



The following Motion and Document was considered by the GFC Campus Law Review Committee at its September 27, 2012 meeting:

Agenda Title: **Residence Community Standards Policy Proposed Changes**

APPROVED MOTION: THAT the GFC Campus Law Review Committee recommend to the GFC Executive Committee proposed changes to the existing Residence Community Standards Policy, as submitted by the Offices of the Dean of Students, Residence Services, and Student Judicial Affairs (OSJA) and as set forth in Attachment 1, to take effect upon final approval.

Final Recommended Item: 5

OUTLINE OF ISSUE

Agenda Title: **Residence Community Standards Policy Proposed Changes**

Motion: THAT the GFC Campus Law Review Committee recommend to the GFC Executive Committee proposed changes to the existing Residence Community Standards Policy, as submitted by the Offices of the Dean of Students, Residence Services, and Student Judicial Affairs (OSJA) and as set forth in Attachment 1, to take effect upon final approval.

Item

Action Requested	<input type="checkbox"/> Approval or <input checked="" type="checkbox"/> Recommendation <input type="checkbox"/> Discussion/Advice <input type="checkbox"/> Information
Proposed by	Frank Robinson, Vice-Provost and Dean of Students; Dima Utgoff, Director, Residence Services; Deborah Eerkes, Director, Office of Student Judicial Affairs (OSJA)
Presenter	Frank Robinson, Vice-Provost and Dean of Students; Dima Utgoff, Director, Residence Services; Deborah Eerkes, Director, Office of Student Judicial Affairs (OSJA)
Subject	Residence Community Standards Policy Proposed Changes

Details

Responsibility	Provost and Vice-President (Academic)
The Purpose of the Proposal is (please be specific)	To update the Residence Community Standards Policy to enact the recommendations of the Residence Community Standards Review Committee (RCSRC).
The Impact of the Proposal is	To make the RCSRC-recommended improvements to the current Residence Community Standards Policy.
Replaces/Revises (eg, policies, resolutions)	Residence Community Standards Policy.
Timeline/Implementation Date	Upon final approval.
Estimated Cost	None.
Sources of Funding	N/A
Notes	N/A

Alignment/Compliance

Alignment with Guiding Documents	<i>Dare to Discover, Dare to Deliver</i>
Compliance with Legislation, Policy and/or Procedure Relevant to the Proposal (please quote legislation and include identifying section numbers)	<p>1. Post-Secondary Learning Act (PSLA): The PSLA give GFC responsibility, subject to the authority of the Board of Governors, over academic affairs and over student affairs, including authority concerning student discipline. (Sections 26(1) and 31) In addition, Section 26(1)(o) states GFC “has the authority to make recommendations to the board with respect to [...] the regulation of residences and dining halls[.][...]”</p> <p>Further, PSLA Section 31(1) – Student Affairs states “The general faculties council has general supervision of student affairs at a university and in particular, but without restricting the generality, the general faculties council may [...] (b) delegate its power to discipline students in any particular case or generally to any person or body of persons, subject to any conditions with respect to the exercise of any delegated power that it considers proper[.] [...]”</p>

	<p>2. GFC Campus Law Review Committee Terms of Reference: Section 3 – Mandate of the Committee/D. Residence Codes and Community Standards:</p> <p>“[...]”</p> <p>3. Any changes to existing student residence codes shall be submitted to the GFC Campus Law Review Committee. The CLRC has the delegated authority from General Faculties Council to approve changes which in its view are editorial or minor; all such approvals will be filed with the GFC Executive Committee. Any major changes to existing student residence codes shall be forwarded with the recommendation of the CLRC to the GFC Executive for final approval.”</p> <p>3. GFC Executive Committee’s Terms of Reference: Section 3 – Mandate of the Committee/11. Student Residence Codes: “[...] Any changes to existing student residence codes shall be submitted to the GFC Campus Law Review Committee. Any major changes to existing student residence codes shall be forwarded with the recommendation of the CLRC to the GFC Executive for final approval. [...]”</p> <p>4. University of Alberta Residence Community Standards Policy:</p> <p>“I. Preamble [...] C. Process [...]</p> <p>4. Residence Services will report annually with respect to this policy to the GFC Campus Law Review Committee (CLRC) in accordance with the CLRC Terms of Reference. A formal review of the policy and procedure will occur after the first and second years of operation and periodically thereafter as required by CLRC. The review will be conducted by a group of key stakeholders, including students and staff.”</p>
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Routing (Include meeting dates)

Consultative Route (parties who have seen the proposal and in what capacity)	Community Standards Review Committee: Residence Services, Students’ Union, Graduate Students’ Association, Residence Halls’ Association (weekly meetings throughout the Summer, 2012)
Approval Route (Governance) (including meeting dates)	GFC Campus Law Review Committee (September 27, 2012) – for recommendation to the GFC Executive Committee; GFC Executive Committee (October 9, 2012) – for final approval
Final Approver	GFC Executive Committee

Attachments (each to be numbered 1 - <>):

- Attachment 1 (page 1 – 28): Proposed Changes to the Residence Community Standards Policy

Prepared by: Deborah Eerkes, Director, Office of Student Judicial Affairs, deerkes@ualberta.ca

September 13, 2012

The following pages contain proposed changes to the Residence Community Standards based on the recommendations made by the Residence Community Standards Review Committee (2012).

Highlights include:

- Adopting a co-facilitation model in which the Residence Team Coordinator and the RC facilitate restorative meetings together;
- Reducing the size of the Restorative Team;
- Eliminating the Residence Agreement Administrator position;
- Changing the name of “Informal Resolution” to “Community Resolution”;
- Adding a mechanism to do Community Resolutions with residence communities (floors, units, etc.);
- Eliminating the need for investigation when all parties agree to the facts as reported; and
- Updating the URLs in the “Links” section.

Format Notes:

1. The sections with no proposed changes have not been put into the three-column proposal format;
2. The portions of the policy with proposed changes are in the three-column format; and
3. The Appendices are simply marked with “Track Changes.”

UNIVERSITY OF ALBERTA RESIDENCE COMMUNITY STANDARDS POLICY

I. PREAMBLE

The primary objective of all University of Alberta Residences is to support the successful pursuit of academic studies. Living in residence provides many personal and social benefits; correspondingly, all Residents are jointly responsible for a comfortable, safe, and secure living environment conducive to academic study and learning.

