



MacEwan Residence

Community Standards

Residence Community Standards

1. Overview & Purpose

MacEwan Residence Services (“Residence Services”) provides an inclusive and respectful community where all of its members, including Residents, Guests and Residence Life Staff, are able to live, study and work in a safe environment. Residence Services ensures that the Residence is a safe and healthy environment primarily focused on supporting the academic endeavours of its Residents.

In order to better accomplish its goal, these MacEwan Residence Community Standards (the “Standards”) have been established to outline the rights and responsibilities of Residents, establish rules and standards for their conduct, clearly communicate the consequences for violations of those rules and standards, and explain the process followed by Residence Services in resolving these matters. Capitalized terms in these Standards have the definitions set out in Section 11.

Violations of the Standards will result in an investigation and Sanctions. Serious Violations will result in serious Sanctions, including fines, evictions, or suspensions. Further, a Violation may also represent a breach of municipal, provincial or federal law, and Residence Services will refer any such breaches to appropriate law enforcement authorities for investigation.

2. Application

The Standards exist to protect the safety and security of Residents, Guests, and Staff. The Standards apply to all MacEwan Residents at the Residence and during all Residence-related events, even if these events do not take place at the Residence. The Standards apply to Guests who visit the Residence.

Nothing in these Standards limit the remedies available to MacEwan Residence as a landlord resulting from the breach of a Residence Agreement by a Resident.

3. Rights & Responsibilities

The well-being of MacEwan Residence rests on the balance of the community’s ability to meet the needs of the individual and vice versa. This balance is best achieved when everyone is aware of their rights and accompanying responsibilities to themselves, others and the community. The following guiding principles describe the rights and responsibilities of the individual within the Residence community:

- Every person in the community can expect consideration and respect for their feelings and needs, and in return has the responsibility to show respect for the rights of every other person in the community.
- Every person in the community can expect to live and work in an environment where their possessions and the communal space are shown respect by every other person.
- Every person has the right to be heard when voicing a concern. All concerns or disputes about validity of incidents will be heard by a Staff member.
- Every Resident is responsible for what happens in their room, suite, or area under their control.

Resident(s) residing in that room or suite may be held responsible for the Violation regardless of their presence unless it is clearly demonstrated that the Resident had no knowledge nor contributed to or condoned the Violation.

4. General Standards

- 4.1. Residents shall:
- 4.1.1. Abide by all federal, provincial, and municipal laws, regulations and bylaws, the policies of MacEwan University, and these Standards.
 - 4.1.2. Report Violations of the Standards to Residence Life Staff, MacEwan Security Services, or to law enforcement personnel.
 - 4.1.3. Comply with Sanctions imposed pursuant to these Standards, even in circumstances where an appeal of a Sanction has been filed, and including any behavioural contract entered into by the Resident.
 - 4.1.4. Check their Email on a daily basis, and provide Residence Services with up-to-date contact information at all times.
 - 4.1.5. Cooperate with Residence Services Staff, university employees and emergency personnel, including compliance with all verbal and written instructions and requests, providing proper identification, and assisting honestly with investigations regarding Violations of these Standards.
 - 4.1.5.1. Residents shall allow access to all areas of their suite to MacEwan University upon request. MacEwan University Security Services are authorized to enter any unit with a Residence Services staff member present, with or without the consent of a Resident, for the purpose of addressing any health or safety concerns.
 - 4.1.6. Comply with the instructions of Residence Services Staff relating to fire alarms or other emergency protocols.
 - 4.1.7. Comply with the following quiet hours, or such other hours as posted by Residence Services from time to time:
 - a) On Floors 4-11: Sunday to Thursday from 10:00 p.m. to 8:00 a.m.; and Friday and Saturday from 12:00 a.m. to 8:00 a.m.;
 - b) On floors 2-3 and 12-13: 8:00 p.m. to 8:00 a.m. seven (7) days a week;
 - c) For the period commencing (7) seven days prior to the commencement of final exam week and ending at the end of final exam week, 24 hours a day.
 - 4.1.8. Be responsible for the actions of any Guest invited by a Resident, including any damage caused by such Guest.
 - 4.1.9. Prevent damage to the Residence, including as a result of flooding.
 - 4.1.10. Abide by mandatory window closure during freezing temperatures (below 0°Celsius).
 - 4.1.11. Keep their MacEwan Residence identity card safe and with them at all times while in Residence.
 - 4.1.12. Keep their bedrooms, shared living areas, and the exterior of their rooms/suite doors clean.
 - 4.1.13. Use designated waste and recycling facilities responsibly.
 - 4.1.14. Return all signed-out materials, products or equipment within the timelines permitted.
 - 4.1.15. Abide by the following occupancy limits at all times, or such lower limits as established by Residence Services:
 - a) Bachelor Suite – no more than 3 people;
 - b) Two-Bedroom Suites – no more than 6 people;
 - c) Four-Bedroom Suites – no more than 12 people.

