

BOARD OF GOVERNORS MEETING

Friday, June 16, 2023

9:00 a.m. to 9:45 a.m. – Closed Session
10:00 a.m. to 12:30 p.m. – Public Session
12:45 p.m. to 1:30 p.m. – *In Camera* Session

IN-PERSON LOCATION: Executive Learning Centre (ELC), 3rd Floor, Fraser Building

AGENDA

LIVESTREAMED PUBLIC SESSION: To observe the livestreamed Public Session of the Board meeting, [PLEASE REGISTER HERE](#). After registering, you will receive a confirmation reply with connection details.

Members are reminded of the requirement that they give notice of conflict of interest prior to consideration of any matter on the Board open and closed session agendas.

PUBLIC SESSION				
No.	ITEM	PG	LEAD	TIME
A.	Learning Session: “Introduction to the Laurentian Strategic Planning Process” Presentation by StrategyCorp: <i>Komal Ayub, Chris Loreto, Jaiman Chin, Sara Da Silva</i>	-		10:00 – 10:30
1.	Adoption of Agenda	-	J. Bangs	10:30
2.	Declaration of Conflicts of Interest	-	J. Bangs	10:30
3.	<u>Unanimous Consent Agenda</u> 3.1. Includes minutes of the regular meeting of April 28, 2023, the e-vote held May 15, the e-vote held May 18, 2023. 3.2 Appointment of Chair, Vice-Chair and Members to the Research Ethics Board (REB) 3.3 Appointments to Laurentian University Search Committees	4-24	J. Bangs	10:35
4.	President’s Report	25-27	S. Embleton	10:35 - 10:50
5.	Financial Update (Cash Flow, Financial Forecast, Enrolment Update, Planning Framework, Investment Returns, Pension and Endowment Fund)	28-36	M. Piché	10:50 - 11:10
6.	<u>Executive Committee Items:</u> 6.1 For Approval: Rescinding of Covid-19 Vaccination Policy 6.2 For Approval: Policy on Commercialization 6.3 For Approval: Policy and Program on a Respectful Workplace and Learning Environment 6.4 For Approval: Policy on Response and Prevention of Sexual Violence	37-171	J. Bangs	11:10 – 11:30
7.	<u>Finance Committee Item</u> 7.1 For Approval: Revised SGA Compulsory (Student) Fees for 2023-24	172-176	D. Harquail	11:30 - 11:40
8.	<u>Research Ethics Board Liaison Committee Item</u> 8.1 For Information: 2021-2022 Research Ethics Board Annual Report to the Board	177-199	A. Guay T. Eger	11:40 – 11:50
9.	<u>Restructuring of Standing Committees</u> 9.1 For Approval: Amendments to General Bylaws of the Board of Governors and Board Standing Committees Restructuring	200-233	M. Johnson	11:50-12:15
10.	<u>Nominating Committee Item</u> 10.1 For Approval: Appointment of Vice-Chair to the Board	234-235	L. Kurkimaki	12:15-12:30

* Material will be provided at the meeting for items marked

** Material will be sent separately

OTHER ITEMS				
No.	ITEM	PG	LEAD	TIME
11.	11.1 Laurentian University Native Education Council (LUNEC) Report to the Board	236-237	D. Beaudry	12:30
	<u>Summary of Information Reports by Board Standing Committees:</u>	238-242		
	11.2 <i>Audit Committee Report</i>			
	11.3 <i>Executive Committee Report</i>			
	11.4 <i>Finance Committee Report</i>			
	11.5 <i>Nominating Committee Report</i>			
	11.6 <i>Property Development and Planning Committee Report</i>			
12.	Chair's Items	-	J. Bangs	12:30
13.	Other Business	-	J. Bangs	12:30
[BREAK TO FOLLOW]				
14.	In Camera Discussion	-	J. Bangs	12:45
ADJOURNMENT				
15.	Adjournment	-	J. Bangs	1:30

* Material will be provided at the meeting for items marked
 ** Material will be sent separately

BOARD OF GOVERNORS MEETING

CLOSED SESSION

Friday, June 16, 2023

9:00 a.m. to 9:45 a.m. – Closed Session
10:00 a.m. to 12:30 p.m. – Public Session
12:45 p.m. to 1:30 p.m. – *In Camera* Session

AGENDA

*Members are reminded of the requirement that they give **notice of conflict of interest** prior to consideration of any matter on the Board open and closed session agendas.*

No.	ITEM	PG	LEAD	TIME
1.	Adoption of the Closed Agenda	-	J. Bangs	9:00
2.	Declaration of Conflicts of Interest	-	J. Bangs	9:00
3.	CCAA Update	-	S. Embleton	9:05 – 9:15
4.	Legal Matters Update	1-50	D. Jubb	9:20 – 9:30
5.	Human Resources Update	-	M. Piché B. Brouwer	9:30 – 9:45
OTHER BUSINESS				
6.	Other Business	-	J. Bangs	9:45
ADJOURNMENT				
7.	Adjournment of Closed Session	-	J. Bangs	9:45

* Material will be provided at the meeting for items marked
** Material will be sent separately

ITEM 3 - UNANIMOUS CONSENT AGENDA

FOR APPROVAL

Any member who wishes to ask a question, discuss, or oppose an item that is listed below may have it removed from the consent agenda by contacting the Secretary of the Board of Governors prior to the meeting or by asking that it be removed before the Chair calls for a mover and seconder for the following motion.

Recommended: That the following items be approved or received for information by the Board of Governors by unanimous consent:

Item 3.1 – Adoption of Meeting Minutes

<p><u>Includes the Minutes of the Regular meeting held:</u> (a) April 28, 2023</p> <p><u>and the minutes of the e-resolutions held:</u> (b) May 15, 2023 (c) May 18, 2023</p>	<p>ACTION</p>
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Item 3.2 - Appointments of Chair, Vice-Chair, and Members of the Research Ethics Board

Item 3.3 - Appointments to Laurentian University Search Committee

BOARD OF GOVERNORS

Minutes of the Meeting of April 28, 2023

9:00 a.m., Via Zoom

Present	Absent
<p><u>Voting Members Present</u> Bangs, Jeff, Chair Embleton, Sheila, Interim President & Vice-Chancellor Gallagher, Jim Guay, André Harquail, David Kurkimaki, Laura Manitowabi, Tammy Sbaa, Nawfal</p> <p><u>Non-Voting Members Present</u> Bassett, Shannon, Senate Colin, Fabrice, LUFA Durand, Louis, LUFA Fenske, Tom, LUSU Johnson, Mark, Interim University Secretary Scott, Daniel, Senate Teller, Meredith, LUAPSA</p> <p><u>Also in attendance (Resources):</u> Brouwer, Brenda, Interim Vice-President Academic and Provost Caron, Joseph, Interpreter Cowper-Benoit, Gail, Manager, Health and Safety Croteau, Leeanne, Manager of Procurement and Contracts Dorman, Sandra, Professor, School of Kinesiology and Health Sciences Dowdall, Jennifer, Interim Co-Director, EDHRO Eger, Tammy, Vice-President Research Goffin, Shannon, Interim Co-Director, EDHRO Hodgson, Ann, Interim Associate University Secretary Jubb, Dawne, Interim General Counsel Lehtimaki, Shauna, Director, Institutional Planning Lavallee, Normand, Associate Vice-President, Financial Services MacLeod, Tracy, Chief Advancement Officer Piché, Michel, Interim Vice-President, Finance and Administration Rocca, Gina, Interim Executive Assistant St.Marseille, Nicole, Director, Campus Safety Tremblay-Croxall, Louise, Director, Planning & Budgeting Williams, Liliane, Interpreter</p>	<p><u>Voting Members Absent</u> Barry, Aaron Cameron, Vernon McCue, Meghan (GSA) Recollet, Angela</p> <p><u>Non-Voting Members Absent</u> Morin, Avery (SGA) Motamedi, Monica, CUPE</p>

CLOSED SESSION

The Chair of the Board of Governors (the “**Board**”), Mr. Jeff Bangs, called the meeting to order at 9:06 a.m. and confirmed quorum. Mr. Bangs opened the meeting by acknowledging the Robinson-Huron Treaty of 1850 and further recognized that Laurentian University is on the traditional lands of the Atikameksheng Anishnawbek.

CLOSED INFORMATION AND ACTION ITEMS

1. Adoption of the Closed Agenda

The Chair asked for a motion to approve the agenda of the closed session.

MOTION: Moved by Tammy Manitowabi and seconded by David Harquail.

That the Agenda be approved as presented.

Carried unanimously.

2. Declaration of Conflicts of Interest

The Chair invited members to declare any conflicts of interest relevant to the agenda and reminded Governors that at any time during the meeting proceedings they are respectfully encouraged to consider and raise any potential conflict which may arise during discussions. None were declared.

It was noted for the record by the Interim University Secretary that Mr. Harquail has previously disclosed a potential conflict he may have from time to time regarding discussions concerning the treatment of the University's endowment fund and/or deferred donor contributions.

3. Proposed Naming of Fellowship in Conservation Biology

The Chair invited Dr. Sheila Embleton, Interim President and Vice-Chancellor, to provide more information on this item. Dr. Embleton was joined by Tracy MacLeod, Chief Advancement Officer, and Dr. Tammy Eger, Vice-President Research. Ms. MacLeod provided context about the background of the proposal to have Laurentian establish a Research Fellowship in honour of Dr. Jane Goodall, named the Dr. Jane Goodall Research Fellowship in Conservation Biology. She also provided an overview of the structure of the funding and the benefits to Laurentian of implementing the proposed fellowship.

A resolution of the Board was not required to approve this fellowship. However, the governors were expressed their support of the proposal.

4. CCAA: Update on Transformation

The Chair invited Dr. Sheila Embleton, Interim President and Vice-Chancellor, to provide an update on this item. Dr. Embleton highlighted the next steps in the operational transformation process as well as the next steps with the selection of the consultant for the strategic planning process, and the timeline of the transformation and strategic planning work.

5. Approval: Consultant Agreement

The Chair invited Michel Piché, Interim Vice-President Finance and Administration, to provide further context on this item. Mr. Piché was joined by Dawne Jubb, Interim General Counsel, and Leanne Crouteau, Manager of Procurement. Mr. Piché highlighted the terms and agreement of the contract.

RESOLUTION: Moved by Tammy Manitowabi and seconded by David Harquail.

THAT the Board of Governors direct the University President and Vice-Chancellor and Vice-President of Finance and Administration (Interim) to formalize and execute the contract with Deloitte as the Project Management Consultant to develop Laurentian's detailed Transformation Plan and oversee the implementation of the Plan up to a maximum dollar value of \$1,599,200.00 (including Project Costs and Disbursements) before taxes.

Carried unanimously.

6. Legal Matters: Update

Dawne Jubb, Interim General Counsel, provided a verbal summary of key issues, projects, and legal matters that are currently within the legal department

7. Human Resources Update

a) Executive positions

The Chair invited invited Michel Piché, Interim Vice-President Finance and Administration, to provide an update on this matter. Mr. Piché provided a verbal update of some of the critical staffing requirements.

b) Academic positions

The Chair invited Dr. Brenda Brouwer, Interim Vice-President, Academic and Provost, to provide an update on this item. Dr. Brouwer gave an overview of the status on the current searches for faculty, deans, the university librarian, and the Associate Vice-President, Francophone Affairs. Dr. Sheila Embleton, Interim President and Vice-Chancellor, also provided a brief update on the various searches of senior leadership and management positions as well as the expected timeline these positions are to be filled.

OTHER BUSINESS

8. Other Business

The Chair in consultation with Mark Johnson, Interim University Secretary, confirmed there was no other business.

9. Adjournment of the closed session

Having exhausted the agenda, the closed session of the meeting of the Board of Governors was adjourned at 9:51 a.m.

PUBLIC SESSION

The Chair called the open session of the regular meeting of the Board of Governors to order at 10:30 a.m. and confirmed quorum. Mr. Bangs then opened the meeting by acknowledging the Robinson-Huron Treaty of 1850 and further recognized that Laurentian University is on the traditional lands of the Atikameksheng Anishnawbek.

INFORMATION SESSION

- A. Learning and Engagement Session:**
CROSH (Centre for Research in Occupational Safety and Health) “Looking Backward to Move Forward: CROSHing it since 2008 and into the future.”

The Chair invited Dr. Sandra Dorman, School of Kinesiology and Health Sciences, to provide a presentation on this item. Dr. Dorman provided a brief explanation about CROSH, its mandate, vision and values. She gave a brief overview of the Centre's partnerships, community outreach efforts, and the different areas of training provided to students and workplaces. She added that the Centre has awarded \$124,000.00 in scholarships to students and highlighted the different research projects and educational outreach completed by the Centre.

Dr. Dorman also gave an explanation about the CROSH workplace simulator and the types of research studies carried out at the facility that help with real world workplace problems.

She provided an overview of the strategic priorities for CROSH based on stakeholder feedback. Dr. Dorman noted these priorities align with Laurentian's strategic plan. As well, the Centre will be providing a series of training programs for occupational health professionals in the upcoming academic year.

ACTION ITEMS

1. Adoption of Agenda

The Chair asked for a motion to approve the agenda of the open session.

MOTION: Moved by David Harquail and seconded by Jim Gallagher.

That the agenda be approved as presented.

Carried unanimously.

2. Declaration of Conflicts of Interest

The Chair invited members to declare any conflicts of interest relevant to the agenda and reminded Governors that at any time during the meeting proceedings they are respectfully encouraged to consider and raise any potential conflict which may arise during discussions. None were declared.

It was noted for the record by the Interim University Secretary that Mr. Harquail has previously disclosed a potential conflict he may have from time to time regarding discussions concerning the treatment of the University's endowment fund and/or deferred donor contributions.

3. Unanimous Consent Agenda

The Chair asked for a motion to approve the consent agenda as presented in the Board materials, more particularly:

3.1. Items include the minutes of the regular meeting held February 17, 2023, and the special meetings held December 9, 2022, March 9, 2023, and April 11, 2023.

MOTION: Moved by David Harquail and seconded by André Guay.

That the items listed in the Unanimous Consent Agenda be approved or received for information.

Carried unanimously.

4. Business arising from minutes.

The Chair in consultation with the Interim University Secretary confirmed there was no business arising from the minutes.

5. President's Report

The Chair invited Dr. Sheila Embleton, Interim President and Vice-Chancellor, to present her report. Dr. Embleton began her presentation by recognizing today is the National Day of Mourning that recognizes workers who have been killed on the job. She briefly described its history, how it started in Sudbury and spread across Canada. Laurentian had its own commemoration services earlier in the day.

She noted that the contract for the transformation consultant has been signed and approved by the Board. Regarding the strategic planning consultant, the contract has been signed and the successful vendor was approved by the Ministry of Colleges and Universities.

She added there are various senior administrative searches underway. The Associate Vice-President, Human Resources and new Director, Labour Relations positions are filled. She highlighted some of the other senior leadership and management searches happening at the University.

Dr. Embleton praised the work of CROSH and the investment given to them from Ministry of Labour, Immigration, Training and Skills development of \$2.5 million and noted the work of graduate student research at Laurentian as outlined in her report in the materials provided.

6. Financial Update (Cash Flow, Financial Forecast, Enrolment Update, Planning Framework, Investment Returns, Pension and Endowment Fund)

Mr. Piché provided an overview of the financial results of the University, the official enrolment for fall and winter 2023, along with highlights of investment returns of the endowment funds and employee retirement funds as of the end of February 2023. In terms of the cash position, Laurentian had an operating cash balance of \$92.2 million and segregated funds totalling \$23.9 million. As of April 7, the University had an operating cash balance of just over \$108 million and segregated funds of \$24.4 million. The higher operating cash balances were the result of unplanned year-end grants from the Ministry, which included past year COVID funding. This amounted to \$11.7 million. In terms of cash position, Laurentian is continuing to do well.

He added Laurentian saw a reduction in total full-time equivalent enrolment for the 2022-2023 academic year, but this is 14% better than projected in the financial plan that was prepared during the CCAA process. Laurentian continues to see strong growth in enrolment in online degree programs, along with international students.

Mr. Piché highlighted the University's endowment fund, which totalled \$48.4 million by the end of February, and it continues to do well. He added the employee retirement fund data is produced on a quarterly basis and the numbers outlined in the report, which was included in the materials, are a partial reflection and are showing a positive return despite difficult market challenges.

7. Finance Committee Item

The Chair invited the Chair of the Finance Committee, David Harquail to provide further information on these items. Mr. Harquail noted the significance of these items due to this being the first time Laurentian has been able to prepare a budget post-CCAA.

7.1 Approval: Tuition Fees for Students 2023-2024

Michel Piché, Interim Vice-President, Finance and Administration, presented this item. On March 2, 2023, the Ministry of Colleges and Universities (MCU) issued its Tuition Fee Framework (TFF) for the 2023-24 academic year for domestic students in Ontario. The framework continues the tuition fee freeze for domestic students at 2022-23 levels and provides institutions the flexibility to increase tuition fees for domestic out-of-province students up to 5%. In addition, subject to the submission of an application and ministry approval, tuition fee increases over a multiyear timeframe will be permitted for certain programs with lower-than-sector-average tuition rates for comparable programs (applicable to first-year incoming students starting 2023-24).

From the previous year's framework, Laurentian implemented total increases of 6% for first- and second-year undergraduate out-of-province students. There were no tuition fee increases for the out-of-province graduate students. International tuition fees are not part of the TFF and are subject to market factors. In determining international fees, the University benchmarks fees from the Ontario university sector.

RESOLUTION: Moved by David Harquail and seconded by Laura Kurkimaki.

THAT the Board of Governors approve the 2023-24 non-Ontario domestic and international tuition fees and per credit tuition for Master's programs as recommended by the Finance Committee and as presented at its meeting of April 28, 2023.

Carried unanimously.

7.2 Approval: Administrative Fees 2023-2024

Michel Piché, Interim Vice-President, Finance and Administration, presented this item. He stated that university students in Ontario are charged a combination of tuition fees, ancillary fees, and compulsory fees which follow the Provincial Ancillary Fee Classification Framework. In addition, the University has a number of administrative fees which are approved annually by the Board of Governors. Administrative fees are based upon services provided by the University. Mr. Piché stated that Laurentian maintained for the Spring/Summer term of 2023-2024 the same administrative fees as 2022-2023. The proposed fees would be implemented for the Fall/Winter term of 2023-2024. Laurentian is proposing an overall fee increase of 3% in administrative fees. This will amount to approximately \$225,000.

RESOLUTION: Moved by David Harquail and seconded by Jim Gallagher.

That the Board of Governors approve Laurentian's 2023-24 Student Administrative Fees as recommended by the Finance Committee and as presented at its meeting of April 28, 2023.

Carried unanimously.

7.3 Approval: Ancillary Fees 2023-2024

Michel Piché, Interim Vice-President, Finance and Administration, presented this item. Laurentian collects compulsory fees from students to support ancillary student services such as athletics,

recreation and mental health. In addition to the funds collected for Laurentian initiatives, each student association charges for services such as health and dental plans, UPass, and food banks.

The ancillary fees collected by the University are estimated at \$3.0 million annually. The total change in student ancillary fees from 2022-23 represents a decrease of approximately \$140,000, with the major changes coming from the elimination of the \$45 Student Recreation Centre Fee, totalling \$218,000 and offset by a 10% increase in Recreation Programming and Athletic Fee, worth \$77,000. These increases will help improve the quality of the University's recreational and varsity programs.

A discussion ensued regarding access copyright fees that were suspended. There is no signed new agreement. Mr. Piché explained it is being discussed and there has been no answer yet. Further follow up will be required.

RESOLUTION: Moved by David Harquail and seconded by Tammy Manitowabi.

That the Board of Governors approve Laurentian's 2023-24 Ancillary Fees and Budget as recommended by the Finance Committee and as presented at its meeting of April 28, 2023.

Carried unanimously.

7.4 Approval: Operating and Capital Budgets 2023-2024

Michel Piché, Interim Vice-President, Finance and Administration, presented this item. He noted that this is the first budget to be prepared since the start of the CCAA process. Following emergence from CCAA, Laurentian resumed planning and budgeting discussions with managers. This process began in the fall of 2022, with input from the Board of Governors and discussions with faculty and staff about priorities and financial pressures. He noted that these discussions were influenced in part by the CCAA Exit Loan Agreement, which contain specific reporting requirements and financial restrictions. The Consolidated 2023-24 Budget presented to the Board includes operating, ancillary, capital, and research activities, and was prepared with the goal of stabilizing the University's operations (following CCAA exit) and to address immediate capacity challenge.

