] (Qld) is a key reference point for protective pathways and the kinds of orders and conditions that may exist in parallel to

[70] https://www.fcfcoa.gov.au/fl/pubs/comp-fdr
[71] https://www.ag.gov.au/families-and-marriage/family-dispute-resolution/screening-and-assessment-family-dispute-resolution
[72] https://www.legislation.qld.gov.au/view/html/inforce/current/act-2012-005

FDR work. In addition, Queensland's coercive control offence commenced on 26 May 2025, signalling a more explicit legal recognition that patterns of domination, surveillance, isolation, and intimidation can be criminally relevant even without discrete incidents of physical violence.[73] Practically, this increases the need for staff who can identify process risks (without diagnosing), apply safe model modifications, and avoid designing a process that inadvertently strengthens coercive dynamics.

Child safety duties operate in the same practical space. Queensland's Child Protection Act 1999[74] establishes role-based mandatory reporting obligations for certain work categories and sets out the "reportable suspicion" framing in statute. Queensland government guidance provides a clear operational summary of who must report and when, including that foster and kinship carers have mandatory reporting duties for children in care.[75] This means screening is simultaneously clinical, legal, and operational: it determines whether FDR proceeds, how it proceeds, what supports are required, and whether protective referrals must occur before any negotiation can safely begin.

4.4.2 Indiana: categorical separation in some proceedings (e.g., protection order context)

Indiana's system provides one bright-line operational boundary that is useful for comparison. Under the Indiana Civil Protection Order Act[76], a court may *not* order parties into mediation or refer parties to mediation for resolution of the issues in a petition for an order for protection regarding family or domestic violence. That prohibition does not mean mediation never occurs between the same parties. It means the protection order proceeding itself is not treated as a "dispute to mediate." This clean separation clarifies roles: the protective jurisdiction prioritises safety and enforceable protections, and mediation is reserved for other lanes where participation can be more safely structured.

Outside the protection order context, mediation in Indiana domestic relations matters is commonly connected to court case management and the state ADR rules framework. Confidentiality and admissibility are addressed through the Indiana Rules for Alternative Dispute Resolution, including Rule 2.11.[77] Indiana's child abuse and neglect reporting duty is broad: an individual who has reason to believe a child is a victim of abuse or neglect must make a report.[78] This creates a practical difference from Queensland's role-based

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[73] https://www.qld.gov.au/community/getting-support-health-social-issue/support-victims-abuse/need-to-know/coercive-control/coercive-control-laws
[74] https://www5.austlii.edu.au/au/legis/qld/consol_act/cpa1999177/s13e.html
[75] https://www.families.qld.gov.au/our-work/child-safety/about-child-protection/mandatory-reporting
[76] https://law.justia.com/codes/indiana/title-34/article-26/chapter-5/section-34-26-5-15/
[77] https://rules.incourts.gov/Content/adr/rule2-11/current.htm
[78] https://law.justia.com/codes/indiana/title-31/article-33/chapter-5/section-31-33-5-1/

mandatory reporting structure and tends to shape how mediators frame confidentiality boundaries during intake and sessions.

4.4.3 How safety changes the mediation model

Across both jurisdictions, the safety posture drives the model. "Joint versus shuttle" is rarely a neutral stylistic choice in family matters; it is a risk control decision based on power imbalance, fear, intimidation patterns, and the likelihood of escalation.

Common safety-driven process modifications include:

1. **Shuttle or segmented sessions:** reducing direct contact when intimidation, coercive control patterns, or escalation risk is present.
2. **Supported and legally assisted models:** adding legal advice pathways and support persons where power imbalance is material and parties need structured assistance (and where referral ecosystems can safely support this).
3. **Arrival, departure, and venue protocols:** staggered arrivals, separate waiting areas, and no-contact expectations that are actively managed rather than assumed.
4. **Online delivery where appropriate:** useful for distance and some risk scenarios, but not inherently safer if surveillance, monitoring, or device control is suspected.
5. **Coercive control aware practice:** recognising behavioural patterns (monitoring, isolation, financial control, threats) and responding with tighter structure, clearer boundaries, and increased referral emphasis rather than pushing for compromise.

A key "process harm" principle sits underneath these choices: the wrong process can worsen risk. For example, urging direct negotiation where one party is fearful can reinforce control dynamics. Conversely, declining to proceed without a warm referral plan can also increase risk by leaving clients without pathways. High-quality services hold both truths at once: safety gatekeeping and safe bridging to supports.

4.4.4 Documentation discipline and information sharing realities

Safety is only as strong as documentation discipline and escalation pathways. Records, risk notes, and referrals are governance tools, not merely the side obligations of administration. Managers use them to standardise decision-making and to create defensible consistency across practitioners.

In Queensland, documentation discipline intersects with child protection reporting thresholds and with DFV-informed practice standards. It also intersects with Commonwealth family law information-sharing reforms that commenced in 2024, which emphasise that safety-relevant information must be handled in a way that supports

effective decision-making in parenting contexts.[79] Rather than recording everything, It means services must record what matters: screening outcomes, rationales for model choice, referrals made, and any escalation steps taken according to protocol.

In Indiana, documentation is shaped by ADR rules and by what mediators can and cannot report back to the court under confidentiality expectations (typically status rather than content). Indiana ADR Rule 2.11[80] provides the baseline for confidentiality and admissibility expectations. The broader duty-to-report environment for child abuse and neglect also affects how mediators explain the limits of confidentiality.[81]

4.4.5 Manager implications

Safety is a throughput driver and an ethical imperative. Services without consistent triage standards tend to become overloaded, inconsistent, and risk-exposed. Managers strengthen safety and quality by standardising: (1) screening tools and escalation thresholds; (2) model selection rules, including when to shift to shuttle, supported pathways, pause and refer, or decline; (3) staff scripts on confidentiality limits and reporting duties; and (4) documentation templates that capture decisions and rationales without over-recording sensitive narrative. In regional footprints, these standards matter even more because outreach logistics reduce the margin for ad hoc decision-making and increase the need for consistent supervision cadence and referral relationships.

Table 4: Safety triage decision tree (Queensland-forward)

Triage outcome	Typical indicators	Process settings	Required actions (service governance)
Proceed	No DFV indicators; stable communication; no fear; no child safety concerns raised	Joint or standard model	Standard intake, explain confidentiality and limits, schedule normally
Proceed with modifications	Some intimidation history; high conflict; handover problems; emerging control patterns	Shuttle or structured sessions; supported model; safety plan	Stagger arrivals, separate waiting, clear ground rules, supervision check-in
Pause and refer	Active DFV concerns; current protection order processes; significant instability; suspected child harm requiring action	Hold FDR until safety pathway is established	Warm referral to DFV supports, legal advice, child safety consultation per protocol
Do not proceed	Immediate safety threat; credible coercive control with monitoring; party cannot negotiate freely; protective pathway is primary	No FDR service delivery	Document decision, safety referral, escalate internally, ensure staff safety

[79] https://www.fcfcoa.gov.au/news-and-media-centre/fla2023
[80] https://rules.incourts.gov/Content/adr/rule2-11/current.htm
[81] https://law.justia.com/codes/indiana/title-31/article-33/chapter-5/section-31-33-5-1/

4.5 Property, Debt, and Financial Disentanglement

4.5.1 Queensland and Australia: property as a "pool," fairness, and formalisation risk

In Queensland, property and debt work is anchored in Commonwealth family law and typically conceptualised as a single "pool" of assets and liabilities to be identified, valued, and then adjusted in a way the court considers "just and equitable" (for married parties under s 79,[82] and for de facto parties under s 90SM[83] of the Family Law Act 1975 (Cth)). The point for practitioners is not to litigate the test in-session, but to understand that everyday negotiations are implicitly shaped by that court framework. In other words, parties tend to bargain in the shadow of what a court might do if agreement fails, even when the matter remains entirely out of court. Relevant starting points include the legislation itself, and the Federal Circuit and Family Court's practical guidance on "informal agreement through to filing consent orders."[84]

What mediators and FDR practitioners typically handle (and what they should not): In Queensland-facing service delivery, practitioners often assist with process design (sequencing, information gathering, agenda setting), reality-testing proposals, and helping parties translate conflict into trade-offs they can explain and implement. The risk is not "talking about money," but drifting into legal advice, particularly around entitlements, tactics, or drafting instruments intended to have binding effect.

A common operational safeguard is a clear service script distinguishing legal information from legal advice, plus a consistent referral pathway to independent legal advice for parties who want binding outcomes. The court's own "we have agreed" pathway makes the point plainly: agreement can be reached without court, but formalising it is its own step with specific options and consequences.[85]

Practical disputes that show up repeatedly in Queensland property and debt work:

6. **Identifying the pool (assets + liabilities):** parties often disagree about what "counts" (for example, informal loans from family, vehicles used by a new partner, business interests, tax debts, or liabilities on joint credit). The pool mindset keeps attention on both sides of the ledger, not just headline assets.
7. **Interim mortgage and debt responsibility:** who pays the mortgage, rates, insurance, or credit cards while waiting for sale or refinance. These "interim" arrangements can become the real dispute because they affect cashflow and safety.