- 4.2. Residents shall not:
- 4.2.1. Engage in Violence, Hazing, Dangerous or Offensive activities.
 - 4.2.2. Directly or indirectly possess, use, traffic (which includes manufacturing, selling, giving, administering, transporting, sending, delivering, distributing) any illegal drug or substance, or be in possession of any associated paraphernalia (such as roach clips, bongs and pipes). Residents may possess the lawful amounts of cannabis, subject to the following:
 - 4.2.2.1. Residents must store all cannabis products in a sealed container where the smell is completely contained.
 - 4.2.2.2. Cannabis plants will not be permitted in your suites.
 - 4.2.2.3. Residents may not distribute cannabis products to any other resident or guest.
 - 4.2.3. Tamper with any fire safety equipment, including fire alarms, disabling or covering smoke detectors, fire extinguishers, using fire doors in a non-emergency including admitting guests, fire hoses, sprinklers and/or hanging/attaching items to sprinklers, pull stations, and alarm bells.
 - 4.2.4. Smoke or use any tobacco or cannabis related products in the Residence, or on the Residence grounds (except in designated smoking areas), including e-cigarettes, vaping devices, or pipes.
 - 4.2.5. Use open flames, incense, or candles, neon signs, hydroponic lights, or non-LED mini lights, or any other thing or device which poses a risk of fire.
 - 4.2.6. Leave cooking or cooking devices unattended at any time.
 - 4.2.7. Obstruct any exits, doors or hallways.
 - 4.2.8. Possess, store or use weapons and dangerous goods, including without limitation, knives, swords, firearms, ammunition, decorative or ornamental weapons, fireworks, explosives, gasoline, propane, pepper spray, chemicals, or any other objects identified as being for the use (or potential use) of harm or threat to any individuals.
 - 4.2.9. Damage, destroy, misuse, take or remove any Residence property or property belonging to other Residence, make any alternations to or interfere with the Residence electrical, plumbing, HVAC, elevator or other systems, remove or otherwise tamper with any window or window-screens, or damage any door to the Resident's suite.
 - 4.2.10. Make excessive noise in a manner which disturbs or may disturb other Residents or Residence Services Staff, including without limitation the playing of musical instruments, electronic devices or other activities.
 - 4.2.11. Permit any person to enter the Residence unless that person is a Guest of the Resident, and subject at all times to the direction of MacEwan Residence Staff.
 - 4.2.12. Enter into the suite of any Resident unless specific permission to do so has been given on each occasion.
 - 4.2.13. Give, loan or sell their MacEwan Residence ID, key, or card to any other person, or possess a MacEwan Residence ID, key or card issued to any other person.
 - 4.2.14. Access unauthorized areas (including roof tops, mechanical rooms, the Residence basement, adjacent construction sites, or any area marked "off limits to unauthorized personnel" or "Staff only") unless accompanied by a representative of Residence Services.
 - 4.2.15. Unless approved in advance by Residence Services:

- a) Engage in door-to-door selling or soliciting, including the distribution of flyers, tickets, pamphlets or advertising;
 - b) Operate a business or commercial enterprise within the Residence;
 - c) Campaign for any MacEwan, municipal, provincial, or federal election in the Residence;
 - d) Remove furniture from their suites or rooms, or from common areas;
 - e) Use or install non-MacEwan issued appliances such as refrigerators, freezers, microwaves, heaters, washing machines, dishwashers or air conditioners.
- 4.2.16. Use any nails, push-pins, tacks, duct/packing tape, command hooks, or any other material that may damage the walls or ceilings of a suite or common area.
- 4.2.17. Keep, house or store any pet or other living animal in the Residence or in a suite, except fish in an aquarium of less than five gallons where a roommate has consented.
- 4.2.18. Sleep, reside or store personal property outside of their assigned suites.
- 4.2.19. Participate in games of catch, basketball, hockey, wrestling, rollerblading, skateboarding, bicycling, hoverboarding, other athletic activities, water fights (including water guns, water balloons and water slides) inside the Residence.
- 4.2.20. Leave litter, trash or recycling in the common areas.
- 4.2.21. Produce excessive odour in Residence or on Residence grounds which may cause damage or impact other residents, including but not limited to cigarette, cannabis, or cooking smoke, tobacco or cannabis products, scented hygiene

products, aerosol sprays or fresheners, waste and garbage.

5. Standards Regarding the Consumption of Alcohol and Cannabis in Residence

- 5.1. Residents who consume alcohol or cannabis must do so in a responsible manner, in compliance with the law, and must not endanger one's health or safety.
- 5.2. Residents under the age of 18 are prohibited from consuming alcohol or cannabis at the Residence. Residents are prohibited from providing alcohol or cannabis products to any person under the age of 18.
- 5.3. Where a Resident requires medical intervention resulting from alcohol or cannabis consumption, that Resident is required to pay for any costs associated with emergency services.
- 5.4. The consumption or distribution of alcohol or cannabis products in common areas is strictly prohibited; the consumption of alcohol is only permitted in suites.
- 5.5. Alcohol or cannabis may only be transported through common areas in sealed containers in opaque packaging.
- 5.6. Large volume containers or practices that promote excessive consumption of alcohol or cannabis are prohibited, including but not limited to kegs, Texas mickeys, bubba kegs, mini kegs, beer bong, funnels, beer/ wine-making equipment, beer pong tables, cannabis plants, and/or similar items. Residence Services is entitled to immediately confiscate such items without compensation.
- 5.7. Drinking games including but not limited to "funneling," "boat races," "century club," "flip cup," "beer pong," "card games," and "floor crawls" are prohibited.