In addition to the Consolidated Budget, the University is also providing an Operating Budget, which is prepared on a different basis than for financial statement reporting for not-for-profit organizations (accrual basis). The major differences relate to the consolidation of related party operations and recognition of certain transactions.

Mr. Fabric Colin, LUFA representative, commented about LUFA's desire to have had greater consultation and the budget's lack of addressing faculty concerns. He reminded Board members of the sacrifices that faculty made under the CCAA process.

RESOLUTION: Moved by David Harquail and seconded by Vernon Cameron.

THAT the Board of Governors approve the 2023-24 Operating and Capital Budget as recommended by the Finance Committee and as presented at its meeting of April 28, 2023.

Carried unanimously.

8. OTHER ITEMS

8.1 Equity, Diversity, and Human Rights Office Report 2022

The Chair invited Jennifer Dowdall and Shannon Goffin, the Co-Directors, Equity, Diversity and Human Rights Office, to provide a summary of the annual report of the services provided during 2021-2022 fiscal year. They provided a brief overview of the services offered at EDHRO. They added the report provides information by anonymized statistics through case contacts with the Office along with resolution services under the policies that the Office administers. It also highlights community and educational engagement initiatives.

They stated that the Office experienced the highest number of case contacts during the 2021-22 fiscal year and explained some of the reasons why this was the case. They also noted the Office also breaks down the constituency groups that are accessing the services. Students have consistently been and continue to be the largest constituency group accessing the services followed by leadership/personnel group.

Ms. Dowdall noted through education and training the Office tries to capture certain groups on campus for mandatory training, such as all students. The Office also makes training and education sessions available to the community and provides specific training as requested from a department.

8.2 Occupational Health and Safety Report 2022

The Chair invited Michel Piché, Interim Vice-President and Administration, to introduce this item. Mr. Piché was joined by Gail Cowper-Benoit, Health and Safety Manager, to present the report. Ms. Cowper-Benoit noted some statistics. The number of injuries reported has decreased over the past couple of years, mostly due to campus being closed because of COVID-19. However, they are rising again but there are no lost time injuries. Laurentian is on the low end of injury rates compared to other universities. She attributed this to Laurentian not having food services or custodial services as part of WSIB.

In 2022 when staff and faculty returned to campus, everyone was required to do a mandatory training and review different policies. She added part-time staff are lagging in completing the necessary training, but they continue to find ways to ensure they receive the required training.

Ms. Cowper-Benoit highlighted some of the things they are working on, such as developing a wellness promotion committee that focuses on the well-being of workers, both at the workplace and at home. This year the Joint Health and Safety Committee is in its infancy of developing what safety initiatives to implement. A survey was sent out to determine what programs to focus on to improve safety at Laurentian.

Summary of Information Reports by Board Standing Committees

8.3 Audit Committee Report

8.4 Executive Committee Report

8.5 Finance Committee Report

8.6 Joint Committee on Bilingualism Report

8.7 Nominating Committee Report

8.8 Property Development and Planning Committee Report

8.9 Chair's Items

The Chair invited Mark Johnson, Interim University Secretary, to present these reports. He explained they briefly summarize information items presented at each Committee meeting but that do not move up to the Board for review or approval. Providing these reports are important for transparency reasons as they demonstrate what the Committee discusses. If a Governor wishes to probe further, there is an opportunity to do so.

9. OTHER BUSINESS

The Chair, in consultation with Mark Johnson, Interim University Secretary, advised there was no other business.

10. IN CAMERA DISCUSSION

The Board of Governors then proceeded with their *in camera* discussion.

11. ADJOURNMENT

Having exhausted the items on the agenda Mr. Jeff Bangs, Chair adjourned the meeting 1:00 pm.

Mark Johnson, Interim University Secretary

BOARD OF GOVERNORS

Minutes of the Electronic Vote of May 15, 2023

Voting Members who participated in vote	Voting Members who did not participate in vote
Bangs, Jeff, <i>Chair</i> Barry, Aaron Cameron, Vernon Embleton, Sheila, Interim President & Vice-Chancellor Gallagher, James Guay, André Harquail, David Kurkimaki, Laura Manitowabi, Tammy McCue, Meghan Recollet, Angela Sbaa, Nawfal	None

CLOSED ACTION ITEM

Request for confirmation and approval of Danielle Vincent as University Secretary.

BE IT RESOLVED,

that the Board of Governors appoint Danielle Vincent as University Secretary of Laurentian University.

Carried (12 votes in favour)

Mark Johnson, Interim University Secretary



BOARD OF GOVERNORS

Minutes of the Electronic Vote of May 18, 2023

Voting Members who participated in vote	Voting Members who did not participate in vote
Bangs, Jeff, Chair Barry, Aaron Cameron, Vernon Embleton, Sheila, Interim President & Vice-Chancellor Gallagher, James Guay, André Harquail, David Manitowabi, Tammy McCue, Meghan	Kurkimaki, Laura Recollet, Angela Sbaa, Nawfal

CLOSED ACTION ITEM

Request for confirmation and approval of Dr. Jennifer Johnson as Dean, Faculty of Arts.

BE IT RESOLVED,

that the Board of Governors approve the appointment of Dr. Jennifer Johnson as Dean, Faculty of Arts effective July 1, 2023 for a five year period, as recommended by the Selection Committee.

Carried (9 votes in favour)

Mark Johnson, Interim University Secretary



BOARD EXECUTIVE SUMMARY

Board of Governors

Agenda Title	Appointment of Research Ethics Board Chair, Vice-Chair and Members
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Date:	June 16, 2023
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Agenda Item Number:	3.2
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Open/closed session:	OPEN
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Action Requested	<input checked="" type="checkbox"/> For Approval <input type="checkbox"/> For Information
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Proposed by:	Tammy Eger, Vice-President Research
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Presenter(s):	Tammy Eger, Vice-President Research
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1. PURPOSE

MEMBERSHIP APPOINTMENT/RENEWAL

To seek Board of Governor’s approval of the appointment of the Laurentian University Research Ethics Board’s (LUREB) Chair, LUREB Vice Chair and approval of the appointment of members to the LUREB.

2. SYNOPSIS

The LUREB is responsible for protecting the rights and promoting the safety and well-being of all research participants by ensuring that all research projects are evaluated based on factors related to participant autonomy, welfare, and justice. To ensure compliance and responsible conduct in research, the LUREB endorses and applies the *Tri Council Policy Statement: Ethical Conduct for Research Involving Humans (TCPS 2, 2018)* as a guide throughout the review process.

The work of the LUREB is overseen by a Chair (Vice-Chair in their absence) and conducted by members who typically are appointed for a 3-year term.

The Vice-President-Research assists with the recruitment of a Chair with the LUREB recommending the individual to the REB Liaison Committee for approval. Dr. Sandra Hoy is put forward for approval as the Chair of the LUREB (See Appendix A for her background and motion to approve). The Vice-Chair is also endorsed by the LUREB and recommended to the REB-LC for approval (**See Appendix A** for her background and motion to approve).

The LUREB committee receives names of new members for consideration. The REB reviews the backgrounds of the proposed members and approves them to serve as a member of the REB. These new members are presented to the REB-LC to consider for a 3-year term appointment. The names and expertise of the new REB members for appointment, along with motions to support their approval can be found in **Appendix B**.

3. RESOLUTIONS (A) and (B) TO CONSIDER:

(A) BE IT RESOLVED,

THAT the Board of Governors approve SANDRA HOY as Chair and SUSAN JAMES as Vice-Chair of the Laurentian University Research Ethics Board, as recommended by the Research Ethics Board Liaison Committee for a period of three (3) years, as of July 1, 2023, and as presented at its meeting of June 16, 2023.

(B) THAT the Board of Governors approve the appointments and renewals of JEANETTE LINDENBACH, YOVITA GWEKWERERE, KRISTA CURRIE, ALAIN SIMARD SUSAN BOYKO, LISA ALLEN, and LORI RIETZE, to the Laurentian University Research Ethics Board for a period of three years, as of the date of the (LUREB) meeting at which the vote occurred, as recommended by the Research Ethics Board Liaison Committee, and as presented at its meeting of June 16, 2023.

4. RISK ANALYSIS

The appointment of the Chair and Vice-Chair of the REB and members of the REB committee are approved by the Board of Governor's REB Liaison Committee. Approval of the Chair, Vice-Chair and members is important for the REB committee to continue to function.

Please note below the specific institutional risk(s) this proposal is addressing.	
<input type="checkbox"/> Enrolment Management	<input type="checkbox"/> Relationship with Stakeholders
<input type="checkbox"/> Faculty and Staff	<input type="checkbox"/> Reputation
<input type="checkbox"/> Funding and Resource Management	<input checked="" type="checkbox"/> Research Enterprise
<input type="checkbox"/> IT Services, Software and Hardware	<input checked="" type="checkbox"/> Safety
<input type="checkbox"/> Leadership and Change	<input type="checkbox"/> Student Success
<input type="checkbox"/> Physical Infrastructure	

5. RECOMMENDATIONS

That the REB Liaison Committee **approves the appointment of the REB Chair and Vice-Chair (Appendix A) and members of the REB committee (Appendix B).**

A Background/Issue Description

The LUREB applies the highest ethical standards in its review of all research involving human participants in accordance with Tri-Council Policies. The primary objective of the LUREB is protecting the rights and promoting the safety and well-being of all research participants by ensuring that all research projects are evaluated based on factors related to participant autonomy, welfare and justice. To ensure compliance and responsible conduct in research, the LUREB endorses and applies the *Tri Council Policy Statement: Ethical Conduct for Research Involving Humans (TCPS 2, 2018)* as a guide throughout the review process.

The LUREB is led by a Chair (and Vice-Chair in their absence). The Chair of the REB is selected by the Vice-President Research with their selection endorsed by the LUREB and approved by the REB liaison committee. Dr. Sandra Hoy is put forward as the Chair of the REB. Her background can be found in Appendix A. The LUREB selects a Vice-Chair from its members and has endorsed Dr. Susan James. Dr. James's background can be found in Appendix A.

Current members of the REB are listed in Table 1. Members presented to the REB-LC to approve their appointment are listed in Appendix B with additional information on their expertise.

B Recommendation

Approve the appointment of the Chair and Vice-Chair of the REB (Appendix A) and members of the REB committee listed in Appendix B.

TABLE 1: LUREB MEMBERS 2022-2023

<u>NAME</u>	<u>TITLE</u>	<u>AFFILIATION</u>
Allen, Lisa	Community Member	PhD Biomolecular Science, Muskoka Algonquin Healthcare (Huntsville Physicians, South Muskoka and Parry Sound Local Education Groups Research Coordinator)
Boyko, Susan	Chair	MRT(T), MEd, PhD; Assistant Professor, Northern Ontario School of Medicine U
Carriere, Lise	Ex-Officio Member	ORS
Currie, Krista	Member	Lecturer, School of Natural Sciences
Gwekwerere, Yovita	Member	Associate Professor in the English School of Education
Hoy, Sandra	Chair	Associate Professor, School of Social Work
James, Susan	Vice-Chair	Professor Emerita
Lindenbach, Jeannette	Member	Professeur agregee, Ecole des sciences infirmieres
Rietze, Lori	Member	Assistant Professor, School of Nursing
Simard, Alain	Member	Associate Professor, Medical Sciences Division, NOSM University
Timony, Patrick	Member	Centre for Rural and Northern Health Research
Tufford, Lea	Member	Social Work

C Risks including legislative compliance

N/A

D **Financial Implications (where applicable):**

N/A

E **Benefits**

- Confirming the appointment of the Chair and Vice-Chair of the REB and members of the REB committee will enable LUREB to continue to do its important work.

F **Consultations**

- Research Ethics Board Liaison Committee on May 25, 2023

G **Next Steps**

- The Chair and Vice-Chair of the REB and new members will continue to do their work.

H **Appendices**

- **Appendix A:** Background and Motion to Approve the Chair and Vice-Chair
- **Appendix B:** REB committee members and areas of expertise and Motions to approve

Re: Appointment of Chair and Vice-Chair to the Laurentian University Research Ethics Board (LUREB)

As Presented to the Board of Governors at its Meeting of June 16, 2023

WHEREAS the Laurentian University Research Ethics Board (LUREB), at its meeting of May 6, 2022, has recommended the approval of **SANDRA HOY**, whose background and area of expertise is outlined below, as Chair of the LUREB for a 3-year period as of July 1, 2022;

1. **SANDRA HOY**: Assistant Professor, School of Social Work, Laurentian University.

Areas of expertise: community research partnerships, marginalized populations, qualitative methods, and program evaluation. Has served on the LUREB since 2017, was a REB member at another institution since 2009 and has completed the Tri-Agency TCPS2: CORE (Course on Research Ethics) certificate.

AND WHEREAS the Laurentian University Research Ethics Board (LUREB), at May 6, 2022, has recommended the approval or **SUSAN JAMES**, whose background and area of expertise is outlined below, as Vice-Chair of the LUREB for a 3-year period as of July 1, 2022;

1. **SUSAN JAMES**: Professor Emerita

Area of expertise: an experienced member of the LUREB and Chair from 2011 to 2014, research ethics, practice ethics, women's health, and qualitative research methods.

AND WHEREAS according to the Terms of Reference of the LUREB, its membership requires the approval of the Board of Governors;

AND WHEREAS at its meeting of May 25, 2023, the Research Ethics Board Liaison Committee considered the appointment of SANDRA HOY, as the Chair of the Laurentian University Research Ethics Board and SUSAN JAMES, as the Vice-Chair of the Laurentian University Research Ethics Board;

BE IT RESOLVED,

THAT the Board of Governors approve SANDRA HOY as Chair and SUSAN JAMES as Vice-Chair of the Laurentian University Research Ethics Board, as recommended by the Research Ethics Board Liaison Committee for a period of three (3) years, as of July 1, 2023, and as presented at its meeting of June 16, 2023.

***Re: Appointment of proposed new members and renewals for the Laurentian University
Research Ethics Board
As Presented to the Board of Governors at its Meeting of June 16, 2023***

WHEREAS the Laurentian University Research Ethics Board has recommended the approval of

JEANETTE LINDENBACH, at its meeting of January 14, 2022, as well as, **YOVITA GWEKWERERE** and **KRISTA CURRIE**, at its meeting of September 16, 2022, whose backgrounds and areas of expertise are outlined below, as new members of the LUREB for a period of three years, and;

1. JEANNETTE LINDENBACH: Associate Professor, School of Nursing

Areas of expertise: at risk populations, qualitative methods, community health services, gerontology, sensitive research, francophone health, health care providers. Fluently bilingual. Has completed the Tri Agency TCPS2: CORE (Course on Research Ethics) certificate.

2. YOVITA GWEKWERERE: Associate Professor, English School of Education

Areas of expertise: qualitative and mixed methods; using case studies, interviews, surveys, focus groups, observation, and secondary data analysis. She has collaborated on international education, and interdisciplinary research studies in Professional Education and French as a Second Language Science Education. She completed the Tri-Agency TCPS2: CORE (Course on Research Ethics) certificate.

3. KRISTA CURRIE: Lecturer, School of Natural Sciences

Areas of expertise: Expert in forensic DNA identification and the analysis of biological evidence with 12 years of professional experience within the Department of Forensic Biology at the New York City Office of Chief Medical Examiner; experience in quantitative and qualitative research methods; population-based research; secondary data analysis; has completed the Tri Agency TCPS2: CORE (Course on Research Ethics) certificate.

AND WHEREAS the Laurentian University Research Ethics Board has recommended the renewal of **ALAIN SIMARD** and **SUSAN BOYKO**, at its meeting of November 5, 2021, as well as **LISA ALLEN** and **LORI RIETZE** at its meeting of May 5, 2023 whose backgrounds and areas of expertise are outlined below, as members of the LUREB for a period of three years;

1. ALAIN SIMARD: Associate Professor, Medical Sciences Division, NOSM University

Areas of expertise: expertise in basic science research methods; clinical science research methods; francophone populations. Fluently bilingual. Has completed the Tri Agency TCPS2: CORE (Course on Research Ethics) certificate.

2. SUSAN BOYKO: MRT(T), MEd, PhD; Assistant Professor, Northern Ontario School of Medicine

Areas of expertise: Quantitative, Qualitative and Mixed Methods Research, Program Evaluation, Research Ethics, Privacy of Personal Health Information (PHI), Patient, Student and Healthcare Professional Education. Has completed the Tri Agency TCPS2: CORE (Course on Research Ethics) certificate.

3. **LISA ALLEN:** PhD Biomolecular Science, Muskoka Algonquin Healthcare (Huntsville Physicians, South Muskoka and Parry Sound Local Education Groups Research Coordinator)

Areas of expertise: research administration, research methodology, clinical rural research, immunology, oncology, intracellular signalling.

4. **LORI RIETZE:** Assistant Professor, School of Nursing

Areas of expertise: ethnography, acute care nursing, advance care planning, organizational culture, workplace culture, palliative care.

AND WHEREAS according to the Terms of Reference of the LUREB, its membership requires the approval of the Board of Governors;

AND WHEREAS at its meeting of May 25, 2023, the Research Ethics Board Liaison Committee considered the appointments and renewals of JEANETTE LINDENBACH, YOVITA GWEKWERERE, KRISTA CURRIE, ALAIN SIMARD, SUSAN BOYKO, LISA ALLEN and LORI RIETZE, to the Laurentian University Research Ethics Board;

BE IT RESOLVED,

THAT the Board of Governors approve the appointments and renewals of JEANETTE LINDENBACH, YOVITA GWEKWERERE, KRISTA CURRIE, ALAIN SIMARD SUSAN BOYKO, LISA ALLEN, and LORI RIETZE, to the Laurentian University Research Ethics Board for a period of three years, as of the date of the (LUREB) meeting at which the vote occurred, as recommended by the Research Ethics Board Liaison Committee, and as presented at its meeting of June 16, 2023.



Board of Governors

Agenda Title	Appointments to Laurentian University Selection Committees
Date:	June 16, 2023
Agenda Item Number:	3.3
Open/closed session:	OPEN
Action Requested	<input checked="" type="checkbox"/> For Approval <input type="checkbox"/> For Information
Proposed by:	Board Nominating Committee
Presenter(s):	- Laura Kurkimaki, Nominating Committee Chair - Mark Johnson, Interim Secretary

1. PURPOSE

To appoint two members of the Board of Governors to serve on *two* Laurentian University Selection Committees chaired by the Provost and Vice-President (Academic) in accordance with the University's *Procedures for the Evaluation and Selection of Senior Academic Administrators (Section 5.1)*:

1. Selection Committee for the appointment of the Dean, Faculty of Management
2. Selection Committee for the appointment of the University Librarian

2. SYNOPSIS

Both senior academic administrative positions report to the Provost and Vice-President, Academic. In keeping with university recruitment procedures as approved by the Board of Governors at its meeting of June 15, 2013, Provost, Dr. Brenda Brouwer has recently initiated two respective search processes to recruit permanent incumbents.

3. RESOLUTIONS TO CONSIDER:

BE IT RESOLVED,

- (a) THAT the Board of Governors approve the appointments of David Harquail and Vernon Cameron, as recommended by the Nominating Committee to the 2023 Selection Committee for the Dean of the Faculty of Management.
- (b) THAT the Board of Governors approve the appointment of Laura Kurkimaki, as recommended by the Nominating Committee to the 2023 Selection Committee for the University Librarian.

4. ANALYSIS

Please note below the specific institutional risk(s) this proposal is addressing.	
<input type="checkbox"/> Enrolment Management <input type="checkbox"/> Faculty and Staff <input type="checkbox"/> Funding and Resource Management <input type="checkbox"/> IT Services, Software and Hardware <input checked="" type="checkbox"/> Leadership and Change <input type="checkbox"/> Physical Infrastructure	<input type="checkbox"/> Relationship with Stakeholders <input type="checkbox"/> Reputation <input type="checkbox"/> Research Enterprise <input type="checkbox"/> Safety <input type="checkbox"/> Student Success

5. ALIGNMENT WITH STRATEGIC OBJECTIVE

- University's Procedures for the Evaluation and Selection of Senior Academic Administrators
- University Strategic Plan

A Consultations

- University's *Procedures for the Evaluation and Selection of Senior Academic Administrators* (Section 5.2):

[...] Except for the procedures and requirements set out in this policy, the Search Committee shall determine its own procedures. In establishing these procedures, the Committee shall give careful consideration to the need to communicate with the community on the process and any additional procedures they may establish. Members of the Committee shall sit as individuals and not as delegates or representatives of any group.

