



ST JOHN'S COLLEGE

Residence Contract

2021-2022

92 Dysart Road, WINNIPEG, MB R3T 2M5

Tel 204-474-8531 Fax 204-474-7610 Toll Free 1-800-432-1960 ext. 8531

stjohnsresidence@umanitoba.ca

The Administration and Contract Terms (Section 1) of the *Residence Contract* outlines all of the administrative requirements, fee payments, important deadlines, and policies that students must understand and accept in order to live in residence. It is our responsibility to deliver quality on-campus accommodations, amenities, and services to all residents, while each resident, in turn, must adhere to the administrative policies and deadline dates which govern their stay in residence. It is important to understand that there can be serious financial implications for breaching the terms of this contract, before, during, and after one's stay in residence. Therefore, we expect that each resident takes the time to read the terms listed very carefully.

The Residence Community Standards Guidelines (Section 2) and the Enforcement and Discipline Process (Section 3) of the *Residence Contract* define standards of behavior required of all residents and their visitors while present on residence property. The well-being of the residence community rests on the balance of the community's ability to meet the needs of the individual and vice versa. St John's College is committed to ensuring that all members of the residence community are able to study and work in an environment of tolerance and mutual respect. The Residence Community Standards are in place to protect the well-being and safety of all residents.

RESIDENCE CONTRACT

IMPORTANT: Please Read

While the *Residence Contract* serves to identify the respective obligations and responsibilities of the student and the College, its greater purpose is to ensure an acceptable living environment for all residents. The following sections describe the terms and conditions of this legally binding contract between you and St John's College. Please read the *Residence Contract* and carefully consider its conditions. By signing this contract, you will confirm that you agree to comply with the Terms and Conditions in this Residence Contract."

STATEMENT OF STUDENT RIGHTS AND RESPONSIBILITIES

Residence students are expected to conduct themselves in accordance with the Statement of Student Rights and Responsibilities. Membership in the St John's community obligates each student:

- to practice personal and academic integrity;
- to respect the dignity and individuality of all persons, including themselves;
- to respect the rights and property of others;
- to take responsibility for one's own personal and academic commitments;
- to contribute to our community for fair, cooperative, and honest inquiry and learning;
- to respect and strive to learn from differences in people, ideas, and opinions; and
- to refrain from, and discourage, behaviors that threaten the freedom and respect that others deserve.

As an academic community, St John's College serves the educational purpose of the University by providing an environment that is conducive to study and achievement. Beyond that function, however, St John's College also encourages the development of a vital learning partnership between a resident and his/her neighbor, and between the residents and the University. All residents are expected to demonstrate an active commitment to the dynamics that sustain a healthy and vibrant intellectual community.

- Every student has a right to be protected from actions that would infringe upon his or her intellectual growth, personal development, or individual liberty.
- Every student has a responsibility to protect fellow residents and the residence community from the harmful effects of his or her actions.
- Violent, threatening, or disruptive behavior will not be tolerated.
- A copy of the Disciplinary and Appeal Process in Residence is available to all residents at the St John's General Office.

Contents

RESIDENCE CONTRACT	2
STATEMENT OF STUDENT RIGHTS AND RESPONSIBILITIES	2
SECTION 1:	5
1.0 CONTRACUAL OBLIGATION	5
1.1 ELIGIBILITY	5
1.2 ST JOHN’S COLLEGE MEMBERSHIP	6
1.3 OCCUPANCY TERM DATES	6
1.4 RESIDENCE SERVICE INTERRUPTIONS	7
1.5 RESIDENCE FEES	7
1.6 CANCELLATION OF RESIDENCE CONTRACT (PRIOR TO MOVING IN)	8
1.7 WITHDRAWAL FROM RESIDENCE (AFTER MOVING IN)	8
1.8 ROOM SELECTION AND RE-ASSIGNMENT	8
1.9 RESERVATIONS AND DEPOSIT	9
1.10 STORAGE	9
1.11 VACATING RESIDENCE AND ABANDONED PROPERTY	9
1.12 UNAUTHORIZED OCCUPANCY	9
1.13 ROOM CHANGES	9
1.14 CLEANING AND MAINTENANCE	10
1.15 DAMAGES AND CLEANING COSTS	10
1.16 ROOM CONDITION AND SAFETY INSPECTIONS	10
1.17 PROTECTION OF PRIVACY	11
1.18 MAIL	11
1.19 INSURANCE	11
1.20 LIABILITY	11
1.21 UNFORESEEN CIRCUMSTANCES	11
1.22 FOOD SERVICES	12
SECTION 2:	13
2.0 ADVERTISING	14
2.1 ALCOHOL	14
2.2 ALCOHOL IN TV LOUNGE	15

2.3 SMOKING.....	16
2.4 CANNABIS/MARIJUANA	16
2.5 SUBSTANCE ABUSE AND ILLEGAL DRUGS	17
2.6 CANDLES/INCENSE	17
2.7 COMBUSTIBLE FUELS AND EXPLOSIVE MATERIALS (INCLUDING PROPANE TANKS)	17
2.8 COOKING	17
2.9 DOORS	18
2.10 FIRE EVACUATION POLICY	18
2.11 FURNITURE, ROOM DECORATION, AND LOFTING	18
2.12 GUEST POLICY.....	18
2.13 HARASSMENT/BULLYING	19
2.14 KEYS/ACCESS CARDS	19
2.15 NOISE.....	20
2.16 PEST TREATMENT	20
2.17 PETS	20
2.18 PORNOGRAPHY	21
2.19 PRANKS AND PRACTICAL JOKES	21
2.20 ROOM BOOKINGS.....	21
2.21 ROOM ENTRY	21
2.22 ROOM OCCUPANCY LIMIT.....	21
2.23 SECURITY	21
2.24 SPORTS	22
2.25 THREATS TO HEALTH, LIFE, PROPERTY, OR ST JOHN’S COLLEGE GENERAL WELFARE	22
2.26 ST JOHN’S PROPERTY AND COMMON PROPERTY	22
2.27 WEAPONS.....	22
2.28 WINDOWS, ROOFS, etc.....	22
SECTION 3:	23
3.0 NOTICE TO MEET	24
3.1 VERBAL WARNING.....	24
3.2 WRITTEN WARNING	24
3.3 FINE	24

3.4 COLLECTIVE BILLING AND DAMAGE FINE.....	24
3.5 LOSS OF GUEST PRIVILEGES	25
3.6 COMMUNITY SERVICE OR SEEKING ASSESSMENT FROM OTHER UNITS	25
3.7 ALCOHOL PROBATION	25
3.8 RESIDENCE PROBATION	25
3.9 EVICTION FROM RESIDENCE	25
3.10 BAN FROM RESIDENCE	25
3.11 ALCOHOL-RELATED SANCTIONS.....	26
3.12 APPEAL PROCESS.....	26
SECTION 4:	28
4.0 WIRELESS.....	28
SECTION 5:	28
APPENDIX 1: RESIDENCE RATE TABLE	28
APPENDIX 2: DATES AND DEADLINES.....	28
APPENDIX 3: WITHDRAWAL INFORMATION	29
APPENDIX 4: MINORS IN RESIDENCE	29
APPENDIX 5: ALCOHOL AWARENESS AND POLICIES	30
ADDENDUM: COVID-19 POLICIES AND PROCEDURES.....	31
RESIDENCE CONTRACT:.....	32

SECTION 1:

Administration and Contract Terms

1.0 CONTRACUAL OBLIGATION

When you have signed this contract, it is binding if the College has accommodations available. By signing this contract, you have confirmed that you agree to comply with the terms and conditions in this Residence Contract. Neither this contract, keys, nor your Residence Meal Card may be transferred or assigned to another person.

1.1 ELIGIBILITY

In order to be eligible for residence, you must be a registered member of St. John’s College and a registered student of the University of Manitoba or International College of Manitoba (ICM) enrolled in at least nine (9) credit hours per term (unless special permission has been granted by the Dean of Residence). Graduate students can contact the Faculty of Graduate Studies for confirmation of full-time

status. The Registrar of St John’s College will review your academic status and will inform the Dean of Residence if you do not meet the minimum standard of eligibility for residence.

If your status changes due to withdrawal, cancellation, or being deemed ineligible to proceed by the University, you must secure the permission of the Dean of Residence to remain in residence, or vacate within three days of your change in status. Students must sign a new Residence Contract each year.

