



The following Motion and Document were considered by the GFC Campus Law Review Committee at its September 26, 2013 meeting:

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

CARRIED 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 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 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 <input checked="" type="checkbox"/> Recommendation <input type="checkbox"/> Discussion/Advice <input type="checkbox"/> Information
Proposed by	Sarah Wolgemuth, Assistant Dean of Students – Residence Life, Offices of the Dean of Students and Residence Services; Deborah Eerkes, Director, Office of Student Judicial Affairs (OSJA)
Presenters	Sarah Wolgemuth, Assistant Dean of Students – Residence Life, Offices of the Dean of Students and 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: Representatives of Residence Services, Students’ Union (SU), Graduate Students’ Association (GSA), Residence Halls’ Association (RHA) (weekly meetings throughout the Summer, 2013)
Approval Route (Governance) (including meeting dates)	GFC Campus Law Review Committee (September 26, 2013) – for recommendation; GFC Executive Committee (October 7, 2013) – for final approval
Final Approver	GFC Executive Committee

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

- Attachment 1 (page 1 – 33): Proposed Changes to the Residence Community Standards Policy

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

UNIVERSITY OF ALBERTA RESIDENCE COMMUNITY STANDARDS POLICY

As a result of the 2013 Community Standards Review Committee's recommendations, the following changes to the Community Standards are being proposed. Highlights include the following:

- Elimination of Restorative Team structure and Restorative Team Coordinator position.
- Introduction of a mid-level Restorative Meeting to bridge the gaps between Community Resolutions and Restorative Conferences (formerly called Restorative Meetings). The three levels of Restorative response are differentiated by who the participants are.
- Added procedures for all three levels of Restorative response (Community Resolution, Restorative Meeting and Restorative Conference)
- Various changes to ensure that students are well-informed and understand the processes in which they find themselves.
- New generic definition "Facilitator" to accommodate the fact that different staff members facilitate different levels of RJ.
- Expanded definition for "Minor Incident" to clarify
- "Residence Contract" has been changed to "Residence Agreement" throughout the policy to reflect the name of the document signed by Residents when they move in.
- Updated titles and corrections to typos.

Current	Proposed	Rationale
<p>I. PREAMBLE</p> <p>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.</p> <p>The tenancy relationship between the University of Alberta ("the University") and Residents is contractual, governed by the Residence <u>Contract</u>, which is administered by Residence Services and signed by the Resident. This policy forms one aspect of that tenancy relationship. It in no</p>	<p>I. PREAMBLE</p> <p>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.</p> <p>The tenancy relationship between the University of Alberta ("the University") and Residents is contractual, governed by the Residence <u>Agreement</u>, which is administered by Residence Services and signed by the Resident. This policy forms one aspect of that tenancy</p>	<p>Making language consistent.</p>

<p>way restricts the University from enforcing the Residence Contract, which may include eviction or other consequences.</p>	<p>relationship. It in no way restricts the University from enforcing the Residence <u>Agreement</u>, which may include eviction or other consequences.</p>	
<p>A. PRINCIPLES ...</p>	<p>A. PRINCIPLES ...</p>	<p>No change</p>
<p>B. PURPOSE ...</p>	<p>B. PURPOSE ...</p>	<p>No change</p>
<p>C. PROCESS</p> <p>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.</p> <p>This policy provides a framework to:</p> <p>a. Recognize and prevent unacceptable behaviour in the Residence Community, and</p> <p>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.</p> <p>1. This policy fits within a network of interconnected documents, policies and procedures related to Residences, including:</p> <p>a. The Residence Contract (see “Information for Students on the Residence Contract”, located on the Residence Services website);</p>	<p>C. PROCESS</p> <p>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.</p> <p>This policy provides a framework to:</p> <p>a. Recognize and prevent unacceptable behaviour in the Residence Community, and</p> <p>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.</p> <p>1. This policy fits within a network of interconnected documents, policies and procedures related to Residences, including:</p> <p>a. The Residence <u>Agreement</u> (see “Information for Students on the Residence <u>Agreement</u>”, located on the Residence Services website);</p>	<p>Making language consistent.</p>

