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Parent Policy: Residence Community Standards Policy

Residence Community Standards Procedure

Office of Administrative Responsibility:	Vice-Provost and Dean of Students
Approver:	GFC (Student Conduct Policy Committee)
Scope:	Compliance with this University policy extends to anyone living or working in a University of Alberta Residence.

1. Purpose

This procedure establishes a fair and transparent process available for use to address cases of behaviour in violation of the *Residence Community Standards Policy* and based in part on the principles of **Restorative Justice**.

2. Procedure

a. Upon becoming aware of an incident where a **resident**'s rights or responsibilities under the *Residence Community Standards Policy* have been violated, Residence Services will act to address the behaviour and the harm to the **community.**

b. INTERACTION WITH BREACH OF ***RESIDENCE AGREEMENT***

   i. In all applicable circumstances the University may choose to act as **landlord** to address a breach of the *Residence Agreement*. Examples of these circumstances may include non-payment of funds, or issues of safety and security, including but not limited to disruptive, threatening or violent conduct. Further information is found in the *Residence Agreement* and online, and are not included in this document.

   ii. In incidents where cases are addressed as a breach of the *Residence Agreement*, **restorative practices** may also be considered to address **harm** and rebuild trust when appropriate. In such a case, the breach of *Residence Agreement* decision by

the landlord must be made and communicated to the **responsible party** before the restorative practice occurs. This sequence safeguards responsible parties from being part of a restorative practice in good faith and being surprised by additional consequences as a breach of the *Residence Agreement* afterwards.

c. INTERACTION WITH *Student Conduct Policy*

   i. Incidents that are reported as violation of this policy that also describe a violation of the *Student Conduct Policy* may be addressed both through the *Student Conduct Policy* in accordance with the procedures established in the *Student Conduct Policy* and this procedure.

   ii. To the extent possible, a single process will be used to address incidents that are violations of both the *Residence Community Standards Policy* and the *Student Conduct Policy*. There will be exceptions, and in those cases action under the *Student Conduct Policy* will not preclude action under the Residence Community Standards Policy or Residence Agreement and vice versa.

d. INTERACTION WITH *SEXUAL AND GENDER-BASED VIOLENCE POLICY*

   i. The *Sexual and Gender-Based Violence Policy* and associated procedures always apply in situations involving a violation of the Sexual Violence Policy. Residence Life Staff will act in accordance with those procedures when a disclosure of sexual violence is received.

   ii. Violations of the *Sexual and Gender-Based Violence Policy* may also be a breach of the *Residence Agreement*.

3. Procedures for Reporting

a. Upon becoming aware of an incident, a **Residence Life staff** or **student staff** member will initiate the appropriate Residence Life reporting process.

b. Community Resolution Process:

   i. If an incident is assessed to be resolvable through a restorative discussion with the resident(s) who caused the incident, a **community resolution** may be developed with the resident(s).

   ii. In the case where a community (floor, unit, stairwell, etc) has engaged in behaviour contrary to the *Residence Community Standards Policy* a Residence Life staff or student staff may hold a restorative discussion with the group in order to develop a community resolution.

   iii. Community resolutions will be documented and provided to the residents involved. A community resolution should:address the harms and include an agreement of **repairs**. In order to be binding, community resolutions can only include residents who are reasonably able to make an agreement (in a small enough group to be included in the discussion agreement, not intoxicated, etc.)

iv. If an incident is assessed to be resolvable in that moment through a restorative practice that includes the **harmed party** and responsible party, a Residence Life staff or student staff member may facilitate an immediate restorative practice. The resulting **restorative agreement** will be documented in a community resolution and provided to all involved parties.

c. Incidents that are not resolved in a community resolution, must be documented in an **incident report**. An incident report may describe a single incident, multiple incidents that had not previously been documented, or refer to a situation where previous community resolutions have not resolved the issue.

d. Upon receiving an incident report, Residence Life Staff will make an assessment as follows:

   i. If the incident report details an incident that could be addressed either through restorative practices or as a breach of the *Residence Agreement*, an internal investigation will be initiated, as needed.