The tenancy relationship between the University of Alberta (“the University”) and Residents is contractual, governed by the Residence Contract, which is administered by Residence Services and signed by the Resident. This policy forms one aspect of that tenancy relationship. It in no way restricts the University from enforcing the Residence Contract, which may include eviction or other consequences.

A. PRINCIPLES

This policy outlines expectations for community living in an academic environment. It is based on four principles:

- a) It affirms the freedoms recognized in the Code of Student Behaviour, Section 30.1; in particular, the freedom to create, learn, study, associate, speak and write, and the associated obligations to respect these freedoms exercised by others;
- b) Every individual is equal in worth and dignity and possesses the same rights and opportunities, free from discrimination and harassment;
- c) Residence Services exists to support the academic mission of the University, allowing all students the living environment necessary to work toward their academic goals; and
- d) Residents can expect a fair and transparent process, regardless of the route taken, and have the right to seek external advice and support to affirm these processes.

B. PURPOSE

This policy assists in outlining expectations for appropriate behaviour for students living in the University Residences in order to maintain a high standard of cooperative living in an academic setting. All University Residences are subject to this policy. It applies to every Resident in any University Residence facility, whether it is their home residence or one in which they are a guest.

This policy strives to balance interests of the Residents with the needs of the residence community, a community which is made up of individuals from diverse backgrounds, with a wide range of beliefs, opinions and values. It comprises four main objectives:

- a) To promote behaviour among Residents and their guests that creates an environment supportive to academic study and learning.

- b) To protect Residents' well-being and property, as well as that of the University.
- c) To encourage Residents to participate in the betterment of their community by resolving issues together in a responsible manner, with the goal of repairing harm and rebuilding the community.
- d) To foster growth, self-discipline, and accountability by helping Residents to understand how their actions and behaviours, both in real life and virtual environments, affect others so that they can make better decisions in the future.

C. PROCESS

1. This policy establishes a fair and transparent process based in part on the principles of Restorative Justice. The Restorative Justice process is available for use in cases of negative, disruptive, or inappropriate behaviour where the conditions laid out in this policy are met.

This policy provides a framework to:

- a) Recognize and prevent unacceptable behaviour in the Residence Community, and
 - b) Resolve issues and provide remedies in a positive and constructive way for behaviour that harms the Residence Community or individual(s) within the Community.
2. This policy fits within a network of interconnected documents, policies and procedures related to Residences, including:
 - a) The Residence Contract (see "Information for Students on the Residence Contract", located on the Residence Services website);
 - b) Residence-specific rules on the Residence Services website, jointly approved by the University and the Residence Students' Association;
 - c) The Code of Student Behaviour, available online;
 - d) The Application for Residence;
 - e) The Residence Services acceptance letter and package;
 - f) The Housing Telephone Service Agreement, where applicable;
 - g) The Residence Internet Service Agreement, where applicable; and
 - h) Various other policies, rules and regulations adopted by the University, including as Landlord, from time to time.
 3. Residents are also members of the University Community and are therefore also subject to the Code of Student Behaviour at all times.
 4. Residence Services will report annually with respect to this policy to the GFC Campus Law Review Committee (CLRC) in accordance with the CLRC Terms of Reference. A formal review of the policy and procedure will occur after the first and second years of operation and periodically thereafter as required by CLRC. The review will be conducted by a group of key stakeholders, including students and staff.

II. RIGHTS AND RESPONSIBILITIES

A. RESIDENT RIGHTS

Students living in residence at the University have the right to:

- a) Be treated with dignity and respect;
- b) A safe, secure environment, whether in private, shared, common or public space;
- c) A living environment free from threats, fear, intimidation, harassment or abuse;
- d) Learn, study, and express beliefs, opinions and values, while respecting the safety, security, and dignity of other community members;
- e) Communicate concerns to their peers, neighbours, roommates, Residence Life staff, or other University officials;
- f) Enjoy the social benefits of living in a residence community and equal access to common areas and their contents;
- g) Privacy and control of their private living space, within the limits of the Residence Contract;
- h) Have their personal property respected;
- i) An environment with noise levels conducive to academic pursuits, according to the guidelines established for each University Residence community; and
- j) Be free from pressure to do anything unsafe, or anything that compromises their dignity or that of another.

B. RESIDENT RESPONSIBILITIES

Students living in residence at the University have the responsibility to:

- a) Treat other Residents and staff members with dignity and respect, including in virtual environments;
- b) Respect the property of other residents and of the University;
- c) Respect the rights of others to their beliefs, values and opinions, whether or not they agree;
- d) Foster a community in which all Residents are free to pursue their academic goals, in accordance with the University's academic mission;
- e) Be respectful when communicating concerns to peers, neighbours, roommates, and staff, and participate constructively when engaging in conflict resolution;
- f) Comply with all safety procedures and contribute to maintaining a safe environment;
- g) Respect and abide by any formal or informal agreements made with other residents, Residence Life staff or Student Staff;

- h) Only use alcohol or other drugs in a manner consistent with legislation, University policies, their own health and safety, and the health and safety of others;
- i) Act in a way that conforms to the Residence specific rules (for example, French Language at Residence Saint-Jean, the alcohol-free environment at Augustana, the Global Education program at International House, cohort and theme communities, noise designations, cleanliness expectations and other rules as outlined on the Residence Services website);
- j) Contribute to an inclusive environment in which all members of the Residence Community are allowed to participate in social, academic, and other activities.