<p>b. Residence-specific rules on the Residence Services website, jointly approved by the University and the Residence Students' Association;</p> <p>c. The Code of Student Behaviour, available online;</p> <p>d. The Application for Residence;</p> <p>e. The Residence Services acceptance letter and package;</p> <p>f. The Housing Telephone Service Agreement, where applicable;</p> <p>g. The Residence Internet Service Agreement, where applicable; and</p> <p>h. Various other policies, rules and regulations adopted by the University, including as Landlord, from time to time.</p> <p>2. Residents are also members of the University Community and are therefore also subject to the Code of Student Behaviour at all times.</p> <p>3. 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>	<p>b. Residence-specific rules on the Residence Services website, jointly approved by the University and the Residence Students' Associations;</p> <p>c. The Code of Student Behaviour, available online;</p> <p>d. The Application for Residence;</p> <p>e. The Residence Services acceptance letter and package;</p> <p>f. The Housing Telephone Service Agreement, where applicable;</p> <p>g. The Residence Internet Service Agreement, where applicable; and</p> <p>h. Various other policies, rules and regulations adopted by the University, including as Landlord, from time to time.</p> <p>2. Residents are also members of the University Community and are therefore also subject to the Code of Student Behaviour at all times.</p> <p>3. 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>	<p>Grammatical correction</p>
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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

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Making language consistent.

<p>or that of another.</p> <p>B. RESIDENT RESPONSIBILITIES</p> <p>...</p> <p>C. RESIDENCE SERVICES RESPONSIBILITIES</p> <p>Residence Services has responsibility to:</p> <p>a) Foster a safe, secure and healthy environment conducive to academic success;</p> <p>b) Initiate the Restorative Justice process under this policy;</p> <p>c) Enforce the Residence Contract signed by the Resident;</p> <p>d) Investigate allegations of negative, inappropriate, or disruptive behaviour in conjunction with University of Alberta Protective Services, where appropriate; and</p> <p>e) Initiate charges under the Code of Student Behaviour where appropriate.</p>	<p>or that of another.</p> <p>B. RESIDENT RESPONSIBILITIES</p> <p>...</p> <p>C. RESIDENCE SERVICES RESPONSIBILITIES</p> <p>Residence Services has responsibility to:</p> <p>a) Foster a safe, secure and healthy environment conducive to academic success;</p> <p><u>b) Provide students with information and resources on Restorative Justice and the processes employed, and University resources;</u></p> <p>c) Initiate the Restorative Justice process under this policy;</p> <p><u>d) Enforce the Residence Agreement signed by the Resident;</u></p> <p>e) Investigate allegations of negative, inappropriate, or disruptive behaviour in conjunction with University of Alberta Protective Services, where appropriate; and</p> <p>f) Initiate charges under the Code of Student Behaviour where appropriate.</p>	<p>No change</p> <p>New: To ensure that students are well-informed.</p> <p>Re-letter</p> <p>Making language consistent</p>
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III. PROCEDURES FOR INSTANCES IN WHICH COMMUNITY STANDARDS HAVE NOT BEEN MET

A. PROCEDURE FOR REPORTING AND ROUTING AN INCIDENT TO THE APPROPRIATE PROCESS

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.

2) Upon becoming aware of an incident, a Residence Life or Student Staff member will initiate the Residence Life reporting process.

3) Minor Incidents: If an 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 Community Resolution. ~~The staff member must summarize the Community Resolution in writing, which will serve as confirmation of the communication (see Appendix A for an example).~~

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.

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Making language consistent.

Moved to Procedures for Community Resolution section.