   ii. If the incident report details an incident that is a serious and substantial breach of the *Residence Agreement*, the incident will be forwarded to the landlord or designate for a decision under a breach of *Residence Agreement*.

   iii. If the incident report describes a violation of the *Student Conduct Policy*, the matter may be handled in accordance with the procedures established in the *Student Conduct Policy*.

   iv. If the incident report describes a violation of the *Sexual and Gender-Based Violence Policy*, the matter will be handled in accordance with the procedures established in the *Sexual and Gender-Based Violence Policy*.

e. Repeated Behaviour

   i. In cases where residents have developed multiple community resolutions with Residence Life staff about similar behaviour, further behaviour of the same nature may be addressed through other restorative practices or as a breach of the *Residence Agreement*.

4. Procedures for Internal Investigations

a. Internal investigators may be Residence Life staff, student staff or University of Alberta Protective Services. The original author of the incident report must not be the individual conducting the investigation.

b. The investigator will conduct a procedurally fair investigation, gathering available relevant information about the incident, which may include collecting witness statements and documenting physical evidence. The investigator will document a written summary of their investigation, including any 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 responsible party(ies) is unknown, the investigation will begin by attempting to establish the identity of the person(s) who caused the harm.

c. 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 landlord or designate to be addressed as a breach of the *Residence Agreement* or for investigation under the *Student Conduct Policy.*

d. Internal investigations will normally be completed within 15 business days. In extenuating circumstances, discretion to allow more time shall lie with designated Residence Life staff.

e. Where the incident report requires no further investigation and/or the parties agree to the facts of the case, Residence Life staff may forgo further investigation and proceed to make a decision on which process will be used to resolve the issue.

5. Procedures for Routing

a. Restorative practices are used to address incidents within **University residences**. An incident qualifies for a restorative practice if it meets all of the following criteria:

   i. The identity of the responsible party is known;

   ii. The responsible party is willing to participate in a restorative practice;

   iii. Harm to an individual, the community, or to property can be identified; and

   iv. The nature of the incident is appropriate for use of restorative practices (see section 6.e. "Limits on Restorative Practices")

b. The designated Residence Life staff member may make a determination to route a matter to be addressed as a breach of the Residence Agreement when:

   i. The criteria for restorative practices are not met;

   ii. One or more of the parties withdraw from the restorative practice;

   iii. The parties are unable to come to a restorative agreement;

   iv. The responsible party fails to fulfill the restorative agreement; and/or

   v. The nature of the incident is better suited to be addressed under the Residence Agreement.

c. The designated Residence Life staff member's decision as to which process will be followed is not subject to reconsideration.

6. Restorative Practices

a. Restorative Justice and restorative practices are rooted in Indigenous ways of knowing, being, doing, and relating. Residence Services is committed to continuous learning and incorporation of Indigenous perspectives, values, and cultural understandings in restorative practices and the training of **restorative facilitators**.

b. Restorative practices are available for use in residence to:

i. Build community relationships, generate respectful dialogue, and develop empathy prior to any violation of policy

ii. Address unacceptable behaviour, resolve issues, and provide repairs in a positive and constructive way

iii. Provide community rebuilding and healing after an incident of any type in residence.

c. Restorative practices are a framework, not a rigid procedure. Restorative practices by design take into account the situation and individuals involved. Restorative practices are guided by these principles:

i. Involving those with a legitimate stake in the situation, which may include harmed parties, responsible parties, and community members

ii. Respect for all parties

iii. Voluntary involvement for all parties

iv. Providing all parties a chance to tell their story (storytelling/truth-telling)

v. Participatory decision making

vi. Valuing the relationships between individuals

d. When a restorative practice occurs as response to an incident where harm occurred it is guided by these additional principles:

i. Providing an opportunity for dialogue, which can be direct or indirect, between responsible parties and harmed parties as desired by all parties (voluntary involvement)

ii. Focus on the harms (and consequent needs) of harmed parties first of all, but also the needs of the community and those who are causing or who caused harm.

iii. Aims for mutually agreed upon outcomes that put things right to the extent possible and rebuilding trust lost as a result of the harm

iv. Promotes responsibility, reparation, and healing for all parties.

e. Limits on restorative practices under these procedures:

i. Some incidents may not be appropriate for response through restorative practices, where the possibility of additional harm is deemed to be prohibitively high. The merits of restorative justice in cases of significant harm are well recognized and this procedure supports healing through restorative practices should appropriately trained facilitators be available.

f. Where all of the principles of restorative practices do not apply, Residence Life staff may proceed with addressing the harm and impact on the community, using as many of the restorative principles as possible.