In addition, Residents are responsible for ensuring that their guests are informed of the above rights and responsibilities and behave accordingly. Residents will be held accountable for the actions of their guests, should those actions cause Harm to an individual and/or the residence community

CURRENT	PROPOSED	RATIONALE
<p>C. RESIDENCE SERVICES RESPONSIBILITIES</p> <p>Residence Services has responsibility to:</p> <ul style="list-style-type: none"> a) Foster a safe, secure and healthy environment conducive to academic success; b) Initiate the Restorative Justice process under this policy; c) Enforce the Residence Contract signed by the Resident; d) Investigate allegations of negative, inappropriate, or disruptive behaviour in conjunction with Campus Security Services, where appropriate; and e) Initiate charges under the Code of Student Behaviour where appropriate. 	<p>C. RESIDENCE SERVICES RESPONSIBILITIES</p> <p>Residence Services has responsibility to:</p> <ul style="list-style-type: none"> a) Foster a safe, secure and healthy environment conducive to academic success; b) Initiate the Restorative Justice process under this policy; c) Enforce the Residence Contract signed by the Resident; d) Investigate allegations of negative, inappropriate, or disruptive behaviour in conjunction with <u>University of Alberta Protective Services</u>, where appropriate; and e) Initiate charges under the Code of Student Behaviour where appropriate. 	<p>Name change</p>

<p>III. PROCEDURES FOR INSTANCES IN WHICH COMMUNITY STANDARDS HAVE NOT BEEN MET</p> <p>A. PROCEDURE FOR REPORTING AND ROUTING AN INCIDENT TO THE APPROPRIATE PROCESS</p> <p>1) These procedures do not apply in circumstances where the University acting as Landlord addresses a breach of the Residence Contract relating to non-payment of funds, or to issues of safety and security, including but not limited to disruptive, threatening or violent conduct.</p> <p>2) Upon becoming aware of an incident, a Residence Life or Student Staff member will initiate the Residence Life reporting process.</p> <p>3) Minor Incidents: If the incident is assessed by either a Student Staff Member or a Residence Life Staff member to be of a Minor nature, that staff member may simply resolve the situation through a discussion with the Resident; that is, develop an Informal Resolution. The staff member must summarize the Informal Resolution in writing, which will serve as confirmation of the communication (see Appendix A for an example).</p>	<p>III. PROCEDURES FOR INSTANCES IN WHICH COMMUNITY STANDARDS HAVE NOT BEEN MET</p> <p>A. PROCEDURE FOR REPORTING AND ROUTING AN INCIDENT TO THE APPROPRIATE PROCESS</p> <p>1) These procedures do not apply in circumstances where the University acting as Landlord addresses a breach of the Residence Contract relating to non-payment of funds, or to issues of safety and security, including but not limited to disruptive, threatening or violent conduct.</p> <p>2) Upon becoming aware of an incident, a Residence Life or Student Staff member will initiate the Residence Life reporting process.</p> <p>3) Minor Incidents: If <u>an</u> incident is assessed by either a Student Staff Member or a Residence Life Staff member to be of a Minor nature, that staff member may simply resolve the situation through a discussion with the Resident; that is, develop a <u>Community</u> Resolution. The staff member must summarize the <u>Community</u> Resolution in writing, which will serve as confirmation of the communication (see Appendix A for an example).</p>	<p>Student staff were not documenting these informal resolutions because they believed that documentation rendered them “formal.”</p>

<p>4) Incidents that are not considered Minor must be documented in an Incident Report. An Incident Report may describe a single incident or refer to multiple Informal Resolutions with a Resident which have not solved the issue.</p> <p>5) Upon receiving an Incident Report, the Residence Area Coordinator will make an assessment as follows:</p> <ul style="list-style-type: none"> i) If the Incident Report details an incident that could be addressed either through the Restorative Justice process or as a breach of the Residence Contract, an internal investigation will be initiated. ii) If the Incident Report describes a violation of the Code of Student Behaviour, and the criteria for the Restorative process as identified in this policy are not met, the matter will be handled in accordance with the procedures established in the Code. 	<p><u>4) In the case where a community (floor, unit, stairwell, etc) is engaging in behaviour contrary to the Community Standards, a Residence Life staff member may hold a restorative discussion with the group in order to develop a Community Resolution.</u></p> <p>5) Incidents that are not considered Minor must be documented in an Incident Report. An Incident Report may describe a single incident or refer to multiple <u>Community</u> Resolutions with a Resident which have not solved the issue.</p> <p>6) Upon receiving an Incident Report, the Residence Area Coordinator will make an assessment as follows:</p>	<p>Provides a mechanism to deal with group behaviour.</p> <p>Renumber</p> <p>No change</p>
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<p>B. PROCEDURES FOR INTERNAL INVESTIGATIONS</p> <p>1) Each University Residence is required to establish and communicate a means of appointing internal investigators. They may be Residence Life Staff, Student Staff or Campus Security Services. The original author of the Incident Report must not be the individual conducting the investigation.</p> <p>2) The investigator will gather available relevant information about the incident, including collecting witness statements and documenting physical evidence. The investigator will provide a written summary of discussions with the Resident who is the subject of the Incident Report, the author of the Incident Report, and other individuals involved. If the identity of the Resident is unknown, the investigation will begin by attempting to establish the identity of the person(s) who caused the Harm.</p> <p>3) If at any point during the investigation it becomes apparent that the incident is of a more serious or complex nature, the investigator will return the matter to the Residence Area Coordinator, who will make a decision regarding process according to Item III B.6) of this policy.</p> <p>4) Internal investigations will normally be completed within 14 calendar days. In extenuating circumstances,</p>	<p>B. PROCEDURES FOR INTERNAL INVESTIGATIONS</p> <p>1) Each University Residence is required to establish and communicate a means of appointing internal investigators. They may be Residence Life Staff, Student Staff or <u>University of Alberta Protective</u> Services. The original author of the Incident Report must not be the individual conducting the investigation.</p> <p>3) If at any point during the</p>	<p>Name change</p> <p>Renumbered</p>
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<p>discretion to allow more time shall lie with the Residence Area Coordinator. Once completed, the investigation report will be submitted to the Residence Area Coordinator.</p>	<p>investigation it becomes apparent that the incident is of a more serious or complex nature, the investigator will return the matter to the Residence Area Coordinator, who will make a decision regarding process according to Item III B.7) of this policy.</p> <p>4) Internal investigations will normally be completed within 14 calendar days. In extenuating circumstances, discretion to allow more time shall lie with the Residence Area Coordinator. Once completed, the investigation report will be submitted to the Residence Area Coordinator.</p> <p><u>5) Where the Incident Report requires no further investigation and /or the parties agree to the facts of the case, the Residence Area Coordinator may forego further investigation and proceed to make a decision on which process will be used to resolve the issue.</u></p>	<p>Unnecessary investigation was identified as a barrier to timely process.</p> <p>Renumber</p>
<p>5) The Restorative Justice process will be the preferred process for incidents within University Residences. An incident qualifies for the Restorative Justice process if it meets all of the following criteria:</p> <ul style="list-style-type: none"> a) The identity of the Resident who committed the infraction is known; b) That Resident is willing to participate in a Restorative Justice process; 	<p>6) The Restorative Justice process will be the preferred process for incidents within University Residences. An incident qualifies for the Restorative Justice process if it meets all of the following criteria:</p>	<p>No change</p>