- Office of the Provost and Vice-President, Academic
- Board Nominating Committee for recommendation, June 7, 2023

C Next Steps

- Detailed search activity will get underway once the Senate-appointed and Board-appointed members are identified and committee compositions are appropriately populated.

D. Appendices

- [*Procedures for the Evaluation and Selection of Senior Academic Administrators*](#)

President's Report to Senate May 2023

After two months of zoom-only Senate meetings, we are now back to in person meetings, but unfortunately, I myself have to be at an in-person COU meeting this morning in Toronto. So unfortunately, I need to join you still by zoom. I hope everybody has managed to find some time to be outside in the beautiful warm weather. To me it was amazing just how quickly everything changed, how suddenly the green has reappeared on the trees... and how suddenly my office in the Parker Building became a bit too warm.

Some updates, trying not to repeat more than necessary...

Operational Transformation

The contract with Deloitte was approved by Board and was signed. Some work has already begun, the consultants have been on campus as well as having some other meetings online, the Transformation Consulting Group had its first meeting May 11 but didn't finish its agenda and has several urgent matters to attend to, so will be meeting again as soon as possible.

Strategic planning

All the various approvals have now taken place, and you may have seen the announcement that StrategyCorp is the successful vendor. Consultations and discussions will begin very shortly. The Indigenous Programs team met recently to create a strategic plan for Indigenous programs. The team feels this plan will assist in including Indigenous in the planning moving forward.

Both of these exercises are at a very fast pace, mandated to be so, and unfortunately there is nothing we can do about this. As I've said before in various venues, Universities normally take a full year or even a bit more to do a new Strategic Plan. We have 6 months. And ours is probably a larger exercise, given all that has happened, than any other university's plan. The one thing that I do not want to see sacrificed though is the breadth of the consultation, so we will all be working hard to make sure there are many venues and a variety of means for you to have input.

Board

I wanted to update you too on various Board related matters. As you know, the past year or so has seen much turnover on the Board. One new member has joined recently, Jim Gallagher, and there are three more in the pipeline via the LGIC process (Lieutenant Governor in Council) through the Province. I will also remind you that on January 27, a letter was sent jointly from the Board Chair and the Presidents of LUSU and LUFA to the Minister of Colleges and Universities, asking for two representatives from LUFA and one from LUSU to be added as voting members of the Board. We meet with the Ministry (not the Minister) every two weeks, and we ask, but there is no word on this yet. The Board will be holding its first in-person meeting in several years on June 16, and on June 15 there are various events planned, as well as some training/educational events, one on the Robinson-Huron Treaty (led by our AVP Academic and Indigenous Affairs Dominic Beaudry) and a 2 hour governance workshop (led by governance expert Richard Leblanc). The Board has also started to consider its committee structure, as there are many committees with lots of seats and yet a much smaller board (quite apart from current vacancies)

to fill all these slots, plus there is considerable overlap between some committees. No conclusions yet.

Update on senior administrative searches

I mentioned at the last meeting that an AVP HR had been hired, to replace Cindy Cacciotti, who left. Shelley Carpenter-Wright will join us on June 5, from her current role as Director of Human Resources for Health Sciences North. You will have seen the announcement that Céleste Boyer will be coming back to Laurentian, after some time at Canada Post, as General Counsel, on June 12. In the VP Finance & Administration search, the ad has been circulating for about a month, and we will begin review of applications soon. The Provost and VP Academic search has had its first meeting, as has the AVP Francophone Affairs. The Presidential Search is not one that I am fully au courant with, but they have met several times and are in their consultation phase. You will learn more about the Dean of Arts search later in this meeting. The searches for Dean of Education & Health, the University Librarian, and the Dean of Management are all at various preliminary stages, and any updates there will have to come from Provost Brouwer. The Associate University Secretary and the Legal Counsel searches will resume shortly. An offer is out to a University Secretary.

Budget and planning

Since the last Senate meeting on April 21, the Budget passed Board on April 28, and we held the fourth budget planning meeting also on April 28, in the afternoon. The rollout to each individual budget unit is now largely complete, and some hirings (and in some cases recalls) have begun. A townhall where budget was a significant topic was held on May 10.

Enrolments

Looking into the early signs of our Fall Entry 2023 application cycle, there is reason for cautious optimism as we see the number of domestic applicants stable relative to previous years. We are also seeing growth in the number of international applicants. While this international activity has significantly increased, it has a low conversion rate as our international applicants face additional barriers to attend university. As for actual enrolments, we won't have an indication of how many returning students we will have until fall registration opens, typically in mid-June. The OUAC (Ontario Universities Application Centre deadline for 101s (code for those applying directly to university from an Ontario high school) is June 1, so these next couple of weeks are the peak time for what is called conversion, and I know many of you are making efforts towards that. These domestic high school students are a very important pool for us, a key indicator of our local reputation and our overall enrolment health. So please do anything you can to help.

Convocation

Convocation begins on the afternoon of Tuesday, May 30, and continues with two convocations per day for the rest of the week, for a total of seven. It's never too early to start to think about October convocation, and I have some hope that by then we can resume bestowing some honorary doctorates, and maybe also install a new Chancellor. You will hear more about that likely at June Senate, together with a call for nominations/suggestions for honorary degrees and the position of Chancellor.

The **McEwen School of Architecture** is proud to announce its first ever [Archi-North Architecture Summer Camps](#), a uniquely bilingual, tricultural, in-person architecture summer camp, open to high school students over the age of 16 who are entering into Grades 11 and 12 in September. Camps will be offered in two in-person sessions: July 17 – July 21 (English) and July 24 – July 28 (French). With instruction from faculty and recent graduates, Archi-North offers an introductory experience in drafting and drawing, architectural design, physical model making, and digital software. Each week-long session will consist of a broad introduction into the architectural process and design thinking in an academic and design-oriented environment, and will end with an exhibition of the week’s work for viewing by family and the community. Archi-North offers a pre-university experience that makes architectural education more accessible and more affordable to communities across Northern Ontario.

The Centre for Research in Occupational Safety and Health (CROSH) and the Sudbury and District Labour Council hosted the **Day of Mourning** ceremonies, honouring those who have been killed, injured, or become ill in the course of their work, on campus on April 28. It is noteworthy that this annual remembrance actually began in Sudbury and Elliot Lake, in the early 1980s, and has now spread (under different names) to over 100 countries.

New provincial funding from **Intellectual Property Ontario (IPON)** will grow intellectual property literacy across Northern and rural areas of Ontario, fostering the creation of a Northern and rural innovation cluster focused on critical minerals, cleantech, and battery electric technologies. Led by Laurentian, the partnership includes Lakehead, Trent, and Nipissing and will provide \$294,000 for the one-year pilot project. This will support the hiring of a shared Industry Liaison Officer to leverage IPON’s educational and commercialization resources to augment intellectual property literacy, improve connectivity between stakeholders, and facilitate economic development through industry and academic collaboration in research and innovation. The initiative aligns with Ontario’s Critical Minerals Strategy, linking research and commercialization expertise at post-secondary institutions with industry and innovation ecosystem partners to accelerate the development and adoption of new technologies.

The **Harquail School of Earth Sciences** will host the Annual Meeting of Geological Association of Canada, Mineralogical Association of Canada, and the Society for Geology Applied to Mineral Deposits (**GAC-MAC-SGA**), May 23-31, with the theme “Discovering Ancient to Modern Earth”. Over 500 geologists from around the world, from over a dozen countries, will participate. You can learn more here [Laurentian University | Geologists “Discovering Ancient to Modern Earth”](#).

ACFAS Nouvel Ontario hosted **Ma thèse en 180 secondes**, and first place winner Rosanne Parent represented Laurentian at ACFAS in Montreal on May 10. Her topic was “Représentations de la culture nordique aux sites publics en Angleterre, en France et au Canada”. By now we must know the result, but I haven’t heard yet and couldn’t find it on the web yet when I was writing this.

And in place of the formerly routine health announcement about covid, let me instead point to **Summer Boost**, every Wednesday 12-2 in Founders Square. This is a BBQ (Chartwells), along with a musician and yard games, brought to you by the Peer Wellness Program.

Board of Governors

Financial Update



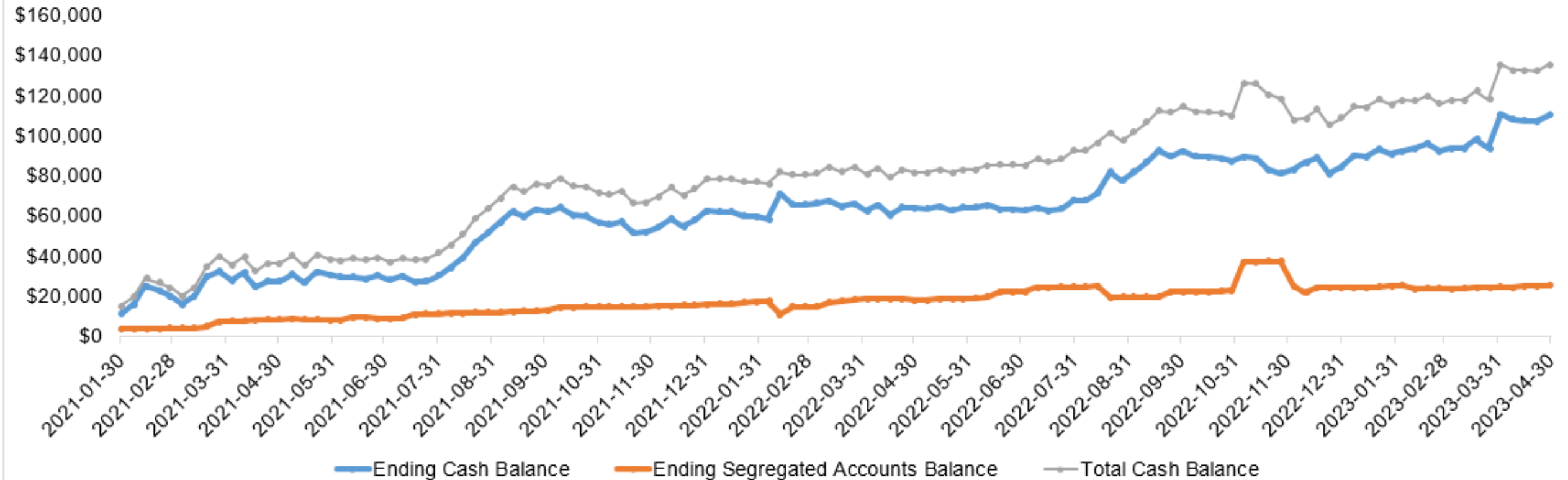
Laurentian University

Université Laurentienne

June 2023

LAURENTIAN CASH BALANCES JANUARY 2021 TO APRIL 2023 (\$'000)

Weekly Cash Flow Actual
January 2021 to April 2023
\$'000



CASH FLOW FORECAST MAY 2023 TO APRIL 2024 (\$000)



	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Receipts	15,157	13,296	12,333	25,498	27,897	13,241	16,632	15,144	23,763	15,171	13,478	12,394
Operating Disbursements	11,062	13,682	14,488	11,062	14,042	14,803	23,455	15,756	13,351	11,506	14,720	13,276
Net Operating Cash Flow	4,095	386	2,155	16,031	13,855	1,562	6,823	612	10,412	3,665	1,242	882
Non-Operating Receipts/Disbursements	2,330	1,614	1,864	1,864	2,014	2,014	1,814	1,644	1,354	1,504	1,104	4,793
Net Cash Receipts/Disbursements	1,765	2,000	4,019	14,167	11,841	3,576	8,637	2,256	9,058	2,161	2,346	5,675
Ending cash balance**	112,154	110,154	106,135	120,302	132,143	128,567	119,930	117,673	126,731	128,892	126,546	120,870
DIP Financing	34,408	34,408	34,408	34,408	34,408	34,408	34,408	34,408	34,408	34,408	34,408	32,942
Available Liquidity	112,154	110,154	106,135	120,302	132,143	128,567	119,930	117,673	126,731	128,892	126,546	120,870
Endowment Fund Balance	61,744	61,744	61,744	61,744	61,744	61,744	61,744	61,744	61,744	61,744	61,744	61,744
Segregated Accounts Balance	22,294	23,739	24,614	21,074	21,985	22,390	19,063	19,801	20,324	17,464	18,340	18,927

** Excludes Segregated Accounts Balance

CASH FLOW REPORT

2022-23

(\$000)

	FORECAST	ACTUAL	VARIANCE
Receipts	168,421	214,627	46,206
Operating Disbursements	156,420	153,675	2,745
Net Operating Cash Flow	12,002	60,952	48,950
Non-Operating Receipts/Disbursements	22,935	14,558	8,377
Net Cash Receipts	10,933	46,395	57,328
Ending Cash Balance**	53,061	110,389	57,328
DIP Financing	35,000	35,000	
Available Liquidity	53,061	110,389	57,328
Endowment Fund Balance	48,824	50,274	1,450
Segregated Accounts Balance	4,921	25,289	20,368

** Excludes Segregated Accounts Balance

2023-24 Planned Enrolment Estimates

Fall FTE Enrolment*			Historic Enrolments			2023-24 Planned Enrolments				
Immigration Status	Academic Level	Admit Type				YR 1	YR 2	YR 3	YR 4	YR 5
			2020	2021	2022	2023	2024	2025	2026	2027
Domestic	Undergraduate	New	1,765	1,195	1,176	1,086	1,125	1,227	1,360	1,360
		Returning	4,165	3,763	3,457	3,187	3,140	3,019	3,023	3,023
		Total	5,930	4,959	4,633	4,273	4,265	4,246	4,383	4,383
	Graduate	New	265	159	210	220	183	220	263	263
		Returning	373	395	331	341	374	367	394	394
		Total	638	554	542	561	557	587	657	657
Total			6,568	5,513	5,175	4,834	4,822	4,833	5,040	5,040
International	Undergraduate	New	99	60	54	75	55	60	70	70
		Returning	231	230	185	154	155	157	162	162
		Total	330	290	239	229	210	217	232	232
	Graduate	New	56	46	155	209	50	63	81	81
		Returning	136	147	161	346	478	424	391	391
		Total	192	193	316	555	528	487	472	472
Total			521	483	555	784	738	704	704	704
Grand Total			7,090	5,995	5,729	5,618	5,560	5,537	5,744	5,744

*total may not add up due rounding and aggregation at a higher level

2023 Fall Admission Trends

Active Confirmants by Immigration Status & Application Type

Data Capture: May 3rd, 2023 comparing May 1st of each year



Laurentian University
Université Laurentienne

Immigration Status	Academic Level	Application Type	2022F	2023F	Delta YoY
Domestic	UG	101s	286	311	9%
		105s	347	348	0%
		205s	44	33	-25%
		Total	677	692	2%
	Master's - Maîtrise & GR		174	183	5%
	PhD		9	10	11%
	Total		860	884	3%
International	UG	101s	9	6	-33%
		105s	276	888	222%
		205s	1	0	-100%
		Total	286	894	213%
	Master's - Maîtrise & GR		302	1,232	308%
	PhD		12	3	-75%
	Total		600	2129	255%
Grand Total			1,460	3,013	106%

- Domestic confirmants are slightly ahead of the same time last year. **June 1st** is the earliest date a 101 Ontario high school student may be required to confirm their intent to register and give a financial commitment. We are mid to late cycle for the domestic 101 and 205 confirmations and mid-cycle for the 105s, GR & International confirmants, which **do not have a deadline**.
- **The growth in admissions is predominantly as a result of international activity.** While this activity is significantly increased, it has a low conversion rate. Last year, for 2022F:
 - 7% of the International 105 confirmants registered
 - 28% of the International GR confirmants registered
- **It is important to note, not all confirmants will in fact register.**
- **At this time of year, we are only able to track new incoming students in the admission trends. More than ~75% of our overall enrolment is from returning students, for which we will not have enrolment trends until fall registration opens early-mid June.**

Laurentian Endowment Fund (SEI)

Investment Returns to March 31, 2023



Investment returns - calendar

Laurentian University of Sudbury

For month ending: 3/31/2023

Returns for periods ending 3/31/2023

	Total Assets (\$)	Actual Alloc (%)	(%)	Calendar Years (%)							
			YTD	2022	2021	2020	2019	2018	2017	2016	2015
Total Portfolio Return	\$48,824,499	100	3.37	-6.53	8.92	7.93	13.45	-3.54	7.51	5.86	4.51
Total Portfolio Return Net			3.25	-6.93	8.51	7.56	13.07	-3.89	7.12	5.46	4.14
Total Portfolio Blended Index			3.85	-7.01	6.57	9.49	12.82	-2.65	7.03	7.87	2.51
Total Equity	\$17,648,220	36.1	5.12	-7.51	17.64	10.55	-	-	-	-	-
Canadian Equity Fund	\$4,429,416	9.1	4.18	-2.96	28.34	3.37	21.75	-10.05	8.10	15.53	-2.68
<i>S&P/TSX Cap Composite Index (CAD)</i>			4.55	-5.84	25.09	5.60	22.88	-8.89	9.10	21.08	-8.32
Canadian Small Co Equity Fund	\$706,919	1.4	6.20	-8.88	22.76	12.21	22.91	-15.88	3.73	22.19	-2.68
<i>S&P/TSX/Nesbitt Small Cap Index Blended</i>			4.50	-9.29	19.65	12.87	15.86	-18.16	2.75	38.48	-13.31
US Large Co Equity Fund	\$6,839,155	14.0	4.04	-7.91	24.68	9.38	21.68	1.52	13.03	3.54	20.26
<i>Russell Custom 1000 Index (Net 15%) (CAD)</i>			7.26	-13.46	25.12	18.53	24.42	3.50	13.36	7.83	20.67
US Small Co Equity Fund	\$678,770	1.4	0.18	-9.67	14.16	7.04	-	-	-	-	-
<i>Russell 2500/2000 Index Blended (CAD)</i>			3.21	-12.64	16.98	17.62	-	-	-	-	-
World Equity Ex-US Fund	\$4,993,960	10.2	7.24	-10.52	6.89	12.37	-	-	-	-	-
<i>MSCI ACW ex US Index (Net) (CAD)</i>			6.74	-9.90	6.91	8.71	-	-	-	-	-

Employee Retirement Fund (Eckler)

Investment Returns to March 31, 2023

Preliminary Performance as of March 31, 2023

	Return as of March 31, 2023			
	Mar-23	Q1 2023	1 Year	4-Year
Total Fund	0.71%	2.75%	1.45%	6.34%
Benchmark	1.64%	4.60%	0.75%	6.07%
Mawer Total Portfolio	0.83%	4.43%	-0.52%	6.55%
Benchmark	1.39%	5.36%	-2.07%	7.04%
PH&N Core Plus Bond Fund	2.14%	3.35%	-1.70%	1.26%
FTSE Canada Universe Bond Index	2.16%	3.22%	-2.02%	-0.17%
RBC Global Equity Focus Fund	0.32%	2.77%	-5.77%	8.30%
MSCI World Index	2.48%	7.60%	0.74%	9.38%
Addenda Commercial Mortgage Pooled Fund	1.20%	2.22%	2.41%	3.04%
FTSE Short Bond + 0.5%	1.26%	1.94%	1.18%	1.30%
TD Greystone Real Estate Fund	-0.57%	-0.62%	2.58%	6.55%
MSCI/REALpac Canada Property Index		-	-	-
JPMorgan Infrastructure (C\$)		2.88%	17.02%	8.47%
CPI + 4.5%		2.56%	8.99%	8.13%
Macquarie Infrastructure (C\$) ¹		3.77%	20.31%	13.54%
CPI + 5% ¹		1.49%	11.61%	8.67%

(1) As of December 31, 2022

Employee Retirement Fund (Eckler)

Investment Returns to March 31, 2023

Asset Allocation as of March 31, 2023

	Canadian Equities	U.S. Equities	International Equities	Global Equities	Canadian Bonds	Core Plus Bonds	Mortgage	Real Estate	Infrastructure	Cash & Short Term	Total Market Value
Mawer	58,216,121	32,915,906	31,900,605	8,863,854	35,017,795					5,412,209	172,326,490
PH&N				64,471,368		82,155,171					146,626,539
Addenda							23,172,307			1,517	23,173,824
TDAM								53,088,988			53,088,988
Macquarie									29,659,990	13,272	29,673,262
JP Morgan									22,278,528	164,353	22,442,881
RBC (Currency Hedging)											618,560
Cash Account										2,404,054	2,404,054
Total											450,379,086
% Allocation	12.9%	7.3%	7.1%	16.3%	7.8%	18.2%	5.1%	11.8%	11.5%	1.7%	
Target Allocation	15.0%		30.0%			30.0%	5.0%	10.0%	10.0%	0.0%	

BOARD OF GOVERNORS

Agenda Title	Removal of Policy on COVID-19 Vaccination
Agenda Item No.	Item 6.1
Date of Meeting	June 16, 2023
Open/Closed session:	Open
Action Requested	<input checked="" type="checkbox"/> For Approval <input type="checkbox"/> For Information
Proponent	Tammy Eger, Vice-President Research (Executive Lead on COVID-19)
Presenter(s)	Tammy Eger, Vice-President Research Gail Cowper-Benoit, Health and Safety Manager

1. PURPOSE

To seek Board of Governor's approval to remove Laurentian's Policy on COVID-19 Vaccination.