7. Procedures for Restorative Practices

a. Trained restorative facilitator(s) will design a restorative practice appropriate for the situation and individuals, guided by the principles of restorative practices and their training. Examples of a restorative practice may include (but are not limited to) a **restorative meeting**, **restorative conference**, and asynchronous letter exchange. Possible components of a restorative practice are outlined below.

b. Participants in a restorative practice may include:

   i. One or more restorative facilitators depending on the needs of the situation;

   ii. Responsible party(ies);

   iii. Harmed party(ies);

   iv. One support person for the responsible party(ies) and the harmed party(ies), where appropriate and applicable; and

   v. Community members, when appropriate.

c. Restorative practices may take place synchronously with a facilitated encounter or asynchronously (options for asynchronous participation may include letter, voice message, or video exchanges between parties through a facilitator).

d. The restorative practice will provide parties the opportunity to recount their experience and share their perspective.

e. After each party is satisfied that their perspective has been heard, the facilitators will facilitate a discussion or exchange in which the participants will collectively seek to identify the harms in need of repair, both to individuals and to the community.

f. When the list of harms is complete to the satisfaction of all parties, the participants will work together to generate options for restorative repairs. A repair must function to remedy an identified harm and/or rebuild trust, and be:

   i. Appropriate, relevant, and commensurate to the harm caused;

   ii. Fair and agreeable to all parties;

   iii. Realistic and achievable; and

   iv. Specific and objective enough to be measurable.

g. When all parties agree to repair(s) that will satisfactorily address the harms and/or rebuild trust, a facilitator will write the agreed upon repair(s) into a restorative agreement. The restorative agreement will include, at minimum:

   i. A list of the participants and their roles in the restorative practice;

ii. A list of agreed repairs to remedy the harm done;

iii. A required completion date; and

iv. Where appropriate, the name of the Residence Life staff or student staff mentoring and/or following up on the agreed actions.

h. The participating facilitator(s), responsible party(ies), harmed party(ies), and community members (where appropriate) will sign the restorative agreement. The restorative agreement will become the official document of this process. Copies of the restorative agreement will be provided to:

i. The responsible party(ies);

ii. The harmed party(ies); and

iii. Residence Services.

i. 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 facilitator will reconvene the group to change the repairs.

j. Designated Residence Life staff or student staff will follow up with the responsible party(ies) to ensure the terms of the restorative agreement are fulfilled. If a responsible party fails to complete the agreed repairs listed on the restorative agreement by the date specified, the matter will be considered a breach of the *Residence Agreement* and addressed as such.

k. If at any point during the restorative practice, it becomes apparent that the criteria as listed in section 5. a. are no longer being met or if no restorative agreement can be reached, the facilitators will adjourn the restorative practice and the matter will be returned to the designated Residence Life staff to make a decision regarding the process according to section 5 of this procedure.

8. Confidentiality and Records

a. Residence Life staff and student staff have a responsibility to conduct themselves in accordance with the principles of privacy set out in provincial legislation and their employment confidentiality agreement.

b. The intention of the confidentiality agreement is to allow both parties to share freely in a restorative practice, without fear of reprisal or embarrassment. This information shared in a restorative practice and through the actions of the restorative agreement will not be used in other University disciplinary processes.

c. Confidentiality agreements are only required in the case of a voluntary restorative meeting or restorative conference, prepared and facilitated by trained RJ facilitators so that participants may feel safe discussing potentially personal impacts and contexts.

d. Participants in a restorative practice will be required to sign a confidentiality agreement before the practice begins and are required to uphold that agreement. Violations of confidentiality may harm the involved parties, and will be addressed as a violation of the

Residence Community Standards Policy and addressed through these procedures and/or addressed under the *Student Conduct Policy*.

e. Records created in the execution of these procedures will be managed in accordance with the University of Alberta *Records Management Policy* and the *Alberta Freedom of Information and Protection of Privacy Act and Regulations*.