- 5.8. A Resident must permit Residence Services, MacEwan Security, or the Edmonton Police Service to inspect the contents of a container in a common area.

- a) The minor guest is a current MacEwan University student.
- b) The guardian or parent of the minor guest is on site with the minor guest at all times

6. Standards Regarding Guests in Residence

(This section does not apply during the Fall 2020 term and the Winter 2021 term. Section 7 Standards Regarding Communicable Disease is in effect until further notice.)

- 6.1. Roommate consent is required prior to hosting a Guest.
- 6.2. Overnight Guests may stay no longer than three (3) consecutive nights to a maximum of 15 nights per semester without special permission from Residence Services.
- 6.3. Overnight Guests are prohibited during Residence Orientation Week. Guest accommodation options are available through Hotel at MacEwan.
- 6.4. Guest sign-in will commence on the first weekend after classes begin and take place every Friday and Saturday evening from 8:00 p.m. to 3:00 a.m. Residents may have up to three (3) Guests signed in at one time and are responsible for all actions and decisions of their Guests. Guest information will be collected and kept on file by Residence Services and government issued photo ID is required by all Guests.
- 6.5. Any person who has been evicted or trespassed from Residence is not permitted to be a Guest. Providing access to trespassed persons or hosting them is prohibited.
- 6.6. It is the responsibility of the Resident to ensure that their Guest is permitted in Residence.
- 6.7. Guests who are minors are not permitted in residence unless the following conditions apply:

7. Standards Regarding Communicable Disease

- 7.1. Residents shall read and follow all communicable disease protocols as written in the student guide, updated via email, and posted throughout the building.
- 7.2. Residents shall follow posted signage and take reasonable steps to maintain a physical distance of 2-metres (6-feet) away from others while in the residence; including but not limited to the lobby, hallways, elevators, common spaces, and suites.
- 7.3. Residents shall ensure that consent is freely given prior to entering someone else's suite, coming closer than 2-metres (6-feet), or physically contacting another person.
- 7.4. Residents shall complete mandatory daily self-assessments.
- 7.5. Residents shall inform Residence Services if their self-assessment requires them to self-isolate and must adhere to their self-isolation requirements as directed by Alberta Health Services. Residents will receive support from Residence Services.
- 7.6. All residents' guests and visitors are prohibited in any part of the Residence while communicable disease protocols remain in effect.

8. Standard Regarding Internet Usage

- 8.1. Residents shall Comply with the Residence Internet and Technology Guidelines - Residence Services Network Terms of Use.

8.1.1. Basis of Access: Residence Services grants residents and guests the right to gain access to the internet through the Residence network (the "Network") on the terms and conditions contained herein. Residents' use of this Network is subject to these terms and conditions, to which Residents agree. The Network is provided to support the educational experience of the Resident by facilitating the sharing of knowledge and information. The use of the Network must also be in compliance with the Residence Community Standards contained in the Student Guide. The Residence reserves the right to restrict access to inappropriate web sites, inappropriate web resources or inappropriate network traffic. Limitations: The Network is suitable for regular academic activities (email, internet browsing). It is not suitable for activities requiring guaranteed high bandwidth. Failure to comply with these Terms of Use may result in sanctions in accordance with the Residence Agreement, up to and including termination, or discipline under the applicable MacEwan University policies.

8.1.2. Scope: The Network is comprised of the wireless and wired network provided by the Residence. All network devices that are IP network-enabled which connect to the Network, including but not limited to desktop computers, laptop computers, gaming consoles, Personal Digital Assistant devices (PDAs) and smartphones are subject to these Terms of Use.

8.1.3. Illegal Activity: By using the Network to access the internet, the Resident is subject to federal, provincial, and municipal legislation related to internet use, including the provisions of the Criminal Code. The Resident must not use this Network for any illegal purposes. The Resident agrees to use the Network in compliance

with all applicable federal, provincial, municipal, and international laws, rules and regulations. Prohibited activities include, but are not limited to:

- a) posting or disseminating unlawful material (child pornography or obscene material),
- b) disseminating material which violates copyright or intellectual property rights. The Residence is not responsible for such infringements by the Resident,
- c) pyramid or other illegal soliciting schemes,
- d) fraudulent activities; including but not limited to: impersonating any person or entity, or forging anyone's digital or manual signature,
- e) accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"); also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activities),
- f) unauthorized use of user names, passwords, computer addresses/identities or modification of assigned network settings to gain access to computer resources and/or data, or otherwise attempting to evade, disable or "crack" security provisions of computer system(s),
- g) inspecting, altering, deleting, publishing or otherwise tampering with files or file structures that the individual is not authorized to access, or
- h) distributing information regarding the creation of and

sending Internet viruses, worms, and Trojan horses. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the Network or any connected network, system, service, or equipment.