SYNOPSIS

On March 1, 2022, Deputy Minister Tapp issued a memo to publicly assisted Ontario Universities with direction from the Ontario's Chief Medical Officer of Health, which lifted the Chief Medical Officer of Health's instructions from August 30, 2021 that required Ontario Universities to have vaccination policies.

As of November 19, 2021, over 99% of the employee and student population attending Laurentian's campus (at that time) were vaccinated against COVID-19.

At its meeting of April 22, 2022, the Board of Governors placed Laurentian's Policy on COVID-19 Vaccination **in abeyance effective May 1, 2022.**

No further guidance from the Ontario's Chief Medical Officer of Health has been provided to publicly assisted Ontario Universities with respect to a requirement for a Policy on COVID-19.

Laurentian University's Health and Safety Manager continues to consult with Public Health Sudbury and Districts on best practices to decrease the risk of COVID-19 and the Health and Wellness Clinic on Laurentian campus continues to provide COVID-19 vaccinations, rapid tests, and COVID-19 assessment.

With the Policy in abeyance the University must continue to reference it in contracts to new employees and students. This creates confusion. Furthermore, the Policy only makes reference to two doses of a COVID-19 vaccination being required to be in compliance with the Policy.

The Joint Health and Safety committee of Laurentian University is in favour of removing the Policy on COVID-19 Vaccination (Email vote: consensus confirmed on March 27, 2023).

RESOLUTION TO CONSIDER:

BE IT RESOLVED,

THAT the Board of Governors approve the Removal of the Policy on COVID-19 Vaccination as recommended by the Executive Committee and as presented at its meeting of June 16, 2023.

2. RISK ANALYSIS

The Policy on COVID-19 has been in abeyance since May 1, 2022. With the Policy paused, faculty, staff and students are no longer required to provide proof of vaccination in order to attend campus or register for on-campus courses. However, Laurentian has had to advise new employees and students *that Laurentian could reinstate its Policy on COVID-19 Vaccination in the future if public health directions or government regulations change. If this was to occur faculty, staff, and students would be given as much advance notice as possible.*

Pro to removing the Policy:

- The current paused Policy creates confusion. Removing it would remove this confusion.

Con to removing the Policy:

- If the Policy on COVID-19 is removed and a variant of concern emerges resulting in Public Health strongly encouraging vaccination against the new variant of concern Laurentian would have to go through a full governance process to re-issue a Policy on COVID-19 Vaccination.

Please note below the specific institutional risk(s) this proposal is addressing.	
<input type="checkbox"/> Enrolment Management	<input checked="" type="checkbox"/> Relationship with Stakeholders
<input type="checkbox"/> Faculty and Staff	<input type="checkbox"/> Reputation
<input type="checkbox"/> Funding and Resource Management	<input type="checkbox"/> Research Enterprise
<input type="checkbox"/> IT Services, Software and Hardware	<input checked="" type="checkbox"/> Safety
<input type="checkbox"/> Leadership and Change	<input type="checkbox"/> Student Success
<input type="checkbox"/> Physical Infrastructure	

3. RECOMMENDATIONS

With the endorsement of the Joint Health and Safety Committee, support of the Interim AVP Human Resources, support of the Registrar’s Office, and upon the recommendation of Laurentian’s Health and Safety Manager, the Board is asked to remove the Policy on COVID-19 Vaccination.

A Background/Issue Description

- On August 24, 2021 Ontario Universities collectively received a [strong recommendation](#) from the Council of Ontario Medical Officers of Health (COMOH) to require mandatory vaccination for all individuals (including but not limited to students, staff, faculty, contractors, and visitors) involved in any in-person activities.
- On August 30, 2021, Ontario's Chief Medical Officer of Health (CMOH), Dr. Kieran Moore, issued instructions to postsecondary institutions to have mandatory COVID-19 vaccination policies in place effective September 7, 2021.
- Laurentian's Policy on COVID-19 Vaccination was approved by the Board of Governor's on September 2, 2021 and came into effect on September 7, 2021.
- As of November 19, 2021, over 99% of the employee and student population attending campus were fully vaccinated against COVID-19.
- On March 1, 2022, Deputy Minister Tapp issued a memo to publicly funded Ontario Universities with direction from the Ontario's Chief Medical Officer of Health, which lifted the CMOH's instructions from August 30, 2021 that required Ontario Universities to have vaccination policies.
- Dr. Moore's memo, he acknowledged that "*institutions may wish to continue with COVID-19 vaccination policies for the remainder of the academic term and ongoing as part of overall health and safety requirements for their institutions*".
- On March 9, the CMOH announced that beginning March 21, existing indoor masking mandates will be lifted for most public settings including in schools and businesses
- On March 11, 2022, in order to avoid any disruption during the Winter Term the Council of Ontario Universities, issued a [statement](#) confirming a previous decision by Executive Heads to maintain university vaccination and masking policies at least until the end of the winter term.
- Laurentian University confirmed its intention to maintain its Policy on COVID-19 Vaccination and Policy on Face Coverings until at least April 30, 2022 in a statement released March 11, 2022
- Effective May 1, 2022 Laurentian's Policy on COVID-19 Vaccination was placed in abeyance by the Board of Governors
- Laurentian promotes strong health and safety measures and will continue to do so even if the Policy on COVID-19 is Removed. Strong messages include:
 - Laurentian will continue to strongly encourage all attending campus, who are eligible, to be vaccinated (or receive a booster).
 - Laurentian's Health and Wellness Clinic will continue to provide access to COVID-19 vaccinations for all who are eligible. Rapid testing will also continue to be available at the Health & Wellness Clinic
 - Laurentian will also continue to strongly encourage people to regularly wash their hands, stay home when they are ill and to respect people's choice to wear a mask when indoors and not able to physically distance from others.

B **Recommendation**

Remove the Policy on COVID-19 Vaccination

C **Other options considered (where applicable):**

If the Board of Governors supports this recommendation and votes to remove the Policy on COVID-19 Vaccination, Laurentian University Administration will remove the Program on COVID-19 Vaccination, which is under the ambit of the Administration. This will align the University's Policy and Program on COVID-19.

D **Risks including legislative compliance**

There is no longer a legislative requirement as the Minister of Colleges and Universities and the Chief Medical Officer of Health no longer requires publicly assisted Universities to have a Policy on COVID-19 Vaccination.

E **Financial Implications (where applicable):**

F **Benefits**

Reduces confusion with a Policy that has been paused for almost a year.

G **Consultations (where applicable)**

- *Informal & Formal Consultations with:*
- *AVP Human Resources (Interim)*
- *Registrar*
- *Health and Safety Manager*
- *Manager of Health and Wellness*
- *Joint Health and Safety Committee (this includes labour representation)*
- *Board Executive Committee, May 15, 2023*

H **Next Steps**

If approval is granted the Policy will be officially removed from the Laurentian webpage and archives. Language that refers to the Policy on COVID-19 Vaccination will be removed from new employment contracts and will not be referenced in admission offers to students.

The Health and Safety Manager will work with the Manager of Health and Wellness Services to continue to promote leading health and safety practices to mitigate the risk of COVID-19 and other respiratory viruses.

I **Appendices**

n/a

BOARD OF GOVERNORS

Agenda Title	Policy on Commercialization
Agenda Item No.	Item 6.2
Date of Meeting	June 16, 2023
Open/Closed session:	Open
Action Requested	<input checked="" type="checkbox"/> For Approval <input type="checkbox"/> For Information
Proponent	Tammy Eger, Vice-President Research (Executive Lead on COVID-19)
Presenter(s)	Tammy Eger, Vice-President Research Gisele Roberts, Director of Research and Innovation

1. PURPOSE

To seek Board of Governor’s approval of Laurentian’s Policy on Commercialization.

SYNOPSIS

In January of 2022, the Ministry of Colleges and Universities (MCU) mandated that each publicly assisted university and college post a **Commercialization Framework** on their websites that demonstrates their commitment to the management and protection of intellectual property (IP) in a manner that maximizes commercialization opportunities, protects Ontario’s interests, and strengthens the Ontario economy.

In the fall of 2022, the [Laurentian University Commercialization Framework](#) was reviewed by the Research, Development and Creativity Council (RDCC), the Laurentian University Faculty Association (LUFA), and the University’s Executive Team. Once finalized and approved, the Commercialization Framework was posted on Laurentian’s website in accordance with MCU requirements.

Building off of the Commercialization Framework, MCU required each publicly assisted university to develop a **Commercialization Policy**.

The Commercialization Policy was required to be provided to MCU by December 15, 2022, or a DRAFT until the governance process of the University was completed.

To meet MCU requirements for a Policy on commercialization, the Laurentian University Commercialization Framework was restructured to align with requirements for a Laurentian University Policy.

Laurentian University Commercialization Policy has been endorsed by the university’s Research Development and Creativity Council, Senate, and the Executive Team and is presented to the Board of Governors for approval.

RESOLUTION TO CONSIDER:

BE IT RESOLVED,

THAT the Board of Governors approve the Policy on Commercialization as recommended by the Executive Committee and as presented at its meeting of June 16, 2023.

2. RISK ANALYSIS

All publicly assisted University's in Ontario are mandated by MCU to have a Policy on Commercialization.

The MCU provided feedback on the Laurentian University Commercialization Framework leading to addition detail on the Benefits to Ontario (section 6.2) being added to the Commercialization Policy. MCU has been sent the attached Commercialization Policy (as a Draft) and have not provided any additional feedback.

The Commercialization Policy is aligned with the sections of the LUFA Collective Agreement that reference intellectual property.

Pro to approving the Policy:

- Laurentian will meet the requirement from MCU to have a Commercialization Policy

Con to removing the Policy:

- Laurentian University will not be in compliance with the mandate from MCU

Please note below the specific institutional risk(s) this proposal is addressing.	
<input type="checkbox"/> Enrolment Management	<input checked="" type="checkbox"/> Relationship with Stakeholders
<input type="checkbox"/> Faculty and Staff	<input checked="" type="checkbox"/> Reputation
<input type="checkbox"/> Funding and Resource Management	<input checked="" type="checkbox"/> Research Enterprise
<input type="checkbox"/> IT Services, Software and Hardware	<input type="checkbox"/> Safety
<input type="checkbox"/> Leadership and Change	<input type="checkbox"/> Student Success
<input type="checkbox"/> Physical Infrastructure	

3. RECOMMENDATIONS

With the endorsement of the Research Development and Creativity Council, Senate, and the University's Executive Team support the **recommendation is to approve the Policy on Commercialization.**

A Background/Issue Description

- In January of 2022, the Ministry of Colleges and Universities (MCU) mandated that each publicly assisted university and college post a Commercialization Framework on their websites that demonstrates their commitment to the management and protection of intellectual property (IP).
- MCU then required each publicly assisted university to further develop their commercialization framework into a Commercialization Policy by December 15, 2022.

- To meet MCU requirements for a Policy on commercialization, the Laurentian University Commercialization Framework was restructured to align with requirements for a Laurentian University Policy.
- Content from the original Laurentian University Commercialization Framework was moved to the Policy document and additional content was added to strengthen the Benefits to Ontario Section, and outline the process to amend and review the policy in the future.
- MCU acknowledged that the governance process to develop an approve a policy could take time. If Policy approval was not obtained by Dec. 15 2022 a DRAFT of the Policy was required to be sent to MCU. When governance review was completed and the Commercialization Policy was officially approved the final approved policy is to be sent to MCU and a copy posted on the public facing portion of the University's website.

B Recommendation

Approve the Policy on Commercialization.

C Other options considered (where applicable):

N/A

D Risks including legislative compliance

MCU has mandated that publicly assisted Universities have a Policy on Commercialization.

E Financial Implications (where applicable):

This is an unfunded mandate.

F Benefits

Being in compliance with MCU's mandate to have a Policy on Commercialization.

G Consultations (where applicable)

- The MCU provided feedback on the Laurentian University Commercialization Framework
- The DRAFT Commercialization Policy was sent to LUFA via email and no additional comments were received. LUFA was also consulted and provided feedback on the Commercialization Framework.
- The DRAFT Commercialization Policy was reviewed at several meetings of the Research Development and Creativity Council and endorsed at its meeting on February 22, 2023.
- Th DRAFT Commercialization Policy was endorsed by Senate at its meeting on March 21, 2023.
- The University Executive Team endorsed the Policy for approval by the Board of Governors.
- Board Executive Committee (May 15, 2023)

H **Next Steps**

If approval is granted the Policy on Commercialization will be sent to MCU and posted publicly on Laurentian's webpage. A communication will also be sent to Laurentian faculty, staff and students to inform them that the Policy has been approved and can be reviewed on the Laurentian website.

I **Appendices**

- Laurentian University Policy on Commercialization (*DRAFT until approved*)

Laurentian University Commercialization Policy

Office of Administration:	Vice-President, Research
Approval Authority:	Board of Governors
Approval Date:	
Next Review:	
Review History:	

1. Purpose

- 1.1 According to the [World Intellectual Property Organization](#), intellectual property (IP) refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce. Intellectual property is protected by law; in Canada this includes patents, copyright, industrial designs, trademarks and trade secrets. With respect to the Laurentian University Faculty Association collective agreement which specifically addresses ownership of patents and copyright, this Policy confirms Laurentian University's commitment to support the commercialization of all IP stemming from university research activities.

2. Scope

- 2.1 Laurentian University aspires to be a leader and partner for research projects and innovative solutions that are regionally, nationally and globally significant. We are committed to advancing the discoveries generated from academic research and their application to society in a manner that creates economic, social, cultural and environmental benefits within Greater Sudbury, the province of Ontario, and nationally. This commercialization framework is intended to outline a supportive structure that facilitates the commercialization of intellectual property (IP) created at Laurentian University while respecting societal needs, the interests of the University, its creators and research partners, our tricultural mandate, and any relevant policies, procedures and collective agreements.
- 2.2 This Commercialization Policy serves as a guide for the development of goals and key performance indicators for the creation, implementation, and evaluation of the Annual Commercialization Plan.

3. Statement of Values and Commitments

- 3.1 Laurentian is committed to the management and protection of IP:
- 3.1.1 in a manner that provides benefit to Ontario and Canada
 - 3.1.2 in a manner that supports the efforts of our faculty, staff, and students to engage in the innovation ecosystem through the provision of programming in the Jim Fielding Innovation Space, access to IP education, and the facilitation of connections to local innovation ecosystem partners

- 3.1.3 in a manner that fosters mutually beneficial relationships with our sponsors, partners, licensees, and technology receptors, and
- 3.1.4 in a manner that further encourages investment in talent development, undergraduate and graduate student training, and the support of life-long learning that enhances innovation, commercialization and social entrepreneurship.

4. Institutional Roles and Responsibilities

4.1 The commercialization of IP is managed through the Office of the Vice-President, Research. The office is responsible for managing IP assigned to the University through the various phases of commercialization, beginning with invention disclosure and following through to licensing and/or start-up formation.

4.2 Entrepreneurship support and educational services are offered through the Jim Fielding Innovation and Commercialization Space.

4.3 Ownership of IP created by members of the Laurentian University Faculty Association (LUFA) is defined within the Collective Agreement. Under the terms of the Collective Agreement:

4.3.1 The Members of LUFA have the right to make their own arrangements at their own expense to patent an invention subject to the obligations in the Collective Agreement and shall be entitled to all the proceeds therefrom except where the invention was made with the use of the Employer's funds, personnel or equipment.

4.3.2 Where Members of LUFA decide that they will not patent, produce or market an invention, improvement or discovery at their own expense but consent to the University patenting, producing or marketing the invention, before an application for patent is filed by the University, the University shall negotiate an agreement with the members. The agreement shall provide that the Members shall assign all their rights, titles and interests in the invention, improvement or discovery to the University subject to the University and the Members sharing equally in the "net proceeds" derived therefrom.

4.4 Articles 6.30 and 6.35 of the Collective Agreement outline all provisions related to ownership of patents and copyright at Laurentian University and are attached as Appendix A for information purposes.

5. Disclosure of New Intellectual Property

5.1 Laurentian is committed to supporting researchers to advance opportunities for entrepreneurship, and the management, protection and commercialization of IP for the benefits of the Sudbury region, Ontario and Canada. The Office of the Vice-President Research, with educational and programming support offered through the Jim Fielding

Innovation Centre will strive to provide advice to researchers on the benefits and opportunities that can accompany disclosure of IP for the purposes of commercialization and social innovation.

5.2 Articles 6.30.4 and 6.30.5 of the LUFA [Collective Agreement](#) outline responsibilities for the disclosure of patent applications by its members. Furthermore, Laurentian University also encourages faculty members to disclose any form of commercialization they undertake of intellectual property resulting from research activities. Such disclosure ensures that the Office of the Vice-President, Research, can provide additional resources and guidance to support the commercialization process and facilitate the dissemination of information to funders and research partners on successful research outcomes.

6. Creating Benefits Provincially, Nationally and Globally

6.1 In alignment with the University's objective of increasing research and innovation activities, Laurentian University is strengthening external linkages, enhancing community relationships and expanding its global reach. Our research and innovation activities are catalyzed within Northeastern Ontario, reflecting our unique geographic, cultural and demographic environment.

6.2 Laurentian endeavours to improve economic activity and quality of life in Ontario by:

6.2.1 Maximizing the benefits to Ontario and Canada in the commercialization of intellectual property created at the University;

6.2.2 Supporting entrepreneurs and the creation of new companies through resources and programming offered in the Jim Fielding Innovation and Commercialization Space and by working with partners regionally and provincially in these efforts, such as the Sudbury Regional Business Centre, NORCAT Innovation, and Intellectual Property Ontario;

6.2.3 Taking reasonable steps to exploit the intellectual property in such a way that reasonably substantial benefits still accrue to Ontario, such as the development of highly qualified personnel, when no reasonable opportunities for commercialization of new intellectual property exists within Ontario (or Canada).

7. Partnering with our Innovation Ecosystem

7.1 With the objective of helping researchers forge national and international collaborations that increase funding, visibility and excellence of research and innovation, Laurentian is committed to the promotion and development of a culture of innovation through engagement with industry, funding agencies and the broader Sudbury community. Laurentian University is an active participant in the Greater Sudbury innovation ecosystem, working closely with the local small business enterprise centre (Sudbury Regional Business Centre) and the regional innovation centre (NORCAT), in addition to provincial and federal economic development

agencies such as the Northern Ontario Heritage Fund Corporation (NOHFC) and the Federal Economic Development Agency for Northern Ontario (FedNor). Laurentian University is the co-creator and current network lead for the Sudbury Innovation Alliance (SIA), an informal alliance of organizations involved in the commercialization of new and emerging technologies in Greater Sudbury. SIA's goal is to proactively champion successful technology commercialization by connecting innovators and SMEs to committed resource providers and by engaging the community as functional incubators. Its ultimate goal is to drive job creation, revenue growth, follow-on investments, and social benefits for the local community and to Canada as a whole. Furthermore, the Office of the Vice-President, Research, regularly engages with, and contributes to, provincial and federal networks of technology transfer professionals to ensure that institutional strategies align with current best practices and maximize the stakeholder benefits resulting from the commercialization of new intellectual property.