<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 Community 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>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.</p> <p>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>	<p>5) Incidents that are not considered Minor, <u>or that have not already been resolved in a Restorative Meeting</u>, must be documented in an Incident Report. An Incident Report may describe a single incident or refer to multiple Community 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>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 <u>Agreement</u>, an internal investigation will be initiated <u>as needed</u>.</p> <p>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>	<p>There is no need for an IR if an issue has already be resolved with a Restorative Agreement.</p> <p>Investigation is unnecessary when the pertinent information is already known.</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 University of Alberta Protective Services. The original author of the Incident Report must not be the individual conducting the investigation.</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 University of Alberta Protective 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>2) <u>The investigator will provide the Resident who is the subject of the Incident Report with information and resources on Restorative Justice and other relevant University processes.</u> The investigator will gather available relevant information about the incident, including collecting witness statements and documenting physical evidence. The investigator will provide <u>to the Residence Area Coordinator</u> 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>To ensure that accused students are provided with the opportunity to respond to allegations and evidence against them, and given access to information, advisors and resources related to the process.</p> <p>Clarification</p>
<p>3) ...</p> <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> <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; c) The Harmed Party(ies) 	<p>3) ...</p> <p>6) The Restorative Justice process will be the preferred process for incidents within University Residences. An incident qualifies for a Restorative <u>Meeting or Restorative Conference</u> 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>Community Resolutions are restorative processes, but are possible when the Resident(s) who committed the infraction is/are not known, and when a Harmed Party does not participate.</p>

<p>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>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> <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>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>7) In cases where the criteria for the Restorative Justice Process, as outlined above, are not met, the Residence Area Coordinator make 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 <u>Agreement</u>, 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 <u>Residence</u> Area Coordinator's decision as to which process will be followed is not subject to appeal.</p>	<p>No longer using the Team structure. Have eliminated the RTC position.</p> <p>Making language consistent.</p> <p>Typo correction</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>C. PROCEDURES FOR RESTORATIVE JUSTICE PROCESSES</p> <p>1) In all cases where <u>the criteria for Restorative Justice are met</u>, it shall be preferred over other processes.</p> <p><u>Restorative Justice processes include:</u></p> <p>a) <u>Community Resolution, which involves a Facilitator and a Respondent,</u></p> <p>b) <u>Restorative Meeting, which involves a Facilitator, a Harmed Party and a Respondent; or</u></p> <p>c) <u>Restorative Conference, which involves co-Facilitators and may include multiple Harmed Parties and/or Respondents, and support persons.</u></p>	<p>Clarifies the three levels of RJ.</p> <p>No longer using Team structure.</p> <p>New: itemizing available levels of RJ.</p> <p>Using generic “Facilitator” term.</p>
	<p><u>2) COMMUNITY RESOLUTION PROCEDURES</u></p> <p>a) <u>When a Facilitator becomes aware of a Minor Incident in</u></p>	<p>New: Community Resolution Procedures</p>

	<p><u>which the responsible person has been identified and there is no identifiable Harmed Party other than the University Community in general, the Facilitator will contact the Respondent and hold a discussion in which the Respondent is encouraged to identify Harm(s) and identify steps to repair those Harm(s) and/or rebuild trust in the community. The Community Resolution is recorded in the Housing Management System (HMS) database and notification of the Community Resolution will be communicated to the Respondent in writing (see Appendix A for examples).</u></p> <p><u>b) In the case of a community that is showing a pattern of negative behaviour, a Facilitator may meet with the members of the community and hold a discussion in which the community is encouraged to identify Harm(s) and identify steps to repair those Harms and/or rebuild trust in the community. The Community Resolution is summarized to the community in writing.</u></p>	
	<p><u>3) RESTORATIVE MEETING PROCEDURES</u></p> <p><u>a) A Facilitator will ensure that both parties understand the process and are willing to participate in a Restorative Meeting. The Restorative Meeting is normally held within three days of the incident.</u></p> <p><u>b) The Facilitator will invite the participants to discuss the incident from each perspective.</u></p> <p><u>c) After each party is satisfied that his or her perspective has</u></p>	<p>New: mid-complexity meeting (now called Restorative Meeting) Procedures</p>

been heard, the Facilitator will lead a discussion in which the participants will collectively seek to identify the Harms in need of remedy.

d) 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 function to repair 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.

e) When all parties agree to remedy(ies) that will satisfactorily address the Harms and/or rebuild trust, the Facilitator will summarize the agreed upon remedy(ies) into a Restorative Agreement (see Appendix E for an example Restorative Agreement). The Restorative Agreement from a Restorative Meeting will include, at a minimum, what remedies are agreed, who will carry those remedies out and a date by which the remedies must be completed.