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[82] https://classic.austlii.edu.au/au/legis/cth/consol_act/fla1975114/s79.html
[83] https://classic.austlii.edu.au/au/legis/cth/consol_act/fla1975114/s90sm.html
[84] https://www.fcfcoa.gov.au/fl/fp/overview
[85] https://www.fcfcoa.gov.au/fl/fp/agree

8. **Who stays in the home:** sometimes driven by children's stability, sometimes by affordability, sometimes by control dynamics.
9. **Sale vs retain strategies:** retain-and-refinance is operationally simple only when serviceability, valuation, and timing align. Otherwise, it becomes a rolling conflict.
10. **Superannuation as a specialised lane:** superannuation splitting is common in property settlements but has technical and administrative complexity that pushes many matters toward legal advice and careful drafting, including plan-specific requirements. A practical reference point is the court's financial and property guidance (above) and Commonwealth information about property law changes, which is useful for explaining the current policy settings to clients in plain terms.[86]
11. **Disclosure expectations and "what if someone hides the ball":** in practice, "non-disclosure" usually surfaces as a pattern: missing documents, inconsistent numbers, refusal to sign authorities, or sudden "I forgot" revelations. For managers, the governance issue is that disclosure disputes change the suitability of a facilitative model. They also elevate the risk that any eventual orders or agreements will be challenged. The existence of statutory pathways to set aside property orders (for example, s 79A) is one reason managers treat disclosure red flags as process red flags, not merely difficult personalities.[87]

Formalisation risk in Queensland. Parties can reach an in-principle agreement and still end up unprotected if they do not formalise appropriately, or if they wait too long and drift into limitation issues. The time limits for commencing certain property proceedings (and the fact that extensions are not automatic) are not a drafting technicality. They are a case-management driver. The legislative time-limit framework appears in s 44 of the Family Law Act.[88] Queensland Legal Aid also frames property order pathways and related guidance in a practical way suitable for client-facing explanations.[89]

4.5.2 Indiana: marital estate concept and negotiated distribution mechanics

Indiana's property division framework is state-based and is often described to clients through the concept of the "marital estate." The court is directed to divide marital property in a "just and reasonable manner," and the law starts from a presumption that an equal division is "just and reasonable," while allowing rebuttal based on specific statutory factors. For practitioners, that default presumption tends to become the negotiation

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[86] https://www.ag.gov.au/families-and-marriage/publications/family-law-property-changes-10-june-2025-fact-sheet-separating-couples
[87] https://classic.austlii.edu.au/au/legis/cth/consol_act/fla1975114/s79a.html
[88] https://classic.austlii.edu.au/au/legis/cth/consol_act/fla1975114/s44.html
[89] https://www.legalaid.qld.gov.au/Find-legal-information/Relationships-and-children/Going-to-the-family-law-courts/Applying-for-financial-or-property-orders

anchor, even when the end result is not 50/50. The key statutory references commonly used in practice include Indiana's equal-division presumption and rebuttal factors[90] and the definition and scope of "property" that falls into the marital estate.[91]

Typical mediated issues in Indiana look familiar to Queensland practitioners, but the bargaining language differs:

1. **Home equity and refinancing:** who keeps the house, who qualifies to refinance, and what the buyout looks like in dollars and deadlines.
2. **Retirement accounts:** division is common, and in many U.S. retirement-plan contexts a Qualified Domestic Relations Order (QDRO) is the practical mechanism that allows a plan to pay an alternate payee under a divorce order. This intersects with federal retirement-plan rules and plan administrator requirements, which makes it a high-risk drafting area without specialist handling. A reliable baseline explanation is the IRS QDRO guidance[92] and the U.S. Department of Labor's QDRO resource.[93]
3. **Vehicles, personal property, and "who takes what":** often resolved through lists, values, and offset payments.
4. **Business interests:** valuation disputes and "income versus asset" arguments.
5. **Tax liabilities and filing choices:** allocation of refunds or debts, and who carries which risk if amended returns are needed.
6. **Interim payment responsibilities:** who pays which bills until final orders, and what happens if a party stops paying.

Indiana also has clear case-management mechanics around mediation timing when ordered in dissolution matters, which shapes the urgency of preparation, exchange of documents, and drafting. Indiana's dissolution mediation provisions include a 60-day completion expectation when a case is ordered to mediation, tied to final hearing scheduling.[94]

4.5.3 Cross-jurisdiction practitioner comparison

What feels the same to mediators on the ground: the conflict is usually about the home, debt, cashflow, and the fear of future instability. The bargaining work involves sequencing, disclosure, reality-testing, and building implementable trade-offs. In both jurisdictions, "interim" arrangements often carry more emotional and practical weight than the final

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[90] https://law.justia.com/codes/indiana/title-31/article-15/chapter-7/section-31-15-7-5/
[91] https://law.justia.com/codes/indiana/title-31/article-15/chapter-7/section-31-15-7-4/
[92] https://www.irs.gov/retirement-plans/plan-participant-employee/retirement-topics-qdro-qualified-domestic-relations-order
[93] https://www.dol.gov/agencies/ebsa/about-ebsa/our-activities/resource-center/publications/qdros
[94] https://law.justia.com/codes/indiana/2011/title31/article15/chapter9-4/

division, because interim terms determine whether parties can pay rent, keep utilities on, or maintain children's routines.

What differs in ways practitioners notice quickly:

1. **The legal "container" parties assume:** Queensland clients often talk in "fairness" terms without assuming a default percentage, while Indiana clients and lawyers more often start from a 50/50 reference point (even if it will be argued away).
2. **How formalisation risk presents:** Queensland matters are especially vulnerable to the gap between an agreement in principle and an enforceable instrument, plus the time-limit pressure points under s 44. Indiana matters often move more directly from mediated terms into court filing and decree incorporation, with court timelines (including mediation timing rules) driving urgency.
3. **Retirement and superannuation complexity looks different, but functions similarly:** both are "specialised lanes" where imprecision is punished. In Australia, superannuation splitting has its own rules and implementation steps; in the U.S., QDRO mechanics and plan administrator requirements do the same job of forcing technical compliance.

4.5.4 Manager implications: governance, scope control, and formalization discipline

Property and debt matters can appear straightforward but routinely become high-risk for service delivery. The core managerial task is to keep the service effective without drifting into legal advice territory, and to prevent "agreement" from being mistaken for "protection."

Three governance priorities support that outcome:

1. **Scope clarity and referral discipline.** Staff should be trained to provide legal information (process pathways, typical document checklists, and options for formalisation) while consistently referring parties to independent legal advice for entitlements, strategy, and binding drafting. Standard scripts and file notes reduce inconsistency and complaints, particularly in matters involving superannuation splitting or technical instruments. A practical anchor is the court's guidance on pathways for people who have reached agreement and are considering formalisation options.[95]
2. **Disclosure as a gatekeeping threshold.** A service should treat incomplete disclosure as a suitability issue, not merely a negotiation challenge. Managers can standardise minimum document expectations (assets, liabilities, income, and key tax and retirement/superannuation records), plus escalation rules when red flags appear. Where disclosure is persistently resisted, the safest pathway is often to

[95] https://www.fcfcoa.gov.au/fl/fp/agree

pause and refer to legal advice or supported models, rather than proceed with a facilitative process that risks unfairness or later challenge. In Queensland practice, the statutory existence of set-aside pathways highlights why disclosure failures are not neutral to enforceability risk.[96]

3. **Formalisation and timelines as workload drivers.**
    a. **In Queensland-forward practice,** managers should ensure staff can clearly explain the difference between an in-principle property agreement and a legally enforceable outcome, and can flag time-limit pressure points early. The Family Law Act time-limit framework for certain property applications is an operational risk factor because delay can narrow options and increase urgency-driven settlements.[97]
    b. **In Indiana contexts,** court-managed timelines and ordered mediation windows can play the same workload role by compressing preparation and drafting time.[98]
4. Managerially, the goal is a predictable service posture: a clear intake sequence (disclosure first), a consistent boundary between mediation and legal advice, and a reliable pathway from negotiated terms to formalisation through appropriate external supports. This protects clients, staff, and the organisation while preserving the service's role as a practical problem-solving forum.

[96] https://classic.austlii.edu.au/au/legis/cth/consol_act/fla1975114/s79a.html
[97] https://classic.austlii.edu.au/au/legis/cth/consol_act/fla1975114/s44.html
[98] https://law.justia.com/codes/indiana/2011/title31/article15/chapter9-4/

Practice Note 4.5: Red flags that a "simple property mediation is actually a disclosure dispute

Treat these as suitability and governance signals, not just negotiation behavious:

6. Repeated refusal to exchange core documents (bank statements, mortgage balances, superannuation or retirement statements, tax returns) without a coherent reason.
7. Moving target narratives ("the debt is yours," then "it is joint," then "it does not exist").
8. Sudden discovery of new accounts, loans, or "gifts" after proposals are made.
9. High control over information access (one party controls all logins, mail, passwords, or business records).
10. Unrealistic settlement positions paired with "trust me" and hostility to verification.
11. Pressure for immediate signing while resisting independent legal advice or time to review.
12. Threats to bankrupt the other party or "hide assets," even as bluster.

Operational response that protects clients and the service: pause, re-sequence to disclosure and advice pathways, consider supported models, and standardise documentation of what was requested, what was provided, and why the process model changed.

4.6 Agreement Drafting, Formalisation, and Enforceability

This is where credibility is won or lost in practice. Parties often experience "agreement reached" as the finish line. In both Queensland and Indiana, the legal system treats agreement as the start of a second phase: formalisation, filing, and enforceability. The key difference is the shape of that second phase.