Usage of the Network for commercial purposes is strictly prohibited. Examples of breach include: i) use of the Network to conduct a personal business enterprise, ii) use of the Network for profit or iii) use of the Network for advertising. The Resident may not resell, share or otherwise distribute the service provided through the Network to any third party. For example, the Resident cannot provide internet access to others through a dial up or wireless connection, host shell accounts over the internet, provide email or news service or send news feed.

8.1.4. Interference: The Resident's usage of the Network must not interfere with others ability to use the Network. Additionally, usage of the Network must not interfere with the functionality of the remainder of the Residence network infrastructure. Interference includes, but is not limited to, the following:

- a) any activity or process that causes other individuals to be deprived of services or resources that they would normally expect to have available. This includes but is not limited to the creation of "spam" (excessive email distribution) and the introduction of viruses or electronic chain letters into the Network environment.
- b) connecting or installing servers onto the Network, including but not limited to: i) FTP Servers, ii) World Wide Web servers, iii)

Streaming media servers, iv) Mail or news servers, v) DNS servers, or vi) DHCP servers.

- c) connecting wireless routers and/or access points to the Network,
- d) using wireless printers. The use of wireless printers is strictly prohibited in the Residence. Use a USB/ printer cable to connect any printers to the Resident's computer. While living in the Residence, students and guests are advised to disable any broadcasting done by their printer(s), or
- e) the creation of a Wireless Local Area Network (WLAN). As a user of the Network, the Resident accept full responsibility for all activity that is associated with network connection.

8.1.5. Liability: Residents must follow best practices in maintaining the security and stability of devices to minimize the probability of misuse by unauthorized parties while connected to the Network. Such best practices include, but are not limited to:

- a) turning the computer on only when Resident is going to use it.
- b) locking the suite/bedroom or locking computer to avoid inappropriate use by guests.
- c) supervising guests when using Resident's computer and the Network.
- d) not opening suspicious e-mail, especially if it includes an attachment.
- e) installing all current security patches to computer's Operating System.
- f) installing and using Antivirus software with current virus definitions.

- g) being discerning about what software is being downloaded and installed on the computer. Many downloads are Spyware.
- h) making use of a Spyware removal tool like Spybot Search and Destroy or AdAware.
- i) making use of personal firewall software like Norton Personal Firewall or ZoneAlarm.
- j) being cautious when sharing files with others.
- k) turning off unnecessary network-connected programs or services

8.1.6. Breach: If the Resident breaches any provision of these Terms of Use, damage the Network, or attempt to subvert any security devices that the Residence has installed for this Network, then the Residence may take disciplinary action including, but not limited to:

- a) termination of Resident's right to use the Network, for such length of time as the Residence considers appropriate,
- b) demanding reimbursement or payment for computer and network resources,
- c) imposing of Residence conduct sanctions and/or fees as described in the Student Guide Community Standards and Student Code of Conduct.

In addition, the Resident's breach, damage, modifications or security subversion may result in civil or criminal proceedings being commenced against the Resident. The Residence reserves the right, but shall have no obligation, to investigate use of the Network in order to determine whether a violation of these Terms of Use has occurred or to comply with any applicable law, regulation, legal process or governmental request.

4.1.2. Reporting Abuse: Residents are encouraged to report any abuse of this Terms of Use to the Front Desk, Residence Assistants and Residence Life Coordinator. All reports will be investigated and kept confidential. When reporting abuse, it would be helpful to include copies of any document or communication that is relevant as well as dates and times of the occurrence.

9. Community Standards Process

9.1. Intention to Violate is Irrelevant

9.1.1. It is not necessary to establish that a Resident intended to violate a Standard in order to make a Finding or to impose a Sanction.

9.1.2. Neither ignorance of these Standards, nor intoxication as a result of drugs or alcohol, is a defense to conduct that represents a Violation.

9.2. Standard of Proof

9.2.1. A Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, Residence Services' Senior Manager or an Appeal Committee determines whether a Violation has occurred based on what is more or less likely to have occurred given the available information. Where it is more likely than not that the Violation occurred, the Conduct Officer, Residence Life Coordinator, Residence Community Development Assistant, Residence Services' Senior Manager will find the resident responsible.

9.2.2. An Appeal Committee may make a Finding and impose a Sanction.

9.2.3. It is not necessary to establish beyond a reasonable doubt that a Violation occurred in order to make a Finding and impose a Sanction.

9.3. Complaints

9.3.1. Any person may make a complaint to Residence Staff about a Violation of the Standards by any person.

9.3.2. Upon receipt of a complaint, or upon becoming aware of information which indicates the possibility of a Violation, Residence Staff shall complete and submit appropriate documentation.