<p>c) The Harmed Party(ies) is/are willing to participate either in person, by providing an Impact Statement or by designating a representative;</p> <p>d) Harm to an individual, the community or property can be identified; and</p> <p>e) The nature of the incident is appropriate to the Restorative Justice process.</p> <p>6) In cases where the criteria for the Restorative Justice Process, as outlined above, are not met, the Residence Area Coordinator will consult with the Restorative Team Coordinator, where one exists, before making a final determination as to process. Incidents not addressed under the Restorative Justice process will be:</p> <p>a) Forwarded to the Landlord for consideration, if the incident is a breach of the Residence Contract, or</p> <p>b) Handled in accordance with the procedures established in the Code of Student Behaviour, if the incident details a violation of the Code.</p> <p>c) The Resident Area Coordinator's decision as to which process will be followed is not subject to appeal.</p>	<p>7) In cases where the criteria for the Restorative Justice Process, as outlined above, are not met, the Residence Area Coordinator will consult with the Restorative Team Coordinator, where one exists, before making a final determination as to process. Incidents not addressed under the Restorative Justice process will be:</p>	
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<p>C. PROCEDURES FOR THE RESTORATIVE JUSTICE PROCESS</p> <p>1) In University Residences where a Residence Restorative Team exists and is operational, it will be utilized. Where no Residence Restorative Team exists, or at times when it is not available (e.g. exam periods, Restorative Teams not available over Spring/Summer term, etc.), Residence Life Staff will fulfill the functions of the Residence Restorative Team Coordinator (the “Coordinator”) and Residence Restorative Team. During shorter breaks, the participants may agree to postpone the meeting until the Residence Restorative Team is available. This option is not available during Spring/Summer terms in Residences where the Residence Restorative Team is inactive. In all cases where a restorative process is appropriate, whether or not the Residence Restorative Team is available and operational, it shall be preferred over other processes.</p> <p>2) The meeting will be organized by the Coordinator, who will contact the Respondent(s) and the identifiable Harmed Party(ies), where they agree to participate in person rather than by Impact Statement, in order to set a time suitable to all participants.</p>	<p>C. PROCEDURES FOR THE RESTORATIVE JUSTICE PROCESS</p> <p>1) In University Residences where a Residence Restorative Team exists and is operational, it will be utilized. Where no Residence Restorative Team exists, or at times when it is not available (e.g. exam periods, Restorative Teams not available over Spring/Summer term, etc.), Residence Life Staff will fulfill the functions of the Residence Restorative Team Coordinator (the “Coordinator”) and Residence Restorative Team. During shorter breaks, the participants may agree to postpone the meeting until the Residence Restorative Team is available. This option is not available during Spring/Summer terms in Residences where the Residence Restorative Team is inactive. In all cases where a restorative process is appropriate, whether or not the Residence Restorative Team is available and operational, it shall be preferred over other processes.</p> <p><u>2) The Coordinator will contact the Respondent(s) and the identifiable Harmed Party(ies) to organize pre-conference meetings with each of them. The Coordinator will provide each party with information about the restorative process, their right to a support person and the manner in which the Harmed Party(ies) might participate. Where the parties agree to participate, the Coordinator will have them sign a Confidentiality Agreement (See Appendix C). When all parties agree to the restorative process</u></p>	
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<p>3) The following procedures will be followed at the Residence Restorative Team meeting (see Appendix B for further guidelines on facilitating the restorative meeting.)</p> <p>a) The meeting will be chaired by the Coordinator. Participants in the process will include the Residence Restorative Team, the Harmed Party(ies), either in person or by Impact Statement, and the Respondent(s).</p> <p>b) The Respondent(s) and the Harmed Party(ies), where applicable, may each bring one support person. The support person will be allowed to participate in the discussions but is not a signatory to the Restorative Agreement.</p> <p>c) All participants will sign a confidentiality agreement, acknowledging the confidential nature of the discussions and confirming that information divulged in the meeting will only be disclosed as provided for in the agreement (See Appendix C).</p> <p>d) If at any point during the meeting, it becomes apparent that the criteria as listed in Item III B. 5) are no longer</p>	<p><u>and have signed the Confidentiality Agreement, the Coordinator will schedule a Restorative Meeting at a time suitable to all participants, ideally within the following 7 days.</u></p> <p>3) The following procedures will be followed at the Residence Restorative Team meeting (see Appendix B for further guidelines on facilitating the restorative meeting.)</p> <p>a) The meeting will be co-facilitated by the Coordinator <u>and the Residence Coordinator</u>. Participants in the process will include the Residence Restorative Team, the Harmed Party(ies), either in person or by Impact Statement, and the Respondent(s).</p> <p>b) The Respondent(s) and the Harmed Party(ies), where applicable, may each bring one support person. The support person will be allowed to participate in the discussions but is not a signatory to the Restorative Agreement.</p> <p><u>c) If at any point during the meeting, it becomes apparent that the criteria as listed in Item III B. 6) are no longer</u></p>	<p>Providing timelines wherever possible is needed.</p> <p>A co-facilitated process has been shown to be more effective in restorative meetings.</p> <p>Confidentiality Agreement moved into the pre-conference stage.</p>
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<p>being met, the Coordinator will adjourn the meeting and the matter will be returned to the Residence Area Coordinator, who will make a decision regarding process according to Item III B.6) of this policy.</p> <p>e) After each party is satisfied that his or her perspective has been heard, the Coordinator will facilitate a discussion in which the participants will collectively seek to identify the Harms in need of remedy, both to individuals and to the community.</p> <p>f) When the list of Harms is complete to the satisfaction of the participants, the group will work together to generate options for restorative remedies (see Appendix D for examples of possible restorative remedies). A remedy must be:</p> <ul style="list-style-type: none"> a. Appropriate, relevant, and commensurate to the harm caused; b. Fair and agreeable to all parties; c. Realistic and achievable; and d. Specific and objective enough to be measurable. <p>g) When all parties agree to remedy(ies) that will satisfactorily address the Harms, the</p>	<p>being met, the Coordinator will adjourn the meeting and the matter will be returned to the Residence Area Coordinator, who will make a decision regarding process according to Item III B.7) of this policy.</p> <p>d) After each party is satisfied that his or her perspective has been heard, the Coordinator <u>and/or</u> the Residence Coordinator will facilitate a discussion in which the participants will collectively seek to identify the Harms in need of remedy, both to individuals and to the community.</p> <p>e) When the list of Harms is complete to the satisfaction of the participants, the group will work together to generate options for restorative remedies (see Appendix D for examples of possible restorative remedies). A remedy must <u>function to either repair an identified Harm and/or rebuild trust, and</u> be:</p> <ul style="list-style-type: none"> a. Appropriate, relevant, and commensurate to the harm caused; b. Fair and agreeable to all parties; c. Realistic and achievable; and d. Specific and objective enough to be measurable. <p>f) When all parties agree to remedy(ies) that will satisfactorily address the Harms <u>and/or rebuild trust</u>, the</p>	<p>Section has been renumbered.</p> <p>Review committee identified the need to emphasize the rebuilding trust aspect of Restorative Agreements.</p>
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<p>Coordinator will write the agreed upon remedy(ies) into a Restorative Agreement (see Appendix E for an example Restorative Agreement). The Restorative Agreement will include, at a minimum:</p> <ul style="list-style-type: none"> a. A list of the participants and their roles in the Restorative meeting; b. A list of agreed remedies to repair the Harm done; and c. A required completion date. <p>h) The Coordinator, the Respondent(s) and the Harmed Party(ies) will sign the Restorative Agreement. Where a Harmed Party has participated by Impact Statement, the Coordinator will sign on behalf of the Harmed Party. The Restorative Agreement will become the official document of this process; all other notes generated during the meeting will be destroyed. Copies of the Restorative Agreement will be provided to:</p> <ul style="list-style-type: none"> a. The Respondent(s); b. The Harmed Party(ies); c. Residence Services; and d. The Restorative Agreement Administrator, where one exists. 	<p>Coordinator will write the agreed upon remedy(ies) into a Restorative Agreement (see Appendix E for an example Restorative Agreement). The Restorative Agreement will include, at a minimum:</p> <p>g) The Coordinator, the Respondent(s) and the Harmed Party(ies) will sign the Restorative Agreement. Where a Harmed Party has participated by Impact Statement, the Coordinator will sign on behalf of the Harmed Party. The Restorative Agreement will become the official document of this process; all other notes generated during the meeting will be destroyed. Copies of the Restorative Agreement will be provided to:</p> <ul style="list-style-type: none"> a. The Respondent(s); b. The Harmed Party(ies); <u>and</u> c. Residence Services. 	<p>No change</p> <p>The Restorative Agreement Administrator was identified as an ineffectual position.</p>
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<p>New</p> <p>i) The Restorative Agreement Administrator, where one exists, or Residence Life Staff will follow up with the Respondent(s) to ensure the terms of the Restorative Agreement are fulfilled. If a Respondent fails to complete the agreed remedies listed on the Restorative Agreement by the date specified, the matter will be considered a breach of the Residence Contract and forwarded to the Landlord.</p> <p>j) If no agreement can be reached, the Coordinator will return the matter to the Residence Area Coordinator, who will make a decision regarding process according to Item III B.6) of this policy.</p>	<p>h) <u>In cases where the Restorative Agreement is not feasible, or where it is in conflict with University policies or municipal, provincial or federal law, the Associate Director – Residence Life will contact the Coordinator to reconvene the group and change the remedies.</u></p> <p>i) The <u>Coordinator, Residence Coordinator,</u> or Residence Life Staff will follow up with the Respondent(s) to ensure the terms of the Restorative Agreement are fulfilled. If a Respondent fails to complete the agreed remedies listed on the Restorative Agreement by the date specified, the matter will be considered a breach of the Residence Contract and forwarded to the Landlord.</p> <p>i) If no agreement can be reached, the Coordinator will return the matter to the Residence Area Coordinator, who will make a decision regarding process according to Item III B.7) of this policy.</p>	<p>Provides mechanism to ensure the Agreements are acceptable.</p>
<p>LINKS</p> <p>Residence Services Web for Current Residents</p> <p>http://www.uofaweb.ualberta.ca/residences/CurrentResidents.cfm</p> <p>Residence Specific Information:</p>	<p>LINKS</p> <p>Residence Services Web for Current Residents</p> <p>http://www.residence.ualberta.ca/CurrentResidents.aspx</p> <p>Residence Specific Information:</p>	<p>Updated URLs</p>