Queensland has a clear outcomes ladder where some products of negotiation are intentionally non binding unless converted into court orders or a compliant financial agreement. **Indiana** mediation outputs are typically drafted with court filing in mind from the outset, and enforceability turns heavily on whether the agreement is reduced to writing and properly signed under the ADR rules.

4.6.1 Queensland outcomes ladder: "agreement" ≠ "binding"

4.6.1.1 Parenting plans as a working document, not an enforcement tool

A parenting plan is a written agreement between parents about arrangements for children. It can be extremely useful as a practical roadmap and as a way to reduce conflict. But it is

generally not legally enforceable in the way a court order is, and this must be explained early so clients do not over rely on it. The Federal Circuit and Family Court of Australia (FCFCOA) is explicit that parenting plans are not legally enforceable, even though they can influence later decision making and can help parents clarify expectations.[99]

Queensland practice also requires a careful "translation" step for clients who arrive using the language of custody. The mediator can help convert that framing into the components that later become orders if needed, such as who the child lives with, who the child spends time with, communication, and changeovers. Where relevant, the statutory definition of parenting plan sits in the Family Law Act.[100]

4.6.1.2 Consent orders as the primary binding pathway for many negotiated outcomes

If parties want a negotiated outcome to be legally binding and enforceable, the most common pathway is to apply for consent orders. The court will consider whether proposed parenting orders are in the child's best interests, and will review property orders for fairness and adequacy of information. In practice, the operational point is simple: a well drafted agreement often still needs to be "converted" into the court's language and filing requirements. The FCFCOA provides the process guidance[101] and kit[102] for applying for consent orders.

4.6.1.3 Financial agreements as a specialist lane with strict technical requirements

Financial agreements (often called binding financial agreements) are contracts made under the Family Law Act. They can deal with property and spousal maintenance, but they are only binding[103] if statutory requirements are met, including signature and independent legal advice requirements (and associated statements).[104]

The FCFCOA's guidance emphasises what matters operationally: these agreements are technical and parties should obtain legal advice.[105]

For Queensland FDR service delivery, this produces a predictable pattern: mediators can help parties reach workable terms, but must be disciplined about explaining what the service can produce, and which outcomes require legal advice or court processes to become binding.

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[99] https://www.fcfcoa.gov.au/fl/pubs/parenting-plans
[100] https://classic.austlii.edu.au/au/legis/cth/consol_act/fla1975114/s63c.html
[101] https://www.fcfcoa.gov.au/fl/hdi/apply-consent-orders
[102] https://www.fcfcoa.gov.au/fl/forms/apply-consent-orders-kit
[103] https://classic.austlii.edu.au/au/legis/cth/consol_act/fla1975114/s90g.html
[104] https://classic.austlii.edu.au/au/legis/cth/consol_act/fla1975114/s90uj.html
[105] https://www.fcfcoa.gov.au/fl/fp/financial-agreements

4.6.2 Indiana: mediated settlement agreements and court incorporation

Indiana's domestic relations mediation operates inside a court connected framework where mediation is frequently ordered or strongly encouraged during case management. As a result, the mediated product is usually designed for filing. Under Indiana's ADR rules, if an agreement is reached it must be reduced to writing and signed by the parties and their counsel (in domestic relations matters) to be enforceable, and then filed with the court.[106]

The practical lifecycle commonly looks like this:

1. Negotiated terms are reached in mediation (full or partial).
2. The mediator and parties ensure terms are written with court entry in mind (clarity, specificity, compliance with local practice).
3. The settlement is filed and, if approved, incorporated into the decree.

Indiana Code supports the incorporation model by providing that, if approved, the terms of the parties' agreement are incorporated and merged into the dissolution decree.[107]

Special caution for child related provisions: even where parents agree, custody and parenting time outcomes remain subject to the court's best interests obligations. Indiana's custody statute sets the best interests framework and factors the court considers.[108]

So the mediated agreement is often a strong foundation, but it does not replace the court's supervisory role for children's matters.

4.6.3 Practical drafting issues both jurisdictions face

Even where the formalisation path differs, the same drafting failures reliably create future conflict, re litigation, and reputational risk for services.

Common drafting failures:

- **Vague obligations:** "reasonable," "as agreed," "when possible," "flexible," without a default rule if agreement fails.
- **Missing operational details:** no times, no locations, no handover procedure, no transport responsibility.
- **Schedules that ignore real logistics:** work patterns, school start times, distance, flight availability for regional families.
- **Debt allocation without enforcement clarity:** no repayment timeline, no indemnity language, no consequences if one party defaults.

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[106] https://rules.incourts.gov/Content/adr/rule2-7/current.htm
[107] https://law.justia.com/codes/indiana/title-31/article-15/chapter-2/section-31-15-2-17/
[108] https://law.justia.com/codes/indiana/title-31/article-17/chapter-2/section-31-17-2-8/

- **No dispute re entry clause:** nothing that directs parties back to a structured process (return to FDR, lawyer assisted negotiation, or a review date) before escalation.

Enforceability is more than whether a court enforce it. It is also whether the agreement is self executing enough to prevent repeated conflict.

Table 5: Enforceability pathways: Queensland vs Indiana

Table 5: Enforceability pathways: Queensland vs Indiana

Domain	QLD: what the mediator can produce	QLD: what makes it binding	QLD: common pitfalls	IN: what the mediator can produce	IN: what makes it binding	IN: common pitfalls
Parenting arrangements	Parenting plan; heads of agreement; draft minutes for consent orders	Consent orders made by the court	Parties believe a parenting plan is enforceable; vague schedules; unsafe changeovers	Written mediated agreement for filing	Reduced to writing and signed as required, then filed and approved, with best interests oversight	Parties reach "agreement" but do not sign correctly; child terms not aligned with best interests factors
Property and debt	Draft terms; referral to legal advice; draft minutes for consent orders	Consent orders, or compliant financial agreement	Informal agreement never formalised; inadequate disclosure; tax and superannuation issues mishandled	Written settlement terms for decree	Court approved agreement incorporated into decree	Missing debt detail; refinancing not achievable; tax allocation ignored
Child support	Usually triage and referral (administrative scheme)	Services Australia assessments or registered agreements	Clients try to "privately agree" without understanding registration or assessment impacts	Mediation may address practical support issues tied to overnights, insurance, childcare	Orders guided by Indiana Child Support Guidelines	Under disclosure of income; overnights miscounted; medical and childcare costs omitted
Protection orders	Not an FDR outcome; safety pathway is separate from parenting negotiation	DFV orders made under state law processes	Parties attempt to negotiate safety terms in FDR when protective jurisdiction is needed	Protection order petitions are not mediated	Indiana statute prohibits court ordered or referred mediation for protection order petitions	Parties pressure for mediation despite active protection order issues; unsafe contact arrangements

Practice Note: 4.6 drafting precision checks before anyone signs

Practice Note 4.6: Drafting precision checks before anyone signs

1. **Define the outcome type:** (e.g., parenting plan, consent order minutes, property heads of agreement, partial agreement, full settlement.)
2. **Use dates and times everywhere:** "Friday 5:00 pm" beats "Friday after school."
3. **Specify changeover location and method:** where, who transports, what happens if late.
4. **Build a default rule** if parties cannot agree on variations (for holidays, swaps, special events).
5. **Clarify communication:** channel (app, email, text), frequency, and child communication arrangements.
6. **Include safety provisions where relevant:** third party changeovers, neutral locations, no direct contact.
7. **Define decision making:** schooling, health, religion and culture, passports, extracurriculars, and how disagreements are handled.
8. **Property terms must be executable:** sale process, listing date, reserve authority, who pays mortgage until sale, and what happens if refinance fails.
9. **Debt terms need enforcement logic:** who pays, by when, indemnities, evidence of payments, and consequences for default.
10. **Add a dispute re entry pathway:** review date, return to FDR clause, or an agreed escalation sequence.

4.6.4 Manager implications: drafting discipline as a quality, safety, and compliance system

Agreement drafting is not a "nice-to-have" skill in family dispute resolution. It is one of the most reliable predictors of whether a service reduces conflict or unintentionally creates it. For managers, the goal is not to turn practitioners into quasi-lawyers. The goal is to create a consistent service posture where clients understand what the service can produce, what becomes binding (and how), and what must be referred for legal advice or formal court processes.

Four management levers make this predictable.

1) **Standardise the outcomes ladder and client scripts.** Staff should use a consistent explanation of the Queensland outcomes ladder: parenting plan[109]

[109] https://www.fcfcoa.gov.au/fl/pubs/parenting-plans

(workable but generally not enforceable), consent orders[110] (binding and enforceable once made by the court), and financial agreements (binding only if strict statutory requirements are met). Court-facing guidance provides plain language anchors for these explanations and reduces the risk of overpromising. For services that work with diverse or self-represented clients, managers should ensure staff can explain the "agreement versus binding" distinction without jargon and can repeat it at key points (intake, before drafting, and before signing).