9.3.3. Upon receipt of an Interaction Report (IR), or upon learning of any activity which may qualify as a Violation of the Standards, a Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager shall:

- a) Commence an investigation regarding the complaint; or
- b) Where the Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager is satisfied that there is no Violation of the Standards, the complaint was resolved verbally by the Residence Staff, or that the complaint is frivolous or made in bad faith, take no action.

9.4. Investigations

9.4.1. Where a Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager determines that an investigation regarding a complaint is warranted, the Conduct Officer, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager may, having regard to the nature of the complaint, the seriousness of the alleged Violation, the safety and

security of the Residence and the Residents, and any other relevant factor:

- a) Impose Sanction(s) on an interim basis pending the outcome of the investigation;
- b) Where the Violation includes an alleged breach of a MacEwan University policy, inform MacEwan University of the nature of the allegation;
- c) Where the Violation includes an alleged breach of a municipal, provincial or federal law, regulation of bylaw, inform law enforcement personnel or MacEwan Security Services of the allegation;
- d) Notify the subject of the complaint about the complaint by Email;
- e) Provide the subject of the complaint a reasonable opportunity to respond to the complaint;
- f) Require the subject of the complaint to attend a meeting in person to discuss the complaint; and
- g) Interview any person, request the provision of any documents, and take any action necessary to fairly investigate the complaint; and
- h) Take any other step reasonably required in the circumstance.

9.4.2. Where the Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager requires the subject of a complaint to appear in person to respond to an alleged Violation, the Conduct Officer, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager may establish a date and time for the

meeting and shall inform the subject of the complaint by Email.

9.4.3. Where the subject of a complaint fails to attend the scheduled meeting, the Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager may proceed to complete the investigation based on the information available to the Conduct Officer, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager.

9.4.4. Upon completion of the investigation, the Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager shall render a decision by Email, including:

- a) Findings regarding whether a Violation occurred; and
- b) Where a Violation is found, imposing Sanctions.

9.4.5. The Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager will communicate the decision to the subject of the complaint by Email or in person, and may communicate the decision to the person who made the complaint and to any other person as determined by the Conduct Officer, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager.

9.5. Sanctions

9.5.1. Where a Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager makes a Finding of a Violation, he or

she may impose one or more of the following Sanctions, having regard for the seriousness of the conduct, whether or not the Violation was intentional, any previous Violations, any aggravating or mitigating circumstances, the objectives of the Standards, and any other relevant factor:

- a) Between 1 and 5 disciplinary points per Violation;
- b) A formal letter or warning;
- c) An educational sanction to encourage the Resident to reflect on the Violation and its impacts on the Residence, including but not limited to: requiring the Resident to engage in community service, the creation of bulletin boards, educational modules, policy reviews, or letters of reflection;
- d) Fines, to a maximum of \$500 per Violation, payable to MacEwan University;
- e) The payment of the costs of any damage to property resulting from a Violation;
- f) The payment of restitution to any person whose personal property was lost or damaged as a result of the Violation;
- g) Directing the removal and destruction of materials, products or other personal property prohibited by the Standards;
- h) Requiring the Resident to enter into a behavioral contract with Residence Services, including expectations, and consequences for violations of the behavioural contract;
- i) Request the issuance of a trespass order by MacEwan Security Services; and
- j) Recommending to the Residence Services' Senior Manager that the Resident be

evicted from the Residence and the termination for cause of any Residence Agreement.

9.5.2. Notwithstanding Section 9.5.1, where the imposition of a Sanction results in the Resident receiving five or more Disciplinary Points in any 12-month period, the Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager shall, recommend to the Residence Services' Senior Manager that the Resident be evicted from the Residence and that the Residence Agreement be terminated for cause.

9.5.3. A Sanction imposed by a Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager may include conditions or further directions necessary to deal with a Violation.

9.5.4. Where a Violation is found to be the responsibility of a group of Residents, Sanctions may be imposed against each member of the group, or may be apportioned against individual members in the discretion of the Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager.

9.5.5. Subject to Section 10 Appeals, the decision of a Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager regarding the Finding of a Violation and the Sanction is final.

9.5.6. A Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager may impose deadlines for the

completion of certain Sanctions imposed as a result of a Finding and a requirement that the Resident pay a fine of \$75.00 (to MacEwan University) in default of performance of such Sanction.

9.6. Recommendation for Eviction

9.6.1. Where a Resident is recommended for eviction pursuant to Sections 9.5.1(j) or 9.5.2, the Residence Services' Senior Manager shall:

- a) Notify the Resident about the recommendation for eviction by Email;
- b) Provide the Resident a reasonable opportunity to respond to the recommendation for eviction;
- c) Require the Resident to attend a meeting in person to discuss the recommendation for eviction;
- d) Interview any person, request the provision of any documents, and take any action necessary to fairly investigate the recommendation for eviction; and
- e) Take any other step reasonably required in the circumstance.