<p>Lister http://www.uofaweb.ualberta.ca/residences/ListerResidents.cfm</p> <p>Residence Saint-Jean (RSJ) http://www.uofaweb.ualberta.ca/residences/RSJResidents.cfm</p> <p>HUB http://www.uofaweb.ualberta.ca/residences/HUBResidents.cfm</p> <p>East Campus Village http://www.uofaweb.ualberta.ca/residences/ECVResidents.cfm</p> <p>International House http://www.uofaweb.ualberta.ca/residences/IHResidents.cfm</p> <p>Newton Place http://www.uofaweb.ualberta.ca/residences/NPResidents.cfm</p> <p>Michener Park http://www.uofaweb.ualberta.ca/residences/MPResidents.cfm</p> <p>Graduate Residence http://www.uofaweb.ualberta.ca/residences/GraduateResidence.cfm</p> <p>Augustana http://www.augustana.ualberta.ca/students/student_life/reslife</p>	<p>Lister http://www.residence.ualberta.ca/CurrentResidents/YourResidence/ListerCentre.aspx</p> <p>Residence Saint-Jean (RSJ) http://www.residence.ualberta.ca/CurrentResidents/YourResidence/ResidenceSaintJean.aspx</p> <p>HUB http://www.residence.ualberta.ca/CurrentResidents/YourResidence/HUB.aspx</p> <p>East Campus Village http://www.residence.ualberta.ca/CurrentResidents/YourResidence/EastCampusVillage.aspx</p> <p>International House http://www.residence.ualberta.ca/CurrentResidents/YourResidence/InternationalHouse.aspx</p> <p>Newton Place http://www.residence.ualberta.ca/CurrentResidents/YourResidence/NewtonPlace.aspx</p> <p>Michener Park http://www.residence.ualberta.ca/CurrentResidents/YourResidence/MichenerPark.aspx</p> <p>Graduate Residence</p>	
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<p style="text-align: center;"><u>t</u></p> <p>Information for Students on the Residence Contract www.uofaweb.ualberta.ca/residences/RestorativeJusticeAndYourLease.cfm</p> <p>Code of Student Behaviour http://www.uofaweb.ualberta.ca/gfcpolicymanual/content.cfm?ID_page=37633</p> <p>Student OmbudService http://www.ualberta.ca/ombuds</p>	<p>http://www.residence.ualberta.ca/CurrentResidents/YourResidence/GraduateResidence.aspx</p> <p>Augustana http://www.augustana.ualberta.ca/services/residence/</p> <p>Information for Students on the Residence Contract http://www.residence.ualberta.ca/CurrentResidents/CommunityStandards/YourLease.aspx</p> <p>Code of Student Behaviour http://www.governance.ualberta.ca/CodesofConductandResidenceCommunityStandards/CodeofStudentBehaviour.aspx</p> <p>Student OmbudService http://www.ombudservice.ualberta.ca/</p>	
<p>IV. DEFINITIONS</p> <p>New</p>	<p>IV. DEFINITIONS</p> <p>1) <u>Community Resolution</u></p> <p>a. <u>The outcome of a discussion between Residence Life Staff or Student Staff and a Resident concerning a very minor incident. A written summary serves as confirmation of the discussion; or</u></p> <p>b. <u>The outcome of a discussion between Residence Life Staff or Student Staff and a</u></p>	<p>Replaces “Informal Resolution”</p> <p>Provides a mechanism to address group behaviour.</p>