NOTE: St John’s Residence reserves the right to deny residency to any student who has previously been placed on Residence Probation and or is known to Campus and or Residence Security for infractions against campus and/or residence regulations. These situations will be reviewed on a case by case basis – however students who have previously been banned from any campus residence will be deemed ineligible to live in St John’s College Residence.

In Manitoba, the age of majority is 18 years of age, therefore students planning to live in Residence at St John’s College who are under the age of 18 require the signature of a parent or legal guardian on application and contractual documents. Underage students and their parent/guardian are required to fill in a **Residence Authorization for Minors** form prior to move in, which states that both the student and the parent/guardian are aware of, and understand, the residence policies outlined in the Residence Contract including the discipline procedures as they relate to underage students (Section 5 – Appendix 4: Minors in Residence). This form becomes obsolete upon the student’s 18th birthday. If a minor student is with a conference group, the minor authorization form is to be filled by the responsible organization.

1.2 ST JOHN’S COLLEGE MEMBERSHIP

Students living in St John’s College Residence are required to register as a member of St John’s College using the University of Manitoba registration system (Aurora Student). To access Aurora Student, visit the University home page at www.umanitoba.ca. Click on “Aurora Student” then “Enrolment & Academic Records,” then “Declarations.” Select “Declare College Membership,” verify current information and select “Add.” The membership fee of approximately \$15 per academic term will be added to your U of M tuition fees. If you have not yet registered as a College member within two weeks after your move in date, the College has the right to add the SJC membership to your U of M registration and assess the associated membership fees. ICM students will be assessed a \$30 membership fee along with residence fees.

1.3 OCCUPANCY TERM DATES

The occupancy dates are as follows

Term	Start Date	End Date
Fall and Winter	September 5, 2021	May 2, 2022
Fall	September 5, 2021	December 23, 2021
Winter	January 6, 2022	May 2, 2022

Note: Early move ins or late move outs may be granted by the Dean of Residence. If so, additional charges will apply.

Students wishing to remain in residence during the winter holiday period must inform the Dean of Residence. There is a daily fee for students staying over the winter holiday period who are staying for one term only. Students wishing to stay in residence beyond May 2, 2022 must have approval from the Dean of Residence and pay for the extended stay by Thursday, April 21, 2022.

1.4 RESIDENCE SERVICE INTERRUPTIONS

The University of Manitoba campus closes annually for around 12 days during the winter holiday period. Students who wish to remain in residence over the break may do so, however they must inform the General Office. Instructions will be provided to the residents in early December. Food Services will be closed during this time.

During Fall reading week break, normally held over the second week of November, the University remains open and the Food Services will run as usual (Section 1.22 – Food Services).

During spring break, normally held over the third week of February, the University remains open, but Food Services will be closed. (Section 1.22 – Food Services).

Service Interruptions for the 2021-2022 academic year are as follows:

- December 24, 2021 – January 5, 2022 (meals resume on January 6, 2022)
- February 18-26, 2022 (meals resume on February 27, 2022)

1.5 RESIDENCE FEES

The residence rates are established by St John's College Assembly. By entering this contract, you hereby agree to pay the residence fees on or before the dates specified in Appendix 1 - Residence Rates. The fees include room accommodation, meal plan, student council fees, as well as internet fees.

In order to meet payment deadlines, residence fee payments (room and meal plans) should be paid directly to St John's College.

All fees must be paid in Canadian funds and all cheques are to be made payable to St John's College and drawn on a Canadian institution. Post-dated cheques are not accepted. All fees must be paid at the St John's General Office by debit, credit, cheque, wire transfer, e-transfer or cash.

Students who have secured financial assistance in the form of a government student loan, award or scholarship, or third party sponsorship may be eligible for a deferral of their residence fees and may receive extended payment deadlines.

Documentation of financial aid and approval of the deferral from the Assistant Bursar is required.

Failure to pay your residence fees in full on or before the payment due dates will result in the following actions:

- Residents with an outstanding balance will be assessed a \$50.00 late fee charge and their Aurora Student account will be put on "Hold."

- Once an account is put on hold, residents who still have an outstanding balance 7 days from the due date will be assessed a second \$50.00 late fee and issued a warning letter of an impending lock change. This letter will state that either: a) full payment is required or b) a reasonable fee deferral agreement must be arranged with our office. If neither of these conditions is met, a lock change will occur (at the student's expense) exactly one week after the letter is issued and will lead to a forfeiture of your residence accommodation.

1.6 CANCELLATION OF RESIDENCE CONTRACT (PRIOR TO MOVING IN)

Students who have paid the \$1,000 deposit (see Section 1.9 – Reservations and Deposit) and wish to cancel their reservation and Contract may do so prior to moving in, provided we receive written notice to stjohnsresidence@umanitoba.ca –

- On or before Tuesday, July 13, 2021 – you will be eligible to receive a \$950.00 refund.
- Between Wednesday, July 14, 2021 and Tuesday, August 24, 2021 – you will not receive any refund.
- After Tuesday, August 24, 2021 – you will be responsible for the full first term residence and meal plan fees.

1.7 WITHDRAWAL FROM RESIDENCE (AFTER MOVING IN)

- **If withdrawing from residence, but remaining enrolled in University –**
 - Students who provide a withdrawal notice on or before November 30, 2021 will be charged for room and meal fees for the Fall term only. The deposit remains non-refundable.
 - Students who provide a withdrawal notice after November 30, 2021 will be responsible for room and meal fees for both first and second term.
- **If withdrawing from both residence and University –**
 - Students withdrawing from University during the first term must provide a withdrawal notice and proof of withdrawal from classes. Once confirmed, the student will receive a refund.
 - Students withdrawing from University for second term will be exempt from payment for second term room and meal fees if the Withdrawal Form is received before December 8, 2021.
 - Students who withdraw from university and hand in a form after December 8, 2021, will lose their \$1,000 deposit for second term.

The withdrawal form must be completed to process your withdrawal request and the form can be picked up from the Dean of Residence. Any exception to this policy may be considered (at the discretion of St John's College administration) depending on the circumstances of your withdrawal.

1.8 ROOM SELECTION AND RE-ASSIGNMENT

St John's will not restrict a student's room or building selection on the basis of race, colour, national origin, or ancestry. We cannot guarantee that all students will be assigned to the room they select on their application and the Dean of Residence reserves the right to change any or all room selections at his/her discretion.

1.9 RESERVATIONS AND DEPOSIT

Upon receiving official correspondence from the St John's College indicating a residence space has been reserved for you, you are required to remit a **non-refundable** \$1,000 deposit according to the time lines indicated in the correspondence. Please note that if St John's College fails to receive the deposit by the due date indicated in the correspondence, you will risk losing your place in residence. The deposit is applied to the winter term of the academic year.

IMPORTANT NOTE: Applicants who are admitted later in the admission process (i.e., on the waiting list initially) are required to submit the deposit by the deadline indicated in their official correspondence e-mail from the Dean of Residence. Failure to receive the deposit on or before the date indicated will result in a cancelled application.

1.10 STORAGE

Residence students may store up to four (4) items of reasonable size (up to 5 cubic feet per item) during the regular session at no charge. Space is limited and will be given on a first come-first serve basis. Summer storage is only available to students who are returning in the fall, or who are currently staying for the summer. Items must be removed upon checkout.

Unclaimed storage will be considered abandoned 30 days after check-out. After 30 days, the office will dispose of or donate all unclaimed stored belongings. St John's College is not responsible for any property accepted into storage. (see Section 1.19 – Insurance).

1.11 VACATING RESIDENCE AND ABANDONED PROPERTY

Vacating your residence accommodation means removing all personal possessions (including debris) from the room and leaving the room in the same (or better) condition in which it was provided to you. If you fail to do so, you will be responsible for all associated costs incurred to clean the room and collect/store personal items left behind. All items left behind will be stored for 30 days after the room was vacated, and after the 30 days, the items will be forfeited and donated to charity. If you return to collect the items before the 30 days expire, you will be required to pay all costs for the improperly vacated room in order to receive any or all of the personal items back.

1.12 UNAUTHORIZED OCCUPANCY

This *Residence Contract* and your accommodation cannot, under any circumstances, be assigned, "sublet," lent out, or otherwise to any person other than to you. No one, other than a resident assigned to the room, may live in the room at any time. Unauthorized assignments will be considered a breach of the *Contract* and will result in the eviction of you and the other person(s) occupying the room. If you wish to withdraw from residence, you must consult with the Dean of Residence first.