f) 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 in

	<p><u>writing to the Respondent, the Harmed Party, and Residence Services.</u></p> <p><u>g) 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 Residence Area Coordinator will contact the Facilitator to reconvene the group and change the remedies.</u></p> <p><u>h) Residence Life Staff or Student Staff will follow up with the Respondent 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 Agreement and the Residence Area Coordinator will forward it to the Landlord.</u></p> <p><u>i) If at any point during the meeting, it becomes apparent that the criteria as listed in Item III B. 6) are no longer being met, a Facilitator 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.</u></p> <p><u>j) If no agreement can be reached, the Facilitator will turn the matter over to the Residence Area Coordinator, who will make a decision regarding process according to Item III B.7) of this policy.</u></p>	
	<p><u>4) RESTORATIVE CONFERENCE PROCEDURES</u></p>	<p>High-complexity meetings, name changed from Restorative Meeting to Restorative</p>

<p>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 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.</p>	<p>a) A <u>Facilitator</u> will contact the Respondent(s) and the identifiable Harmed Party(ies) to organize pre-conference meetings with each of them. The <u>Facilitator</u> 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 <u>Facilitator</u> will have them sign a Confidentiality Agreement (See Appendix C). When all parties agree to the restorative process and have signed the Confidentiality Agreement, the <u>Facilitator</u> will schedule a Restorative <u>Conference</u> at a time suitable to all participants, ideally within the following 7 days.</p>	<p>Conference.</p> <p>Numbering</p> <p>Use new Facilitator term throughout.</p> <p>Change name to “Conference” throughout.</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 and the Residence 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>e) If at any point during the</p>	<p>b) The following procedures will be followed at the <u>Restorative Conference</u> (see Appendix B for further guidelines on facilitating the <u>Restorative Conference</u>.)</p> <p>i) The <u>Conference</u> will be co-facilitated. Participants in the process will include <u>two Facilitators</u>, the Harmed Party(ies), either in person or by Impact Statement, and the Respondent(s).</p> <p>ii) 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>iii) If at any point during the</p>	<p>Change numbering</p>

<p>meeting, it becomes apparent that the criteria as listed in Item III B. 6) are no longer 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 and/or 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 function to either repair an identified Harm and/or rebuild trust, and 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><u>Conference</u>, it becomes apparent that the criteria as listed in Item III B. 6) are no longer being met, the <u>Facilitators</u> will adjourn the <u>Conference</u> 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><u>iv</u>) After each party is satisfied that his or her perspective has been heard, the <u>Facilitators</u> 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><u>v</u>) 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 function to repair an identified Harm and/or rebuild trust, and 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</p>	<p><u>vi</u>) When all parties agree to remedy(ies) that will satisfactorily address the Harms</p>	

<p>and/or rebuild trust, the 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>a. A list of the participants and their roles in the Restorative meeting;</p> <p>b. A list of agreed remedies to repair the Harm done; and</p> <p>c. A required completion date.</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> <p>a. The Respondent(s);</p> <p>b. The Harmed Party(ies); and</p> <p>c. Residence Services.</p> <p>h) 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.</p>	<p>and/or rebuild trust, <u>a Facilitator</u> 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>a. A list of the participants and their roles in the Restorative <u>Conference</u>;</p> <p>b. A list of agreed remedies to repair the Harm done; and</p> <p>c. A required completion date.</p> <p>vii) The <u>Facilitators</u>, the Respondent(s) and the Harmed Party(ies) will sign the Restorative Agreement. Where a Harmed Party has participated by Impact Statement, <u>a Facilitator</u> 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> <p>a. The Respondent(s);</p> <p>b. The Harmed Party(ies); and</p> <p>c. Residence Services.</p> <p>viii) 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 <u>Residence Area Coordinator</u> will contact the Coordinator to reconvene the group and change the remedies.</p>	<p>Correction</p>
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<p>i) The Coordinator, Residence Coordinator, 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><u>ix) Residence Life Staff or Student Staff</u> 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 <u>Agreement</u> and the Residence Area <u>Coordinator</u> will forward <u>it</u> to the Landlord.</p> <p>i) If no agreement can be reached, the <u>Facilitators</u> 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>Clarification</p> <p>Clarification</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: Lister</p> <p>http://www.residence.ualberta.ca/CurrentResidents/YourResidence/ListerCentre.aspx</p> <p>Residence Saint Jean (RSJ)</p> <p>http://www.residence.ualberta.ca/CurrentResidents/YourResidence/ResidenceSaintJean.aspx</p> <p>HUB</p> <p>http://www.residence.ualberta.ca/CurrentResidents/YourResidence/HUB.aspx</p> <p>East Campus Village</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>http://www.residence.ualberta.ca/CurrentResidents/YourResidence.aspx</p> <p>http://www.residence.ualberta.ca/CurrentResidents/CommunityStandards/HouseRules.aspx</p>	<p>Replaces all of the specific links, some of which are not available yet (the new residences) with the Residence Page that directs students to their Residence-Specific Rules.</p>

