



ASSINIBOINE COLLEGE  
STUDENTS' ASSOCIATION

**Title of Policy:** Advocacy Services

**Policy Number:** SAC - 02

**Managed By:** Students' Association Council

**Effective Date:** Approved February 22, 2021

**Last Updated:** February 22, 2021

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## Policy Statement

The ACSA strongly believes in the empowerment of students to take control and responsibility for their actions and decisions while at the College, and that the most effective way to create an environment that supports this is through holistic education and awareness initiatives. The ACSA also believes that all students should have the reasonable right to representation in all of their interactions with College staff, faculty, and administration.

The ACSA advocates for student choice and autonomy throughout any process within the College or the ACSA, and provide offerings and services that support student voices, rather than replace them.

To that effect, the ACSA provides Advocacy Services to inform students about their rights and responsibilities, rules and procedures, and existing policies. Through Advocates, the ACSA confidentially advises students on any concerns, complaints, or inquires that they may have while navigating their college experience.

## Definitions

**In this Policy, these words will have the following meanings:**

- **Advocacy Services** is the overall service of providing supports to Students related to academic and non-academic issues, typically through advising, consulting, and representation, and is defined through this Policy.
- An **Advocate** means an Employee designated by the Executive Director to fulfill the portfolio of Advocacy Services at the ACSA.
- The **By-laws** are the by-laws of the ACSA.
- The **College** means the Assiniboine College.
- An **Employee** is any individual hired by the Executive Director to serve as an employee of the ACSA. This includes both full and part time employees.
- The **Executive Director** is the individual hired by and reports to the SAC to manage the operations and Employees of the ACSA.
- A **Limited Confidentiality Agreement Form** is a document that outlines the expectations and limits of sharing privileged information between students, Advocates, and other third parties such



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as the College. The format of this document may be amended from time to time, and may be distributed or completed virtually if required.

- The **President** is an elected student representative of the ACSA, as defined through the ACSA By-laws.
- A **Student**, for the purposes of Advocacy Services, means any past, present, or prospective student of the College.
- The **SAC** means the Students' Association Council, which is defined through the ACSA By-laws.

## Related Standards

### 1. Scope of Advocacy Services

- 1.01.** Advocacy Services is a wholly optional service for Students. The decision of whether or not to access Advocacy Services must be made by the Student in any situation, and that decision can be revoked at any time.
- 1.02.** The scope of Advocacy Services is defined through this Policy. Any discrepancies related to the scope of Advocacy Services shall be directed to the Executive Director.

### 2. Limits to Advocacy Services

- 2.01.** Advocacy Services shall not be used to:
  - a.** Attempt to undermine or invalidate existing College or ACSA policy or procedure;
  - b.** Overturn decisions made by the College and its designates outside of existing College policy or procedure;
  - c.** Undermine the academic integrity of the College; and
  - d.** Support a Student's case that, if substantiated, would set a precedent that would negatively impact all Students as a whole.
- 2.02.** Advocacy Services will not provide legal assistance to Students, nor will Advocates involve themselves in any legal proceedings related to Student cases.

### 3. Access to Advocacy Services

- 3.01.** ACSA shall provide access to Advocacy Services to all Students, and any individuals that were Students within the past 12 months.
- 3.02.** Any Student seeking Advocacy Services may contact an Advocate directly, or request for a meeting through the ACSA office. Students will not be unduly restricted from accessing Advocacy Services.
- 3.03.** There shall be no charge for Advocacy Services.



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#### **4. Student Responsibility**

- 4.01.** Notwithstanding anything in this Policy, Students are expected to be diligent, respectful, and truthful at all time. Student shall make their best efforts to understand and comply with all College policies and procedures.
- 4.02.** Students are ultimately responsible for meeting all deadlines and requirements as per established policy and procedures of the College, and the ACSA takes no responsibility for Students that do not meet these deadlines.
- 4.03.** The absence of engaging Advocacy Services, engaging Advocacy Services mid-case, or not receiving a timely response from an Advocate regarding a case is not a sufficient justification to request deadline extensions within College policy and procedures.

#### **5. Confidentiality**

- 5.01.** Advocates shall treat all communications and conversations with a Student as confidential and shall not disclose any information to a third party, including the College and any of its staff, without the express written consent of the Student.
- 5.02.** If an Advocate feels that a Student is exhibiting signs of self-harm, harm to others, or other discloses information related to a real or perceived threat to the safety of all Students and College community members, the Advocate must report that to the proper authorities and the appropriate College staff. This can be done without the express written consent of the Student, but the Advocate will openly report and inform the Student of any such actions.
- 5.03.** Students requesting to have Advocates share their information to a third party must first complete and submit a Limited Confidentiality Agreement Form.
  - a.** Receiving a Limited Confidentiality Agreement Form does not compel or require an Advocate to contact third parties on the Students behalf, nor does it abdicate the Student from their responsibility to meet all deadlines and requirements of established College policy and procedure.
  - b.** The Limited Confidentiality Agreement Form must state how long the agreement is intended to last. If no length of time is stated, the waiver shall expire 3 months after submission, or upon the written request of the Student.