2) **Treat drafting precision as a safety control.** Vague clauses are not neutral. They are predictable conflict triggers. Managers can reduce re-entry and escalation by requiring minimum drafting elements for all parenting and property terms: dates, times, locations, transport responsibilities, contingencies, and review mechanisms. This aligns with the courts' emphasis on clarity and compliance[111] in parenting arrangements, particularly around changeovers and communication patterns that can escalate conflict. In high-risk matters, drafting discipline is also a safety plan: precise handover arrangements and contact boundaries can reduce opportunities for intimidation or coercive contact.
3) **Build a formalisation pipeline and protect boundaries around legal advice.** Many Queensland disputes fail at the point between "we agree" and "it is legally enforceable." Managers should therefore treat formalisation as an operational workflow with clear handoffs. This includes templates for consent-order-ready terms, checklists for required information, and consistent referral pathways to independent legal advice. Financial agreements are a particular boundary risk because the statute imposes strict technical requirements, including legal advice provisions, which makes it inappropriate for a mediation service to imply that a simple signed document is enough.[112] The managerial stance should be: the service can support clear terms and safe process, and the service can point to formal pathways, but legal advice and technical drafting for binding instruments sits outside the mediator's role.
4) **Quality assurance through file audits, supervision prompts, and "failure mode" tracking.** Managers strengthen consistency by auditing a small sample of agreements and files monthly against a drafting rubric: specificity, feasibility, safety provisions, and inclusion of re-entry clauses. Supervision should include structured prompts, such as: "What is the enforceability pathway for this agreement," "What are the top two ambiguity risks," and "What is the contingency if the refinance or schedule change fails." Tracking failure modes (for example, repeated disputes

[110] https://www.fcfcoa.gov.au/fl/hdi/apply-consent-orders
[111] https://www.fcfcoa.gov.au/fl/pubs/compliance-parenting-orders
[112] https://classic.austlii.edu.au/au/legis/cth/consol_act/fla1975114/s90g.html

about holidays, changeovers, debt defaults, or vague communication terms) turns complaints and re-entry into service improvement data.

The overall managerial takeaway is that enforceability is not solely a legal concept. It is a service quality outcome. A well-run program delivers agreements that parties can implement, that do not depend on goodwill alone, and that are positioned for the correct formalisation pathway where binding outcomes are needed.

4.7 Confidentiality, Admissibility, and Ethical Boundaries

Confidentiality is one of the main reasons families agree to attempt mediation or FDR. It is also one of the most common sources of misunderstanding. In both Queensland and Indiana, the practical challenge is not whether confidentiality exists. The challenge is explaining the boundaries precisely, documenting appropriately, and maintaining ethical neutrality without becoming passive when power is imbalanced.

4.7.1 Queensland confidentiality in FDR: the practical client script

In Queensland family dispute resolution, confidentiality is anchored in the Family Law Act 1975 (Cth). A core rule is that an FDR practitioner must not disclose communications made during FDR unless disclosure is required or authorised by the Act.[113] The Attorney-General's Department summarises this in plain language: FDR is confidential and, when conducted by an accredited practitioner (or court-authorised), the content is generally not admissible in court subject to exceptions.[114]

A practitioner-facing way to explain this to clients (and to repeat at intake and before sessions) is:

- "What you say here is private and generally cannot be used in court."
- "There are exceptions, mainly safety-related, where the practitioner may have to disclose information."
- "I can explain process options and how agreements can be formalised, but I cannot give legal advice."

The court's own public guidance reinforces the same theme: communications in family dispute resolution are confidential except in certain circumstances, and practitioners may be required by law to report some disclosures or risks.[115]

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[113] https://classic.austlii.edu.au/au/legis/cth/consol_act/fla1975114/s10h.html
[114] https://www.ag.gov.au/families-and-marriage/family-dispute-resolution/what-stays-confidential-family-dispute-resolution
[115] https://www.fcfcoa.gov.au/fl/pubs/cb-fdr

Confidentiality also shapes recordkeeping. Queensland FDR practice generally benefits from a "minimum necessary" approach: enough notes to evidence intake, suitability assessment, service delivery, and referral steps, while avoiding gratuitous detail that can create safety risk, misunderstanding, or later dispute. The more safety risk rises, the more managers should standardise what is documented, where it is stored, and how escalation decisions are recorded as governance actions rather than narrative accounts.

4.7.2 Indiana confidentiality under ADR rules: practical implications

Indiana frames confidentiality through the Indiana Rules for Alternative Dispute Resolution, not through a family law specific statutory confidentiality regime. Under ADR Rule 2.11, mediation sessions are confidential and closed to others except those permitted by the mediator, and the rules state that the confidentiality of mediation may not be waived.[116] This "non-waivable" framing is an immediate difference in the way confidentiality is conceptualised and explained to parties.

> (1) Mediation sessions shall be confidential and closed to all persons other than the parties of record, their legal representatives, and persons invited or permitted by the mediator.
>
> (2) The confidentiality of mediation may not be waived.
>
> 2.11. Confidentiality and Admissibility – Indiana ADR Rule 2.11

Indiana's model also makes clear that the court generally receives status, not content. Under ADR Rule 2.7,[117] within ten days after mediation the mediator submits a report of mediation status indicating whether agreement was reached in whole or in part, or whether mediation was extended, without comment or recommendation.[118] The practical implication is that a mediator must be disciplined about what gets communicated back to the court. The report is a case management tool, not a narrative of what happened in session.

[116] https://rules.incourts.gov/Content/adr/rule2-11/current.htm
[117] https://www.insd.uscourts.gov/sites/insd/files/ADR%20Rules.pdf
[118] https://rules.incourts.gov/Content/adr/rule2-7/current.htm

> With the exception of privileged communications, the rules of evidence do not apply in mediation, but factual information having a bearing on the question of damages should be supported by documentary evidence whenever possible.
>
> 2.7. Rules of Evidence – Indiana ADR Rule 2.7

4.7.3 "Neutrality" and conflict of interest

Both jurisdictions expect mediator neutrality, but "neutral" is frequently misunderstood by clients as meaning the mediator will ensure fairness or equal bargaining power. In reality, neutrality means impartiality about outcomes, while still actively managing the process to keep it safe and workable.

In Queensland FDR, conflict of interest is not a soft ethical preference. The current Commonwealth regulatory settings include explicit requirements to avoid conflicts of interest for accredited practitioners[119] within the broader Family Law (FDRP) Regulations 2025 framework.[120] In practice, conflicts can arise through prior professional relationships, community overlap in regional footprints, or "dual role" risks (for example, providing counselling, case management, and mediation in a way that blurs boundaries).

Managing multi-party dynamics is also a routine reality. Grandparents, new partners, interpreters, and support persons can be appropriate in some cases, but they change power dynamics and confidentiality risk. A best-practice posture is to treat attendance as a structured decision: clarify purpose (support, interpretation, child focus), obtain informed agreement, set behavioural rules, and document the rationale. Where coercive control or intimidation is suspected, managers should empower practitioners to restrict who attends and to move to shuttle, supported models, or separate arrivals, without framing the choice as punitive.

4.7.4 Managerial implications in Queensland

Managers maintain ethical compliance and client trust by standardising four things:

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[119] https://classic.austlii.edu.au/au/legis/cth/num_reg/fldrpr2025202500304678/s25.html

[120] https://www.ag.gov.au/families-and-marriage/family-dispute-resolution/family-law-family-dispute-resolution-practitioners-regulations-2025

1. **Client scripts and written materials** that accurately explain confidentiality[121] and its limits, without overpromising, aligned to Commonwealth and court guidance.[122]
2. **A documentation framework** that separates administrative facts (attendance, suitability screening, referrals) from unnecessary narrative, and that escalates safety-related information into controlled governance pathways.
3. **A neutrality model that is active, not passive**, with training that distinguishes process management from advocacy.
4. **Clear boundaries around what staff can produce**, especially where parties seek legal advice, strategic guidance, or "likely court outcomes."

Practice Note 4.7: Ethical boundaries: legal advice vs legal information; coaching vs advocating.

Practice Note 4.7: Ethical boundaries: legal advice vs legal information; coaching vs advocating

1. **Legal information (generally appropriate):** explaining process options, what documents are needed for consent orders, what a parenting plan is, and the difference between a workable agreement and a binding outcome, using official sources.
2. **Legal advice (refer out):** predicting entitlements, recommending a settlement range, advising whether to accept an offer, or drafting a binding financial agreement strategy (which carries technical requirements).
3. **Coaching (can be appropriate when even-handed):** helping parties prepare an agenda, reality-testing logistics, and encouraging specific drafting.
4. **Advocating (not appropriate):** pressing one party's preferred outcome, using private caucus to lobby, or allowing a support person to dominate the process.

[121] https://www.ag.gov.au/families-and-marriage/family-dispute-resolution/what-stays-confidential-family-dispute-resolution
[122] https://www.fcfcoa.gov.au/fl/family-dispute-resolution

4.8 Mandatory Reporting and Child Safety: Triggers, Who Must Report, and How It Collides with Confidentiality

4.8.1 Queensland: role-based mandatory reporting + organisational protocols

The legal trigger in Queensland is deliberately narrow, but operationally serious. Under Queensland's Child Protection Act 1999 (Qld), mandatory reporting is framed around a "reportable suspicion" held by specified "relevant persons." A reportable suspicion is a reasonable suspicion that a child has suffered, is suffering, or is at unacceptable risk of suffering significant harm caused by physical or sexual abuse, and may not have a parent able and willing to protect the child from that harm.[123]

Once a relevant person forms that suspicion, the Act requires a written report to the chief executive, and the report must state the basis for the suspicion and include prescribed information to the extent known[124]

Two practical clarifiers matter for frontline service delivery:

1. **Mandatory reporting does not equal "only mandatory reporters can report."** Queensland's child safety guidance consistently communicates that any person can raise concerns, and the system provides pathways for both "referral" (earlier support) and "report" (where a child may be in need of protection).[125]
2. **Most FRC staff will not be "relevant persons" under the Child Protection Act categories, but the service still needs a protocol.** The practice issue is not only "Do I have a statutory duty?" It is "What does the service do safely, consistently, and lawfully when risk is disclosed?"