7.2 The Intellectual Property Ontario (IPON) office is a critical partner in the innovation ecosystem (<https://www.ontario.ca/page/intellectual-property-ontario>). IPON has a mandate to help the “postsecondary education and research and innovation sectors generate, protect, manage and commercialize intellectual property” by providing the following services:

- 7.2.1 IP education and awareness: Educational tools available through online courses and curricula.
- 7.2.2 IP strategy and expert advisory services: Advisory services offered to help clients develop effective IP strategies and management.
- 7.2.3 IP rights generation: Legal solutions offered to clients to support the protection of their IP.

8. Policy Review, Amendments and Exceptions

8.1 The Office of the Vice-President, Research is responsible for the review and implementation of this Policy. This Policy will be reviewed at least once every three years.

8.2 Revisions to the Policy will be sent for comment to the student associations, unions and employee groups, and any other stakeholder, as determined by the Office of the Vice-President, Research, to ensure the provision and consideration of input from a diverse selection of students and employees.

8.3 Updates to the following information contained in this Policy do not require approval of the Board of Governors:

- 8.3.1 The supports and services referred to in paragraph 3.1 and 3.2 of this Policy;
- 8.3.2 The Annual Commercialization Plan referred to in paragraph 2.2 of this Policy.

8.4 A copy of this Policy as approved and amended is posted on the University's website and is always available to anyone who requests it.

DRAFT

Appendix A

DRAFT

ARTICLE 6.30 – PATENTS

- 6.30.1 The Employer agrees that the Members have the unqualified right to publish their inventions. The Employer further agrees that the Members have no obligation to modify their research to enhance patentability nor, unless otherwise agreed, any obligation to seek patent protection for the results of their scientific work.
- 6.30.2 The Employer waives, disclaims and abandons any interest in or claims to any invention, improvement, design or development made by a Member or Members except where this has occurred with the use of the Employer's funds, personnel or equipment in which instance the conditions set out in Article 6.30.4 hereof shall apply. Unless otherwise provided in this Article, any invention or any patent arising therefrom shall be the sole property of the inventor.
- 6.30.3 The Members shall have the right to make their own arrangements at their own expense to patent an invention subject to the obligations in this Article and shall be entitled to all the proceeds therefrom except where the invention was made with the use of the Employer's funds, personnel or equipment.
- 6.30.4 Where an invention, improvement, design or development was made by Members with the use of the Employer's funds, personnel or equipment the Members shall sign an agreement with the University before an application for patent is filed by them. This agreement shall provide that the Employer shall assign all rights, title and interest in the invention, improvement, design or development to the Members, subject to the University and the Members sharing equally in the "net proceeds" as used in this Article shall mean the net profits derived from licensing or commercialisation of the patented product, equipment or process after deduction of all expenses incurred in patent searches, for obtained patent protection and for maintaining said protection in Canada and in other countries.
- 6.30.5 Members agree to disclose the existence of any patent applications to the Employer within three (3) months of the date of the application

ARTICLE 6.30 – BREVETS

- 6.30.1 L'Employeur reconnaît aux Membres le droit absolu de publier leurs inventions. L'Employeur convient en outre que les Membres ne sont pas obligés de modifier leurs recherches pour accroître leur caractère brevetable ni sauf disposition contraire, de demander un brevet pour protéger les résultats de leur recherche scientifique.
- 6.30.2 L'Employeur abandonne tout intérêt ou droit aux inventions, perfectionnements, conceptions ou développements réalisés par les Membres, à moins que, pour leur production, les fonds, le personnel ou l'équipement de l'Employeur n'aient été utilisés; dans ce cas, les conditions indiquées à l'Article 6.30.4 ci-dessous sont appliquées. Sauf disposition contraire, toute invention ou brevet est la seule propriété de l'inventeur.
- 6.30.3 Les Membres ont le droit de prendre, à leurs frais, des dispositions pour faire breveter une invention, sous réserve des obligations du présent Article, et ils ont droit à toutes les redevances, sauf si l'invention a été faite en utilisant les fonds, le personnel, ou l'équipement de l'Employeur.
- 6.30.4 Quand une invention, un perfectionnement, une conception, ou un développement a été réalisé par un Membre grâce à des fonds, du personnel ou de l'équipement de l'Employeur, le Membre doit, avant de déposer la demande de brevet, passer un accord avec l'Université stipulant que l'Employeur cède au Membre tous ses droits, titres et intérêts dans l'invention, le perfectionnement, la conception ou le développement, à condition que l'Université et le Membre partagent également les « bénéfices nets » provenant des redevances. Ce terme « bénéfices nets » signifie les bénéfices nets provenant de la concession ou de la commercialisation du produit, de l'outillage ou du procédé breveté, après déduction de tous les frais encourus par les demandes de brevet et l'obtention d'une protection continue du brevet au Canada et dans les autres pays.
- 6.30.5 Les Membres conviennent d'informer l'Employeur de toute demande de brevet dans les trois (3) mois suivant la date de déposition,

	<p>unless otherwise provided for in this Article and shall affirm in writing at that time whether or not the discovery has been made and developed with the use of Employer's funds, personnel or equipment. The Employer may within one (1) month of receipt of the statement of the Member challenge in writing the assertion of the Member in regard to the circumstances of the discovery, in which case the matter shall be settled by arbitration as detailed in Article 11.15 – Arbitration Procedure. Any challenge by the Employer shall be null and void unless received within the above noted time limit. If the Member(s) fails to disclose the existence of patent applications within three (3) months, it shall be understood that the Employer maintains its rights under this Article until such disclosure is made. Failure by the Employer to challenge the assertion of the Member within one (1) month shall constitute a waiver of any rights that the Employer may have had in such discovery.</p>		<p>sauf stipulation contraire dans le présent Article, et doivent alors déclarer par écrit si la découverte a été faite et développée à l'aide des fonds, du personnel, ou de l'équipement de l'Employeur. L'Employeur peut, dans le délai d'un (1) mois suivant la réception de la déclaration du Membre, contester par écrit la revendication du Membre au sujet des circonstances de la découverte; dans ce cas, l'affaire est réglée par arbitrage, selon l'Article 11.15 – Procédure d'arbitrage. La contestation de l'Employeur est nulle et non avenue à moins d'être reçue dans les limites de temps mentionnées ci-dessus. Si le Membre ne fait pas connaître l'existence de sa demande de brevet dans les trois (3) mois, il est entendu que l'Employeur maintient ses droits en vertu du présent Article jusqu'à ce qu'une telle demande soit signifiée. Si l'Employeur ne conteste pas la déclaration du Membre dans le délai d'un (1) mois, ceci constitue une renonciation aux intérêts que l'Employeur aurait pu avoir dans une telle découverte.</p>
6.30.6	<p>For the purpose of interpreting Articles 6.30.2 to 6.30.5 above, payment of regular salary and benefits shall not be construed as use of the Employer's funds.</p>	6.30.6	<p>Aux fins de l'interprétation des Articles 6.30.2 à 6.30.5 ci-dessus, le paiement d'un salaire régulier et des avantages sociaux n'est pas considéré comme une utilisation des fonds de l'Employeur.</p>
6.30.7	<p>Members shall grant to the Employer a non-exclusive, royalty free, irrevocable, indivisible, and non-transferable right to use solely for the University's internal use any patented device, equipment or process when such device, equipment or process has been invented with the use of the Employer's equipment, funds or support/technical personnel. Such right, however, shall not include the right to transfer or exploit any product or process.</p>	6.30.7	<p>Les Membres accordent à l'Employeur le droit non exclusif, irrévocable, indivisible, inaliénable et sans redevances d'utiliser, aux fins d'usage interne exclusivement, tout engin, équipement ou procédé breveté ayant été inventé à l'aide de l'équipement, des fonds ou du personnel technique ou de soutien de l'Employeur. Ce droit, cependant, ne comporte pas le droit de cession ou d'exploitation du produit ou du procédé en cause.</p>
6.30.8	<p>Where Members decide that they will not patent, produce or market an invention, improvement or discovery at their own expense but consent to the University patenting, producing or marketing the invention, before an application for patent is filed by the University, the University shall negotiate an agreement with the Members. The agreement shall provide that the Members shall assign all their rights, titles and interests in the invention, improvement or discovery to the University subject to the University and the Members sharing equally in the "net proceeds" derived therefrom.</p>	6.30.8	<p>Si un Membre décide de ne pas faire breveter, exploiter ou vendre une invention, un perfectionnement ou une découverte à ses frais, mais consent à ce que l'Université exploite ou vende l'invention, l'Université doit avant de déposer la demande de brevet, négocier un contrat avec le Membre, stipulant que le Membre cède à l'Université tous ses droits, titres et intérêts ayant trait à cette invention, ce perfectionnement ou cette découverte, à condition que l'Université et le Membre partagent également les bénéfices nets provenant des redevances.</p>
6.30.9	<p>Without mutual agreement, the name of the University shall not be used in connection with inventions in which the Employer has no interest.</p>	6.30.9	<p>Le nom de l'Université ne doit pas, sans accord préalable, être utilisé à propos d'inventions dans lesquelles l'Employeur n'a pas d'intérêt.</p>

- | | | | |
|---------|---|---------|--|
| 6.30.10 | Any revenue that the Employer may receive from inventions shall be dedicated to academic development and research with at least fifty percent (50%) of such income designated for academic development and research in the Faculty/Library with which the inventor is affiliated. These funds shall be maintained in a special account, which shall be open to the inspection of the President of the Union or the President of the Union's designate. | 6.30.10 | L'Employeur est tenu de consacrer au développement et à la recherche universitaire les bénéfices éventuels qu'il tire des inventions; au moins cinquante pour cent (50 %) de ces bénéfices doivent être consacrés au développement et à la recherche dans la faculté ou la bibliothèque à laquelle l'inventeur est affilié. Ces fonds doivent être gérés dans un compte spécial qui peut être examiné par le président du Syndicat ou son mandataire. |
| 6.30.11 | The Employer agrees that it shall not enter any agreement to sub-contract work or responsibilities already undertaken or possessed by the Employer and the Members without securing to the Members who may be seconded to or be employed by the sub-contractor all the rights, privileges and benefits accorded to them in this patent Article of this Collective Agreement. Nor shall the Employer enter into any agreement to create a consortia of universities or government departments or private companies for the purposes of research or development or commercial exploitation without securing to the Members who may be seconded to or employed by such consortia, departments or private companies all the rights, privileges and benefits accorded by this Article. If the Employer makes an agreement contrary to this provision and fails to secure the said rights, privileges and benefits to said Members, the agreement shall not apply to Members unless there is a special agreement in writing between the Employer and the Union to waive this clause of the Article. | 6.30.11 | L'Employeur convient de ne passer aucun accord en vue de concéder à un sous-traitant les travaux ou responsabilités déjà entrepris par l'Employeur et les Membres, sans assurer aux Membres qui peuvent être détachés ou employés auprès du sous-traitant tous les droits, privilèges et bénéfices leur étant accordés par le présent Article. L'Employeur ne peut conclure aucun accord en vue de créer un consortium d'universités, de services gouvernementaux ou de compagnies privées pour faire de la recherche, du développement ou de l'exploitation commerciale sans assurer aux Membres qui peuvent y être détachés ou employés tous les droits, privilèges et bénéfices accordés par le présent Article. Si l'Employeur établit un contrat contraire à cette disposition et néglige de garantir les droits, privilèges et bénéfices ci-nommés, l'accord ne peut pas s'appliquer aux Membres à moins d'un accord spécial par écrit entre l'Employeur et l'Association dérogeant à la présente clause de l'Article. |

ARTICLE 6.35 – COPYRIGHT***Copyright vested in the Member:***

- 6.35.1 The Member who is the creator of any work including any printed material, computer programmes, on-line course material, painting, sculpture, film, slide, tape or similar material shall retain the copyright therein unless otherwise stated in this Article.

Copyright vested in the University:

- 6.35.2 The Parties agree that the University shall hold copyright to any work including any creative work, printed material, computer programme, on-line course material, films, slides, tapes or similar materials produced by Members as part of their normal workload for the University for use in its distance education courses. In all cases, the University shall arrange for the development of these courses

ARTICLE 6.35 – DROITS D'AUTEUR***Droits d'auteur revenant aux Membres :***

- 6.35.1 Sauf stipulation contraire dans le présent Article, le Membre, créateur d'une œuvre intellectuelle du genre imprimé, programme d'ordinateur, matériel pédagogique en ligne, tableau, sculpture, film, diapositive, bande magnétique, ou autre, conserve les droits d'auteur.

Droits d'auteur revenant à l'Université :

- 6.35.2 Les Parties conviennent que l'Université détient des droits d'auteur pour toute création intellectuelle du genre imprimé, programme d'ordinateur, matériel pédagogique en ligne, tableau, film, diapositive, bande magnétique, ou autre, réalisée par un Membre au cours de son travail quotidien à l'Université pour utilisation dans les cours de formation à distance. Dans tous les cas, l'Université est

	<p>through a special contract with the Members, which sets out terms in accordance with the terms in this Collective Agreement. Copies of all works subject to the policy stated in this Article shall contain a statement or marking identifying the ownership of copyright, and with appropriate credit, the contributors. A copy of the contract between the Member and the University shall be sent to the Union.</p>		<p>tenue de passer avec le Membre qui collabore à la réalisation de ces cours, un accord se conformant aux dispositions de la présente Convention collective. Chaque exemplaire d'une œuvre créée dans les conditions prévues dans la présente Article doit contenir une déclaration ou une marque identifiant le propriétaire des droits d'auteur et, avec hommages appropriés, les collaborateurs. Une copie du contrat passé entre le Membre et l'Université est envoyée au Syndicat.</p>
6.35.3	<p>If the University requests a work including a creative work, printed material, films, slides, tapes, computer programmes, on-line course material, or similar materials from a Member under special contract, then, in the absence of any agreement to the contrary, the University shall be the first owner of the copyright therein. This includes all materials for distance education courses. A Member entering into such a contract with the University shall be notified of the terms of this Article prior to signing the contract. The Union shall receive a copy of such notification.</p>	6.35.3	<p>Si l'Université commande à un Membre, au moyen d'un contrat spécial, une œuvre intellectuelle du genre imprimé, film, diapositive, bande magnétique, programme d'ordinateur, matériel pédagogique en ligne, ou autre, l'Université, sauf disposition contraire, est la principale propriétaire des droits d'auteur. Ceci s'applique à tous les matériaux entrant dans les cours de formation à distance. Un Membre passant un tel accord avec l'Université doit être avisé de cette disposition au préalable. Le Syndicat doit recevoir une copie de cet avis.</p>
6.35.4	<p>All special contracts for distance education courses shall contain an Article which allows the contributors to use (for their own classroom purposes) parts of any course that they have created provided that they shall not use such material in another distance education course without the written permission of the University during the period in which the University holds copyright to that material.</p>	6.35.4	<p>Les contrats spéciaux relatifs aux cours de formation à distance doivent contenir une Article qui permet au collaborateur l'utilisation (pour sa propre classe) des portions de cours créés par lui, à condition que, pendant la période durant laquelle l'Université possède les droits d'auteur pour ces matériaux, il ne les utilise pas dans un autre cours de formation à distance sans l'autorisation écrite de l'Université.</p>
6.35.5	<p>The master copy of any work whose copyright is vested in the University under the terms of this Article shall be the property of the University. The University shall be responsible for the custody and control of such works and of any copies thereof.</p>	6.35.5	<p>La copie originale de chaque œuvre intellectuelle pour laquelle les droits d'auteur reviennent à l'Université selon les termes du présent Article est la propriété de l'Université. Celle-ci est responsable de la sécurité et de la surveillance de l'original et des copies éventuelles.</p>
6.35.6	<p>Where consent, fees or licenses are required for the use of incorporated materials in works in which the University has copyright under the terms of this Article, the contributor shall notify the University by provision of a list of works which require such clearance. The University shall have the right to refuse to accept requests for copyright clearance, which are judged to be prohibitively expensive.</p>	6.35.6	<p>Si l'usage de matériaux incorporés dans une œuvre intellectuelle dont les droits d'auteur revient à l'Université selon les termes du présent Article nécessite le paiement d'une redevance ou une demande de consentement ou de permis, le collaborateur est tenu d'avertir l'Université en lui soumettant une liste des ouvrages en cause. L'Université a le droit de refuser d'accepter les demandes de permissions de droits d'auteur dont les frais sont jugés prohibitifs.</p>
6.35.7	<p>The Members who are the authors of any work, whose copyright is vested in the University shall sign a warranty that the work is original and that, to the best of their</p>	6.35.7	<p>Le Membre qui est l'auteur d'une propriété intellectuelle pour laquelle l'Université détient les droits d'auteur doit signer une attestation que l'œuvre est originale et que, à sa</p>

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	knowledge, it does not violate any existing copyright.		connaissance, il ne transgresse aucun droit d'auteur déjà existant.
6.35.8	The offering of courses to which the University has copyright under the terms of this Article shall be at the University's discretion.	6.35.8	L'offre des cours dans lesquels l'Université détient des droits d'auteur conformément aux termes du présent Article relève du choix de l'Université.
Revision:		Révision :	
6.35.9	From time to time, the University may require revisions in works to which it holds the copyright in order to ensure that proper and current academic standards are met.	6.35.9	De temps en temps, l'Université peut demander une révision des ouvrages pour lesquels elle détient des droits d'auteur de façon à ce que les normes universitaires courantes soient respectées.
6.35.10	Further, the author of work as defined in Articles 6.35.2 or 6.35.3 above may, at any time after three (3) years of use, and at three (3) year intervals thereafter notify the University of the need to revise such a work. The University and the Member shall negotiate the amount it will pay to defray the costs of such revisions including the Member's fee.	6.35.10	De plus, l'auteur du genre d'ouvrage décrit aux Articles 6.35.2 et 6.35.3 ci-dessus peut, après trois (3) ans ou plus d'usage, puis à des intervalles de trois (3) ans, informer l'Université de la nécessité d'une révision. L'Université et le Membre doivent négocier le montant à payer pour défrayer les coûts de telles révisions y compris les honoraires du Membre.
6.35.11	The process of revision shall be regarded as the joint responsibility of the author of the work and the University. If the author chooses not to undertake the revision or if the author has not accepted the University's request for revision within one (1) month of receipt of that request or if the author is no longer an Employee of the University, then the Department/School shall choose an individual to make the required revisions. By so doing, the author shall not lose contractual rights to any fees. Where the author is no longer an Employee of the University, notice of the intention to revise and of the proposed revisions shall be sent to her/him by registered mail at the last known address. In the event that the author and the University cannot agree on the nature or extent of the revisions, the University may engage the services of someone approved by the Department/School to make the revisions.	6.35.11	Le processus de révision doit être vu comme une responsabilité conjointe entre l'auteur de l'ouvrage et l'Université. Si l'auteur décide de ne pas entreprendre la révision, ou s'il n'a pas accepté la demande de révision de l'Université dans une période d'un (1) mois après avoir reçu cette demande, ou s'il n'est plus employé par l'Université, le Département/l'École peut choisir une autre personne pour faire la révision nécessaire. Ce faisant, l'auteur ne perdra pas ses droits contractuels à des honoraires. Lorsque l'auteur n'est plus un employé de l'Université, un avis d'intention de réviser et des révisions proposées doit être envoyé à l'auteur par courrier enregistré à sa dernière adresse connue. Dans le cas où l'auteur et l'Université ne peuvent s'entendre sur la nature ou sur l'étendue des révisions, l'Université peut acheter les services de quelqu'un, avec l'approbation du Département/de l'École, pour faire les révisions.
6.35.12	The University shall negotiate a fee for any revisions that are made at the University's request.	6.35.12	L'Université est tenue de négocier les honoraires pour chaque révision faite à sa demande.
6.35.13	In all cases where someone other than the authors make revisions to the work, if the authors object to the extent or the propriety of the revisions, they may have their names withdrawn as contributors to the work and any visible indication that they are contributors to the work shall be withdrawn. The authors must notify the University of their desire to do	6.35.13	Dans tous les cas où une personne autre que l'auteur révisé l'ouvrage, si ce dernier s'objecte à l'étendue ou à la justesse des révisions, il peut retirer son nom en tant que collaborateur à l'ouvrage et toute indication de sa collaboration doit être retirée. Les auteurs doivent informer l'Université de leur intention de retirer leur nom dans un (1) mois après la

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so within one (1) month after receiving notice by registered mail of the proposed revisions.

réception par courrier enregistré de l'avis des révisions proposées.