1.13 ROOM CHANGES

Residents are not permitted to change rooms without approval from the Dean of Residence. Room reallocation may be considered if:

- Vacant rooms are available.
- Current living arrangements do not meet the safety and health needs of the resident.
- Removing a resident from the current location in the residence will resolve a major issue.

Those meeting the above scenarios must meet with the Dean of Residence to discuss available options. Please note that room changes cannot be arranged before October 1st, and any administrative costs will be applied to the resident.

1.14 CLEANING AND MAINTENANCE

Residents are responsible for ensuring that their rooms and furniture are kept in good repair. This includes keeping rooms in a neat and sanitary condition. Cleaning supplies can be requested from Housekeeping Staff or Residence Dons. The shared areas of residence (hallways, lounges, and public areas) are considered to be the joint responsibility of all residents. Each student is expected to do his or her share to keep these areas neat and tidy for residents and their visitors.

Housekeeping Staff will enter each room on a weekly basis to provide light cleaning as well as garbage removal. Cleaning schedules can be found posted in the hallways and are available on request at the General Office.

1.15 DAMAGES AND CLEANING COSTS

Students will be expected to assume all or a portion of the cost of damages caused accidentally by themselves or their guests.

- Individual residents will be expected to make restitution where they (or their guest(s)) are found responsible for either a) any damage or loss of property to the residence hall; or b) any unnecessary service costs in the operation of the residence hall.
- Where damage has been caused to areas of the residence hall used in common by the residents, all residents shall assume collective responsibility for the damage, unless individual responsibility can be established.
- Residents will be assessed the cost of any damages caused during their period of occupancy. Therefore, it is imperative that all students carefully complete their room inspection upon check-in.
- Residents leaving their room in a condition other than that in which it was found will be assessed a minimum \$50.00 improper check-out fine.
- Damage and excessive cleaning costs will be added to your account immediately after the move-out room inspection. Student account will immediately be placed on hold until these costs are paid in full.

1.16 ROOM CONDITION AND SAFETY INSPECTIONS

Room condition and safety inspections of residence rooms may take place once each term with notice of inspection given seven (7) days prior via e-mail and/or in a letter placed under each resident's door. Inspections can occur with or without the resident in the room. If an inspection occurs without the student's presence, a note will be left explaining the purpose of entry, along with the date and time of entry and any noteworthy outcomes of the inspection. The purpose of these inspections is to:

- Confirm that the room is being kept in a sanitary condition.
- Check safety precautions, e.g., unauthorized appliances, candles, obstructed sprinkler heads, smoke detectors extension cord usage, etc.

- Ensure that students are following Student Residences regulations in regard to occupancy, i.e., no unauthorized guests living in the room.
- Confirm room inventory (including unauthorized common area furniture moved into rooms).
- Report any damage or change in the condition of the room.

At the time of inspection, St John's College also has the right to confiscate, in accordance with this *Residence Contract*, any prohibited items located within the residence and will report these and other discovered violations to the Dean of Residence.

1.17 PROTECTION OF PRIVACY

Personal information collected and possessed by St John's College will not be released to persons outside the College or University administration, including parents, without written consent from the resident or resident applicant. However, by entering this *Contract*, St John's College reserves the right to contact your parent(s) and/or guardian(s) in the event of an emergency situation or student misconduct as determined by the discretion of the Dean of Residence or other members of St John's College. See Section 5 – Appendix 4 re: Minors in Residence.

1.18 MAIL

Students are responsible for forwarding their mail with Canada Post upon move out. Any mail that comes after the move out date will be returned to sender.

1.19 INSURANCE

While St John's College makes every effort to ensure the safety and security of all residents and their belongings, it cannot be responsible for personal effects. Residents are advised to carry All-Perils Insurance Coverage for their belongings.

Check with your (or your parents') homeowners' policy to see if it extends to cover absences while at school.

1.20 LIABILITY

St John's College is not responsible for property belonging to residents or their guests which is lost, stolen, or damaged in any way, regardless of cause, whether or not this occurs on the residence property, including storage facilities and your accommodation. St John's College is not responsible for any injury, death, damage, or loss whatsoever caused to you or your guest while in or around the residence property or the University campus or while engaged in activities organized or sponsored by St John's College. St John's College shall not be responsible for injury, damage, or loss to residents due to:

- the use of residence facilities and equipment;
- taking part in socials, dances, plays, or other organized or sponsored activities; and
- taking part in organized or sponsored off-campus activities including ski trips and tours.

1.21 UNFORESEEN CIRCUMSTANCES

St John's College, in so much as it is within its control, will provide accommodation pursuant to the terms and conditions of this Residence Contract. However, there may be events beyond the control of the College that affect the College's ability to provide services and accommodation, notwithstanding our

commitments under the Residence Contract. These events would include devastation to all or parts of the premises, like fire or flooding, unforeseen delays in construction or renovations, or could include a flu epidemic. In these typically rare situations, the College will reassign the resident to another room. If no other room or residence is available, the College will provide a pro-rated refund of residence fees for the unexpired term. Except as specifically provided herein, the College will not be liable for damages or losses or for its inability to provide the contracted services and accommodation.

The Dean of Residence may in the Dean’s sole discretion release you from your contractual obligations with specific regard to the Period of Occupancy and/or refund the deposit in whole or in part, upon receiving a written request for a refund outlining extenuating circumstances in support of such a request. Specifically, extenuating circumstances include sickness or leaving the Residence due to withdrawal from the University or termination at the University. Please refer to Section 5 - Appendix 3 for details.

1.22 FOOD SERVICES

Upon check-in, residents will be issued a sticker that is affixed to their student card and must be presented to the food services staff for identification purposes.

The College will provide food service in the Residence Dining Room as follows:

	Meals Begin With Breakfast On	Meals End With Supper On
Fall Term	September 5, 2021	December 23, 2021
Winter Term	January 6, 2022	May 1, 2022

During the February Mid-Term break, regular meals end with supper on Friday, February 18, 2022 and resume with brunch on Sunday, February 27, 2022.

Special diets for reasons such as health or religion will be reasonably accommodated, but cannot be guaranteed.

The St John’s College meal plan consists of three meals each day except Saturday, Sunday, and statutory holidays, which have a brunch and supper menu.

Residents will receive a sticker for their student card from the don on duty upon move in, and are expected to have their ID card with sticker at meal time. The dons may ask to see your student card during meals.

Residents are required to put a check mark beside their name on the meal sign-up sheet before taking food from the kitchen. The meal sign-up sheet is there to facilitate St John’s College Administration and Food Services in improving our services to our patrons and residents. Repeated failures to sign-in before meals will result in a \$25 fine.

Meal plans are not transferable. The residence meal plan is designed for students who live here only. Meal tickets for guests can be purchased from the general office or the don on duty. If a guest is found

to be consuming meals (including drinks) without paying for them, the resident who is responsible for them will be charged for that meal along with a \$20 fine.

Residents must wear proper attire, including appropriate footwear, in the Dining Room and food services area.

Residents may not enter the kitchen or housekeeping office except as authorized. Residents will not remove food and beverages, dishes, glasses, cups, cutlery, serving trays, or any other such item from the Dining Room or food services area. Residents who violate these standards will be charged a minimum of \$25 for each infraction.

SECTION 2:

Residence Community Standards Guidelines

St John's Residence is a diverse community of distinct individuals from many different backgrounds. In order to maintain a comfortable living environment and to protect individual rights within the residence, we have developed a set of guidelines outlining the types of behavior that are acceptable and the types of behavior that are unacceptable. Residents are expected to use reasonable foresight in ensuring their actions do not place the safety or well-being of themselves or others at risk.

Unacceptable behavior is any behavior that contravenes these guidelines. These behaviors can be identified and addressed by anyone in the residence community. Unacceptable behavior may come to the College's attention in a variety of ways, including observation by Residence staff, Security Services, Facilities Management staff, Food Services staff, or other students, or through photo, Internet, social media, mobile device, or video evidence. Anything posted online that comes to our attention (e.g., Facebook, YouTube, and Twitter) will be used as evidence in an investigation. Unacceptable behavior within residence can be documented by: Residence Staff, Facilities Management or any other University staff including contractors who work in the residences, Security Services, and the Winnipeg Police Department.

In an instance where an individual is deemed a threat or danger to the Residence community, the Dean of Residence acting with the authority of the Warden of the College may remove the individual from Residence at any time during the Period of Occupancy, notwithstanding an appeal.