<http://www.residence.ualberta.ca/CurrentResidents/YourResidence/EastCampusVillage.aspx>

International House

<http://www.residence.ualberta.ca/CurrentResidents/YourResidence/InternationalHouse.aspx>

Newton Place

<http://www.residence.ualberta.ca/CurrentResidents/YourResidence/NewtonPlace.aspx>

Michener Park

<http://www.residence.ualberta.ca/CurrentResidents/YourResidence/MichenerPark.aspx>

Graduate Residence

<http://www.residence.ualberta.ca/CurrentResidents/YourResidence/GraduateResidence.aspx>

Augustana

<http://www.augustana.ualberta.ca/services/residence/>

Information for Students on the Residence Contract

<http://www.residence.ualberta.ca/CurrentResidents/CommunityStandards/YourLease.aspx>

Code of Student Behaviour

<http://www.governance.ualberta.ca/CodesofConductandResidenceCommunityStandards/CodeofStudentBehaviour.aspx>

Student OmbudService

<http://www.ombudservice.ualberta.ca/>

Information for Students on the Residence Agreement

<http://www.residence.ualberta.ca/CurrentResidents/CommunityStandards/YourLease.aspx>

Code of Student Behaviour

<http://www.governance.ualberta.ca/CodesofConductandResidenceCommunityStandards/CodeofStudentBehaviour.aspx>

Student OmbudService

<http://www.ombudservice.ualberta.ca/>

<p>IV. DEFINITIONS</p> <p>1) Community Resolution</p> <p>a. 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</p> <p>b. The outcome of a discussion 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.</p>	<p>IV. DEFINITIONS</p> <p>1) Community Resolution – <u>A Restorative Justice process for Minor Incidents or community issues. It may be:</u></p> <p>a. The outcome of a discussion between Residence Life Staff or Student Staff and <u>an individual</u> Resident concerning a Minor Incident. A written <u>notification</u> serves as confirmation of the discussion; or</p> <p>b. The outcome of a discussion 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.</p>	<p>Providing a better explanation</p> <p>Clarification</p>
	<p>2) <u>Facilitator - A member of Residence Life staff or Student Staff that facilitates a Restorative Justice process within Residence. Normally, Community Resolutions are facilitated by Resident Assistants (RAs), Restorative Meetings are facilitated by Senior Resident Assistants (SRAs) or Residence Coordinators (RCs), and Restorative Conferences are co-facilitated by two Residence Coordinators (RCs) or a Residence Coordinator (RC) and a Senior Resident Assistant (SRA).</u></p>	<p>New definition – generic term to be used for all three levels of RJ.</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) 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>	

3) Harmed Party – A person who was either harmed directly or is representative of a community to which harm was done.	4) Harmed Party – A person who was either harmed directly or is representative of a community to which harm was done.	
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.	5) Incident Report – A 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.	
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.	6) 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 <u>Restorative Conference</u> in person.	
6) Landlord – An official who acts on behalf of the University of Alberta in enforcing the terms of the Residence Contract .	7) Landlord – An official who acts on behalf of the University of Alberta in enforcing the terms of the Residence <u>Agreement</u> .	
7) Minor Incidents – Incidents which can be resolved with a conversation (Community Resolution) and do not require a Restorative Meeting . Examples include, but are not limited to, occasional noise complaints, cleaning issues, garbage disposal, etc.	8) Minor Incidents – Incidents <u>in which the Harm is to the community in general, and which can be resolved with a Community Resolution, or incidents in which an individual Harmed Party agrees that a Community Resolution is appropriate and he or she does not need to be involved in the</u>	Further clarifies when a Community Resolution can be used.