Definitions

Any definitions listed in the following table apply to this document only with no implied or intended institution-wide use.	
Restorative Justice	A framework of thinking about wrongdoing that frames offences as a harm and uses restorative practices to involve, to the extent possible, those who have a stake in a specific offence or harm to collectively identify and address harms in order to heal and put things as right as possible.
Resident	A student who has signed a *Residence Agreement* with the University and who lives in residence.
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.
Residence Agreement	The document signed by the resident and the University which defines the tenancy relationship.
Landlord	An official who acts on behalf of the University of Alberta in enforcing the terms of the *Residence Agreement*
Restorative Practices	A method of engaging with individuals and the community that use restorative principles, often to facilitate a synchronous or asynchronous interaction. There is a determined purpose for a restorative practice. Examples include (but are not limited to) circles, talking circles, peacemaking circles, restorative meetings, and restorative conferences.
Harm	The negative consequences that are caused by the actions of an individual or group of individuals. Harms can impact a person, their property and/or reputation, relationships, or the residence community.

Responsible Party	A resident whose actions or behaviours have harmed another person, the community, or the institution and/or have violated the rights and responsibilities of residents (Sections 4 & 5 of this policy)
Residence Life Staff	Professional student affairs staff employed by Residence Services
Student Staff	Staff employed by Residence Services who are also University of Alberta students and often are residents.See the Residence Services website for residence-specific information about student staff.
Community Resolution	A restorative practice used to address community issues in situations where residents take responsibility and voluntarily take part in a restorative discussion that leads to a resolution of the issue. Community resolutions result in an agreement for immediate and future behaviour that resolves the issue and are expected to be upheld by all parties. It may be: a. The outcome of a discussion based on restorative principles between Residence Life Staff or student staff and an individual resident or group of residents concerning an incident or behaviour. A written notification serves as confirmation of the discussion and resulting agreement; or b. The outcome of a discussion based on restorative principles between Residence Life Staff or student staff and a residence community (e.g. floor, unit, stairwell) concerning a pattern of behaviour. A written summary serves as confirmation of the discussion and resulting agreement.
Repairs	A response or remedy to harm, with a goal to put things right. Can be concrete and/or symbolic. Repairs are decided with voluntary agreement of the responsible party. Repairs may also include actions of the community or Residence Services that are needed to address the harms. While repairs might be difficult, they should not be intended to harm.
Harmed Party	A person who was either harmed directly or is representative of a community to which harm was done.
Restorative Agreement	An agreement created through a restorative practice which outlines the actions the respondent(s) will take to restore the community

	and/or rebuild trust, either by concrete repairs or symbolic action. The agreement must be agreed upon by the facilitator(s), the respondent(s) and the harmed party(ies) participating in the restorative practice.
Incident Report	A written record of an incident. Not all incident reports need to refer to violations of the Residence Community Standards Policy. Incident reports can also be used to document a resident emergency (such as first aid treatment) or health and safety concerns.
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.
Restorative Facilitator	Any university staff member or student staff trained in facilitation of restorative practices and/or restorative justice.
Restorative Meeting	A restorative practice which involves a facilitator, a harmed party and a responsible party, with the aim to come to a restorative agreement created and signed by the parties. A restorative meeting may be spontaneous or planned, and may occur before or after documentation (such as an incident report) is filed.
Restorative Conference	A restorative practice which involves up to two facilitators, and may involve multiple responsible party(s) and/or harmed party(ies), and support person(s), with the aim to come to a restorative agreement created and signed by the parties.

Related Links

- Records Management Policy
- Residence Community Standards Policy
- Sexual and Gender-Based Violence Policy
- Student Conduct Policy