<p>1) Harm – Any action which negatively affects a person, their property and/or reputation, or the Residence community for which concrete or symbolic reparation can be made.</p> <p>2) Harmed Party – A person who was either harmed directly or is representative of a community to which harm was done.</p> <p>3) Incident Report – A formal written record of an incident. Not all Incident Reports need to refer to contraventions of the Community Standards. An Incident Report can also document a series of lower level interventions which have not changed a behaviour, or document the need for a repair, for example.</p> <p>4) Impact Statement – A written description of the effect or harm caused by a particular behaviour or pattern of behaviours, submitted by a Harmed Party in lieu of participating in a restorative meeting in person.</p> <p>5) Informal Resolution – The outcome of a discussion between Residence Life Staff or Student Staff and a Resident concerning a very minor incident. A written summary of the discussion serves as confirmation of the conversation.</p>	<p><u>residence community (e.g. floor, unit, stairwell) concerning a pattern of behaviour. A written summary serves as confirmation of the discussion.</u></p> <p>2) Harm – Any action which negatively affects a person, their property and/or reputation, or the Residence community for which concrete or symbolic reparation can be made.</p> <p>3) Harmed Party – A person who was either harmed directly or is representative of a community to which harm was done.</p> <p>4) Incident Report – A formal written record of an incident. Not all Incident Reports need to refer to contraventions of the Community Standards. An Incident Report can also document a series of lower level interventions which have not changed a behaviour, or document the need for a repair, for example.</p> <p>5) Impact Statement – A written description of the effect or harm caused by a particular behaviour or pattern of behaviours, submitted by a Harmed Party in lieu of participating in a restorative meeting in person.</p>	<p>Renumber only.</p> <p>Changed to “Community Resolution”</p>
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<p>6) Landlord – An official who acts on behalf of the University of Alberta in enforcing the terms of the Residence Contract.</p> <p>7) Minor Incidents – Incidents which can be resolved informally with a conversation and do not require a formal response. Examples include, but are not limited to, occasional noise complaints, cleaning issues, garbage disposal, etc.</p> <p>8) Residence Area Coordinator – The individual who oversees the implementation of the restorative process and makes the decision as to which policy will be applied when an incident occurs.</p> <p>9) Residence Contract – The Residence Agreement or Lease signed by the Resident and the University which defines the tenancy relationship.</p> <p>10) Residence Life Staff - Professional student affairs staff employed by Residence Services, including but not limited to: Residence Coordinators (RCs), Residence Administrators, Residence Area Coordinators (RACs), and the Associate Director-Residence Life.</p> <p>11) Residence Restorative Team – A team that facilitates restorative meetings and participates in negotiating Restorative Agreements. Each University Residence will determine whether or not a Residence Restorative Team will be formed. The Residence Restorative Team will consist of no more than four members:</p> <p>a) The Restorative Team</p>	<p>7) Minor Incidents – Incidents which can be resolved with a conversation (<u>Community Resolution</u>) and do not require a <u>Restorative Meeting</u>. Examples include, but are not limited to, occasional noise complaints, cleaning issues, garbage disposal, etc.</p> <p>11) Residence Restorative Team – A team that facilitates restorative meetings and participates in <u>creating</u> Restorative Agreements. Each University Residence will determine whether or not a Residence Restorative Team will be formed. The Residence Restorative Team will consist of:</p> <p>a) The Restorative Team</p>	<p>No change.</p> <p>Removing language of informal/formal.</p> <p>No change</p> <p>It was determined that the larger team was</p>
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<p>Coordinator, where one exists, as coordinator and Chair;</p> <p>b) A Residence Coordinator; and</p> <p>c) Up to two student representatives, drawn from a pool of trained volunteers.</p> <p>In University Residences where no Residence Restorative Team exists, or at times when it is not available (e.g. exam periods, Spring/Summer term, etc.) the function of the Residence Restorative Team will be fulfilled by one or more Residence Life Staff members.</p> <p>12) Residence Students' Association – An organized body of student representatives in each residence community which facilitates opportunities for involvement and represents student interests in various University processes. An umbrella organization, the Residence Halls Association (RHA), provides a unified voice on behalf of University residents. The RHA (or delegated group) may stand in for any University Residence which does not have a students' association.</p> <p>13) Resident – A student who has signed a Residence Contract with the University and who lives in Residence.</p> <p>14) Respondent – A participant in the Restorative Justice process whose actions or behaviours have harmed another person, the community or the institution.</p> <p>15) Restorative Agreement – An agreement between the Residence Restorative Team, the</p>	<p>Coordinator, where one exists, as coordinator and <u>co-facilitator</u>;</p> <p>b) A Residence Coordinator; and</p> <p>c) <u>Where available</u>, a student representative, drawn from a pool of trained volunteers.</p> <p>In University Residences where no Residence Restorative Team exists, or at times when it is not available (e.g. exam periods, Spring/Summer term, etc.) the function of the Residence Restorative Team will be fulfilled by Residence Life Staff members.</p> <p>15) Restorative Agreement – An agreement between the Residence Restorative Team, the</p>	<p>counter-productive and led to scheduling problems.</p> <p>No change</p>
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<p>Respondent(s) and the Harmed Party(ies), which outlines the actions the Respondent will take to restore the community, either by concrete remedies or symbolic action. The agreement must be agreed upon and signed by the Restorative Team Coordinator (on behalf of the Team), the Respondent(s) and the Harmed Party(ies).</p> <p>16) Restorative Agreement Administrator – The individual who tracks Restorative Agreements to ensure the restorative remedies are fulfilled by the Respondent(s).</p> <p>17) Restorative Justice – A voluntary process that emphasizes repairing the Harm caused to individuals or the community. It entails the participation of both the person(s) who caused the Harm and the Harmed Party(ies) in a mediated process in which all parties generate and agree to the resolution.</p> <p>18) Restorative Team Coordinator – The person who organizes restorative meetings, chairs the meetings and signs the Restorative Agreement on behalf of the Restorative Team. Alternatively, this function may be fulfilled by Residence Life Staff in situations where no Residence Restorative Team exists, or at times when it is not available (e.g. exam periods, Spring/Summer term, etc.).</p> <p>19) Student staff –Staff employed by Residence Services who are also students and Residents,</p>	<p>Respondent(s) and the Harmed Party(ies), which outlines the actions the Respondent will take to restore the community <u>and/or rebuild trust</u>, either by concrete remedies or symbolic action. The agreement must be agreed upon and signed by the Restorative Team Coordinator (on behalf of the Team), the Respondent(s) and the Harmed Party(ies).</p> <p><u>16) Restorative Justice – A voluntary process that emphasizes repairing the Harm caused to individuals or the community <u>and rebuilding trust lost as a result of the Harm caused</u>. It entails the participation of both the person(s) who caused the Harm and the Harmed Party(ies) in a <u>facilitated</u> process in which all parties generate and agree to the resolution.</u></p> <p><u>17) Restorative Team Coordinator – The person who organizes restorative meetings, <u>co-facilitates</u> the meetings and signs the Restorative Agreement on behalf of the Restorative Team. Alternatively, this function may be fulfilled by Residence Life Staff in situations where no Residence Restorative Team exists, or at times when it is not available (e.g. exam periods, Spring/Summer term, etc.).</u></p> <p><u>18) Student staff –Staff employed by Residence Services who are also students and Residents,</u></p>	<p>This position was determined to be ineffectual.</p> <p>Clarifying language to distinguish RJ from mediation.</p>
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<p>including but not limited to: Floor Coordinators (FCs), Residence Assistants (RAs), Lister or HUB Community Assistants, Hall Vice Presidents and interns. See the Residence Services website for residence-specific information about student staff.</p> <p>20) University Community - Includes those who are employed by the University, who are officially associated with the University, and those who are Students, former Students, or alumni of the University.</p> <p>24) University Residence – Any student housing facility owned and operated by the University of Alberta. A comprehensive list of University Residences is found on the Residence Services website.</p>	<p>including but not limited to: Residence Assistants (RAs) and <u>Senior Resident Assistants (SRAs)</u> and interns. See the Residence Services website for residence-specific information about student staff.</p> <p>19) University Community - Includes those who are employed by the University, who are officially associated with the University, and those who are Students, former Students, or alumni of the University.</p> <p>20) University Residence – Any student housing facility owned and operated by the University of Alberta. A comprehensive list of University Residences is found on the Residence Services website.</p>	<p>Floor Coordinator and Hall Vice President eliminated as staff positions; Senior RA position added.</p>
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APPENDIX A – Example Email Documentation for Informal Community Resolutions