Third Party use:**Usage par des tierces personnes :**

6.35.14 "Net proceeds" of any fees or royalties that the University receives for the use by another Party of a work to which the University has copyright under the terms of this Article shall be distributed in accordance with Article 6.35.15 hereof and the Member shall receive no additional payment. "Net Proceeds" shall mean the fees and royalties received less the cost of reproduction, administration and distribution.

6.35.14 Les bénéfices nets provenant des redevances revenant à l'Université par suite de l'usage par un tiers d'un ouvrage pour lequel l'Université détient les droits d'auteur aux termes du présent Article peuvent être distribués d'après l'Article 6.35.15 ci-dessous. Le Membre ne reçoit pas de paiement additionnel. Les bénéfices nets sont le montant des redevances et honoraires moins les coûts de reproduction, d'administration et de distribution.

6.35.15 Net proceeds shall be distributed as follows:

6.35.15 Les bénéfices nets sont distribués de la façon suivante :

(a) Until the original production costs have been recouped by the University, seventy-five percent (75%) to the University and twenty-five percent (25%) to the author.

(a) Tant que les coûts originaux de production n'ont pas été recouvrés par l'Université : soixante-quinze pour cent (75 %) à l'Université et vingt-cinq pour cent (25 %) à l'auteur.

(b) After recovery of the original production costs, fifty percent (50%) to the University and fifty percent (50%) to the author.

(b) Après recouvrement des coûts originaux de production: cinquante pour cent (50 %) à l'Université et cinquante pour cent (50 %) à l'auteur.

"Original production costs" include the normal tariff charges to produce the physical work including licensing costs of other copyright material exploited in the work. An accounting of production costs shall be produced by the University if requested by the Member or by the Union.

Les coûts originaux de production comprennent les frais de production de l'ouvrage, y compris les redevances à payer pour l'usage d'autres matériaux protégés par le droit d'auteur utilisés dans l'ouvrage. Un relevé des coûts de production est fourni par l'Université à la demande du Membre ou du Syndicat.

Member's Copy:**Copie du Membre :**

6.35.16 If practicable the Members shall receive, upon request, a copy at a cost not exceeding the cost of the tape/film/recording or other medium upon which the work has been produced of any work produced by them for the University and to which the University holds copyright under the terms of this Collective Agreement.

6.35.16 Si possible après en avoir fait la demande, le Membre doit recevoir une copie dont le coût ne dépasse pas le prix de ruban, film, enregistrement ou autre moyen utilisé, de toute propriété intellectuelle qu'il a produite pour l'Université et pour laquelle celle-ci détient les droits d'auteur selon les dispositions de la présente Convention collective.

6.35.17 Should the University wish to erase or otherwise destroy part or all of a work to which it has copyright under the terms of this Collective Agreement, the authors shall be given notice of such intention and shall have one (1) month in which to make known their wish to receive a copy of the section (s) to be erased. If the authors express such a wish

6.35.17 Au cas où l'Université désirerait effacer ou détruire en tout ou en partie un ouvrage pour lequel elle détient les droits d'auteur aux termes de la présente Convention collective, cette intention doit être signifiée aux auteurs, qui auront un (1) mois pour faire connaître leur désir de recevoir une copie des sections devant être effacées. Si les auteurs expriment

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within the time limit, they shall receive a copy of those sections at a cost not exceeding the cost of the tape/film/recording or other medium upon which the work has been produced plus reasonable administrative costs arising therefrom.

un tel désir dans les délais prévus, ils doivent recevoir une copie des sections à un coût ne dépassant pas le prix de ruban, film, enregistrement, ou autre moyen utilisé, en plus des frais raisonnables d'administration encourus.

ARTICLE 6.40 – COMMITTEE ON PATENTS AND COPYRIGHT

ARTICLE 6.40 – COMITÉ DES BREVETS ET DROITS D'AUTEUR

- | | | | |
|--------|--|--------|---|
| 6.40.1 | The Parties agree to create a continuing Committee on Patents and Copyright, which shall be composed of two (2) individuals appointed by the Employer and two (2) Members appointed by the Union, with the Chairship alternating between the Employer's representatives and the Union's representatives at each successive meeting. | 6.40.1 | Les Parties conviennent de créer un Comité permanent des brevets et droits d'auteur et composé de deux (2) Membres nommés par l'Employeur et de deux (2) Membres nommés par le Syndicat, avec présidence alternative entre les représentants de l'Employeur et du Syndicat à chaque réunion consécutive. |
| 6.40.2 | The Committee shall meet at least twice annually to:

(a) Conduct such business as is referred to it.

(b) Consider strategies for marketing inventions, improvements or discoveries.

(c) Recommend to the Joint Committee on the Administration of the Collective Agreement any proposals for modifications or changes in the patents and copyright Articles of this Collective Agreement. The Parties agree to consider these recommendations during Collective Bargaining.

(d) Mediate any disputes arising out of Article 6.30 – Patents and Article 6.35 – Copyright in accordance with Article 6.40.3 below. | 6.40.2 | Le Comité se réunit au moins deux (2) fois par an pour :

(a) Gérer les affaires dont il est saisi.

(b) Étudier des stratégies en vue de la commercialisation des inventions, perfectionnements ou découvertes.

(c) Recommander au Comité consultatif paritaire sur l'exécution de la Convention collective toute proposition de modification des Articles relatifs aux brevets et droits d'auteur contenus dans la présente Convention collective. Les parties conviennent de tenir compte de ces recommandations pendant les négociations collectives.

(d) Intervenir dans les différends provenant de l'Article 6.30 – Brevets et l'Article 6.35 – Droits d'auteur selon l'Article 6.40.3 ci-dessous. |
| 6.40.3 | Grievance and Arbitration

For the purposes of this Collective Agreement, any grievance by a Member pertaining to Article 6.30 – Patents and/or Article 6.35 – Copyright shall be handled in accordance with the following procedure:

(a) The Member, within three (3) weeks of the event giving rise to the grievance or the date on which the Member knew or reasonably should have known of such event if that date is later, shall present a grievance to the Vice-President, Academic and Provost.

(b) Within two (2) weeks of receipt of the | 6.40.3 | Griefs et arbitrage

Aux fins de la présente Convention collective, tout grief d'un Membre au sujet des dispositions de l'Article 6.30 – Brevets et l'Article 6.35 – Droits d'auteur est traité selon la procédure suivante:

(a) Dans les trois (3) semaines suivant l'incident donnant lieu à un grief, ou la date à laquelle le Membre a appris l'incident ou aurait dû en être conscient, le Membre doit présenter le grief au Vice-recteur aux études et Provost.

(b) Deux (2) semaines après réception du |

grievance, the Vice-President, Academic and Provost shall refer the matter to the continuing Committee on Patents and Copyright and inform the Union of such grievance. If the Vice-President, Academic and Provost fails to refer the matter to the continuing Committee on Patents and Copyright within the time limits, the Members shall be deemed to have succeeded in their grievance and the results thereof shall be binding on the university.

- (c) The continuing Committee on Patents and Copyright, within one (1) month of the receipt of the grievance, shall make a recommendation for the resolution of the grievance. The time limits may be extended by mutual agreement. If the committee fails to make a recommendation within the time limits, the Vice-President, Academic and Provost may act as in Article 6.40.3 (d) below.
- (d) The Vice-President, Academic and Provost within one (1) week of the receipt of the recommendations of the continuing Committee on Patents and Copyright or within one (1) week of the end of the time limits for action by the Committee shall render the Committee's proposal in the matter and communicate it in writing to the Parties concerned.
- (e) If the proposal of the Vice-President, Academic and Provost rendered pursuant to Article 6.40.3 (d) above does not resolve the grievance, the matter may be submitted to binding arbitration by one (1) arbitrator in accordance with the grievance and arbitration procedures of this Collective Agreement.

grief, le Vice-recteur aux études et Provost doit transmettre cette affaire au Comité permanent des brevets et droits d'auteur et en informer le Syndicat en même temps. Si le Vice-recteur aux études et Provost ne transmet pas cette affaire au Comité permanent dans les délais prévus, le Membre est considéré gagnant dans cette affaire et l'Université est liée par ce résultat.

- (c) Le Comité permanent, un (1) mois après avoir été saisi du grief, doit faire des recommandations pour régler la question. Le délai peut être prolongé par accord mutuel. Si le Comité ne fait pas de recommandation dans les délais stipulés, le Vice-recteur aux études et Provost peut prendre les mesures spécifiées à l'Article 6.40.3 (d) ci-dessous.
- (d) Une (1) semaine après avoir reçu les recommandations du Comité permanent s'occupant des brevets et des droits d'auteur, ou une (1) semaine après la fin de la période allouée au Comité permanent, le Vice-recteur aux études et Provost remet sa proposition à ce sujet et la communique par écrit aux intéressés.
- (e) Si la proposition du Vice-recteur aux études et Provost, remise conformément à l'Article 6.40.3 (d) ci-dessus, ne résout pas le grief, cette affaire peut être soumise à l'arbitrage d'un (1) juge selon la procédure stipulée dans la présente Convention collective.



BOARD OF GOVERNORS

Agenda Title	Respectful Workplace and Learning Environment Policy
Agenda Item No.	<i>Item 6.3</i>
Date of Meeting	June 16, 2023
Open/Closed session	Open
Action Requested	<input checked="" type="checkbox"/> For Approval <input type="checkbox"/> For Information
Proponent	Michel Piché, Interim Vice-President, Finance and Administration Dr. Brenda Brouwer, Interim Provost and Vice-President, Academic
Presenter(s)	Jennifer Dowdall, Interim Co-Director, EDHRO Shannon Goffin, Interim Co-Director, EDHRO

1. PURPOSE

The Policy and Program on a Respectful Workplace and Learning Environment (RWLE) which incorporates the anti-discrimination, anti-harassment and anti-sexual harassment protections under the *Ontario Human Rights Code, 1990*, and the anti-harassment and anti-sexual harassment provisions under the *Occupational Health and Safety Act, 1990*, (OHSA) are legislated to be reviewed annually under the OHSA.

The RWLE Policy is approved by the Board of Governors and the Executive Team (President and Vice-Chancellor) approves the RWLE Program.

2. SYNOPSIS

No revisions to the Policy and Program are being brought forward this year.

The Executive Team at their meeting of May 2, 2023 approved the Program.

The Executive Committee approved the Policy and Program at its May 15, 2023 meeting.

3. RESOLUTION TO CONSIDER:

WHEREAS the Laurentian University Board of Governors, on recommendation of the Executive Committee, last approved the *Policy on a Respectful Workplace and Learning Environment* on February 11, 2022.

THAT the Board of Governors, on the recommendation of the Executive Committee, approve the *Policy on a Respectful Workplace and Learning Environment*, as presented at its meeting of June 16, 2023.

4. RISK ANALYSIS

5. RECOMMENDATIONS

A Background/Issue Description

B Alignment with Strategic Objective or Plan of the University

C Other options considered (where applicable):

D Risks including legislative compliance

Legislative Compliance	<ul style="list-style-type: none">• <i>Occupational Health and Safety Act, 1990</i>• <i>Human Rights Code, 1990</i>
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E Financial Implications (where applicable):

F Benefits

G Consultations (where applicable)

H Communications Plan

J Next Steps

I Appendices

- Policy on a Respectful Workplace and Learning Environment
- Program on a Respectful Workplace and Learning Environment



**Policy on
a Respectful Workplace and Learning Environment**

Office of Administration:	Vice-President, Finance and Administration Provost and Vice-President Academic
Approval Authority:	Board of Governors
Approval Date:	February 11, 2022
Next Review:	December 2022 (Annually)
Review History :	Effective Date: October 19, 2007; revised: April 15, 2011, April 27, 2012, June 21, 2013, February 13, 2015, April 15, 2016, June 23, 2017, June 22, 2018, June 21, 2019, December 11, 2020

1. Purpose

- 1.1. This Policy on A Respectful Workplace and Learning Environment which is Laurentian University's policy on Discrimination and Harassment (the "Policy") is intended to:
- 1.1.1. Promote a respectful, diverse and inclusive community where every individual can work and learn in an environment that is supportive of productivity and academic achievement and respects the dignity and worth of all members of the Laurentian University Community;
 - 1.1.2. Promote a workplace and learning environment that is free of Discrimination and Harassment;
 - 1.1.3. Protect the health, safety and security of the Laurentian University Community;
 - 1.1.4. Outline the rights, responsibilities and types of behaviour that fall within the scope of this Policy;
 - 1.1.5. Outline procedures for handling and resolving complaints of alleged Discrimination and Harassment;
 - 1.1.6. Meet the requirements of the *Occupational Health and Safety Act*, 1990 (the "OHS Act") and the *Ontario Human Rights Code*, 1990 (the "Code").
 - 1.1.7. This Policy and the Program on a Respectful Workplace and Learning Environment, which supplements this Policy, (the "Program") are part of a tetralogy of Laurentian University policies that support learning and working places free from Discrimination, Harassment, violence and sexual violence including:

- 1.1.7.1. Laurentian University Code of Student Rights and Responsibilities
- 1.1.7.2. Laurentian University Policy on Response and Prevention of Sexual Violence
- 1.1.7.3. Laurentian University Policy and Program on Workplace Violence Prevention

2. Scope

- 2.1. This Policy applies to all employees, students, contractors, volunteers and visitors to the Laurentian University workplace and learning environment.
- 2.2. For the purpose of this Policy, the Laurentian University workplace and learning environment includes all locations where Laurentian University business occurs, including but not limited to, teaching, learning, research and administration.
- 2.3. While no policy can provide a full description and definition of behaviours that fall within the meaning of Discrimination and Harassment, Appendix A of the Program lists examples of behaviours that can fall within these definitions.
- 2.4. This Policy also has an accompanying Program (including procedures) and training.

3. Definition/Principles:

- 3.1. “Administration or Administrators” means members of the Executive Team, senior academic administrators appointed by the Board of Governors, Associate Vice-Presidents, Directors, Associate Deans, Managers and other non-unionized supervisory positions.
- 3.2. “Alternative Dispute Resolution (“ADR”)” means a process that parties can use to reach their own agreement and can include mediation, negotiation, facilitation, conflict resolution conferences, and other dispute resolution techniques. The Office of Equity, Diversity and Human Rights shall normally conduct ADR of matters falling under this Policy. However, Laurentian University’s Executive Team reserves the right to initiate ADR procedures independent of the Office of Equity, Diversity and Human Rights.
- 3.3. “Assertive Management Style” means a management style where a manager is fair, firm and direct when needed, recognizes the rights of others, respects and preserves the dignity of others and communicates in a clear and direct manner without threatening, attacking or being hostile.
- 3.4. “Executive Team” means the President and Vice-Chancellor, Provost & Vice-President, Academic , Vice-President, Finance & Administration, Vice-President, Research, University Secretary and General Counsel, Chief Advancement Officer and Executive Director, Communications, Marketing, and Government Relations.
- 3.5. “Harassment” includes all forms such as Bullying (Psychological Harassment), Human Rights Harassment, Sexual Harassment and Workplace Harassment:
 - 3.5.1. “Bullying” (Psychological Harassment) means engaging in a course of vexatious comments or conduct against an employee, student, contractor, volunteer or visitor to the Laurentian University workplace and learning environment that is

known or ought reasonably to be known to be unwelcome. This includes bullying, which is persistent, offensive, abusive, intimidating or insulting behaviour, abuse of power and/or unfair punitive sanctions which make the individual feel threatened, humiliated and/or vulnerable, which undermine the individual's self-confidence and/or reduce the individual's feelings of self-esteem and self-worth, and which may cause the individual to suffer stress. Bullying need not be based on one of the prohibited grounds listed in the Code.

3.5.2. "Human Rights Harassment" means a course of vexatious comments or conduct that is known to be or ought reasonably to be known to be unwelcome/unwanted and that is based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences (in employment only), marital status, family status or disability as defined by the Code. A single act of sufficient severity may also be found to constitute harassment.

3.5.3. "Sexual Harassment" under the Code means making a sexual solicitation or advance where the individual person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the individual knows or ought reasonably to know that the solicitation or advance is unwelcome. (in some cases, one incident could be serious enough to be sexual harassment)

3.5.4. "Workplace Harassment" under the OHSA means:

engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
workplace sexual harassment;

"workplace sexual harassment" means,

engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome; (*in some cases, one incident could be serious enough to be sexual harassment*)

3.6. "Discrimination" means differential treatment of an individual based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences (in employment only), marital status, family status or disability as defined by the Code. Discrimination has the effect of imposing burdens, obligations, or disadvantages on such individual or group not imposed on others, or which withholds or limits access to opportunities, benefits, and advantages available to other members of the Laurentian University Community or society in general.

- 3.7. "Laurentian University Community or Laurentian Community" means employees and students.
- 3.8. "Senior Administration or Senior Administrator" means members of the Executive Team, senior academic administrators appointed by the Board of Governors and Associate Vice-Presidents.
- 3.9. "Student Associations", for the purposes of this policy, includes all Laurentian University recognized student associations and affiliated clubs.
- 3.10. "Systemic discrimination" occurs when regulations, policies, procedures and practices have an unintended adverse impact associated with one or more of the prohibited grounds as defined in the Code.
- 3.11. "Union" or "Employee Association" means the unions or associations certified to be the exclusive bargaining agent for certain employees of Laurentian University.

4. Policy Statement

- 4.1. Each individual has the right to participate, learn and work in an environment that promotes equal opportunities and prohibits all forms of Discrimination and Harassment, as defined in this Policy.
- 4.2. All acts of Discrimination and Harassment are strictly prohibited. All employees, students, contractors, volunteers and visitors shall work and learn in compliance with this Policy.
- 4.3. Laurentian University shall hold employees, students, contractors, volunteers and visitors accountable by imposing discipline and/or other sanctions. In doing so, Laurentian University will act in accordance with the rights and obligations established by collective agreements and Laurentian University policy.
- 4.4. All individuals have a responsibility to ensure the workplace and learning environment is a safe and healthy environment free from Discrimination and Harassment.
 - 4.4.1. Laurentian University and all members of the Laurentian University Community share the responsibility for providing and maintaining a healthy learning and work environment that is free from Discrimination and Harassment, and where collaboration, comprehension and mutual respect exist. This means not engaging in, allowing, condoning, or ignoring behaviours contrary to this Policy.
 - 4.4.2. Contractors, volunteers and visitors will also be held accountable for conducting themselves in a manner that is free from Discrimination and Harassment.
 - 4.4.3. Laurentian University has a duty of care under the OHS Act, the *Employment Standards Act, 2000*, the *Labour Relations Act, 1995* and the Code. Therefore, no member of the Laurentian Community can ignore unacceptable behaviour. Every member of the Laurentian University Community has a legal obligation to bring to the attention of Administration any unacceptable behaviour they might be subjected to or witness. This Policy is consistent with Assertive Management Style.
 - 4.4.4. Every Administrator shall communicate this Policy to their employees and require all employees to attend relevant training related to this Policy and the Program (including procedures).

- 4.4.5. Every Administrator shall ensure compliance and when required, take remedial or corrective measures/disciplinary action against a member of faculty, staff, Administration, or a student, volunteer, visitor, or contractor ensuring this is done fairly and in accordance with the disciplinary measures within relevant collective agreements and Laurentian University policy.
- 4.4.6. Every employee and student shall:
 - 4.4.6.1. Take responsibility for their own behaviours and actions.
 - 4.4.6.2. Recognize and support the right of all individuals to dignity at work and study and maintain an environment in which this can flourish.
 - 4.4.6.3. Familiarize themselves with this Policy and the Program, which shall include attending appropriate training.
 - 4.4.6.4. Take the initiative in identifying Harassment and Discrimination and shall take reasonable corrective or preventative action in accordance with this Policy and the Program (including procedures).
- 4.4.7. The Student Associations have the responsibility, with Laurentian University, to promote student awareness about their behaviour and their personal responsibilities under this Policy and the Program (including procedures).