These regulations are an important part of this *Contract* and are meant to ensure that Community Standards are met. Violation of Residence Community Standards, or actions that contribute to or facilitate the violation of any of the following regulations, are a breach of this *Contract* and may result in disciplinary action. St John's College will not accept ignorance, anger, alcohol or substance use as an excuse, reason, or rationale for violating Residence Community Standards.

The regulations fall into two classes:

- a. policies that govern the way we treat each other; and
- b. policies that govern the way we treat property.

Basically, our Community Standards operate on the following principle:

Each resident has a responsibility to respect the rights of themselves, others, and the community.

RULES PROTECTING PEOPLE

- If an individual's actions benefit one person, but hurt everyone else or infringe upon the rights of others, disciplinary action will result.
- Similarly, if a group—even a majority of residents—behaves in a way that threatens, harms, or diminishes an individual (including harassment or hazing), disciplinary action will result.
- We expect each student to demonstrate tolerance, consideration, and concern for his or her fellow residents. If somebody is likely to suffer physical, emotional, or material harm as a result of something you plan to do or say, it is not appropriate.

RULES PROTECTING PROPERTY

- Like most communities, St John's College recognizes that we need rules to protect both common property and private property.
- The cost of willful or negligent damage will be assigned to those who are responsible.
- Theft, vandalism, littering, and misuse or misappropriation of St John's property threaten the general well-being of the community and may constitute grounds for expulsion.

COMPLIANCE WITH LAWS, etc.

St John's College and all residents must abide by all applicable federal, provincial, and local government laws, regulations, and bylaws, as well as rules, regulations, policies and procedures, including, but not limited to, those issued by the University.

2.0 ADVERTISING

- Door-to-door selling or soliciting is prohibited in residence halls.
- All posters must be approved and stamped. Posters are approved and reviewed by the Dean of Residence. Any poster or advertisement that has not been approved will be taken down.
- Posters must be put on a bulletin board, unless given permission to do otherwise.
- Under NO circumstances are posters or flyers to be distributed to students under their doors without permission from the Dean of Residence.
- Advertising will NOT be accepted for liquor functions held off campus.
- Advertising for a non-university, community-oriented event off campus will be accepted if there is no liquor advertised and no admission is charged.
- Poster content and images CANNOT be offensive in nature; this includes any image visible from the resident room window or doorway. While this is at the discretion of the Dean of Residence, examples would include content or images that are considered lewd, sexist, racist, sexually provocative, etc.
- Advertising that contravenes the University of Manitoba *Commercial Advertising Policy* will NOT be accepted.

2.1 ALCOHOL

The University works diligently to uphold and enforce federal, provincial, and municipal laws. This includes, but is not limited to: Residence Alcohol Community Standards, the University of Manitoba Campus Alcohol Policy (see Section 5 – Appendix 5), and the Manitoba Liquor Control regulations. Residents will receive a minimum \$50.00 fine for a first-time offence, in accordance with Section 3.11 – Alcohol-Related Sanctions.

Residents who choose to consume alcohol are expected to do so in a responsible manner and in accordance with the following regulations:

- **Prohibited Areas for Alcohol Consumption:** Alcohol may not be consumed in public spaces including, but not limited to, hallways/corridors, stairwells, games room, study room, and/or laundry rooms.
- **Consumption of Alcohol:** Drinking and/or carrying open liquor is permitted only within the resident's room and TV lounge room, unless otherwise directed by the Dean of Residence.
- **Transport of Alcohol:** Alcohol may only be transported in a closed container. Alcohol being carried in a glass container must be placed in a bag (e.g., a grocery bag). Alcohol that is defined as closed should be able to be tipped upside-down (the blizzard rule).
- **Over-consumption of alcohol prohibited:** Consuming alcohol to the point of extreme intoxication, to the point where a student becomes a burden on staff or friends, or is a danger to him or herself and/or community, is prohibited.
- **Beer/cooler bottles prohibited:** Glass bottles with an approximate volume of 330 ml are not permitted in residence. All beer and coolers must be in cans only. Students found with 330 ml bottles will be fined \$25.00 per bottle up to a maximum of \$250.00. Students will be given the option of removing the bottles of their own volition under staff supervision or the bottles will be confiscated to a security office.
- **"Common source" alcohol prohibited:** Possession and/or consumption of "common source" alcohol is prohibited: e.g., kegs, "bubbas," Jell-O shooters, Texas mickeys, or other large containers of alcohol (defined as 14oz of beer/60oz hard liquor/1.5L of wine) including home brewing or beer/wine making equipment.
- **"Drinking games" prohibited:** Participating in "drinking games" i.e., any activity involving skill, chance, or endurance on the part of one or more persons who play according to a set of rules which consist solely or partially on the consumption of alcohol usually as a penalty for making mistakes, which includes, but is not limited to: cards, flip cup, beer pong, century club, and funneling is not permitted. St John's College reserves the right to confiscate alcohol-related paraphernalia (e.g., funnels) deemed to be associated with mass consumption of alcohol or its promotion in residence.

2.2 ALCOHOL IN TV LOUNGE

The following regulations are to be enforced if alcohol is consumed in the TV Lounge room in the basement:

- **Occupancy During Alcohol Consumption:** No more than 15 people shall be present in the TV Lounge Room when alcohol is being consumed (by 1 person or more). If there are more than 15 people in the lounge and one of more persons are drinking for any gathering, social event or party, the Lounge Room must be booked and authorized by the Dean of Residence 24 hours in advance, as detailed in Section 2.20 (ROOM BOOKINGS) in Student Contract.
- **TV Lounge Room Booking:** Request for Booking Forms are available at the Don's Office in the residence. The completed form must be submitted to the Dean of Residence (paper copy or email) 24 hours in advance to the requested date. Upon review, the request may be accepted or denied at the Dean's discretion.
- **Quiet Hours:** The TV Lounge is being authorized for alcohol consumption to better regulate noise violations within the residence. Quiet hours remain in effect for the student lounge and all noise related regulations as detailed under Section 2.15 (NOISE) in Student Contract shall be enforced. A Don may ask resident/s to leave the Lounge if the noise seem excessive.

- **Residence Property:** Residents must maintain and respect Residence Properties in the TV Lounge Room if they choose to consume alcohol in the Lounge. Such properties may include, but not limited to, Furniture, TV, Sound bar, Books and DVDs. All regulations detailed in Section 1.15 (DAMAGES AND CLEANING COSTS) in Student Contract shall be enforced in the TV Lounge Room.

Alcohol Consumption in the TV Lounge Room is a privilege that is being given to the residents of St John's College. Repeated failures to comply with this addendum by one or more residents may result in this privilege being taken away.

2.3 SMOKING

Smoking will not be permitted in St John's Residence. Any student who is found to have tampered with or modified a smoke alarm will face disciplinary sanctions and possible eviction. The use of smoking materials in ALL areas of the St John's Residence, including bedrooms, is strictly prohibited. As such, students are required to vacate residence property prior to smoking. Smoking is prohibited within 8 meters or 25 feet of any building entrance on the Fort Garry Campus (refer to U of M *Clean Air, Public Health Policy*).

Disciplinary sanctions and fines will be levied to those who contravene this policy. Residents will receive a minimum \$50.00 fine for a first-time offence.

Hookah/Shisha Pipes and Bongs: Use of Hookah/Shisha pipes and/or bongs is not allowed in residence. Possession of a Hookah/Shisha pipe or bong is a violation of Community Standards and will result in a minimum \$50.00 fine.

Electronic Cigarettes: Use of Electronic Cigarettes and vapes are not allowed in residence and is a violation of Community Standards and will result in a minimum \$50.00 fine. Electronic cigarettes may contain toxic ingredients and are only to be used in designated smoking areas.

2.4 CANNABIS/MARIJUANA

As of October 17, 2018, Canada has legalized the limited use, possession, and sale of Cannabis in Canada.

All residents should familiarize themselves with new Provincial and Federal laws on cannabis and will be expected to uphold these laws while in residence and on University property at all times. For more information on federal and provincial facts about cannabis, see:

<https://www.canada.ca/en/health-canada/services/drugs-medication/cannabis/laws-regulations/provinces-territories.html>

The cannabis policy in St John's Residence is as follows:

Consumption: The consumption of recreational cannabis (not for medicinal purposes by prescription) is prohibited in residences. This includes smoking, vaping, and ingestion. Highly potent or concentrated forms of cannabis (ex. shatter) is prohibited in residence. Consumption is prohibited on any part of the University property. Using cannabis in a way that carries the smell into the residence property (whether on your person, clothes or items) is strictly prohibited as it degrades the living conditions within the residence.

