

## Jesus College No Contact Policy

### Introduction

1.1 The College aims to provide a safe environment in which students can focus on and pursue their education. As part of this, the College recognises that there will be circumstances when it is desirable to put in place arrangements to limit the contact between students who are in dispute while allowing them to continue their academic studies.

1.2 This guidance document provides information for students at the College on the provision of No Contact Agreements (NCAs) and No Contact Orders (NCOs).

1.3 NCAs and NCOs may be put in place as part of or parallel to other College procedures, including the College's disciplinary procedures, and the College's harassment policy and procedure.

1.4 Where one or more of the parties is also a member of staff of the College, this policy shall be subject to any policy on staff-student relationships.

1.5 Whenever an NCA or NCO has been put in place, the students subject to the NCA/NCO shall continue to have access to welfare support within College.

1.6 Both an NCO and an NCA are formal arrangements designed as protective measures to help mitigate the potential for future problematic interactions between students who are in dispute. More specifically:

- i. A No Contact Agreement (NCA) is a mutual agreement between students who voluntarily agree to measures to limit the likelihood of contact between them, except for that which is necessary for their academic studies. An NCA may be put in place during disciplinary proceedings or where no disciplinary proceedings are taking place.
- ii. A No Contact Order (NCO) is an order imposing measures on particular students who are in dispute to limit the likelihood of contact between them, except for that which is necessary for their academic studies. An NCO may be imposed: (a) as an interim measure during disciplinary proceedings, (b) as a sanction at the outcome of disciplinary proceedings or, (c) where no disciplinary proceedings are taking place, where in all the circumstances it would be reasonable to impose such an order.

## 2. NCA General Principles

2.1 An NCA is a mutual agreement entered voluntarily by students. The role of the Dean with respect to an NCA is to facilitate the agreement.

2.2 The terms of an NCA will be agreed upon by the students. They will normally involve an agreement to refrain from all forms of intentional communication, including, though not limited to, visiting, calling or sending messages to each other, either physically, electronically or through third-parties, unless required for academic purposes. The students may also agree to exclude themselves from certain areas of the College and University and/or timeframes in order to avoid contact with one another.

2.3 Any accidental contact is not considered a breach of an NCA.

2.4 An NCA is intended to protect students while they are students at the College, but the reasons for requesting an NCA do not need to have arisen in a College context.

2.5 As a voluntary agreement an NCA does not constitute a finding or allegation of a breach of any provision of the College's Statutes or Bylaws.

2.6 An NCA does not preclude the possibility of a future review of any conduct under the College's disciplinary procedure.

2.7 Any breach of an NCA which occurs in a College context may result in disciplinary proceedings under section 15 of the College's bylaws.

2.8 An NCA will remain in effect until it has been terminated in writing by the Dean, the period for which the arrangement was in place has passed, or the students agree to end the agreement. It will automatically end once one or both students have completed their course of study at the College.

2.9 All requests for NCAs will be dealt with promptly. Any time-critical factors set out in the NCA Request Form will be taken into account.

## 3. NCA provisions

3.1 If a student identifies a need to have a formal arrangement in place to limit contact with other student(s), they can approach the Dean and request an NCA.

3.2 The student requesting an NCA should complete and submit an NCA Request Form to the Dean.

3.3 The NCA Request Form shall provide for the following information to be supplied by the student requesting the NCA:

- a) the contact restrictions sought;
- b) a statement acknowledging that if an NCA is put in place this will be a two-way agreement with restrictions on both parties;
- c) a brief outline of the dispute;
- d) that the student is satisfied that it is not reasonably possible for them to resolve the dispute in any other way (including identifying any formal steps taken to resolve the matter to date);
- e) that they have good reasons for not reporting the matter under the Disciplinary Procedure (for example, that the matter relates to events that took place outside a College context);
- f) that the student considers the NCA to be necessary because the dispute is having a significant impact on their wellbeing; the student should identify the impact on them, and should attach any evidence they have of that impact (e.g. a doctor's letter); this section should be separable from the rest of the form and signed separately.

3.3 The NCA Request Form should clearly define the extent to which the content will be disclosed to the other student(s):

- a) following the sections asking for the information outlined in (a)–(e), the form should state that the information outlined in (a)–(e) will be shared with the person(s) requested to enter into an NCA so they are aware of the reason behind the request and can make an informed decision about agreeing to the proposed terms;
- b) following the section concerning impact on the requesting student, the form should state that the information in that section will remain confidential and that it will not be shared under any circumstances without first seeking the requesting student's explicit consent.