**Program on
A Respectful Workplace and Learning Environment**

Office of Administration:	Vice-President, Finance and Administration/ Provost and Vice-President, Academic
Approval Authority:	President and Vice-Chancellor
Approval Date:	February 11, 2022
Next Review:	November 2022 (Annually)
Review History:	Effective Date: October 19, 2007; revised: April 15, 2011, April 27, 2012, June 21, 2013, February 13, 2015, June 20, 2017, June 2018, May 14, 2019, October 2020

1. Overview

- 1.1 Laurentian University is committed to promoting a respectful, diverse and inclusive community and for ensuring that every individual in its community including students and employees is protected from Discrimination and Harassment and it shall establish mechanisms to give effect to the Policy on a Respectful Workplace and Learning Environment (the “Policy”) including:
 - 1.1.1 Developing and maintaining a program to implement the Policy with respect to Discrimination and Harassment;
 - 1.1.2 Developing and staffing an Equity, Diversity and Human Rights Office;
 - 1.1.3 Providing information and instruction on the contents of the Policy and this Program with respect to Discrimination and Harassment; and
 - 1.1.4 Providing ongoing training and institutional support and assistance to carry out responsibilities under the Policy.

- 1.2 This Program on A Respectful Workplace and Learning Environment (the “Program”) supplements the Policy and outlines the procedures which will be utilized in any and all instances of matters relating to the Policy. This document shall be utilized in implementing the Policy and shall outline the following:
 - 1.2.1 Measures and procedures for individuals including students and employees to report incidents of Discrimination and Harassment; and
 - 1.2.2 Set out the procedures as related to how Laurentian University will investigate and deal with incidents and complaints of Discrimination and Harassment.

2. Purpose

- 2.1 To ensure that employees, students, contractors, volunteers and visitors to the Laurentian University workplace and learning environment are protected from Discrimination and Harassment.
- 2.2 To ensure that individuals who believe that they are being subjected to acts of Discrimination and Harassment have mechanisms to access and/or report complaints.
- 2.3 To ensure that individuals are guided to available recourse if they believe that they are subject to Discrimination and Harassment, or become aware of situations involving violence.

3. Scope

- 3.1 This Program applies to all employees, students, contractors, volunteers and visitors to the Laurentian University workplace and learning environment.

4. Definitions

- 4.1 The definitions as outlined in the Policy are to be utilized in this Program.

5. Equity, Diversity and Human Rights Office

- 5.1 The Equity, Diversity and Human Rights Office is responsible for:
 - 5.1.1 Communication of the Policy and this Program;
 - 5.1.2 Development and delivery of educational programs aimed at preventing Discrimination and Harassment as well as informing the Laurentian Community on the Policy and this Program;
 - 5.1.3 Administration of the Policy this Program and related procedures;
 - 5.1.4 Interpretation of the Policy and this Program;
 - 5.1.5 Facilitating informal and formal resolution processes;
 - 5.1.6 Assessing the merits of a complaint and determining appropriate complaint investigation and resolution options;
 - 5.1.7 Undertaking neutral, independent informal enquiries; and
 - 5.1.8 Identifying trends and patterns based on complaints/issues brought forward through this office.
- 5.2 Each year a report will be prepared by the Equity, Diversity and Human Rights Office and made available to the Laurentian Community concerning the number, type and disposition of cases and on educational and other activities related to the Policy and this Program.
- 5.3 At the commencement of each academic year, the Equity, Diversity and Human Rights Office will seek nominations for a representative from each of the recognized Student Associations to act as liaison with the Equity, Diversity and Human Rights Office. This representative will be nominated by the executive members of each of the recognized Student Associations and will be provided with ongoing training and support from the Equity, Diversity and Human Rights Office in an effort to promote student awareness of the Policy and this Program.

5.4 The role of the Equity, Diversity and Human Rights Office is to:

- 5.4.1 Offer support and guidance to the Laurentian Community with respect the Policy and this Program;
- 5.4.2 Offer support and guidance to an individual making a complaint (the “Complainant”) as to whether the alleged behaviour falls within the Policy and this Program;
- 5.4.3 Offer support and guidance to an individual against whom a complaint has been made (the “Respondent”);
- 5.4.4 Outline and guide the Complainant on options for resolving the issue, including personal resolution, informal resolution using Alternative Dispute Resolution (“ADR”) measures, or pursuing more formal resolution;
- 5.4.5 Assist the parties to informally resolve matters, as required;
- 5.4.6 Appoint an investigator as required, and coordinate the investigation process in a consistent, timely and fair manner;
- 5.4.7 Assist and guide those with supervisory responsibilities in the resolution of human rights concerns;
- 5.4.8 Make referrals to other Laurentian University departments;
- 5.4.9 Bring to the attention of those in positions of responsibility any Laurentian University policy, procedures or practices that appear to discriminate against individuals or groups based on prohibited grounds as defined in the *Ontario Human Rights Code, 1990* (the “Code”); and
- 5.4.10 Communicate emerging trends and patterns to appropriate Administrators within an affected unit.
- 5.4.11 Provide feedback to assist in proactively addressing issues and promoting a respectful, diverse and inclusive community.

6. Complaints

6.1 General: If an individual believes that they are being discriminated against and/or harassed, options are available that offer employees and students an opportunity to choose a course of action that meets their needs. Resolution options fall into three (3) broad categories:

- 6.1.1 Personal Resolution (self-managed or assisted): This involves telling the individual to stop and telling them that such behaviour is unacceptable, inappropriate or unwelcome. The individual should do so as soon as they are subjected to any unwelcome comments or conduct. Although this may be difficult to do, telling an individual that their actions are inappropriate is often enough to stop the behaviour. In a situation where an individual may be too uncomfortable to make an approach on their own, they may seek third party assistance for support and advice (see section 6.4 below).
- 6.1.2 Informal Resolution Process: This refers generally to a process and options other than a formal resolution process and can include mediation, negotiation, facilitation, conflict resolution conferences and other dispute resolution techniques (see section 9 below).
- 6.1.3 Formal Resolution Process: This refers to a complaint process where a fact finding investigation is carried out and a determination is made as to whether the Policy has been breached (see section 10 below). A complaint may be deemed to be made in

bad faith if it is deliberately and maliciously invented in order to damage the reputation of the Respondent. This is not to be confused with a complaint made in good faith that is found without merit. A complaint made in bad faith is a violation of the Policy and the Complainant may be subject to corrective measures/disciplinary action.

6.2 If an individual believes that someone who is not a member of the Laurentian University Community (e.g. volunteer, contractor or visitor) has discriminated against and/or harassed them, it is an individual's right to report the incident(s) to the Equity, Diversity and Human Rights Office. Although Laurentian University has limited control over third parties, it will do its best to address the issue and prevent further issues from arising.

6.3 If an individual believes that they have experienced Discrimination and/or Harassment they should keep a personal record of the details or incidents. This will be very helpful when the individual is seeking a resolution process as it will clarify both for that individual and the Equity, Diversity and Human Rights Office what happened. The information to be kept includes the following:

6.3.1 Date and Time;

6.3.2 Place;

6.3.3 Name and status of other individual (s) involved;

6.3.4 A specific account of what happened – be as detailed as possible;

6.3.5 The effect of the incident;

6.3.6 Name of witnesses; and

6.3.7 Action taken including any individual (s) to whom the incident has been reported and any attempts at personal resolution.

6.4 Seeking Assistance:

At the local level:

6.4.1 When direct personal action has not been successful, it can be very effective for employees or students to seek assistance at the "local" level, e.g. from professors, instructors, coaches, managers or supervisors or individuals in authority in their unit, such as their Dean, Director, Associate/ Vice-President or Vice-President, or from their Unions or Employee Associations.

6.4.2 Prior to taking action or rendering assistance in the resolution of situations that may involve Harassment and/or Discrimination the individual seeking assistance and/or the individual being asked to assist are encouraged to contact the Equity, Diversity and Human Rights Office to discuss the proposed course of action.

From the Equity, Diversity and Human Rights Office:

6.4.3 The Equity, Diversity and Human Rights Office is available to provide information about the Policy and this Program (including procedures) to any member of the Laurentian University Community, including individuals who believe they may have experienced or witnessed Discrimination and/or Harassment and those who may have been accused of it, as well as others who may be involved or impacted.

- 6.4.4 The Equity, Diversity and Human Rights Office is an impartial, neutral source of information about Harassment, Discrimination and the interpretation and implementation of the Policy and this Program. The Equity, Diversity and Human Rights Office is not an advocate for either party.
- 6.4.5 One of the Equity, Diversity and Human Rights Office's key roles, and the initial purpose of any consultation, is to provide the individual with the information they need about the Policy and this Program in order to make informed choices.
 - 6.4.5.1 Consultations will typically include a discussion of multiple resolution options available within the broad categories of personal (self-managed or assisted) resolution, the informal resolution process and the formal resolution process, including their respective advantages and disadvantages and/or, as required, interpretations and explanation of the Policy and this Program (including procedures).
 - 6.4.5.2 The Equity, Diversity and Human Rights Office will advise potential Complainants and Respondents, verbally, in writing and/or by direction of these procedures, of their right to procedural fairness, and of the availability of counselling or other additional or alternative Laurentian University services and resources, as appropriate and/or applicable.
 - 6.4.5.3 At the conclusion of the consultation, if any, the Complainant alleging Discrimination and/or Harassment has the option to:
 - 6.4.5.3.1 Submit a written complaint (Case Resolution Request Form), and provide details of the cause for concern; or,
 - 6.4.5.3.2 Proceed on their own with a personal (self-managed or assisted) resolution; or
 - 6.4.5.3.3 Take no further action.
- 6.5 Intake and Assessment Criteria:
The decision on whether or not to proceed with a resolution process, whether informal or formal, shall be made by the Equity, Diversity and Human Rights Office. On receiving a written complaint (Case Resolution Request Form), the Equity, Diversity and Human Rights Office will assess whether all four (4) of the following criteria have been met:
 - 6.5.1 Whether the matter is within the jurisdiction of Laurentian University i.e. involving employees and/or students of Laurentian University;
 - 6.5.2 Whether the allegations fall within the scope of the Policy and this Program, i.e. alleging Discrimination and/or Harassment;
 - 6.5.3 Whether the complaint is timely i.e. the most recent alleged incident occurred within the past year; and
 - 6.5.4 Whether the complaint establishes a *prima facie* case of Discrimination and/or Harassment. The burden of proof is on the Complainant to establish a *prima facie* case of Discrimination and/or Harassment i.e. by alleging facts that tend to establish the essential elements of the definition.
- 6.6 Where the complaint lacks sufficient detail or does not address important evidentiary points, but does tend to establish a *prima facie* case, the Equity, Diversity and Human Rights Office may make appropriate enquiries with the Complainant and the Respondent to supplement the information provided.

- 6.7 If the complaint does not involve an employee or student, and only seeks redress from Laurentian University e.g. alleging that the University itself has failed to meet its obligation to provide a safe and healthy environment free of Discrimination and Harassment the matter shall be referred to the Vice-President, Finance and Administration as well as the Provost and Vice-President, Academic, who may direct an investigation and order any interim measures or relief that, they deem fit. The Complainant shall be so notified, in writing, with reasons.
- 6.8 If the foregoing intake and assessment criteria are not met, the Complainant will be advised of the determination not to proceed. Recognizing that this action does not resolve the Complainant's issue, the Equity, Diversity and Human Rights Office may be able to recommend other problem solving options or refer the Complainant to other Laurentian University services or resources.
- 6.9 Upon request, the Equity, Diversity and Human Rights Office will provide either party with general information and guidelines related to the form and content of a complaint or response to a complaint. If further assistance is required to prepare a complaint or a response, either party may seek such assistance from a Union or Employee Association representative, a trusted friend or colleague or anyone else they deem appropriate.
- 6.10 After a complaint has been accepted by the Equity, Diversity and Human Rights Office, the Equity, Diversity and Human Rights Office will determine if any immediate action or interim measures are required to protect the health, safety and security of the Complainant, the Respondent, Laurentian University, its community or any of its members. This may be done in consultation with the Associate Vice-President, Human Resources and Organizational Development in circumstances which warrant same.
- 6.11 These measures may include but are not limited to:
- 6.11.1 Limiting access to facilities and/or areas within a department;
 - 6.11.2 Making arrangements for academic accommodations;
 - 6.11.3 Change in reporting relationship or worksite; or
 - 6.11.4 Discontinuing contact between the Complainant and the Respondent during the period of the proceedings under the Policy and this Program (collectively referred to as "Interim Measures").
- 6.12 Interim Measures, if required, are to be implemented by the appropriate Laurentian University personnel. Where appropriate, parties shall be notified of any Interim Measures to be implemented. Note that any Interim Measures are not intended as discipline or a transfer within the meaning of any collective agreement or Laurentian University policy. Any Interim Measures are taken on a without prejudice basis.
- 6.13 Nothing in the Policy or this Program precludes a member of the Executive Team from invoking an ADR process or an investigation in accordance with these procedures or independent of the Equity, Diversity and Human Rights Office in circumstances warranting same and/or in a situation where Laurentian University reasonably believes that Discrimination and/or Harassment may have occurred, even though no individual has complained about a violation of the Policy or this Program. This will be done in consultation with the Equity, Diversity and Human Rights Office.

- 6.14 All complaints must be initiated as soon as possible and within one year of the most recent alleged incident occurring. In extenuating circumstances, and at the discretion of the Equity, Diversity and Human Rights Office, an extension of time may be considered.

7. No Reprisal or Retaliation

- 7.1 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone pursuing their rights under the Policy and this Program. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a complaint under the Policy and this Program. Retaliations can also constitute infractions under applicable legislation.
- 7.2 Discrimination and Harassment in the Policy are serious matters. The Policy and this Program prohibit reprisals or retaliation against individuals who have made good faith complaints or provided information regarding a complaint, incident or report of an incident of Discrimination and/or Harassment. Individuals who engage in reprisals and retaliation and/or threats of reprisal or retaliation may be disciplined up to and including being expelled from the University and/or dismissal from employment.

8. Rights of the Complainant and the Respondent

8.1 Rights of the Complainant:

If an individual believes that they are being Harassed or Discriminated against they have the right to:

- 8.1.1 Meet with a staff member in the Equity, Diversity and Human Rights Office to raise or discuss matters under the Policy and this Program.
- 8.1.2 File a written complaint (Case Resolution Request Form) to be dealt with through the Informal Resolution Process and/or Formal Resolution Process as described in sections 9 and 10 below, respectively, subject to section 6.5.
- 8.1.3 Have the matter dealt with promptly, without fear of embarrassment or reprisal.
- 8.1.4 Have an individual's person of their choice, including a representative from their Union or Employee Association or a student advocate, accompany them during the process (the "Support Person").
- 8.1.5 Be informed about the progress of the matter.
- 8.1.6 Be treated fairly.
- 8.1.7 Be informed of the type of corrective measures/disciplinary action that will result from the matter.

8.2 Rights of the Respondent:

The individual against whom allegations have been made under the Policy, has the right to:

- 8.2.1 Meet with a staff member in the Equity, Diversity and Human Rights Office.
- 8.2.2 Be informed of the matter and the identity of the Complainant and be given a written statement of the official allegations, and the opportunity to respond to them.
- 8.2.3 Have a Support Person, accompany them during the process.

- 8.2.4 Be informed about the progress of the matter.
- 8.2.5 Be treated fairly.
- 8.2.6 Be informed of the type of corrective measures/disciplinary action that will result from substantiated allegations.

8.3 Support Person:

- 8.3.1 The role of the Support Person is to:
 - 8.3.1.1 Provide moral support, keeping in mind that the Complainant and the Respondent are responsible for expressing their own thoughts and feelings, and for full disclosure of information related to the allegations;
 - 8.3.1.2 Support the investigator's objective of conducting a full, fair and impartial investigation;
- 8.3.2 The Support Person cannot be a witness in any subsequent investigation under this Program.
- 8.3.3 The Equity, Diversity and Human Rights Office representative or the investigator may terminate or postpone the interview and/or meeting if the behaviour of the Support Person is deemed inappropriate.
- 8.3.4 Any costs associated with the attendance of a Support Person shall be borne by the Complainant or the Respondent, as the case may be.

9. Informal Resolution Process by Way of Alternative Dispute Resolution (ADR)

- 9.1 The Informal Resolution Process (the "Informal Process") refers, generally, to a problem-solving approach, chosen and controlled by the individuals involved, to achieve a satisfactory resolution and it does not create a formal record in the individual's official personnel or student file. The Informal Process will be initiated by an individual submitting a written complaint (Case Resolution Request Form) which sets out a summary/details of any alleged incidents. The Informal Process may proceed, subject to section 6.5. Following this, the Respondent will be contacted by the Equity, Diversity and Human Rights Office within ten (10) working days to discuss the issues raised in the written complaint.
- 9.2 The Informal Process will attempt to be conciliatory rather than adversarial. This Informal Process involves discussing the issues and attempting to develop appropriate solutions. It is best used in the early stages where people are willing to come to an agreement. Such an agreement may take the form of a clarification of a misunderstanding, an apology, a conflict resolution conference between the parties or an agreed plan of action to avoid future incidents.
- 9.3 In the first instance, the Equity, Diversity and Human Rights Office will explore the use of ADR with the parties to resolve the matter. Where the parties agree, the Equity, Diversity and Human Rights Office will work together with the parties to resolve the matter.
- 9.4 ADR is a process that parties can use to reach their own agreement and can include mediation, negotiation, facilitation, conflict resolution conferences, and other dispute resolution techniques. The Equity, Diversity and Human Rights Office shall normally conduct ADR of matters falling under the Policy. However, Laurentian University, through its Executive Team,

reserves its right to initiate ADR procedures independent of the Equity, Diversity and Human Rights Office in circumstances warranting same.

- 9.5 Any information provided during ADR is without prejudice and will not be introduced as evidence in any subsequent investigation or process unless the Equity, Diversity and Human Rights Office determines that such information may be relevant to the investigation and shall not prejudice either party.
- 9.6 One type of ADR is formal mediation; a collaborative process to produce agreement or resolution. If someone has accused an individual of Discrimination and/or Harassment, and has not been able to resolve the situation with that individual informally, mediation is a possible next step. Formal mediation may make a Formal Resolution Process unnecessary. An individual can ask for formal mediation or they may agree, if it is suggested to them. However, an individual does not have to agree if they think that they are being pressured into something that does not feel right to them.
 - 9.6.1 If an individual wants to work toward a mediated settlement, the Equity, Diversity and Human Rights Office will appoint a qualified mediator, from within Laurentian University or from outside it, who is acceptable to both parties.
 - 9.6.2 At the conclusion of the formal mediation if a mutually acceptable resolution is agreed on by the parties, the mediator shall prepare an agreement and have it signed by both parties who will each be given a copy (the "Resolution Agreement"). The Equity, Diversity and Human Rights Office will work with the parties to implement the terms of the Resolution Agreement.
 - 9.6.3 Any information disclosed in the course of the formal mediation will not be introduced as evidence in an investigation should there be a Formal Resolution Process.
 - 9.6.4 At the conclusion of the formal mediation process, and notwithstanding the outcome, each party shall be informed in writing of the result.
- 9.7 Failing resolution of the matter through ADR the Complainant shall have the right to either continue to explore other means of informal resolution or proceed to a Formal Resolution Process under section 10.
- 9.8 The Equity, Diversity and Human Rights Office will endeavour to complete an Informal Process within sixty (60) working days of the Equity, Diversity and Human Rights Office making contact with the Respondent to discuss the matter.

10. Formal Resolution Process

10.1 General

- 10.1.1 If the matter cannot be resolved by the Informal Process or if it is too serious to be dealt with by the Informal Process or if the Informal Process is deemed not appropriate, the Formal Resolution Process may be initiated, subject to section 6.5.

For clarity, no investigation shall be undertaken unless the complaint establishes a *prima facie* case of Discrimination and/or Harassment.

10.1.2 If the Equity, Diversity and Human Rights Office decides not to proceed, the Complainant shall be informed in writing. The Complainant will also be informed about their right to appeal this decision in accordance with the Appeal Procedures described below in section 11.