A workable Queensland FRC protocol usually standardises:

- **Escalation and consultation:** who the practitioner consults immediately (clinical lead, DFV specialist, on-call supervisor) when child safety concerns arise.
- **Decision recording:** short, factual recording of the basis for concern and the action taken, aligned to the Act's emphasis on the "basis" of the suspicion.[126]

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[123] https://www.legislation.qld.gov.au/view/whole/html/current/act-1999-010
[124] https://www5.austlii.edu.au/au/legis/qld/consol_act/cpa1999177/s13g.html
[125][125] https://www.families.qld.gov.au/our-work/child-safety/about-child-protection/reporting-referring-concerns
[126] https://www5.austlii.edu.au/au/legis/qld/consol_act/cpa1999177/s13g.html

- **Warm referral versus report pathway:** use Queensland Child Safety channels where the concern suggests a child may be in need of protection, versus Family and Child Connect or other supports where the concern is lower acuity.[127]

4.8.2 Indiana: broader duty to report framework

Indiana takes the opposite legislative design approach. The reporting duty is broad and framed as universal: an individual who has reason to believe a child is a victim of abuse or neglect shall make a report.[128]

Indiana also makes timing explicit: a person with the duty shall immediately make an oral or written report to the Department of Child Services or local law enforcement.[129]

Practical consequence for mediators and parties: disclosures that might be "screened and triaged" within a service governance framework in Queensland often sit inside a culture

> Sec. 4. A person who has a duty under this chapter to report that a child may be a victim of child abuse or neglect shall **immediately** make an oral or written report to:
>
> (1) the department; or
>
> (2) the local law enforcement agency.
>
> IN Code § 31-33-5-4 (2024)

where parties assume that any professional is a mandatory reporter. That expectation changes what clients will say in-session, and it increases the importance of a clear, early confidentiality explanation that includes reporting limits.

4.8.3 Practice collision: when child safety disclosures happen mid-session

The collision is predictable: both systems value confidentiality in dispute resolution, but both also preserve space for disclosures required by law.

[127] https://www.families.qld.gov.au/our-work/child-safety/about-child-protection/reporting-referring-concerns
[128] https://law.justia.com/codes/indiana/title-31/article-33/chapter-5/section-31-33-5-1/
[129] https://law.justia.com/codes/indiana/title-31/article-33/chapter-5/section-31-33-5-4/

Queensland (FDR confidentiality context): Commonwealth family dispute resolution confidentiality is anchored in the Family Law Act 1975 (Cth),[130] and the AGD summarises key exceptions, including disclosure to protect a child from risk of harm.[131]

Indiana (ADR confidentiality context): Indiana ADR Rule 2.11 states mediation sessions are confidential and also notes that a mediator may be required to disclose matters "as required by law."[132]

What the mediator says (a practical, lawful script)

- **Name the limit without threatening the process:** "What you share in mediation is confidential, but there are limits. If information suggests a child is being harmed or is at serious risk, I may have to take steps that include reporting or involving appropriate services."
- **Re-orient to safety and choice:** "My role is not to investigate. My role is to run a safe process and make sure you understand what confidentiality can and cannot cover."
- **Offer a pause and procedural options:** "We can pause now, and I can explain your options and the next steps. If you want support present, or we need to change the model, we can do that."

This aligns with Indiana's procedural emphasis on ensuring parties understand the mediator's role and on domestic violence screening and supports where relevant.[133]

What the mediator does (behavioural checklist)

- **Pause the content, move to process control:** stop the negotiation thread and shift to safety and obligations.
- **Clarify the minimum facts needed:** avoid "digging," record only what is necessary for decision-making and referral/reporting steps.
- **Consult and escalate under protocol:** in Queensland, follow the service's escalation map; in Indiana, meet the "immediate report" expectation where the duty is triggered.[134]
- **Document neutrally:** who disclosed, what was said in substance, what action was taken, and why. Avoid conclusions, diagnoses, or credibility findings.

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[130] https://classic.austlii.edu.au/au/legis/cth/consol_act/fla1975114/s10h.html
[131] https://www.ag.gov.au/families-and-marriage/family-dispute-resolution/what-stays-confidential-family-dispute-resolution
[132] https://rules.incourts.gov/Content/adr/rule2-11/current.htm
[133] https://rules.incourts.gov/Content/adr/rule2-7/current.htm
[134] https://law.justia.com/codes/indiana/title-31/article-33/chapter-5/section-31-33-5-4/

How to reduce chilling effects while meeting obligations

This creates a delicate line for practitioners to walk, which can result in chilling effects. To minimise unwanted side effects which could negatively impact child welfare:

- **Pre-brief early and repeat briefly:** if parties learn about reporting limits only after a disclosure, they experience it as betrayal. Early explanation supports informed participation.
- **Use "minimum necessary" language:** confidentiality is not "broken," it is "limited by law in specific circumstances."
- **Keep the service pathway visible:** explain that support and referral options exist, not only reporting pathways, consistent with Queensland's "report or refer" guidance.[135]

Table 6: Mandatory reporting comparison snapshot

Feature	Queensland	Indiana
Who has a legal duty	Specified "relevant persons" under *Child Protection Act 1999* (Qld) framework[136]	Any individual with reason to believe abuse or neglect[137]
Threshold language	"Reasonable suspicion" of significant harm from physical or sexual abuse plus parent may not protect (reportable suspicion)[138]	"Reason to believe" a child is a victim of abuse or neglect[139]
Timing expectation	Triggered when reportable suspicion is formed; report must state basis[140]	"Immediately" report to DCS or law enforcement[141]
Confidentiality	FDR confidentiality exists, with exceptions including child protection and risk of harm contexts[142]	Mediation confidential, but mediator disclosure can be required by law[143]

[135] https://www.families.qld.gov.au/our-work/child-safety/about-child-protection/reporting-referring-concerns
[136] https://www.legislation.qld.gov.au/view/whole/html/current/act-1999-010
[137] https://law.justia.com/codes/indiana/title-31/article-33/chapter-5/section-31-33-5-1/
[138] https://www.legislation.qld.gov.au/view/whole/html/current/act-1999-010
[139] https://law.justia.com/codes/indiana/title-31/article-33/chapter-5/section-31-33-5-1/
[140] https://www5.austlii.edu.au/au/legis/qld/consol_act/cpa1999177/s13g.html
[141] https://law.justia.com/codes/indiana/title-31/article-33/chapter-5/section-31-33-5-4/
[142] https://www.ag.gov.au/families-and-marriage/family-dispute-resolution/what-stays-confidential-family-dispute-resolution
[143] https://rules.incourts.gov/Content/adr/rule2-11/current.htm

Feature	Queensland	Indiana
Practice implications	Strong need for consistent scripts, escalation pathways, and "report versus refer" triage[144]	Higher likelihood that parties assume universal mandatory reporting; confidentiality briefing must be especially explicit[145]

Practice Note 4.8: The "Disclosure Moment Protocol

[144] https://www.families.qld.gov.au/our-work/child-safety/about-child-protection/reporting-referring-concerns

[145] https://law.justia.com/codes/indiana/title-31/article-33/chapter-5/section-31-33-5-1/

Practice Note 4.8: The "Disclosure Moment" Protocol

1. **Pause and stabilise the process**
    - **Pause** the negotiation immediately and **shift to process control.**
    - **Use calm, plain language:** "I need to pause to clarify what happens when child safety concerns are raised."
2. **Re-state confidentiality boundaries briefly**
    - "This process is confidential, but there are limits. If information suggests a child is being harmed or is at serious risk, I may need to take steps outside the session."
    - **Anchor to official guidance.**
3. **Gather only the minimum facts needed**
    - **Do not investigate or cross-examine.**
    - **Clarify what is essential to decide the next step:** who, what, when, immediate safety.
    - **Avoid "why" questions** that invite speculation or escalation.
4. **Apply the triage decision**
    - Proceed (rare when disclosure suggests risk), Proceed with modifications, Pause and refer, or Do not proceed.
    - **Where risk is acute, treat it as a safety pathway first,** not a negotiation issue.
5. **Escalate through your organisational protocol**
    - **Immediately consult** the designated senior person immediately (team leader, clinical lead, on-call manager).
    - **Use Queensland pathways** to decide whether this is a report or a referral, consistent with state guidance.
6. **Document neutrally and briefly**
    - **Record:** the fact of disclosure, the minimum substance needed, your decision, who you consulted, and actions.
    - **Avoid diagnostic labels, credibility findings, or unnecessary narrative.**
    - **If the matter meets mandatory reporting criteria** for relevant persons, ensure the statutory "basis" requirement is captured.
7. **Close the session safely**
    - **If continuing is inappropriate, end the session with a safety-focused plan:** referral options, follow-up steps, and what will happen next.
    - **Don't leave parties in limbo.** A clear next step reduces distress and reduces risk escalation outside the service.
8. **Debrief and supervision**
    - **Flag the matter for clinical supervision and governance review.**
    - **Track it as a quality and safety indicator (not a "problem client" indicator).**

4.9 Timelines and Case Flow: What Clients Experience vs What Systems Require

Timelines shape client behaviour, triage urgency, and settlement dynamics. In both Queensland and Indiana, the "clock" operates through procedural rules and service capacity constraints. The practical difference is where the pressure originates. In Queensland, the pressure is often created by the pre filing architecture for parenting matters and by service delays. In Indiana, the pressure more often comes from court case management orders and statutory time anchors in dissolution matters.