#### **6. Advocates**

- 6.01.** An Employee shall be designated by the Executive Director to fulfill the role of Advocate.
- 6.02.** The Executive Director is responsible for ensuring that there is capacity within the ACSA to support a secondary Advocate in the cases where multiple Students are involved in the same case, and it would result in a perceived conflict of interest for a single Advocate to advise both parties.



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- 6.03.** The Executive Director may fulfill the role of an Advocate in lieu of an Employee if required.
- 6.04.** Under no circumstances shall the ACSA be required or obligated to contract individuals from a third party to fulfill the role of an Advocate.

## **7. Role of an Advocate**

- 7.01.** Advocates are expected to be familiar with a variety of issues and situations that Students would reasonably access Advocacy Services for. This includes but is not limited to:
  - a.** Academic Appeals;
  - b.** Non-Academic Appeals;
  - c.** Decisions or rulings made by a College staff ;
  - d.** Conflict Resolution and Mediation;
  - e.** Professional Conduct;
  - f.** Student Concerns & Complaints;
  - g.** Cheating and Plagiarism;
  - h.** Sexual Violence ;
  - i.** Harassment or Bullying;
  - j.** Accommodation Disputes;
  - k.** Discriminatory behavior or treatment;
  - l.** Other infractions of College policy or procedure; and
  - m.** Other issues, as determined by the Advocate on a case-by-case basis that would reasonably merit the need for guidance through Advocacy Services.
- 7.02.** Advocates assist Students in a number of ways, including but not limited to:
  - a.** Consult with Students to discuss their cases and provide guidance within established College policies and procedures;
  - b.** Direct Students to any applicable College policies or procedures that may be relevant to their case;
  - c.** Review written documents such as appeal documents, emails, statements, and complaints, prior to submission;
  - d.** Refer Students to appropriate College and external resources as deemed appropriate;
  - e.** Attend meetings between a Student and the College, at the request of the Student, to provide support for the Student; and
  - f.** Coach Students to become stronger advocates for themselves.
- 7.03.** Advocates assist College staff in a number of ways, including but not limited to:
  - a.** Consult with College staff on any ongoing situations and provide student-informed guidance and context within established College policies and procedures;
  - b.** Review existing College policies and procedures, and provide recommended changes to ensure the fair and equitable treatment of Students at the College;



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- c. Accept referrals for Students that may benefit from accessing Advocacy Services; and
- d. Identify areas for improvement related to informal practices of the College.

## **8. Communication Standards**

- 8.01.** Whenever possible, communications between Advocates and Students shall be facilitated by email, to ensure the timely and consistent receipt of communications.
  - a. If a preferred email address is not provided by a Student, their College issued email address shall be used by default.
- 8.02.** ACSA understands the time-sensitive nature of Advocacy Services, and Advocates will strive to respond to inquiries from Students within 2 business days.
- 8.03.** If an Advocate, after making reasonable attempts to contact them, does not hear from a Student regarding an Advocacy Services related issue after 21 days, the case will be considered closed by the Advocate and further communications will cease until contacted by the Student.

## **9. Advocate's Right to Refuse Service**

- 9.01.** When it is determined that a Student who accessed Advocacy Services has initiated a legal or formal process external to the College regarding their case, Advocates shall refuse further service related to that specific case.
- 9.02.** If an Advocate deems a Student's request for Advocacy Services frivolous or vexatious in nature, or determines that, in their sole opinion, the continued support of a Student through Advocacy Services is not in the best interest of that Student, the Advocate reserves the right to refuse Advocacy Service for that Student, and shall inform the Student of their decision in writing.
  - a. Refusals to provide Advocacy Services are case and issue specific, and does not prevent Students from requesting and accessing Advocacy Services for other, unrelated issues.
- 9.03.** If a Student feels that a decision to refuse to provide Advocacy Services for their case is not warranted or justified, they may appeal the decision in writing to the Executive Director, whose decision shall be final.
  - a. In cases where the Executive Director is serving as the Advocate, Students shall direct their appeal to the ACSA President, whose decision shall be final.

## **10. Referrals**

- 10.01.** Advocates will accept referrals from Students, College staff, or other individuals of the College community that interact with Students on a regular basis.



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**10.02.** If an Advocate receives a referral, the Advocate will make reasonable efforts to ensure the referral is submitted in good faith before making contact with the Student.

- a. If a referred Student does not wish to access Advocacy Services, the Advocate shall support that decision.

**10.03.** Under no circumstances will the ACSA or an Advocate support a decision from the College that a Student be required to interact with, or be represented by, an Advocate when it is against that Student's wishes.

## **11. Management of Records**

**11.01.** Advocates shall keep a confidential record of all case notes and Advocacy Services activities, and they will be accessible only to the respective Advocate, and the Executive Director.

- a. In cases where multiple Advocates are advising different Students on related cases, all case notes for each Student shall be stored separately, and only made accessible to the respective Advocate during an active case.

**11.02.** Case notes shall be kept within the organization for a maximum of 2 years past the last interaction with that case. After 2 years have passed, case notes shall be either destroyed in their entirety, or scrubbed of all sensitive identifying information and kept on file for statistical and training purposes.

**11.03.** A minimum of once a year, the Executive Director shall provide a report to the SAC outlining the overall usage of Advocacy Services, and any relevant trends in cases that may warrant further investigation.

## **Related Procedures**

N/A