Preparing and Cooking of Cannabis Products: Not permitted in residence.

Plants/growing: Not permitted in residence.

Sale, production and distribution: The sale, production or distribution for consideration of cannabis is not permitted in residence or on University property.

Disciplinary sanctions and fines will be levied to those who contravene these laws and policies.

Residents will receive a minimum of \$50.00 for a first-time offence. Delayed response in opening your door and/or attempts to remove or mask the smell of smoking/vaping cannabis indoors will raise further suspicion and increase the severity of the sanction levied.

2.5 SUBSTANCE ABUSE AND ILLEGAL DRUGS

Use or possession of illegal, prescription, and/or non-prescription drugs for recreational purposes is prohibited on St John's property and is a violation of the *Residence Contract*.

Evidence of drug traces or drug paraphernalia, or the smell of a prohibited substance on residence property, in residence rooms, or common areas will be assumed to be conclusive of use or possession. Delayed response in opening your door and/or attempts to remove or mask the smell will raise further suspicion of involvement in drug activity.

Residents are prohibited from being involved with the trafficking, possession, use, and consumption of any such drugs in the residence community.

St John's College reserves the right to confiscate and dispose of all drug-related paraphernalia deemed to be associated with use or promotion of drugs in residence.

St John's College does not tolerate drug-related offences. Residents found or associated with any drug use will, at a minimum, receive a \$50.00 fine for a first-time offence and be placed on Residence Probation.

2.6 CANDLES/INCENSE

Use of candles or incense in the residences is not permitted either in common spaces or private rooms. Residents will receive a minimum \$50.00 fine for a first-time offence.

2.7 COMBUSTIBLE FUELS AND EXPLOSIVE MATERIALS (INCLUDING PROPANE TANKS)

Using and/or storing propane tanks (either empty or full) indoors, or any appliance requiring combustible fuel (including fondue sets) is not permitted in any residence hall. Possession of explosive or flammable material including, but not limited to firecrackers, fireworks, dynamite, gasoline, sparklers or other such materials, is not permitted on residence property.

2.8 COOKING

- Cooking devices that are open-coil, open-flame, or gas-based, including but not limited to butane-burners, deep fryers, and hot plates, are not permitted in residence.
- Residents are not permitted to have any appliance with an enclosed heat source in their residence room. This includes toaster ovens, slow-cookers, rice-cookers, toasters, or microwaves.
- Cooking of food is restricted to the kitchen areas provided in common spaces. CSA approved kettles that include automatic shut-offs and a small fridge are the only appliances permitted in dormitory rooms.
- All appliances in use are required to be plugged in directly to the receptacles, or connected by a CSA approved power bar with an internal circuit breaker. Other "extension cords" are not permitted for appliance use.

Public Kitchen: St. John's Residence has a public kitchen space (The Buttery) for resident use. Students using this space are responsible to clean up after themselves. Use of this kitchen is a privilege and a

collective responsibility to keep clean. If students do not clean up after themselves, the kitchen may be locked and access restricted.

Public Fridges: Items kept in the public fridge must be labelled with the owner's name, the date it went in the fridge, and stored in a sanitary way. Food that is not labelled or is stored in an unsanitary way will be discarded by staff. St John's College is not responsible for any food items lost/stolen from the public fridge.

2.9 DOORS

Propping open entrance, exit, or fire doors puts all members of the community at risk and is, therefore, not permitted. Any action that impedes the ability to open any door in a public area that should be accessible, or prevents another person from exiting his/her own room, is not permitted.

2.10 FIRE EVACUATION POLICY

All occupants of the building must evacuate when a fire alarm sounds and must not return until the alarm is off or the fire department indicates it is safe to do so. Failure to comply with fire evacuation policy will result in a minimum \$50.00 fine. Anyone responsible for pulling the fire alarm without a reasonable threat of fire will be fined a minimum of \$200.00, in addition to other disciplinary actions.

Pulsating fire alarm bells/horns within the first two weeks of each month indicate legislated fire alarm testing by Physical Plant and do not require evacuation. It is important to note that if a true alarm happens to coincide with fire alarm testing, fire bells/horns will stop pulsating and will ring continuously, thereby indicating that you must exit the building.

2.11 FURNITURE, ROOM DECORATION, AND LOFTING

All residence rooms and suites are furnished. Students are permitted to bring in smaller items such as a standard bar fridge, bookshelves, posters, plants, additional lighting. However, residents are prohibited from (but not limited to) the following actions:

- setting up bed lofts;
- bringing large items: full-sized refrigerators, mattresses, etc. without the approval of the Dean of Residence to prevent the potential for outside pollutants or pests;
- mounting any poster on the outside of their room door or facing the outside on the window of the room that is sexist, racist, or otherwise offensive (as determined by the Dean of Residence);
- removing, moving, or altering assigned furniture;
- bringing common area furniture or fixtures into their rooms;
- damaging walls or paint;
- using electrical appliances with exposed wires (must have original factory casement or replacement casement).

2.12 GUEST POLICY

Having guests is a privilege that can be taken away for failure to comply with this *Residence Contract*.

Residents are expected to assume responsibility for the actions of their guests and will be held accountable for a guest's violation of Community Standards, whether they participated in, condoned, or were aware of the guest's behavior or not. Anyone who is invited to, accompanied on,

accepted, or admitted to residence property (which includes, but is not limited to, all residence buildings and surrounding grounds) by a resident is deemed to be a guest of that resident. Rooms are contracted to residents for their private use only. A resident found to have an additional person living with them in residence will face disciplinary sanctions (See Section 1.12 – Unauthorized Occupancy).

Arrival and Movement of Guests: Residents must meet their guests at the front entrance of the residence building (rather than guests inappropriately entering and wandering through the residence). Residents must accompany their guests at all times during their visit and are responsible for the guests' actions until the guests have left residence property.

Unauthorized Guests: A resident who facilitates the access (opening a locked door or allowing "tailgating" through a locked door) to a stranger or otherwise "un-hosted" person to residence property will be designated the host of that person and will be held accountable for that person's behavior as if that person were their guest.

Guest's Length of Stay: Each resident is allowed to have a maximum of one overnight guest, for no longer than two consecutive nights and for a total of seven nights over an academic term. The Dean of Residence does have the discretion to adjust the number of nights per term as they see fit. No extra bedding is available and guests may not sleep in lounges or common areas.

Guest Meals: Guests are permitted to eat their own food in the dining hall, but they are not to have any food or drinks from the kitchen unless they buy a meal ticket from the General Office or the don on duty. Residents will be fined \$20 as well as the meal price if their guest is stealing.

2.13 HARASSMENT/BULLYING

Harassment is defined as inappropriate comments or conduct in relation to a person or group of persons that has the effect or purpose of creating a hostile or intimidating living, working, or educational environment. This includes any attention or conduct by an individual or group who knows, or ought reasonably to know, that such attention or conduct is unwelcome, unwanted, offensive, or intimidating— this includes online conduct in social media, including but not limited to: Facebook, Twitter, email, Instagram, etc. Harassment based on a person's race, culture, creed, sexual orientation, gender, age, abilities, or appearance will not be tolerated. Please refer to the *University's Respectful Workplace and Learning Environment Policy*, *Inappropriate or Disruptive Student Behavior Policy*, and *Violent or Threatening Behavior Policy* for additional details.

2.14 KEYS/ACCESS CARDS

ACCESS CARDS

- Residence exterior doors are now operated with access cards, not keys. All students are required to take their UofM/ICM student cards to 89 Freedman Crescent (Physical Plant office) during office hours to get their cards encoded for access. Encoding takes 5 minutes and once it is done, student cards will open exterior doors during the duration of stay.
- First time students who do not have a student card upon move-in may receive a Temporary Access Card for a duration of one week. Students who do not return a temporary card within a week of issuance will receive a \$50 initial fine and the temporary card will be disabled.
- If an encoded student card is lost/stolen, it is your responsibility to visit Physical Plant office with your new student card to get it encoded as well.

KEYS

- Upon payment of all fees owing, each resident is issued a room key. In the event that a key is lost, a replacement fee of \$100 for each key will be charged.