9.6.2. The Residence Services' Senior Manager may establish a date and time for the meeting and shall inform the Resident of the recommendation for eviction by Email.

9.6.3. Where the Resident who has been recommended for eviction fails to attend the scheduled meeting, the Residence Services' Senior Manager may proceed to make a decision on the recommendation for eviction based on the information available.

9.6.4. Where the Residence Services' Senior Manager is satisfied, based on the information available to him or her, that the Resident ought to be evicted, he or she may direct that the Resident be evicted by a certain date, and that the Residence Agreement

be terminated for cause. The Residence Services' Senior Manager may make any other incidental direction necessary in the circumstances.

9.6.5. The Residence Services' Senior Manager will communicate the decision to the Resident and the Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager by Email, and may communicate the decision to any other person as determined by the Residence Services' Senior Manager.

9.6.6. Subject to Section 10, Appeals, the decision of the Residence Services' Senior Manager regarding the recommendation of eviction is final.

10. Appeals

10.1. A Resident who is subject to a Sanction has a right to appeal only where:

10.1.1. The Resident establishes that relevant and important evidence relating to the Finding and Sanction was not available to the Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager due to the evidence having been unavailable at the time the Finding was made, through no fault of the Resident, or new evidence has come to light since the Finding of the Violation and Sanction were imposed; or

10.1.2. The Resident establishes that the investigation was unfair.

10.2. Appeal Process

10.2.1. An Appellant must file a written notice of appeal setting out:

a) the Finding of a Violation or Sanction being appealed;

b) the reasons for appeal, including the reasons establishing eligibility to appeal set out in Section 10.1; and

c) a copy of the Appellant's class schedule (if applicable).

10.2.2. The written notice of appeal must be filed electronically (to residence@macewan.ca) no later than the end of the third business day following the date upon which the decision was sent by Email or personally delivered to the Appellant. An Appellant has no right to appeal if the deadline is missed.

10.2.3. An Appellant must comply with Sanctions imposed even where the Appellant has appealed the Finding of a Violation or the Sanction.

10.3. Non-Eviction Appeals

10.3.1. Where the Violation or Sanction being appealed did not result in an eviction of the Appellant, the Appeal Committee shall consist of:

a) The Residence Services' Senior Manager, where the matter being appealed was decided by a Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager other than the Residence Services' Senior Manager; or

b) The Executive Director, Campus Services of MacEwan University (or their designate), where the matter being appealed was decided by the Residence Services' Senior Manager.

10.3.2. The Appeal Committee shall review the notice of appeal and provided that the matter is eligible for appeal pursuant to these Standards, the Appeal Committee may:

a) Review the written documents relating to the original

complaint, the investigation, and the decision of the Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager;

- b) for and preside over an in-person review including (in the Appeal Committee's discretion) the Appellant, the Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager, the complainant, or any other relevant person; and
- c) Receive any new information or evidence which the Appeal Committee considers appropriate.

10.3.3. The Appeal Committee may, upon completing its review, confirm, vary or rescind the Finding of a Violation or the imposition of a Sanction, including without limitation reducing or increasing the severity of a Sanction imposed by the Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager.

10.3.4. The Appeal Committee will communicate its decision to the Appellant, to the Conduct Officer, Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or the Residence Services' Senior Manager, and to any other person by Email or in person.

10.3.5. The decision of the Appeal Committee is final and is not subject to any further appeal or review.

10.4. Eviction Appeals

10.4.1. Where the Residence Services' Senior Manager orders the eviction

of a Resident pursuant to Section 9.6.4, the Resident (Appellant) may appeal the decision to evict to an ad hoc Appeal Committee selected by the Executive Director, Campus Services (or their designate) consisting of two full-time employees of MacEwan University and one student Resident of the Residence. The Executive Director, Campus Services (or their designate) shall appoint one member to act as Chair of the Appeal Committee.

10.4.2. Upon receipt of a notice of appeal relating to an eviction, the Residence Services' Senior Manager shall request the appointment of an Appeal Committee, and shall forward the notice of appeal to the Chair.

10.4.3. The Appeal Committee shall review the notice of appeal and provided that the matter is eligible for appeal pursuant to these Standards, the Appeal Committee will establish a date and time for an appeal hearing. Unless impractical, the appeal hearing will be held within 10 days of the filing of the notice of appeal, and the Chair shall notify the Appellant, the Residence Services' Senior Manager, and any other affected person of the appeal hearing date.

10.4.4. Not later than three (3) business days before the hearing date, the Residence Services' Senior Manager shall prepare and distribute an appeal package to the Appeal Committee, the Appellant, and any other person notified of the hearing by the Chair, including relevant records, IRs, investigation materials, copies of decisions and previous disciplinary records.