	<p><u>outcome</u>. Examples <u>may</u> include, but are not limited to, occasional noise complaints, cleaning issues, garbage disposal, etc.</p>	
	<p><u>9) Residence Agreement</u> – The <u>document</u> signed by the Resident and the University which defines the tenancy relationship.</p>	<p>Update language and move for alphabetical order.</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>10) 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>Update language and move for alphabetical order.</p>
<p>40) 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><u>11) Residence Life Staff</u> - Professional student affairs staff employed by Residence Services, including but not limited to: Residence Coordinators (RCs), Residence Administrators, Residence Area Coordinators (RACs), and the <u>Assistant Dean of Students</u> - Residence Life.</p>	<p>Re-number</p> <p>Update title</p>
<p>11) Residence Restorative Team—A team that facilitates restorative meetings and participates in creating Restorative Agreements. Each University Residence will determine whether or not a Residence Restorative Team will be formed. The Residence</p>		<p>Remove – no longer using Team structure</p>

<p>Restorative Team will consist of:</p> <p>a) The Restorative Team Coordinator, where one exists, as coordinator and co-facilitator;</p> <p>b) A Residence Coordinator; and</p> <p>c) Where available, 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>12) Residence Students' Association – ...</p>	<p>12) Residence Students' Association – ...</p>	<p>No change</p>
<p>13) Resident – A student who has signed a Residence Contract with the University and who lives in Residence.</p> <p>14) Respondent – ...</p>	<p>13) Resident – A student who has signed a Residence <u>Agreement</u> with the University and who lives in Residence.</p> <p>14) Respondent – ...</p>	<p>No change</p>
<p>15) Restorative Agreement – An agreement between the Residence Restorative Team, the Respondent(s) and the Harmed Party(ies), which outlines the actions the Respondent will take to restore the community and/or rebuild trust, 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>15) Restorative Agreement – An agreement between <u>Facilitator(s)</u>, Respondent(s) and Harmed Party(ies), which outlines the actions the Respondent(s) will take to restore the community and/or rebuild trust, either by concrete remedies or symbolic action. The <u>Agreement</u> must be agreed upon by the <u>Facilitator(s)</u>, the Respondent(s) and the Harmed Party(ies).</p>	

	<u>16) Restorative Conference – A Restorative Justice process which involves two Facilitators, and may involve multiple Respondent(s) and/or Harmed Party(ies), and support person(s). A successful Restorative Conference results in a Restorative Agreement created and signed by the parties.</u>	New: definition for high-complexity Restorative process
16) Restorative Justice – ...	17) Restorative Justice – ...	Renumber only
17) Restorative Team Coordinator – The person who organizes restorative meetings, co-facilitates 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.).		Remove: No longer using team structure
	<u>18) Restorative Meeting – a Restorative Justice process which involves a Facilitator, a Harmed Party and a Respondent. A Restorative Meeting may be spontaneous or planned, and may occur before or after an Incident Report is filed. A successful Restorative Meeting results in a Restorative Agreement created by the parties.</u>	New: definition for mid-level Restorative process
18) Student staff –Staff employed by Residence Services who are also students and Residents, including but not limited to: Residence Assistants	19) Student staff –Staff employed by Residence Services who are also students and Residents, including but not limited to: <u>Resident</u> Assistants	Correcting typo

<p>(RAs) and Senior Resident Assistants (SRAs) and interns. See the Residence Services website for residence-specific information about student staff.</p>	<p>(RAs) and Senior Resident Assistants (SRAs) and <u>Residence Interns</u>. 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><u>20</u>) 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><u>21</u>) 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>	

APPENDIX A – Example Documentation for Community Resolutions

A Community Resolution can take many forms, but the outcome must be documented using an approved Residence Services system. The student must also be informed of the Community Resolution. Below are several suggestions on how 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 speakers down to “4” 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]

APPENDIX A – Example Documentation for Community Resolutions

A Community Resolution can take many forms, but the outcome must be documented using an approved Residence Services system. The student must also be informed of the Community Resolution in writing. Below are several suggestions on how documentation can be composed.