- No one, other than a resident assigned to the room, may live in the room at any time. The resident will not rent, lend, or share the assigned room.
- Residence students may not lend or give their residence keys to anyone else, as it is a building security issue.
- Residents are not permitted to copy or tamper with any keys provided by St John's College.
- Keys must be returned (to a don, directly to a staff member during regular office hours, or through the mail/key slot after hours) by move-out day, or by the date specified in an earlier withdrawal agreement.
- Residents will be charged from move-out day until keys are returned or until locks are changed.
- If a resident's keys are not returned by move-out day and the resident has not made arrangements with the St John's Residence Office to extend his or her stay, then access to the room will be changed at the resident's expense. The resident's University account will be put on Hold (while on Hold, a student is unable to use any of the University services that are normally available). The Hold can only be released when the key has been returned and the resident account settled.
- Twenty-four hour temporary key use will be provided for misplaced keys. If, after the 24-hour period the temporary keys have not been returned, a lock change will be ordered and the \$105.00 cost charged to your account.

2.15 NOISE

In all residence buildings, residents are expected to be considerate of their neighbors 24 hours a day, 7 days a week. Residents have the right to sleep and study in residence, within reasonable noise limits.

St John's College has designated Quiet Hours. Quiet Hours are times in which residents are prohibited from making noise that can be heard outside their room or suite. This includes loitering and causing noise in the hallways.

Quiet Hours are set as follows:

- Sunday to Thursday: 10:00 pm – 8:00 am
- Friday and Saturday: 2:00 am – 8:00 am

Residence is a densely populated community of students from various backgrounds and with various interests. Therefore, residents must expect some reasonable living noise. However, St John's Residence has set the following guidelines:

- Residents are not permitted to create excessive noise of any kind.
- Music with excessive bass is not permitted.
- Subwoofers and large speakers are not permitted and are subject to removal.
- Residents will face disciplinary action for noise violations, up to and including a \$50.00 fine.

2.16 PEST TREATMENT

In the event that insects or other pests are detected in your room, you are required to follow the instructions and recommendations provided by management and/or pest control professionals. This may include discarding bedding and other possibly infested personal items, and washing items in a prescribed manner. In the case of bed bugs or other non-threatening pests, residents will not be moved to another room.

2.17 PETS

No pets of any order, species, or description are permitted in residence.

2.18 PORNOGRAPHY

Displaying or making available for viewing pornographic material or sexual activity in public areas including, but not limited to hallways, common rooms, lobbies, stairwells, bathrooms, exterior room doors, living rooms, kitchens, windows, or any interior area of a room that can be seen from an open door is prohibited (in accordance with the *Criminal Code of Canada*, Section 163), as is use of computers or network infrastructure to display or distribute such material. Refer also to the University's *Respectful Work and Learning Environment Policy*.

2.19 PRANKS AND PRACTICAL JOKES

Any action that violates the Residence Community Standards, regardless of whether or not that action was intended as a prank, will be regarded as a violation and treated accordingly. Clean-up of any mess created by pranks is the responsibility of the people involved. Any additional staff time required for this type of clean-up will be billed to the person(s) or floor responsible. Results depend on the situation.

2.20 ROOM BOOKINGS

- **Lounges/Common Rooms:** Must be booked with the Dean of Residence. Bookings must be completed at least 24 hours before any gathering, party, or social event of 15 or more people.

2.21 ROOM ENTRY

- **Right to enter:** St John's College reserves the right to enter a resident's room, whether or not the resident is present, in cases of emergency, safety, sanitation, noise, theft, suspicion of illegal substances and/or weapons, or by authorization of the Dean of Residence.
- **Maintenance:** In the case of a maintenance request where the resident has voluntarily given written or verbal consent for a specific purpose or occasion, there will not be a notice of entry. A written Request for Repairs Form will constitute consent. For general building maintenance and upgrades that require entry to multiple rooms, notice will be provided well in advance via e-mail with at least 48-hours' notice. Entry time shall be during regular office hours, or as specified by the notice.
- **Room and Safety Inspection:** St John's College may conduct room condition and safety inspections of residence rooms once each term with notice of inspection given seven (7) days prior via e-mail or in a letter placed under each resident's door. Refer to Section 1.16 – Room Condition and Safety Inspections.

2.22 ROOM OCCUPANCY LIMIT

No more than 6 people are allowed in one residence room at a time. If more than 6 people are discovered in a room, every person in the room will face disciplinary action, up to and including a \$50.00 fine.

2.23 SECURITY

Residents are responsible for taking reasonable precautions to ensure that their accommodation and the building are protected from a breach in security. This includes, but is not limited to, the resident locking their room door(s) and window(s), not forcing or propping building doors, not permitting unknown person(s) into the building, and immediately reporting strangers or security concerns.

2.24 SPORTS

Sports or any horseplay in the hallways will not be tolerated. “Hoverboard” devices are not allowed in the residence building.

2.25 THREATS TO HEALTH, LIFE, PROPERTY, OR ST JOHN’S COLLEGE GENERAL WELFARE

Where St John’s College believes that the continued presence of a resident constitutes a threat of danger to health, life, or property, and/or affects the College adversely, St John’s College will take immediate disciplinary action. Under such circumstances, a student may be expelled from residence immediately (result depends on situation).

Examples of such behavior include:

- physical acts of violence, threats of violence, coercion, intimidation, or any other form of harassment;
- illegal sale, purchase, or use of drugs and/or alcohol;
- use or possession of explosives, firearms, or dangerous weapons;
- use or storage of flammable liquids or other dangerous substances;
- violation of Federal or Provincial law;
- damage, destruction, or theft of residents’ and/or University property;
- tampering with or misusing fire equipment;
- setting fires;
- use or storage of combustion engines in the residence (including anything that has, as a component part, a combustion engine (e.g., a motorcycle).

2.26 ST JOHN’S PROPERTY AND COMMON PROPERTY

Common residence property and/or St John’s College property is intended for the benefit of the community. The removal of residence and/or College property to a student’s room, or to any other location, will be considered an act of theft and treated accordingly. Permission for pass keying a room to retrieve this property can be given by the Dean of Residence without advance notice to the student(s).

2.27 WEAPONS

Residents and their guests are not permitted, at any time, to bring or keep in their accommodation or the residence property, any of the following (each of which is described as a “weapon”):

- any real or replica projectile weapons, including, but not limited to, real or replica firearms, air guns, cross-bows, archery equipment, sling shots, paint-ball guns, and air guns, which includes BB guns;
- blades including bayonets, hunting or throwing knives, epees, and blades used in martial arts;
- any form of ammunition, including bullets;
- any other weapons, whether used for martial arts or other forms of combat training including current military or reserve service.

Wielding any object in a threatening or aggressive manner will result in immediate action, including the possibility of eviction. Residents may apply to have their materials stored on residence property, pending approval by the Dean of Residence.

2.28 WINDOWS, ROOFS, etc.

Students are not permitted to engage in dangerous activities in residence or on residence grounds.

Below is a representative, but not exhaustive, list of activities that are not permitted:

- throwing objects at or from the residence buildings;
- climbing through windows;
- climbing to, or being on, roofs or ledges;
- etc.

SECTION 3:

Enforcement and Discipline Process

The residence community is guided by the belief that student discipline should be developmental rather than punitive. Any sanction that is applied against an individual is applied for the purpose of changing behavior and protecting the interests of the community. At the same time, considerable care is taken to ensure that any resident who has been accused of an offence is treated in a fair and just manner. Accordingly, the disciplinary system is designed to be both flexible and accountable.

- Disciplinary actions are conducted in a manner consistent with the procedures set out in the Student Discipline Bylaw of St John's College and are subject to appeal. Appeals are conducted in the manner prescribed by the guidelines of the Student Discipline By-law, copies of which are available on request.

When an alleged violation of Residence Community Standards is brought to the attention of the Dean of Residence, he or she is responsible for ensuring that an investigation is conducted.

- Matters of discipline are brought forward to the Dean of Residence, and/or the Warden of St John's College. The Dean of Residence and/or Warden of St John's College have the final say on all discipline. Residents do not have to be given a verbal warning for a fine to be in effect. Decisions will be based on a preponderance of evidence (i.e., the evidence shows it is more likely than not that the alleged violation occurred).
- Residence Dons and Council Members, being in leadership positions in the community, will be held to a higher standard and will therefore be levied with higher sanctions.