10.4.5. Not later than three (3) business days before the hearing date, the Appellant shall distribute any information that he or she intends to rely on, including the names of any witnesses that will appear with the Appellant, to the Appeal Committee, the Residence Services' Senior

- Manager and any other person notified of the hearing by the Chair.
- 10.4.6. The Appeal Committee will hear representations from the Appellant and the Residence Services' Senior Manager, including any relevant witness statements, hear and consider any new information or evidence it considers appropriate, and shall make any required procedural orders or interim decisions.
- 10.4.7. The Appeal Committee may, after deliberating in private, confirm or reverse the Residence Services' Senior Manager's decision to evict.
- 10.4.8. The Appeal Committee will communicate its decision to the Appellant, to the Residence Services' Senior Manager, and to any other person by Email or in person.
- 10.4.9. The decision of the Appeal Committee is final and is not subject to any further appeal or review.
- 10.5. Notwithstanding any other provision, the Executive Director, Campus Services, has the authority to vary, amend or exempt the rules regarding appeals if he or she considers it appropriate in a particular matter.

11. Definitions

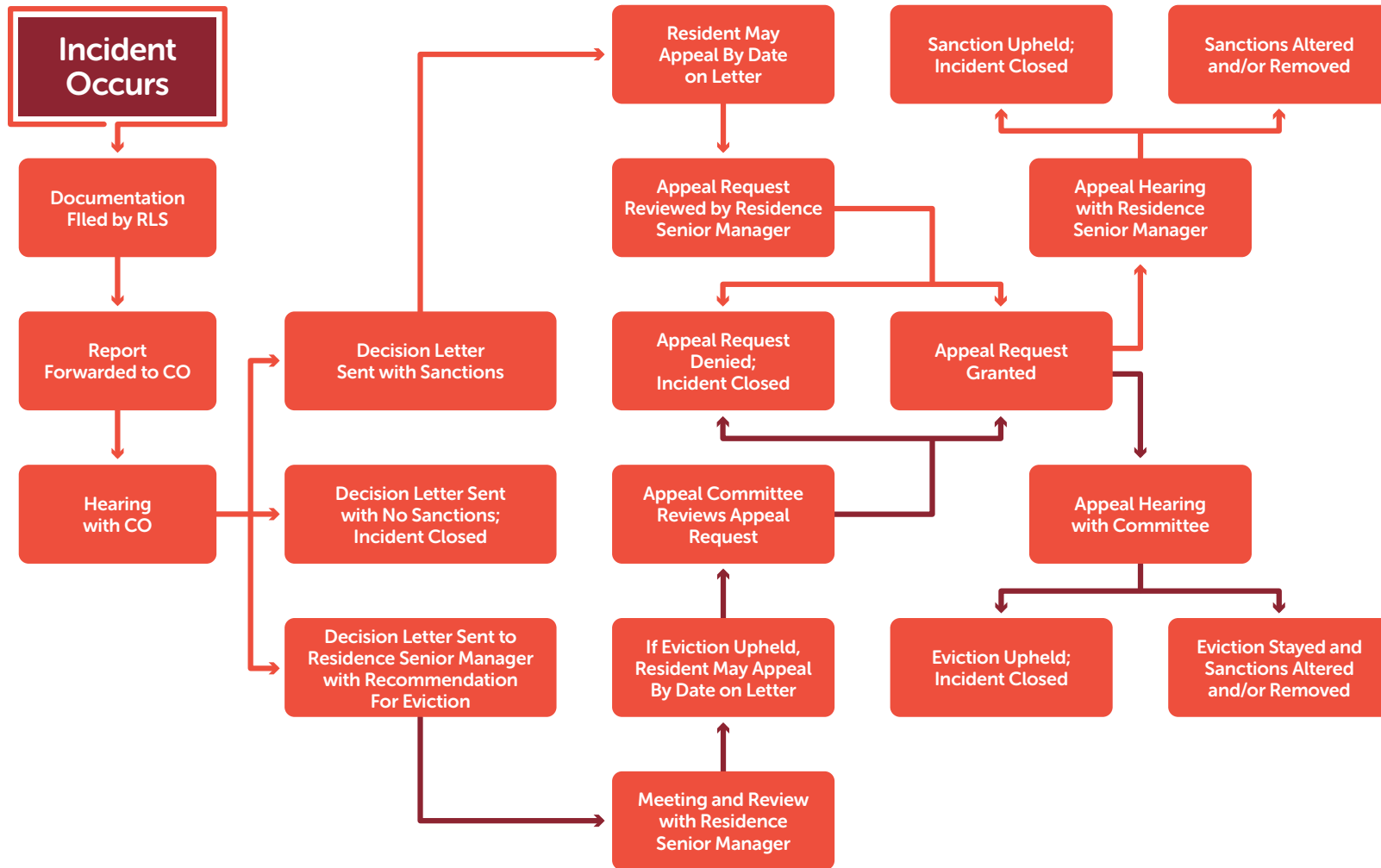
The following definitions apply to the Residence Community Standards and all related processes.