4.9.1 Queensland: certificate timing, service delays, and formalisation reality

FDR before parenting applications in many cases. Queensland practice is heavily shaped by the Commonwealth requirement that parties make a genuine effort to resolve parenting disputes through FDR before filing in court, unless an exception applies. If FDR is attempted, the practitioner may issue a certificate under section 60I[146] of the Family Law Act 1975 (Cth). The Federal Circuit and Family Court explains this gateway requirement and outlines when a certificate is required and when exceptions may apply.[147]

A second timing feature is that section 60I certificates are not evergreen. Court guidance indicates a certificate is generally valid for 12 months for filing purposes, which creates a behavioural pattern: parties may "cycle" through negotiation, disengage, and then return when the certificate window is closing or has closed, often with escalated urgency.[148]

How time pressure shows up in services. In practice, clients experience a two-track clock:

- **The legal clock:** what must be done before filing, what can be filed now, and what the certificate allows.
- **The service clock:** waitlists, availability of intake appointments, and suitability screening capacity.

When services are stretched, clients may treat intake as a "certificate acquisition" step rather than a problem-solving step. Managers address this by designing triage criteria that preserve FDR integrity while recognising genuine urgency, including safety risks, relocation windows, school term transitions, and imminent court dates.

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[146] https://classic.austlii.edu.au/au/legis/cth/consol_act/fla1975114/s60i.html
[147] https://www.fcfcoa.gov.au/fl/pubs/brochures/fdr
[148] https://www.fcfcoa.gov.au/fl/pubs/brochures/fdr

Consent orders and formalisation timing. Reaching agreement is only part of the timeline story. Parties often underestimate the time needed to formalise outcomes. The FCFCOA's consent orders pathway[149] requires accurate documentation and supporting material, and processing times depend on court workload and the quality of applications.[150] Managers therefore treat "formalisation" as a workflow stage: drafting precision, document readiness, referral to legal advice where needed, and follow up planning.

4.9.2 Indiana: filing-to-decree anchors and ordered mediation timelines

Indiana creates a different type of urgency. Dissolution cases have a statutory waiting period. A court may not grant a dissolution until at least 60 days after the petition is filed (subject to narrow exceptions), which is commonly experienced by clients as the earliest possible end date rather than a true timeline prediction.[151]

Where mediation is ordered in a dissolution proceeding, Indiana's statute provides that mediation must be completed not later than 60 days after the court orders mediation, unless the order is vacated or extended in connection with a scheduled final hearing.[152] This time-bounded structure shapes settlement behaviour:

- Parties tend to prepare faster because a final hearing date is visible.
- Drafting in mediation is often oriented toward filing-ready terms.
- Incomplete disclosure becomes a bigger disruption because it threatens the ability to complete mediation on schedule.

4.9.3 Managerial implications

For managers, timelines translate directly into operational design choices:

- **Waitlists and throughput:** establish triage categories tied to court dates, school term changeovers, relocation windows, and safety risk.
- **Model selection:** time pressure can push parties into "quick agreement," which is unsafe when power imbalance or risk is present. Build capacity for shuttle and supported options so urgency does not force an inappropriate model.
- **Outreach scheduling:** regional footprints magnify timing friction. Bundled outreach trips can reduce travel cost but can increase delays unless paired with strong screening and prioritisation rules.

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[149] https://www.fcfcoa.gov.au/fl/hdi/apply-consent-orders
[150] https://www.fcfcoa.gov.au/fl/forms/apply-consent-orders-kit
[151] https://law.justia.com/codes/indiana/title-31/article-15/chapter-2/section-31-15-2-13/
[152] https://law.justia.com/codes/indiana/2011/title31/article15/chapter9-4/

- **KPI choices:** settlement rate alone is a poor measure under time pressure. Consider indicators such as time-to-intake, attendance, safety screening completion, appropriate referrals, agreement implementability, and re-entry rates.

Table 7: Timeline and caseflow drivers

Table 7: Timeline and case-flow drivers (Queensland vs Indiana)

Timeline driver	Queensland (Commonwealth family law, Queensland service delivery reality)	Indiana (state domestic relations, court-managed case flow)	Operational impact
Pre filing gateway	FDR often expected before parenting applications; s 60I certificate pathway[153]	Mediation commonly ordered or encouraged after filing and during case management	Queensland demand surges around certificate needs; Indiana demand surges around court orders
Time validity	Certificate generally used within a 12-month window[154]	Mediation completion expected within 60 days of order in dissolution cases[155]	Queensland clients may cycle in and out; Indiana clients face a compressed schedule
Formalisation	Consent orders require correct documentation and processing time[156]	Agreements typically filed and incorporated into decree as case progresses	Services must plan for drafting and referral steps, not just session time
Court anchors	Court filing can be driven by urgency and exceptions	60-day minimum waiting period before dissolution can be granted[157]	Indiana parties often treat the hearing date as the deadline; Queensland parties treat intake as the bottleneck

Practice Note 4.9: Communicating timelines without overpromising

Practice Note 4.9: Communicating timelines without overpromising

1. "There are two timelines: the legal process and service availability. I can explain both, but I cannot control either."
2. "Courts often expects FDR first in parenting matters, and certificates generally have a time window for filing."
3. "Agreement today does not automatically mean enforceability tomorrow. Formalising agreements can take longer."
4. "If there are safety concerns, the right model may take longer; speed is not the priority."
5. "We'll be clear about next steps and what is within the service's role, including referrals for legal advice where needed."

[153] https://classic.austlii.edu.au/au/legis/cth/consol_act/fla1975114/s60i.html
[154] https://www.fcfcoa.gov.au/fl/pubs/brochures/fdr
[155] https://law.justia.com/codes/indiana/2011/title31/article15/chapter9-4/
[156] https://www.fcfcoa.gov.au/fl/hdi/apply-consent-orders
[157] https://law.justia.com/codes/indiana/title-31/article-15/chapter-2/section-31-15-2-13/

4.10 Child Support: Administrative Scheme vs Guideline-Driven Model

Child support sits adjacent to most parenting disputes, but it operates through very different legal machinery in Australia and Indiana. For practitioners, the practical issue is not mastering calculations. It is knowing the correct pathway, the right referral point, and the boundaries of what can be discussed in mediation or FDR without drifting into legal advice.

4.10.1 Queensland/Australia: child support as an administrative system

In Queensland, child support is usually handled through Services Australia (Child Support) using an administrative assessment model.[158] Clients typically apply for an assessment through Services Australia and the agency applies a statutory formula to determine the payable amount.[159] The Department of Social Services "Child Support Guide"[160] describes child support assessments and the rules used to calculate amounts, and it explicitly frames the assessment as an "administrative assessment" rather than a court-made order in most cases.

For family dispute resolution services, the triage pattern is consistent. Clients need help understanding what child support is, how to start, and how it interacts with care arrangements. They are then referred to Services Australia for assessment steps and to legal advice for disputes beyond the service scope. Court guidance reinforces that many child support matters require parties to satisfy administrative requirements through Services Australia before any court pathway is relevant.[161]

4.10.2 Indiana: guideline-driven model integrated into court proceedings

Indiana child support is typically determined using the Indiana Child Support Rules and Guidelines,[162] which are court rules anchored in an income shares model.[163] In practice, mediation discussions about parenting time often intersect with guideline inputs, including income disclosure, overnights and parenting time credit, health insurance premiums, and childcare costs. County-level guidance to the public reflects this reality, noting that worksheets consider both parents' income, overnight parenting time, day care expenses, and health insurance.[164]

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[158] https://www.servicesaustralia.gov.au/child-support-assessment
[159] https://www.servicesaustralia.gov.au/how-we-work-out-your-child-support-assessment?context=21911
[160] https://guides.dss.gov.au/child-support-guide
[161] https://www.fcfcoa.gov.au/fl/pubs/fl-child-support
[162] https://rules.incourts.gov/Content/child-support/default.htm
[163] https://rules.incourts.gov/Content/child-support/guideline1/current.htm
[164] https://www.sjcindiana.gov/faq.aspx?TID=27

This structure creates a different feel in mediation. Child support is not a separate administrative lane that clients can resolve later. It often needs to be settlement-ready, at least in principle, because it is part of what the court will incorporate into temporary or final orders.

4.10.3 Practical triage: information, referral, and the legal-advice line

Across both jurisdictions, a safe service stance is:

- **Within scope:** explaining the existence of the child support system, the typical steps, what documents are commonly needed, and how parenting time and care levels affect support inputs, using official sources.
- **Refer out:** advising a client what amount they should agree to, predicting outcomes, recommending a strategy for minimising liability, or drafting terms intended to circumvent statutory requirements.

The point is to keep the service **client-centred and practical** without becoming a quasi-calculation clinic or a substitute for legal advice.

Table 8: Child support comparison snapshot

Feature	Queensland and Australia	Indiana	Practice implication
Primary mechanism	Administrative assessment through Services Australia[165]	Court rules and guidelines using income shares model[166]	Queensland services triage to agency processes. Indiana mediations often integrate support discussions into settlement drafting.
Key inputs clients must understand	Care arrangements and income information as used in the assessment formula[167]	Income, overnights and parenting time credit, health insurance, childcare[168]	In Indiana, parenting time negotiation can directly shift guideline outcomes, which raises risk of bargaining imbalance.
Where disputes go first	Administrative requirements usually first, with limited court entry points[169]	Court oversight is built in; guideline tools and worksheets support orders[170]	Queensland managers standardise referral and information scripts. Indiana mediators standardise worksheet readiness.