~~An informal resolution~~ A Community Resolution can take many forms, but the outcome must be ~~communicated to Residents in order to protect their rights, and~~ documented using an approved Residence Services system. The student must also be informed of the Community Resolution. Below are several suggestions on how ~~an email or note~~ documentation can be composed.

Subject: Following up w/Name, Unit#

~~*****~~

~~Notation in internal Residence Services system:~~

~~[Date] [Staff name] Had a conversation with [student] in [unit #] in which he agreed to turn his stereo speakers down to “64” or use headphones after 11pm.~~

~~*****~~

Hi [student], (copied to RC)

Just following up on the conversation we had yesterday: I wanted to thank you for agreeing to wash your dishes, and also for your willingness to consider the rest of unit, and your effect on them.

Please do not hesitate to contact me for any reason.

Sincerely,

[name]

~~*****~~

Hi ~~[studentRC]~~, (copied to student)

~~Thanks for getting your dishes done so quickly last night – I and the rest of the floor appreciate it!!~~ had a very productive chat with [student, unit #] last night in which she agreed to wash her dishes within two hours of cooking from now on.

~~*****~~

Hi [student], (copied to RC)

Just following up on our conversation from this morning – I understand you did not intend to disturb your neighbour by playing your stereo last night and that you feel that the complaint was unreasonable. I remind you that quiet hours are from 11pm to 7am, but it is clear that people don't always agree on the level of noise acceptability. If you'd like, I could sit down with the two of you and try to help you come to a compromise that works for both of you.

Let me know what I can do to help!

~~*****~~

~~Notation in internal Residence Services system:~~

~~[Date] [Staff name] Had a conversation with [student] in [unit #] in which he agreed to turn his stereo down to “6” after 11pm.~~

Floor or Unit Resolution

Thanks, everyone, for meeting with me last night. As a recap of our discussion, we all agreed that Sundays will be our cleaning day, and we will divide up the duties as follows: ...