3.4 The Dean will normally confirm receipt of the NCA Request Form within 2 working days.

3.5 Queries about this stage of the process and completing the NCA Request Form should be addressed to the Dean. The Dean can provide guidance about the kinds of contact restrictions that may be appropriate.

3.6 The Dean will usually review the request within 1 week and decide whether it is fair and appropriate in all the circumstances to proceed with an NCA. The Dean will not consider the merits of the underlying dispute, but will focus on determining whether the apparent impact on the student making the request is sufficiently serious to justify an NCA.

3.7 The Dean has discretion to refer any matter brought to their attention for disciplinary action if it is considered appropriate to do so.

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3.8 The Dean will consider whether the requested restrictions are reasonable. If the Dean considers that they are not reasonable, the Dean will liaise with the student requesting the NCA to agree amendments to the proposal before continuing as set out below.

3.9 The Dean will then communicate the request to the other student(s) and invite comments on the proposal. The Dean will consider those comments and will then seek to liaise between all of the students involved to negotiate an agreed form of words, typically via email. The NCA should seek to impose the minimum impact reasonably possible on the students involved. Once the details have been agreed, the students involved will receive a letter confirming the terms of the agreement. The aim is to complete this process within 3 weeks of the request being made.

3.10 Where the students have failed to reach an agreement on the terms of an NCA, the Dean may, if appropriate, consider whether to impose a No Contact Order.

3.11 If any student affected by an NCA wishes to change its terms at any time the student should contact the Dean, who will liaise with the other student(s) involved to attempt to reach an agreed resolution.

#### 4. NCO: General Principles

4.1 An NCO imposed as (a) an interim measure during disciplinary proceedings or (b) a protective measure where disciplinary proceedings are not taking place is not punitive and should impose the minimum impact reasonably possible on the students involved.

4.2 The main purpose of an NCO imposed as a sanction should be to be protective of the student(s) involved.

4.3 An NCO will usually prohibit all forms of intentional communication, including, though not limited to, visiting, calling or sending messages to each other, either physically, electronically or through third-parties, unless required for academic purposes. It may include bans from certain areas of the College and University and/or timeframes in which access is prohibited. In consultation with the relevant faculty or department it may also be accompanied by adjustments to teaching arrangements.

4.4 Any accidental contact is not considered a breach of an NCO.

4.5 An NCO is intended to protect students while they are students at the College, but the dispute giving rise to the NCA/NCO does not need to have occurred in a College context.

4.6 An NCO does not constitute a finding or allegation of a breach of any provision of the College's Statutes or Bylaws.

4.7 An NCO does not preclude the possibility of a future review of any conduct under the College's disciplinary procedure.

4.8 Any breach of an NCO which occurs in a College context may result in disciplinary proceedings under section 15 of the College's Bylaws.

4.9 An NCO will remain in effect until either it has been terminated in writing by the Dean, or the period for which the arrangement was in place has passed. It will automatically end once one or both students have completed their course of study at the College.

## 5. NCO provisions

5.1 An NCO may be issued by the Dean under two conditions;

i. Where the Dean has received information which has led them to consider that the apparent impact on the student making the request is sufficiently serious to justify restricting contact and the students have failed to agree an NCA, the Dean may impose an NCO if they consider that it is fair and appropriate in all the circumstances to do so. The NCO should seek to impose the minimum impact reasonably possible on the students involved; or

ii. As a protective measure under the disciplinary procedures. This may be either as an interim measure during the investigation process, and/or as a sanction associated with a finding of a breach of section 15 of the College's bylaws.

5.2 An NCO may be a two way arrangement (all parties must refrain from direct or indirect contact and/or abide by other restrictions) (this will usually be the case for an NCO imposed where an NCA has been rejected), or a oneway arrangement (one of the parties must refrain from direct or indirect contact and/or abide by other restrictions) (this will usually be the case for an NCO imposed as a sanction).

5.3 The Dean will communicate the NCO to all parties involved. An NCO imposed where an NCA has been rejected will usually be put in place within 2 weeks of the students failing to reach an agreement on the terms of an NCA.

5.4 Any student subject to an NCO may appeal in writing the need for and/or terms of the NCO to the Principal.