Practice Note 4.10: What to do when child support becomes the battleground

[165] https://www.servicesaustralia.gov.au/child-support-assessment
[166] https://rules.incourts.gov/Content/child-support/guideline1/current.htm
[167] https://www.servicesaustralia.gov.au/how-we-work-out-your-child-support-assessment?context=21911
[168] https://www.sjcindiana.gov/faq.aspx?TID=27
[169] https://www.fcfcoa.gov.au/fl/pubs/fl-child-support
[170] https://rules.incourts.gov/Content/child-support/default.htm

Practice Note 4.10: When child support becomes the battleground

6. **Name the pathway:** In Australia, Services Australia usually assesses child support. In Indiana, it is typically set under the Guidelines in the court process.
7. **Keep mediation focused:** If the dispute is really about control, punishment, or leverage, return to child needs and workable arrangements, then refer for advice or agency steps.
8. **Reality-test bargaining pressure:** Where one party is trading parenting time for support outcomes, slow down and screen for imbalance.
9. **Document cleanly:** Record referrals and information provided, not calculations or settlement advice.

4.11 What an FRC Manager Must Standardise

An effective Family Relationship Centre is not "one good mediator at a time." It is a managed system that delivers safe, consistent practice across different practitioners, different client cohorts, and different levels of risk. In Queensland, the baseline complexity is structural. The service sits inside Commonwealth family law expectations for parenting disputes and also intersects daily with Queensland domestic and family violence systems, child safety pathways, and regional access constraints. The manager's role is to turn that complexity into a predictable service experience for clients and a defensible governance posture for the organisation.

4.11.1 Intake and triage architecture

Standardise screening and suitability decisions. Intake is where risk is either identified early or missed. Managers should ensure the service uses a consistent screening tool set, including:

- Eligibility and program fit criteria.
- Structured safety screening and appropriateness assessment for FDR.
- Decision rules for process model selection (joint, shuttle, supported).
- Clear exclusion or pause thresholds when safety or capacity concerns arise.

The Federal Circuit and Family Court's public guidance on family dispute resolution and certificates reinforces why "appropriateness" decisions are part of lawful service delivery, not merely an internal preference.[171]

Make prioritisation explicit and auditable. Waitlists can unintentionally reward persistence or privilege. Managers reduce inequity and risk by using explicit prioritisation categories such as:

- urgent safety concerns and protective-system involvement
- imminent court dates or certificate time pressure
- relocation or school-term transition points
- infant or early childhood developmental considerations
- geographic constraints where outreach timing is the bottleneck

Design outreach and travel as part of triage, not an add-on. In regional footprints, travel is a service constraint. Managers should align outreach scheduling with demand patterns and maintain a "reserve capacity" approach so that urgent matters are not pushed out by travel blocks. This includes pre-intake screening by phone, batching low-risk intakes, and holding protected appointment slots for high-risk or time-sensitive cases.

4.11.2 Practice models and workforce capability

Treat practice models as a toolkit with triggers, not as preferences. Managers should define when each model is used and what minimum safeguards apply. This includes:

- child-focused practice as the default frame in parenting matters
- child-inclusive practice as a specialised service requiring training, clear boundaries, and safeguards
- shuttle or modified processes when risk, intimidation, or high conflict makes joint sessions unsafe or unworkable
- supported or legally assisted pathways through partnerships when bargaining power or complexity requires more structure

Embed DFV-informed practice as core competency. Queensland's DFV environment is not peripheral to FDR. Even where a matter is suitable to proceed, DFV dynamics influence

[171] https://www.fcfcoa.gov.au/fl/pubs/brochures/fdr

session structure, safety planning, referral decisions, and drafting. Managers should treat DFV capability as ongoing professional development, not a one-time training event.

Cultural safety and interpreter practice are operational standards. Interpreters and support persons change power dynamics and confidentiality risks. Managers should standardise protocols: how interpreters are booked, how roles are explained, what the mediator controls in session, and what gets documented. This is particularly important in multicultural service regions where self-represented parties may interpret legal concepts through different cultural lenses.

Clinical supervision cadence and escalation pathways must be predictable. Managers should set minimum supervision frequency, define escalation triggers (safety disclosures, threats, coercive patterns, suspected child harm), and maintain a rapid-consult option for "disclosure moments" consistent with Queensland child safety pathways.[172]

4.11.3 Quality assurance and performance monitoring

Measure outcomes beyond settlement rates. Settlement rates can mask poor practice if agreements are vague, unsafe, or not implemented. A stronger measurement mix includes:

- Time-to-intake and time-to-service by triage category.
- Attendance and completion rates.
- Agreement type (parenting plan, partial, referred for consent orders).
- Implementability indicators (clarity checks met, re-entry within 3–6 months).
- Safety indicators (screen completion, modifications applied, pauses and referrals).
- Complaints, critical incidents, and learning actions taken.

Standardise documentation and conduct targeted file audits. A manager should set minimum documentation standards that fit confidentiality rules and operational governance: suitability assessment recorded, model decision rationale recorded, referrals recorded, and drafting checks evidenced. A small monthly file audit against a rubric catches drift early and supports defensible practice.

Use client feedback as a safety signal, not just a satisfaction metric. Client feedback should include questions that detect process harm: did the client feel safe, understood confidentiality limits, and understand next steps. Complaints should be treated as a

[172] https://www.families.qld.gov.au/our-work/child-safety/about-child-protection/reporting-referring-concerns

governance dataset to track failure modes (e.g., changeover conflict, vague drafting, confusion about enforceability).

4.11.4 Interagency coordination

Family dispute resolution does not work in isolation. Networks reduce friction when they create consistent messaging and predictable referral pathways across:

- Legal assistance and court services.
- DFV services, shelters, and safety planning providers.
- Child safety pathways.
- Health and counselling supports.
- Community organisations and culturally specific services.

Managers keep networks active by treating them as operational infrastructure. That means: clarifying mutual expectations, maintaining referral agreements and warm referral protocols, sharing service updates, and using network meetings to align on how families move between services without being bounced or retraumatised. The practical outcome is fewer dead-end referrals and a clearer client journey.

Table 9: Sample program dashboard for an FRC/RFDR service

Indicator	What it tells you	Why it matters	Typical manager action
Median wait time to intake (by triage category)	Access pressure and equity	Delays drive conflict escalation	Adjust prioritisation, add outreach slots, protect urgent capacity
Conversion to service (intake → commenced)	Fit and engagement	Screens out unsuitable or unreachable cases	Review eligibility scripts and reminder systems
Attendance and completion rate	Process stability	High drop-off may indicate fear, confusion, or logistics barriers	Improve pre-briefing, offer online options, adjust session timing
Safety screening completion rate	Governance reliability	Missing screens equals unmanaged risk	Audit files, retrain, add checklist prompts
Model selection mix (joint/shuttle/supported)	Appropriateness in practice	Overuse of joint sessions may signal under-screening	Recalibrate decision rules and supervision
Agreement type distribution	Service output profile	Tracks whether agreements are workable and appropriately formalised	Strengthen drafting checks and referral pathways
Referral uptake (legal, DFV, child safety, counselling)	Network effectiveness	“Referrals made” is not the same as “referrals accessed”	Build warm referral processes, follow-up options

Indicator	What it tells you	Why it matters	Typical manager action
Safety escalations and critical incidents	Risk environment	Early warning for staffing, training, or protocol gaps	Debriefs, incident reviews, training refreshers
Supervision hours per practitioner	Practice support	Low supervision correlates with drift and burnout	Protect supervision time and escalation capacity
Client feedback and complaints themes	Experience and harm signals	Identifies failure modes	Targeted improvements and script updates

Practice Note 4.11: The "Minimum Standardisation Set" for QLD FRC/RFDR Service

Practice Note 4.11: The "Minimum Standardisation Set" for QLD FRC/RFDR Service

Purpose: Standardisation is about ensuring that clients receive consistent safety screening, accurate explanations, and reliable documentation regardless of which practitioner they see or which location delivers the service.

1. **Standardise what every client hears (the shared script set):** Inconsistent explanations create complaints, safety risk, and "service shopping," especially when parties compare notes.
2. **Standardise screening and triage (the shared decision rules):** Your service should have one consistent triage framework that answers the key intake questions.
3. **Standardise model selection and safeguards (the process toolkit):** Define, in writing, your service's minimum safeguards. Include what changes operationally: arrivals and departures, support person rules, interpreter protocols, and how child-inclusive work is authorised and supervised.
4. **Standardise drafting discipline (the "implementability" checklist):** Require a minimum drafting standard for any written outcome, even where it is not binding. Implementability is your best predictor of re-entry and escalation.
5. **Standardise documentation boundaries (confidentiality-safe recordkeeping):** Create a specific "minimum necessary" documentation policy.
6. **Standardise supervision and escalation cadence (practice governance):** Screening quality and ethical boundaries drift fastest when supervision is inconsistent.
7. **Standardise your learning loop (quality assurance that changes practice):** Pick a small set of metrics and use them monthly. Require one tangible improvement action per month (a script update, a template fix, a training micro-session).
8. **Standardise interagency coordination behaviours (network as infrastructure:** If a new staff member joins tomorrow, can they navigate the local ecosystem safely and confidently within two weeks?)