APPENDIX B – Suggested Guidelines for Chairing Restorative Meetings

In addition to the procedures outlined in the Community Standards Policy, this document provides guidelines for ensuring that a Restorative Meeting is effective and productive for participants.

1) The Restorative Team Coordinator (“Coordinator”) and the RC will co-facilitate the meeting. They will divide up the duties below as they see fit.

~~1)2)~~ The ~~Restorative Team Coordinator (“Coordinator”)~~co-facilitators will review the process to ensure everyone understands how it will work, and will confirm with all parties that the Coordinator and/or Team are acceptable as the facilitators of the discussions and Restorative Agreement.

~~2)3)~~ The co-facilitators ~~Coordinator~~ will lead the participants in establishing ground rules for the meeting. Ground rules the participants agree on might include, but are not limited to:

- Participants will refrain from interrupting when a participant is speaking;
- Participants will not to discuss the matter during breaks in the meeting;
- Participants will agree to seek clarification from the Coordinator when they do not understand a statement or procedure.

~~3)4)~~ The co-facilitators ~~Coordinator~~ will confirm with all parties that their attendance is voluntary, that they have signed the Confidentiality Agreement, and that they understand and are willing to participate in the restorative process in good faith and under the guidelines agreed upon. If at any point a participant no longer wishes to participate in the process for any reason, he or she must inform the Coordinator. The Coordinator will adjourn the meeting and return the matter to the Residence Area Coordinator, who will make a decision regarding process according to Item III B.67) of this policy.

~~4)5)~~ ~~The Coordinator~~ A co-facilitator will either read aloud or summarize the Investigation Report for participants.

~~5)6)~~ Once the incident is understood, the Harmed Party(ies) will be invited, one at a time, to describe the impact of the incident on them, their community, their property, or any other Harm. If a Harmed Party opts to participate by submitting an Impact Statement, ~~the a co-facilitator~~ Coordinator will read that statement aloud to the other participants.

~~6)7)~~ Participants can pose questions and ask for clarifications. No questions in relation to an Impact Statement should be entertained, since the author is not present.

~~7)8)~~ The Respondent(s) are invited, one at a time, to provide an oral statement in which they acknowledge the impact of the Harm they caused.

~~8)9)~~ Participants can pose questions and ask for clarifications.

The co-facilitators ~~The Coordinator~~ will lead a discussion in which all participants suggest possible remedies to address the Harms identified. This list is negotiated among the participants until the signatories to the Agreement agree that it is complete and conforms to the criteria set out in this policy.

APPENDIX C – Example Confidentiality Agreement

Restorative Meeting Confidentiality

For the Restorative Justice process to be effective, it is necessary and fundamental that confidentiality be protected and preserved, including as provided for under Alberta's Freedom of Information and Protection of Privacy (FOIPP) legislation.

Participants may not disclose to anyone confidential information¹ gained during the course of Restorative Meetings except in accordance with the accompanying Procedures or to the extent required or permitted by law or University policy.

Records and reports of Restorative Meetings are the property of the University and shall be retained and disposed of in accordance with the retention and disposition schedule held by Residence Services.

By signing below, you agree that your participation in the Restorative Meeting process will be governed by this Agreement and that you have the responsibility to maintain confidentiality.

DATED THIS ___ DAY OF _____ 20__

Printed Name _____	Signature _____
Printed Name _____	Signature _____
Printed Name _____	Signature _____
Printed Name _____	Signature _____
Printed Name _____	Signature _____
Printed Name _____	Signature _____
Printed Name _____	Signature _____

¹ Confidential information does not include information that is in the public domain; information that is already, or is subsequently, disclosed or obtained without obligation of confidentiality; or information, the non-disclosure of which would present a risk to the public or the University community.

APPENDIX D – Examples of Restorative Remedies

Harm can be physical, emotional, reputational or other.

The type of harm done should guide the type of remedy used to make remedies for that harm. Sometimes harm can be repaired through concrete remedies when harm is measurable and repairable. Other harms may be more difficult to measure and may not be immediately obvious. In these cases, symbolic remedies can be used to show good faith and begin to rebuild trust in the community.

Concrete Remedies:

When harm is measurable and repairable, remedies should be designed to restore the community, as far as possible, to its state before the harm was caused. Examples include, but are not limited to:

- Replace an item that has been lost or broken.
- Arrange and pay for repair of a damaged item that belongs to another resident.
- Pay for repairs of any damage caused to the University.
- Remove offensive postings, posters, websites, etc. or post corrections and/or apologies.

Symbolic Remedies:

When the harm is to a person's emotions or reputation and is less quantifiable, remedies should be designed to enable the Harmed party(ies) to feel better about the situation and move forward and should enable the Respondent to rebuild trust and reintegrate into the community. Examples include, but are not limited to:

- Write an apology to the Harmed Party(ies) in an attempt to rebuild trust.
- Post a correction to websites, social networking pages, etc, to set the record straight.
- Write an essay on the impact of a certain behaviour on a community.²
- Create a poster, video, presentation, or other media project on the impact of behaviour on a community.²
- Refrain from drinking alcohol/pledge to drink only in moderation as an act of good faith.
- Become an active volunteer of some kind in the Residence and/or University community.
- Perform some action "in kind" to attempt to make up for the harms caused.

Restorative remedies are context-specific; the remedies will reflect the identified Harms and the attempt to repair those Harms rather than focussing on the incident itself. In other words, similar incidents may result in different remedies, depending on the Harms identified.

² May be collected by the Restorative Agreement Administrator into a resource library (names and personal identifiers removed).

APPENDIX E – Example Restorative Agreement

Residence Restorative Agreement

Date:

Participants:	Name
Restorative Team Coordinator	
Residence Coordinator	
Residence Restorative Team Member	
Residence Restorative Team Member	
Respondent	
Harmed Party	
Harmed Party	
Harmed Party	
Support Person	
Support Person	
Support Person	

As a result of having participated in a Restorative Process, we agree that the following actions will be taken no later than [DATE]:

NAME will [write an apology to...]

NAME will [pay for damages]

NAME will [etc.]

Failure to fulfil the conditions listed here will constitute a breach of the Lease or Residence Agreement.

Signatures:

Restorative Team Coordinator :

Signature

Respondent:

Signature

Harmed party:

Signature