Term	Definition
Appellant	A resident who appeals a finding of a violation or sanction pursuant to these standards.
CO	A Residence Life Manager, Residence Life Coordinator, or Senior Resident Assistant Programmer, or the Residence Services Senior Manager.
Dangerous Activity	Any activity that is dangerous or potentially harmful to any person, including a resident engaging in the activities, or property (including without limitation excessive consumption of alcohol, smashing objects, breaking glass, dangerous horseplay, climbing outside of or into the residence through windows), throwing objects from or at the residence, dropping, knocking, ejecting objects from windows or down stairwells, regardless of whether or not the activity actually causes damage or harm.
Residence Services Senior Manager	The residence services senior manager of MacEwan Residence Services.
Email	An electronic message sent to a person's MacEwan University email, or where a resident is not a student of MacEwan University, to the email address provided by the resident to residence services.
Finding	A determination that it is more likely than not that a violation occurred.
Guest	A person who is not a resident invited to attend upon residence property by a Resident.
Hazing	Encouraging participating in, and/or supporting initiations or hazing activities in any, way that singles out particular residents, groups of residents, or create mental or physical discomfort, or expose another to undue embarrassment or ridicule, or may be physically or emotionally harmful to others.
Offensive	Any activity that is inappropriate or disruptive to the residence including "mooning," flashing, streaking, urination, nudity visible outside of the resident's room, displaying or making available outside of a Resident's room, or which may be viewed from the resident's door, viewing

	pornographic or offensive materials, or initiating, encouraging, supporting or participating in raid or pranks toward residents, their guests and staff
Residence	The MacEwan University Residence building and its surrounding property
Residence Life Staff, Residence Services Staff, or Staff	A person hired by MacEwan Residence Services, including but not limited to the Residence Services Senior Manager, Residence Life Manager or Coordinator, Housing Manager, a Senior Residence Assistant, Residence Assistant, Community Development Assistant, Safety and Security Assistant, or Front Desk Agent
Resident	A student who has signed and holds a current valid Residence agreement
Sanction	A sanction, penalty, punishment, or other order or direction which results from a finding of a violation, including those sanctions set out in the MacEwan Residence Community Standards
Violation	A breach of any rule, standard, or expectation established by the MacEwan Residence Community Standards.
Violence	Any activity, regardless of form, which is reasonably perceived as threatening, involving bullying, coercion, damage to persons or property, discrimination, excessive swearing, fighting, harassment, intimidation, obscene phone calls, obscene or harassing email, physical abuse, possession of weapons, sexual violence, sexual assault, sexual harassment, stalking, unreasonable interruption of community meetings or events, unwanted communication or contact, verbal abuse, and yelling at MacEwan Residents or MacEwan employees

Community Standards Incident Process Diagram

This diagram illustrates the standard process for dealing with incidents and resident conduct issues.



NOTE:

RLS = Residence Life Staff

CO = Conduct Officer (Residence Life Manager, Residence Life Coordinator, Residence Community Development Assistant, or Senior Manager)

Community Standards Appeal FAQs

Who can appeal?

Residents currently living in MacEwan Residence with current and valid Residence Agreements.

What decisions can be appealed?*

Any decision as qualified under the process of appeals.

*The Residence Services Senior Manager's decision to turn matters over to appropriate authorities and/or to criminally charge the resident isn't subject to an appeal.

What are grounds for appeal?*

Grounds for appeal are limited to the following:

1. The appellant can provide compelling reason why evidence crucial to the case wasn't available to be introduced during the original Residence Community Standards investigation.
2. Some aspect of the administration of the Residence Community Standards Investigation prevented the appellant from presenting a fair and complete case.
3. New information has come to light (e.g., a new witness, something not known when the original decision was made).

* Dissatisfaction with a decision or level of sanction isn't grounds for appeal

What is the deadline for submitting my appeal?

Appeals of sanctions not resulting in eviction must be submitted in writing to Residence Services by the date indicated in the decision letter.

What happens while I am waiting for my appeal to be heard?

All sanctions remain in full effect until overturned by a decision letter at the conclusion of the appeal process.

Who will see what?

The appellant, respondent, and decision-maker(s) will see all evidence, whether in oral or written form, that'll be considered in the appeal.

How are appeals judged?

A decision to determine the outcome of an appeal is reached with a reasonable degree of probability, which means that the person making the decision must find that it's more probable than not that a contested fact exists. This standard isn't as high as a criminal case, which requires a standard of evidence that's beyond a reasonable doubt. A decision should support the explanation that's more probable than another explanation.

Who must make the case (burden of proof)?

The burden of proof in a disciplinary appeal rests with the appellant, who must make a case to convince the decisionmaker(s) to decide in the appellant's favour.

How will Residence Services communicate with me?

Communication regarding an appeal will be by email.

What about confidentiality?

The documents and proceedings of the Residence appeal are private and confidential. All participants in the procedure must maintain, without time limit, strict confidentiality rules in all matters related to appeals, including discussions, meetings, hearings, and documents.

What if I fail to attend my appeal meeting?

The decision-maker(s) may proceed with the hearing in the absence of the appellant and will base the decision on written evidence or the appeal may be denied.

MacEwan Residence

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