

academic year (September to April) in which the exchange program study period took place. Students who complete fewer than 24 credit hours during their exchange program year of study are not eligible for renewal of their scholarships. *Note: The annual grade point average is calculated on the total number of credit hours taken during the academic year, not the best 24 credit hours.*

### **S c a      R e e a P c f S d e      P a c a g a      e a e a a S d**

Students who choose to pursue an international study opportunity while paying fees to another institution will be ineligible to hold their renewable scholarships during the period in which they study abroad. On return to St. Thomas, students may apply to the Registrar's Office for the reinstatement of their scholarships as follows:

(a)

- values diversity
- respects learning

## 2) Introduction and Guiding Policies

This policy has been written in accordance with the *Canadian Charter of Rights and Freedoms* (1982) and the *New Brunswick Human Rights Code* (1992)

### **Ca n a d i a n C h a r t e r o f R i g h t s a n d F r e e d o m s (1982), Sec 15 (1)**

#### *Section 15 (1) Guarantee of Rights and Freedoms*

Every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and, in particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

15(2) Subsection (1) does not preclude any law, program or activity that has as its object the amelioration of conditions of disadvantaged individuals or groups including those that are disadvantaged because of race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

### **N e w B r u n s w i c k H u m a n R i g h t s C o d e (1992), Sec 5 (1)**

5(1) No person, directly or indirectly, alone or with another, by oneself or by the interposition of another, shall

- deny to any person or class of persons any accommodation, services or facilities available to the public, or
- discriminate against any person or class of persons with respect to any accommodation, services or facilities available to the public, because of race, color, religion, national origin, ancestry, does not preclude an

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### 3.2) *i-Reasonable and Appropriate Accommodations*

The purpose of academic accommodations is to reduce the barriers to education.

Accommodations do not modify the University's academic standards, nor do they alter the core requirements of the program.

The accommodation process is a shared responsibility that requires the student and the Manager of Accessibility Services to work together to reach appropriate and reasonable accommodations. When determining the suitability of an accommodation, the following factors are taken into account:

- is the accommodation related to the disability?
- does the student require the accommodation to participate in education at the university?
- can the accommodation be provided without undue hardship?

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### 3.2) *ii-Temporary Accommodations*

Students may register with Student Accessibility Services to receive accommodations for a temporary disability. Documentation supporting the need for temporary accommodations must come from a licensed health or mental health professional and include information pertaining to the duration of the disability. Students requiring temporary accommodations will be required to return to the SAS each semester to provide updated documentation and to have their accommodations reviewed and reinstated.

### 3.3) *Accommodations Agreements*

- 3.3)i Students and professors shall wherever possible agree to the appropriate accommodations.
- 3.3)ii In cases where the instructor and the student cannot agree about the provision of accommodations, the instructor shall meet and discuss the recommended accommodations with an advisor from Student Accessibility Services. If they are unable to reach an agreement, the appropriate Dean shall be consulted.
- 3.3)iii Students receiving academic accommodations are required to follow all procedures as contained in the SAS procedural manual.<sup>1</sup>

### 3.4) *Disclosure/Non-Disclosure of Disability*

Students have an obligation to inform their post-secondary institution of the need for accommodation. As students are entitled to privacy, there is no requirement to disclose the specific disability to the education provider. The provider may require students to provide a letter from a medical professional outlining the student's functional impairments or capabilities and the type of accommodation required, but it is unnecessary for the letter to include a diagnosis of the disability.

### 3.5) *Confidentiality*

All agents involved at St. Thomas University (i.e. faculty, staff, students as well as students employed as tutors and/or note takers) must treat all information pertaining to a student as

confidential. The exceptions to this policy are:

- when an individual becomes aware of current children at risk of abuse
- when an individual clearly presents danger to self or others
- when we are subpoenaed for records or testimony by the courts

If a breach of confidentiality occurs then the individual is subject to disciplinary action.

## **C e ; ▶**

Consent forms must be signed by the students to disclose any information to any University staff and/or outside parties (such as family members or other individuals).

Consent forms are available at Student Accessibility Services.

<sup>1</sup>Please contact Student Accessibility Services regarding the manual.

Please see [STU.ca](http://STU.ca) for complete list of University Policies.