Subject: Community Resolution (CR)

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.

For more information on Restorative Justice please visit the Residence Services website.

Here are some additional resources:

Student OmbudService

Office of Safe Disclosure and

Student must be notified

Clarify that it is a CR and not just a friendly email

Provide further information on the policy. Include a hyperlink to the Residence Services website.

Include hyperlinks to other University resources.

<p>*****</p> <p>Hi RC], (copied to student)</p> <p>I 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.</p> <p>*****</p> <p>Hi [student], (copied to RC)</p> <p>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.</p> <p>Let me know what I can do to help!</p> <p>*****</p> <p>Floor or Unit Resolution</p> <p>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: ...</p>	<p><u>Human Rights</u></p> <p>Sincerely,</p> <p>[name]</p> <p>*****</p> <p><u>Subject: Community Resolution (CR)</u></p> <p>Hi RC, (copied to student)</p> <p>I 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.</p> <p>*****</p> <p>Floor or Unit <u>Community Resolution (CR)</u></p> <p>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: ...</p> <p><u>For more information on Restorative Justice please visit the Residence Services website.</u></p> <p><u>Here are some additional resources:</u></p> <p><u>Student OmbudService</u></p> <p><u>Office of Safe Disclosure and Human Rights</u></p> <p>*****</p> <p><u>Subject: Offer to help work out agreement</u></p> <p>Hi [student], (copied to RC)</p> <p>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</p>	<p>Reorder</p>
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	<p>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.</p> <p>Let me know what I can do to help!</p> <p><u>For more information on Restorative Justice please visit the Residence Services website.</u></p> <p><u>Here are some additional resources:</u></p> <p><u>Student OmbudService</u></p> <p><u>Office of Safe Disclosure and Human Rights</u></p> <p><u>[Note: this is not a CR, but an offer to facilitate an agreement between two students.]</u></p>	Clarification
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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.~~
2. ~~The 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.~~
3. ~~The co-facilitators 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.
4. ~~The co-facilitators will confirm with all parties that~~

APPENDIX B – Suggested Guidelines for Chairing Restorative Conferences

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

- 1) The co-Facilitators will divide up the duties below as they see fit.
- 2) A Facilitator will review the process to ensure everyone understands how it will work, and will confirm with all parties that they are acceptable as facilitators of the discussions and Restorative Agreement.
- 3) A Facilitator 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 a Facilitator when they do not understand a statement or procedure.
- 4) A Facilitator will confirm with all parties that their attendance is voluntary, that they have

Updating and cleaning up language.

<p>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.7) of this policy.</p> <p>5. A co-facilitator will either read aloud or summarize the Investigation Report for participants.</p> <p>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, a co-facilitator will read that statement aloud to the other participants.</p> <p>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.</p> <p>8. The Respondent(s) are invited, one at a time, to provide an oral statement in which they acknowledge the</p>	<p>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 a <u>Facilitator</u>. The <u>Facilitator</u> 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.7) of this policy.</p> <p>5) A <u>Facilitator</u> will either read aloud or summarize the <u>Investigation Report or Incident Report</u> for participants.</p> <p>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, a <u>Facilitator</u> will read that statement aloud to the other participants.</p> <p>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.</p> <p>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.</p>	<p>Whichever document describes the event.</p>
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<p>impact of the Harm they caused.</p> <p>9. Participants can pose questions and ask for clarifications.</p> <p>The co-facilitators 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.</p>	<p>9) Participants can pose questions and ask for clarifications.</p> <p>The Facilitators 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.</p>	
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APPENDIX C – Example Confidentiality Agreement [Changed “Meeting” to “Conference” throughout]

Restorative Conference 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 Conference except in accordance with the accompanying Procedures or to the extent required or permitted by law or University policy.

Records and reports of Restorative Conferences 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 Conference 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 [No changes]

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 into a resource library (names and personal identifiers removed).

Residence Restorative Agreement [Changed titles to “Facilitator” throughout]

Date:

Participants:	Name
<u>Facilitator</u>	
<u>Facilitator</u>	
Respondent	
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 Residence Agreement.

Signatures:

Facilitator:

Signature

Respondent:

Signature

Harmed party:

Signature

(add more spaces as needed)