5. Discussion: What the Comparison Means

5.1 The core comparative insight: architecture shapes behaviour

The most important takeaway from comparing Queensland and Indiana is not that one system is more "mediation friendly" than the other. It is that the architecture of the system determines how families behave, how practitioners work, and what managers must control.

In Queensland, the combination of a gateway function for parenting disputes and a formalisation ladder creates a predictable service dynamic. The gateway architecture means clients often arrive with a mixture of motivation and urgency. Some want genuine resolution. Others arrive because they believe they need a certificate or a procedural step before they can progress. That reality makes client education a core safety tool. If parties do not understand the difference between a workable plan and a legally enforceable outcome, they may later experience the process as misleading, even if the practitioner did everything correctly.

The ladder effect also means that "agreement reached" is not the end of the workflow. It is the start of a formalisation pathway that may require further documentation and referrals, and that can create bottlenecks if not actively managed.

Indiana's architecture pushes on different levers. Family mediation is commonly court-connected, and when ordered it can be time-bounded. The practical effect is that the "case clock" is visible and often felt as a deadline. Parties, lawyers, and mediators are oriented toward drafting a document that can move quickly toward court adoption. That context can support focus and settlement. It can also compress risk assessment if practitioners and courts treat mediation as a default step rather than a tailored intervention. The Indiana structure therefore tends to produce urgency-driven drafting, while the Queensland structure tends to produce education-driven triage and staged formalisation.

5.2 Similarities that matter

Despite jurisdictional differences, the human dynamics in separating families remain remarkably consistent. Parties come into mediation carrying grief, identity disruption, fear about the future, and often a struggle for control. The subject matter may look procedural on paper, but to clients it is existential. Parenting time is not simply a schedule. It is attachment, belonging, and status. Property division is viewed as security, autonomy, and the ability to restart. When one party feels unheard or unsafe, the "negotiation" is rarely only about the topic on the agenda; it becomes a proxy battle about power and legitimacy.

Those common human dynamics drive the same operational needs in both systems via:

- **Structure**: A process that contains conflict and keeps parties oriented to decisions, not narratives.
- **Clarity**: Consistent explanations about what the process is, what it can produce, and what happens next.
- **Safety**: Active management of risk, not passive "neutrality," including model selection and protective referrals.
- **Follow-through**: Outcomes that are implementable, with realistic handoffs into formalisation or enforcement pathways.

A practitioner who can stabilise high emotion, translate vague "custody talk" into workable modules, and draft precise, executable arrangements is valuable in both jurisdictions. The difference is that the surrounding system will reward or punish those skills differently depending on how authority, timelines, confidentiality, and reporting duties are structured.

5.3 Differences that matter most for practitioners

The most consequential differences are not philosophical; they are practical. They show up in what a practitioner must say, record, and do, especially under pressure.

5.3.1 Terminology and legal framing

Queensland practice is shaped by the "lives with/spends time with" framing and the parenting plan/consent orders ladder. Indiana practice is commonly shaped by the legal custody/physical custody/parenting time categories and the gravitational pull of guideline-like defaults. The practitioner's job in both places is translation, but the translation target differs. In Queensland, the translation often moves clients from "custody" myths to modular, child-centred arrangements and then into a correct formalisation path. In Indiana, the translation often moves clients from labels ("joint custody means equal time") to the operational schedule and the court-ready specificity required for filing.

5.3.2 Confidentiality scripts and reporting duties

Both systems value confidentiality; both have limits. The practitioner difference is the *script discipline* required to avoid overpromising, and the *speed* with which a session can shift from negotiation to governance when safety disclosures arise. The collision points are predictable: child safety disclosures, threats, and coercive control dynamics. The more time-bounded or court-connected the process, the more pressure exists to "keep going," which is precisely when practitioners need the confidence (and managerial backing) to pause, consult, and shift models or pathways.

Queensland's service context makes ongoing suitability assessment and careful documentation central; Indiana's court-connected model makes status reporting boundaries and "court-facing" caution central. Either way, the practitioner must hold a clear line: confidentiality is real, but it is not absolute; neutrality is real, but it is not inaction.

5.3.3 Agreement enforceability pathways

In both jurisdictions, "agreement reached" is not the same as "binding outcome." But the pathway differs enough that it changes the whole workflow.

Queensland has a visible ladder: parenting plan (workable, generally not enforceable) to consent orders (binding) to financial agreements (specialist and technical).

Indiana's mediated agreements are often drafted with court incorporation in mind from the outset, with enforceability tied to correct writing, signatures, filing, and judicial approval (especially for child-related terms).

Practitioners feel this as a difference in *what the endpoint looks like* during the session: a Queensland service must be excellent at handoffs and client education about next steps, while an Indiana setting often expects the session to generate a court-ready product under deadline conditions.

5.3.4 Timeline pressure points

Queensland's gateway dynamics create service demand spikes and "certificate urgency," which can distort client motivation ("I just need the certificate") and increase the risk of rushed participation. Indiana's court-managed time anchors create a different urgency: mediation is experienced as a settlement window within a case trajectory that is already moving. For practitioners, this changes what "good pacing" means.

In Queensland, good pacing often means slowing things down long enough for safe screening, clear education, and feasible drafting, then speeding up handoffs to formalisation supports.

In Indiana, good pacing often means rapid preparation and focused drafting without sacrificing suitability assessment. In both, time pressure is not just an inconvenience; it is a predictable risk factor that can produce unsafe compromise, vague agreements, and later re-litigation if not actively managed.

5.4 Leadership lessons for Queensland service delivery

The managerial lesson from the comparison is straightforward: process quality is governance. A Queensland FRC/RFDR environment cannot rely on individual practitioner

excellence alone; it must be engineered so that safe, consistent practice is the default, especially under time pressure.

First, standardise what clients hear. In a gateway system, scripts are not "customer service"; they are risk controls. The service must consistently explain (a) the purpose of FDR, (b) confidentiality and its limits, (c) the difference between an agreement and a binding outcome, and (d) the available pathways when FDR is not appropriate. When parties receive inconsistent messages, they do not experience it as nuance, but as unfairness, and complaints follow.

Second, treat screening and model selection as operational controls, not clinical preferences. The comparison with Indiana's time-bounded, court-connected settlement window highlights the danger of allowing timelines to override suitability. Queensland managers should explicitly protect practitioner discretion to shift to shuttle, pause, or decline, and should back that discretion with clear decision rules, supervision access, and documentation templates. This is how managers prevent "process harm" while still maintaining throughput: by making the safe option the easy option.

Third, build a formalisation pipeline as part of service design. In Queensland, the "agreement-to-enforceability gap" is a predictable failure point. Managers reduce repeat conflict by treating formalisation as a workflow stage: templates that drive specificity, referral pathways to legal advice, clear client instructions, and follow-up planning. A service that produces "agreements" that are vague, unsafe, or not capable of being formalised will see avoidable re-entry and escalation. Throughput improves when the product is implementable.

Finally, measure quality beyond settlement rates. The comparison makes visible what settlement rates can hide: rushed agreements, unsafe compromises, and unclear drafting. A Queensland service that wants to maintain both quality and throughput should track indicators that reflect safety and durability: screen completion, model mix, implementability checks, referral uptake, re-entry rates, and critical incident learning loops. These are manager-grade measures because they show whether the service is reducing conflict in real life, not just producing signed paper.

Overall, the Queensland leadership takeaway is that the gateway role is powerful, but only if it is managed like a system: consistent scripts, disciplined triage, safe model selection, strong documentation boundaries, and a reliable path from "we agree" to durability.

6. Conclusion

Queensland and Indiana pursue similar goals in family mediation: reducing conflict, supporting child-focused agreements, and improving access to workable outcomes outside a contested hearing. Yet the comparison shows that the *same goal* can produce very different practice realities when authority, timing, confidentiality boundaries, and formalisation pathways are designed differently.

Queensland's FDR environment operates as a pre-filing gateway for many parenting disputes, which makes client education, suitability screening, and model selection central, not peripheral. Indiana mediation is commonly experienced as a court-connected settlement window within an active case, where time-bounded orders and litigation momentum shape how parties approach negotiation and how practitioners pace drafting.

Across both jurisdictions, the most important practical lesson is that "mediation" is not a single, uniform activity. It is a safety-informed service delivered inside a legal system with non-negotiable boundaries. Confidentiality is essential but limited; neutrality is an ethical stance but not an excuse for inaction; and agreements are only durable when they are specific, realistic, and connected to a clear enforceability pathway. The recurring operational risk is predictable: time pressure plus high emotion plus safety disclosures. Systems differ, but the collision looks the same in session; and services that plan for that collision protect both clients and practitioners.

For Queensland FRC/FDR leadership, the managerial implications are clear and actionable:

1. **Standardise scripts** so clients consistently understand purpose, process, confidentiality limits, and outcome pathways.
2. **Treat screening and model selection as governance** with supervision, decision rules, and organisational permission to pause, shift models, or decline.
3. **Make formalisation part of the service outcome** through templates, referrals, and clear client handoffs (because "agreement" is not the endpoint).
4. **Train to the disclosure moment** so staff respond consistently when violence or child safety emerges mid-process.
5. **Monitor quality beyond settlement rates** using indicators tied to safety, implementability, and re-entry, because durability measures effectiveness.

Ultimately, the comparison reinforces a practical thesis: **architecture shapes behaviour.** When managers design services around that reality, FDR becomes safer, clearer, and more likely to produce outcomes that hold.