Infractions are dealt with through a variety of mechanisms depending on the severity of the incident. This document attempts to provide to the student an example of what the sanction might be for particular behaviors. This does not limit the possibility of other sanctions being imposed, should the situation warrant. All financial costs incurred, as a result of breaking a residence regulation, will be billed to the resident's account. All sanctions are considered to be in effect once the resident(s) has been notified verbally during their conduct meeting. Residents will receive a written letter confirming the sanction levied by St John's College.

The following sanctions can occur as a consequence of breaking Residence Community Standards (alone or in combination). This is not an exhaustive list:

- Verbal Warning
- Written Warning
- Fine (increments of minimum \$25.00 to a max of \$1,000.00)
- Collective Billing
- Damage Fine
- Loss of Guest Privileges
- Community Service and/or Seek Assessment from Other Units/Professionals
- Alcohol Probation
- Residence Probation
- Eviction from Residence
- Ban from all Residence Buildings

- Alcohol-Related Sanctions (refer to Section 3.11 – Alcohol-Related Sanctions)

NOTE: Discipline procedures as they relate to students under the age of 18 can be found in Section 5 – Appendix 4: Minors in Residence).

3.0 NOTICE TO MEET

Should St John’s Residence need to meet with you, you may receive written notification under your door or an email. The purpose of this is to gather facts surrounding an alleged community standard violation that has been reported to the Dean of Residence. If you receive notification, it means that it has been reported that you were either involved in an incident or breach of the Residence Contract or b) we have reason to believe you may be able to assist in providing additional information regarding an incident we are currently investigating.

If you receive a notification for a meeting, you are required to book an appointment with the Dean of Residence within five business days of receiving the notice. Failure to respond to a notice within this period will result in a fine.

Failing to meet with the Dean of Residence as per the written notification waives your right to provide your version of the events and as a result, all decisions and sanctions in these cases will be determined solely on the original incident report.

3.1 VERBAL WARNING

Verbal warnings are used by College Staff to indicate to students what policy has been violated and what the consequences are should the behavior be repeated. Verbal warnings are typically used for 1st time/minor violations. (e.g., first offence – noise violation)

3.2 WRITTEN WARNING

A written warning comes in the form of a written letter ensuring students are aware of the Community Standard that has been violated. A written warning is recorded and tracked by St John’s College and typically issued for a minor violation.

3.3 FINE

Fines can be issued by the Dean of Residence, the Bursar, or the Warden of St John’s College. Residents will be notified through a letter and will be expected to pay the issued fine within five (5) business/working days. (e.g., first offence – smoking in your room)

3.4 COLLECTIVE BILLING AND DAMAGE FINE

Communities of students (e.g., a specific floor or wing) may be billed collectively for damages that occur to the common areas they occupy. This is only done after attempts have been made to find the individuals responsible for the damage. This includes: fire alarms, extra cleaning, broken fixtures, broken windows, and missing or damaged furniture. Residents responsible for damages will be charged the cost of replacement or repair. All fines will be placed on a resident’s account and are expected to be paid within five (5) business/working days.

3.5 LOSS OF GUEST PRIVILEGES

Residents who have guests that violate Community Standards can be denied having guests in residence for as short as one (1) week to a maximum length of their stay in residence. A resident will be informed verbally and/or by written letter of this sanction issued by the Dean of Residence, the Bursar, or the Warden of St John's College.

3.6 COMMUNITY SERVICE OR SEEKING ASSESSMENT FROM OTHER UNITS

Community and Educational Sanctions may be used individually or may accompany any number of other sanctions. In some cases, residents may be asked to see other units, professionals, or off-campus partners. Examples of these professionals include: Campus Security Services, Winnipeg Police Services, Equity Office, Health Services, or Counselling Services.

3.7 ALCOHOL PROBATION

Residents placed on alcohol probation may not consume alcohol in any residence building, possess alcohol in their residence room, or return to residence intoxicated. Alcohol probation can be sanctioned for as short as one (1) week to a maximum length of a resident's stay in residence. Violating the Residence Alcohol Community Standards may result in a resident being placed on residence probation. (Refer to Section 3.11 – Alcohol-Related Sanctions)

3.8 RESIDENCE PROBATION

Residence probation is defined as a resident's last chance to remain in the community. Any subsequent violation that is serious enough to warrant a fine may result in immediate eviction from residence. Residence probation also means that a resident is ineligible to return to residence for as short as one (1) academic year (including summer term) to indefinitely. If a resident has continued to be incident free since their probationary status was levied, a request can be made to the Dean of Residence to review eligibility. Probationary status may be extended to the next academic year, if a resident is permitted to return to residence. Probation is typically sanctioned by the Dean of Residence, the Bursar, or the Warden of St John's Residence.

3.9 EVICTION FROM RESIDENCE

A resident who has demonstrated a continued reluctance to comply with Residence Community Standards or is involved in a major incident may be expelled from residence. The resident will be required to vacate their residence room within five (5) business/working days or immediately if the resident is deemed a danger to the community. Eviction from residence is typically sanctioned by the Dean of Residence and/or the Warden of St John's College.

3.10 BAN FROM RESIDENCE

A Residence ban can be issued on a student, guest, or previous resident who has violated Community Standards repeatedly or has been involved in a major incident. The individual will be prohibited from entering onto residence property. A residence ban can be sanctioned for as short as one (1) academic year (including summer term) to indefinitely. Individuals caught violating a residence ban can be charged under the *Petty Trespassing Act*.

3.11 ALCOHOL-RELATED SANCTIONS

Level One Violation:

- Alcohol may not be consumed in public spaces including, but not limited to, hallways/corridors, stairwells, lobbies, and/or laundry rooms.
- Any activity, which encourages excessive or dangerous consumption of alcohol, is prohibited, including drinking games or apparatus that promotes excessive drinking (kegs, Texas mickeys, bubbas, etc.).
- Noise violation that was the by-product of alcohol consumption.

Students with a Level One Violation will meet with the Dean of Residence to discuss their behavior. Depending on the severity of the incident, residents could receive any of the sanctions outlined in Section 3.

Level Two Violation:

- Anyone who is a repeat offender of any Level One violations.
- Underage drinking and possession of alcohol.
- Intoxication and overconsumption resulting in any, but not limited to, the following: major disturbances, vandalism, violence, personal health and safety, public intoxication.
- Not complying with the instructions of Residence Life Staff, Residence Security, or Security Services.

Students with a Level Two Violation will meet with the Dean of Residence or the Bursar of St John's College and be fined a minimum of \$50.00.

Level Three Violation:

- Multiple Level One and Two infractions will result in an automatic Level Three violation.
- Any repeat offence following a Level One or Two infraction (depending on severity).

Students with a Level Three Violation will require a meeting with the Dean of Residence as well as the Warden of St John's College. The violation will result in a minimum of a \$50.00 fine, in addition to being placed on *Residence Probation.

*Refer to section 3.8 RESIDENCE PROBATION

Any subsequent violations will result in an immediate meeting with the Dean of Residence and the Warden of St John's, in which an eviction may result.

Please note that the Dean of Residences may use their discretion to determine which level a particular violation/incident falls within.

3.12 APPEAL PROCESS

Stage 1 Appeal: Residents may appeal sanctions given by the Dean of Residence. Informal written appeals may be submitted to the Dean of Residence within five (5) business/ working days after receiving a letter of sanction. Formal appeals must also be made in writing to the St John's General office five (5) business/working days after the sanction has been levied. During the appeal process, residents must comply with all aspects of an imposed sanction until such time as they are notified in writing of the outcome of their appeal. Residents can appeal a decision only once. All appeals can be submitted to the Peer Review Committee or the Warden of St John's College. If the appeal is for a major offence, the resident must enlist the assistance of their elected student council designate or the Student Advocacy Department (please refer to *Student Discipline Bylaw*).

Stage 2 Appeal: The Peer Review Committee. The Peer Review Committee has the responsibility of hearing appeals to Community Standard violation sanctions issued to its residents. This process can only be used after the student has exhausted the Stage 1 appeal process to the Dean of Residence and is still dissatisfied with the outcome. However, appeals to the Peer Review Committee will only be considered based on one or all of the following grounds:

- Bias or unfair treatment
- Any procedural error
- The sanction is not logical consequence of the infraction
- New information has been found

Appeals must be made in writing within five (5) business days from the meeting date appeal to the Dean of Residence. Appeals can be submitted to:

St John's College Office
214-92 Dysart Road
Winnipeg, MB R3T 2M5

SECTION 4:

Residence Internet Use Policy

4.0 WIRELESS

St John's Residence building contain pervasive IST provided Wi-Fi.

Residents are NOT permitted to set up a device in their room that broadcasts a Wi-Fi signal as it conflicts with IST Wi-Fi and causes poor or no Wi-Fi connections to other residents in that building.

Examples of devices that have the ability to broadcast a Wi-Fi signal are: Wi-Fi routers, wireless printers, mobile phone (when the hotspot feature is turned on), etc. You may need to install a router in your suite to use a device like an Xbox, but you must turn off the Wi-Fi feature of your router. If you plug in a router improperly it can cause network issues that result in a loss of Internet access to others in the same building.

Please contact the Dean of Residence for assistance in setting up routers. Any resident found to have a device broadcasting a Wi-Fi will be subject to the following disciplinary actions:

- 1st offense: Disciplinary write up attached to residence account.
- 2nd offence: \$50 fine, indefinite loss of residence Internet service* and meeting with the Dean of Residence.

* Otherwise to be reviewed by and subject to the discretion of both the Dean of Residence and IT Administrator. Please note that IST is a central IT department and is not a residence department.

All of IST's security, usage, and wireless policies can be found at:

http://umanitoba.ca/campus/housing/images/Internet_Policies_and_Information_Package_-_March2018.pdf

The wired connection available in the room is provided by Shaw. For their usage policy please visit:

http://umanitoba.ca/colleges/st_John's/media/Shaw_Internet_Agreement.pdf

SECTION 5:

Appendices

APPENDIX 1: RESIDENCE RATE TABLE

Residence rates for Fall 2021-Winter 2022 have been approved by St John's Assembly.

- http://umanitoba.ca/colleges/st_John's/residence/Resident_Rates.html

APPENDIX 2: DATES AND DEADLINES

Important deadlines can change from time to time, so please refer to the Student Handbook on the website.

- http://umanitoba.ca/colleges/st_johns/residence/

APPENDIX 3: WITHDRAWAL INFORMATION

The Residence Contract is for both first AND second term. Students who decide to cancel the agreement early will be financially responsible for a portion of their room and board as outlined in the contract. Any student wishing to withdraw early must fill out the Residence Withdrawal Form, collected from the Dean of Residence.

APPENDIX 4: MINORS IN RESIDENCE

In Manitoba the age of majority is 18 years of age, therefore students planning to live in Residence at the University of Manitoba who are under the age of 18 require the signature of a parent or legal guardian on application and contractual documents.

Underage students and their parent/guardian are required to fill in a *Residence Authorization for Minors* form prior to move in, which states that both the student and the parent/guardian are aware of, and understand, the residence policies outlined in the Residence Contract including the discipline procedures as they relate to underage students. This form becomes obsolete upon the student's 18th birthday.

RESIDENCE / ROOM REQUESTS FOR MINORS:

All students applying to residence are able to request which building and even which room they would like to live in; however, residents under the age of 18 (at the time of move-in) will most likely be assigned to a room and building that allows for appropriate residence life supervision.

INTERNATIONAL STUDENTS - MINORS:

International students under the age of 18 are required to have a designated local guardian who lives in Winnipeg or the surrounding area and must be at least 25 years of age. This local guardian is the person who will be contacted in the event of an emergency or for disciplinary issues. The name, phone number and email address of this Local Guardian must be provided to the St John's College office prior to the student moving in.

DISCIPLINE PROCEDURES FOR MINORS:

Enforcement of Residence rules and sanctions for infractions are outlined in Section 3 of the Residences Contract, however when the incident involves a student under the age of 18, depending on the severity of the infraction, there may need to be some communication between St John's College and the parent/guardian.

The following process has been developed to ensure that all parties understand the process that will be undertaken should the need arise for disciplinary action.

- The Residence Community Standards and Guidelines are listed in Section 2 of the Residence Contract. Violations of these Standards, or actions that contribute to the violations of these Standards may result in disciplinary action.
- Infractions will result in a disciplinary meeting with the Dean of Residence. Depending on the severity of the infraction, some of the possible outcomes include; a verbal warning, written warning, fine, the student being put on Residence Probation, and eviction (for a list of potential discipline outcomes please see section 3 of the Residence Contract).

- If the resident receives a verbal warning for a minor incident, confidentiality will remain intact between the student and St John's College, providing the student an opportunity to learn a life lesson and to correct his/her behavior.
- If the infraction is more severe, there are repeated infractions or the behavior poses a health or safety risk to him/herself or their community, the incident(s) may be communicated with the parent/guardian. This communication may include, a phone call, email and or a copy of the Discipline Letter. If the communication is taking place because of multiple incidents – all incidents up to date may be shared with the parent/guardian at the discretion of the Dean of Residence.
- If the offence leads to "Residence Probation", a copy of the notification letter will be shared with the parent/guardian. The Student will be given the opportunity to make a phone call from the St John's General office with the Dean of Residence present, to inform the parent/guardian of the incident and the forthcoming letter.
- Should the infraction(s) lead to an eviction and termination of the Residence Contract, the parent/guardian will be notified as soon as possible after investigation and discussion of eviction with the student has taken place. The student will be given the opportunity to contact his/her parent/guardian immediately following the discussion. This phone call will take place from the St John's College office with the Dean of Residence present. If the student does not wish to contact their parent/guardian, the Dean of Residence will make the phone call.

APPENDIX 5: ALCOHOL AWARENESS AND POLICIES

ALCOHOL AWARENESS

Residents who choose to consume alcohol are expected to do so in a safe and responsible manner.

UNIVERSITY OF MANITOBA ALCOHOL POLICY STATEMENT

Alcohol abuse is a serious health problem and can lead to conduct that may endanger the safety of individuals and result in damage to property, both on and off campus. This, in turn, may result in legal claims involving the University and others.

The purpose of this policy is to explicitly establish the general means by which alcohol abuse on the University of Manitoba campuses can be reduced or perhaps eliminated.

The University shall meet the policy's objective by:

- Offering an alcohol education and awareness program within the scope of programs offered by or through Student Affairs;
- Maintaining University guidelines with respect to the serving and consumption of alcohol on the Campuses; and
- Requiring that events and facilities at which alcohol is served on the Campuses (the "events and facilities") be managed effectively, and in accordance with the University's policy and procedures and MLCC rules and regulations; and this policy applies broadly, and covers all events and facilities on the Campuses.

For the entire *Campus Alcohol Policy and Procedure*, please refer to:

Policy:

- http://umanitoba.ca/admin/governance/governing_documents/community/253.htm

Procedure:

- http://umanitoba.ca/admin/governance/governing_documents/community/1051.html

The Manitoba Liquor Control Act:

- <http://web2.gov.mb.ca/laws/statutes/ccsm/l153e.php>

ADDENDUM: COVID-19 POLICIES AND PROCEDURES

Since the closure of the Fort Garry Campus due to COVID-19, St John's College has maintained its residence operations and continued to provide housing and food to students who were unable to return home or had nowhere else to live. St John's College highly recommends all its students and staff members to take advantage of the highly effective vaccines that are available. Due to the evolving nature of policies and guidelines concerning Covid-19, St John's College reserves the right to adapt its procedures to comply with health and safety guidelines as directed by the government and the university.

St John's College will –

- monitor and adapt to federal and provincial government policies and university guidelines concerning Covid-19
- continue to practice increased cleaning and sanitizing of the residence building, with major focus on common areas and washrooms
- not enter individual dorm rooms for cleaning, in order to limit personal contact with students
- provide notices to residents regarding residence protocol updates, when deemed necessary
- encourage and enforce social distancing, hygiene and responsible behavior

The residents will –

- wear face masks at all communal areas outside their dorm room. This includes hallways, washrooms, common rooms etc.
- practice social distancing at all times
- practice safety measures as directed by the residence administration
- inform the administration if they may have been in close contact or exposed to the virus

These guidelines are not all encompassing; further safety measures may be imposed to protect the health and safety of St John's Residence students and staff members. Failure to follow residence safety guidelines will result in a minimum fine of \$50.00, to a maximum penalty of eviction (depending on the severity of the violation).

RESIDENCE CONTRACT:

By signing below, you are confirming that you have read, understood, and will abide by the St John's Residence Contract for the 2021-2022 academic year.

Dated at _____ this _____ day of _____, _____
(location) (date) (month) (year)

Student name (print) Witness name (print)

Signature of Student Witness