10.1.3 Both the Complainant and the Respondent will be informed of their rights under the Policy and this Program.

10.2 Complaint/Notification

10.2.1 Upon the Equity, Diversity and Human Rights Office accepting the complaint under the Formal Resolution Process, based on the criteria noted above, they shall:

10.2.1.1 Notify the Respondent in writing that a complaint has been lodged. The Respondent will be provided with a copy or summary of the allegations, identifying the Complainant. The Respondent will also be provided with a copy of the Policy and this Program.

10.2.1.2 Where appropriate, inform the relevant Direct Supervisor for each party that a complaint has been filed and an investigation initiated. Where appropriate, the Equity, Diversity and Human Rights Office will also recommend and/or discuss the need for Interim Measures.

10.2.1.3 Inform the relevant Union or Employee Association for each party that a complaint has been filed and an investigation initiated.

10.3 Response

10.3.1 The Respondent shall have the right (but is not obliged) to respond in writing, within ten (10) working days of being notified. The response, if any, should either acknowledge or deny the validity of the allegations in whole or in part, provide additional information, and/or propose a resolution of the complaint. A request for an extension of the response period will not be unreasonably withheld.

10.3.2 The Respondent is entitled to the same level of assistance in the process as is available to the Complainant. If they have not already done so, the Respondent has the right to contact the Equity, Diversity and Human Rights Office in order to obtain information, guidance and assistance and discuss options. The Equity, Diversity and Human Rights Office will not directly assist the Respondent to prepare their response; a Respondent may seek such assistance from a Union or Employee Association representative, a trusted friend or colleague or anyone else they deem appropriate.

10.4 Reply

10.4.1 The Complainant shall be provided with a copy or summary of the response and has the right (but is not obliged) to reply, in writing, within five (5) working days. The Complainant may, in their reply, accept the Respondent's proposed resolution, if there is one; propose or request an alternate resolution, withdraw some or all of the

allegations, or rebut the Respondent's contradictory evidence or affirmative defence.

- 10.4.2 The Respondent is provided with a summary of the Complainant's reply, which ends this stage of the process.

10.5 Investigation Initiation

- 10.5.1 Once the complaint is accepted under the Formal Resolution Process, the Equity, Diversity and Human Rights Office will appoint an investigator, who is impartial and unbiased and who is trained in investigation techniques, to conduct a fair, thorough and complete investigation of the complaint as expeditiously as possible.
- 10.5.2 Any party to the Formal Resolution Process may challenge the appointment of the investigator on the ground that the individual has a potential conflict of interest in the outcome of the matter or that there is a reasonable apprehension of bias on their part. A party raising the challenge will submit it in writing to the Equity, Diversity and Human Rights Office, who will make a decision with regard to the potential for conflict of interest within five (5) working days of having received the challenge. That decision will be final. Details of the challenge and the decision shall be noted in writing in the written report of the investigator.
- 10.5.3 Once the investigator has been appointed, the Equity, Diversity and Human Rights Office will make all relevant documentation collected about the complaint available to them. The investigator may then devise a written investigation plan which will outline the process to interview the Complainant, the Respondent, and all witnesses whom the investigator determines to have any information relevant to the complaint. In addition, the investigator will list those individuals who, although named as witnesses, in their view had no information bearing on the complaint or were not available for interview. If it appears to the investigator that other individuals not named by the parties may have information related to the complaint, every effort will be made to interview those potential witnesses. It may also be necessary for the investigator to re-interview the parties before issuing their report.
- 10.5.4 The investigator shall collect, review, analyze and assess the facts with respect to the merits or veracity of the allegation(s). Facts are derived from evidence provided by the Complainant, the Respondent, as well as witnesses and other evidence, if any, and may include inferences drawn by the investigator from the evidence gathered.
- 10.5.5 A typical investigation involves, but is not necessarily limited to, the information gathered in the complaint/response process, supplemented by interviews, if necessary, with the Complainant, Respondent and witnesses (in that order) and the review of any applicable documentary, physical, corroborative or contemporaneous or other evidence. An interview with the Respondent will be requested if their prepared response statement does not address important evidentiary points, is non-responsive, or lacks sufficient detail.
- 10.5.6 The investigator is solely responsible for determining the scope of the investigation, including which witnesses, if any, are to be interviewed. Witnesses may include

anyone who can provide information, records or details regarding an allegation or the circumstances surrounding a complaint. When material facts are not in dispute, interviewing witnesses may be unnecessary.

10.6 Interviews

- 10.6.1 During the investigation, every attempt will be made to interview the Complainant first. Usually the Respondent will be interviewed second because they have the right to reply fully to the allegations made against them and to name their witnesses.
- 10.6.2 In all circumstances, interviews with witnesses will occur after the Complainant and the Respondent have been given an opportunity to be interviewed.
- 10.6.3 There is an obligation on members of the Laurentian University Community to cooperate in the investigation of a complaint.
- 10.6.4 If a Respondent refuses to cooperate, in most cases it will be both possible and appropriate to proceed with an investigation without a statement (response) or interview of the Respondent.

10.7 Postponement

- 10.7.1 The investigator may decide to suspend any investigation in the event that the situation is appropriate for, and the parties mutually agree to attempt, ADR (under section 9 of the Program) through the Equity, Diversity and Human Rights Office. Should ADR not be successful, the investigator will restart the investigation.
- 10.7.2 The Equity, Diversity and Human Rights Office may decide to postpone, suspend or cancel any investigation if its continuance would duplicate or prejudice another proceeding or bring the administration of the Policy and this Program into disrepute. In coming to a decision, the Equity, Diversity and Human Rights Office will consider such factors as:
 - 10.7.2.1 Laurentian University's responsibility to provide an environment free from Harassment and/or Discrimination.
 - 10.7.2.2 The recognition that grievances may be filed simultaneously with complaints in order to comply with negotiated timelines (should a Complainant under these circumstances elect to grieve a human rights matter under their collective agreement or other policy established by Laurentian University rather than through the Policy and this Program, Laurentian University reserves the right to continue with its own investigation to address the matter in compliance with its obligations under the Code or the OHSA).
 - 10.7.2.3 Other legal procedures that may be initiated to protect statutory rights.
 - 10.7.2.4 The wishes of the parties.

10.8 Balance of Probabilities

- 10.8.1 The investigator will decide whether, on a balance of probabilities, there is enough evidence to conclude that Discrimination and/or Harassment occurred.

10.9 Time Frame

- 10.9.1 The investigation shall normally be completed within forty (40) working days from the time the investigator has been appointed and/or from the time a decision is rendered as related to a challenge to the appointment of one or more investigators on the grounds that the individual has a potential conflict of interest in the outcome of the matter or that there is a reasonable apprehension of bias (see section 10.5.2).
- 10.9.2 Time that elapses during the suspension of an investigation will not be included when calculating this time limitation (see section 10.7 Postponement).
- 10.9.3 In extenuating circumstances, where the investigation goes beyond this timeframe, the parties and their Unions or Employee Associations will be advised and will be provided with reasons for the delay.

10.10 Investigation Results and Reports

- 10.10.1 The investigator shall submit a written report to the Equity, Diversity and Human Rights Office summarizing the results of the investigation and including a determination as to whether the Policy has been breached (the "Report").
- 10.10.2 The Report must not only be fair and impartial, but also thorough, complete and useful and shall include a clear statement based, on a balance of probabilities stating one of the following that:
 - 10.10.2.1 allegations in the complaint are substantiated; or
 - 10.10.2.2 allegations in the complaint are unsubstantiated; or
 - 10.10.2.3 there is insufficient evidence on which to base a finding; or
 - 10.10.2.4 the complaint was frivolous, vexatious, malicious or made in bad faith.
- 10.10.3 The conclusion of the investigation is marked by the delivery of the Report by the investigator.
- 10.10.4 Within five (5) working days of the conclusion of the investigation, the Equity, Diversity and Human Rights Office, after reviewing the Report, will submit same to one of the following decision makers as follows, depending on the parties involved in the investigation:
 - 10.10.4.1 Associate Vice-President, Human Resources and Organizational Development if it is an employee other than a faculty member; or
 - 10.10.4.2 Provost and Vice-President, Academic, if it is a member of faculty; or
 - 10.10.4.3 Associate Vice-President, Student Affairs, Registrar and Secretary of Senate if it is a student; or
 - 10.10.4.4 Vice-President, Finance and Administration if it is an Administrator; or

- 10.10.4.5 President and Vice-Chancellor if it is a Senior Administrator, other than the President and Vice-Chancellor; or
 - 10.10.4.6 Chair of the Board of Governors if it is the President and Vice-Chancellor of Laurentian University.
- 10.10.5 Within fifteen (15) working days of receiving the Report from the Equity, Diversity and Human Rights Office, the decision maker who receives the Report will then decide, in accordance with the Policy and this Program and any applicable collective agreements:
- 10.10.5.1 What remedies, if any, will be provided to the Complainant.
 - 10.10.5.2 The corrective measures /disciplinary action, if any, to be imposed on the Respondent.
 - 10.10.5.3 The corrective measures/disciplinary action to be imposed on the Complainant in the case of a frivolous, vexatious, malicious, or bad faith complaint.
 - 10.10.5.4 Whether the employee or student in question can continue in their current workplace or learning environment.
- 10.10.6 In cases where a conflict of interest or a reasonable apprehension of bias is declared by either one of the parties or by the decision maker, another individual on the above list will be called upon to make the decision.
- 10.10.7 The decision maker will communicate its decision in writing to the Equity, Diversity and Human Rights Office (the “Written Decision”). This decision shall be included in the Notice of Decision.

10.11 Notice of Decision

- 10.11.1 Upon receipt of the Written Decision, the Equity, Diversity and Human Rights Office will then prepare a confidential Notice of Decision which shall summarize the Report and set out the decision including any remedies and/or corrective measures and/or disciplinary action that has been ordered. The confidential Notice of Decision shall include a summary of the evidence as aggregate information that does not identify individuals.
- 10.11.2 The Notice of Decision will be marked *Confidential* and will be subject to the confidentiality provisions set out below at section 14.
- 10.11.3 Where the decision maker is contemplating corrective measures/disciplinary action as a result of the investigation, a request for a meeting will be sent to the Respondent and/or Complainant, as the case may be, and their Union or Employee Association representative, providing them with at least five (5) working days’ notice. A copy of the Notice of Decision will be included with the request for the meeting. This meeting shall take place within twenty (20) working days of the conclusion of the investigation.
- 10.11.4 Following its meeting with the Respondent and/or Complainant, as the case may be, the decision maker will consider the representation of the Respondent and/or

Complainant, as the case may be, and their Union or Employee Association prior to making a final decision in regards to corrective measures/disciplinary action.

- 10.11.5 Within five (5) working days of the meeting noted above, the decision maker shall notify the Respondent and/or Complainant, as the case may be, and Union or Employee Association in writing as to whether corrective measures shall be taken and/or discipline shall be imposed, the nature of the corrective measures/disciplinary action, the reasons for it and the events being relied upon to support it.
- 10.11.6 The Equity, Diversity and Human Rights Office will provide a copy of the Notice of Decision to the Complainant and their Union or Employee Association representative.
- 10.11.7 Within ten (10) working days or sooner from the date where corrective measures/disciplinary action has been communicated or from the time of the meeting with the Complainant and the Respondent, the decision maker will institute corrective action, remedies and /or any changes in work.

10.12 Remedies/Corrective Measures

- 10.12.1 Laurentian University will make every reasonable effort to remedy the effects of the Discrimination and Harassment. The Complainant may receive one or more remedies depending on the severity of the matter and how they were affected. These remedies include but are not limited to a:
 - 10.12.1.1 verbal or written apology from the Respondent;
 - 10.12.1.2 compensation for lost wages;
 - 10.12.1.3 job or promotion that was denied;
 - 10.12.1.4 compensation for lost tuition;
 - 10.12.1.5 transfer of the student with the student's consent from one course or section to another;
 - 10.12.1.6 reassignment of graduate supervisors;
 - 10.12.1.7 commitment that they will not be transferred, or will have a transfer reversed, unless they choose to move; and/or
 - 10.12.1.8 change in work or study conditions or arrangements.
- 10.12.2 No record of the complaint, investigation or decision will go in the Complainant's official personnel or student file, if the complaint was made in good faith.

10.13 Corrective/Disciplinary Action

- 10.13.1 An individual who has Discriminated against, and/or Harassed another individual or an individual who has filed a frivolous, vexatious, malicious or bad faith complaint, shall be subject to discipline. In addition, the individual shall be required to take any remedial steps necessary in the opinion of Laurentian University to remedy the situation to ensure a respectful workplace and learning environment.

10.13.2 If the investigation does not find evidence to support the complaint, there will be no documentation concerning the complaint placed in the official personnel or student file of the Respondent.

10.13.3 When the investigation reveals that Discrimination and/or Harassment occurred, the incident and the corrective measures/disciplinary action which is imposed on the Respondent will be recorded in the Respondent's official personnel or student file. If the investigation reveals that the complaint was frivolous, vexatious, malicious, or made in bad faith, the incident and the corrective measures/disciplinary action which is imposed on the Complainant will be recorded in the Complainant's official personnel or student file.

10.14 **No Breach**

10.14.1 Where the finding is that there has been no breach of the Policy, the matter shall be considered resolved and no information shall be placed in the official personnel or student file of the Respondent.

11. **Appeal Procedures**

11.1 **Faculty and Staff Appeals**

11.1.1 Any Complainant or Respondent who is a bargaining unit member adversely affected by the decision may pursue their rights, if any, under the applicable collective bargaining agreement.

11.2 **Non-Union Employee Appeals**

11.2.1 Any Complainant or Respondent who is a non-union employee adversely affected by the decision may appeal the decision directly to the Vice-President, Finance and Administration* within ten (10) working days of receipt of the Notice of Decision by requesting an appeal in writing.

11.2.2 The grounds of the available appeal are that there has been a misinterpretation, a violation, an improper application, or faulty administration of the Policy and/or this Program, or that the corrective measures/disciplinary action imposed are excessive.

11.2.3 Within ten (10) working days of receiving the written appeal, the Vice-President, Finance and Administration will render a final, written decision.

11.3 **Student Appeals**

11.3.1 Any Complainant or Respondent who is a student adversely affected by the decision may appeal the decision directly to the Provost and Vice-President, Academic** within ten (10) working days.

11.3.2 The grounds of the available appeal are that there has been a misinterpretation, a violation, an improper application, or faulty administration of the Policy and/or this Program or, that the corrective measures/disciplinary action imposed are excessive.

11.3.3 In the case of an appeal against corrective measures/disciplinary action, the Provost and Vice-President, Academic will consult with the Associate Vice-President, Student Affairs, Registrar and Secretary of Senate before reaching a final decision.

11.3.4 Within ten (10) working days of receiving the written appeal, the Provost and Vice-President, Academic will render a final, written decision.

* In the case of a conflict, the Provost and Vice-President, Academic

** In the case of a conflict, the Vice-President, Finance and Administration

12. Files of the Equity, Diversity and Human Rights Office

12.1 The Equity, Diversity and Human Rights Office will retain the written complaint and all supporting documentation, reports and notices, as a confidential document except as provided in the Policy and this Program.

12.2 These files will be retained for five (5) years from the date the complaint was filed pursuant to the Policy and this Program, after which time they will be disposed of in a manner that protects the security and confidentiality of the information.

13. Additional Information

13.1 Additional Recourse Available to the Complainant

13.1.1 The Policy and this Program does not in any way prevent an individual seeking redress from the Human Rights Tribunal of Ontario.

13.1.2 Nothing in the Policy or this Program denies or limits access to other redress available under the law and/or any applicable collective agreement.

14. Confidentiality

14.1 Confidentiality is required in all procedures under the Policy and this Program. Because of the particular sensitivity of Discrimination and Harassment complaints and their consequences, confidentiality is of the utmost importance and will be maintained at all times, unless the safety of members of the Laurentian Community are at risk or subject to the disclosure requirements under the Policy and/or the *Freedom of Information and Protection of Privacy Act, 1990* or any other applicable legislation. Maintaining confidentiality benefits everyone involved in the complaint process. Those making complaints shall not discuss the matter other than with the appropriate parties. Those involved in dealing with the complaints will disclose information only where absolutely necessary and the Complainant will be consulted before any disclosure of information is made. The importance of confidentiality will be stressed to all those involved in an investigation and everyone will be strictly required not to discuss the complaint with colleagues.

14.2 Confidentiality does not mean anonymity. In the instance of acting on a complaint, a fundamental principle is that the Respondent must be informed of who has made the

allegations, and the specific nature of the allegations, at the earliest possible point in the process.

14.3 In limited situations it may be necessary to convey appropriate information to the Administration in order for Laurentian University to fulfill its obligation as employer and policy enforcer.

14.4 Also, notice as prescribed in section 10.2 of this Program will be made.

15. Notice of Collection of Personal Information Under the Policy and this Program

15.1 Any personal information about an individual collected in respect of the Policy and this Program, is pursuant to *The Laurentian University of Sudbury Act, 1960*. Such information will only be used for the purposes and functions outlined in the Policy and this Program. If an individual has any questions about the collection, use, and disclosure of this information please contact the Senior Administrator responsible for the Policy and this Program.

16. Legislation, Policies and Procedures

16.1 The Policy and this Program are part of a tetralogy of Laurentian University policies that support learning and working places free from Discrimination, Harassment, violence and sexual violence including:

16.1.1 Laurentian University Code of Student Rights and Responsibilities

16.1.2 Laurentian University Policy on Response and Prevention of Sexual Violence

16.1.3 Laurentian University Policy and Program on Workplace Violence Prevention

16.2 Additional related Legislation, Policies, Procedures and Other Documents

16.2.1 *Accessibility for Ontarians with Disabilities Act, 2005*

16.2.2 *Freedom of Information and Protection of Privacy Act, 1990*

16.2.3 *Occupational Health and Safety Act, 1990*

16.2.4 *Ontario Human Rights Code, 1990*

16.2.5 *Labour Relations Act, 1995*

16.2.6 *Employment Standards Act, 2000*

16.2.7 Applicable Collective Agreements

16.2.8 Community Standards Manual for Laurentian University Residence Complex (University College Residence, Single Student Residence, Mature Student Residence, West Residence)

16.2.9 Employment Equity Policy

16.2.10 Policy on Accessibility Standards for Customer Service

16.2.11 Policy on Academic Accommodation for Students with Disabilities

16.2.12 Guidelines on Academic Accommodation for Students with Disabilities

Laurentian University of Sudbury Varsity Team Member Guidelines.

APPENDIX A

PROGRAM SUPPLEMENTING THE POLICY ON A RESPECTFUL WORKPLACE AND LEARNING ENVIRONMENT

APPENDIX A – Examples and Relationships between members of the Laurentian University Community

1. Examples of Human Rights Discrimination

1.1 Examples of Discrimination include, but are not limited to:

- refusing to hire or promote, or dismissing a woman because she is or may become pregnant;
- refusing a student with a disability, any accommodations required by the Accessibility Services Office and that are required for an exam or assignment;
- preventing an individual from attending a course, or refusing them employment or refusing them any other advantage based on a prohibited ground such as sex, race, disability or sexual orientation;
- indirect Discrimination: for example, a receptionist is instructed not to accept a job application from applicants who are from a particular racial or ethnic background.

2. Examples of Legally Justified Reasons

2.1 The following are examples of legally justified reasons for authorizing behaviours that would otherwise be prohibited:

- A right under the Code is not infringed by implementing a special program designed to relieve hardship or economic disadvantage or to assist disadvantaged individuals or groups to achieve or attempt to achieve equal opportunity or that is likely to contribute to the elimination of the infringement of rights under the Code (article 14(1) of the Code).
- Dismissing an employee for the sole reason that the individual is incapable of performing or fulfilling the essential duties or requirements of the position because of a disability where no reasonable accommodation* is possible does not infringe their rights (article 17(1) of the Code). (*Note: Article 17(2) of the Code states that an individual will not be found “incapable unless the needs of this individual cannot be accommodated without undue hardship on the individual responsible for accommodating those needs, considering the cost, outside sources of funding, if any, and health and safety requirements”).
- The right to equal treatment under the Code is not infringed by restricting services and facilities because of sex where the use of the services or facilities is restricted to individuals of the same sex on the ground of public decency (Article 20(1) of the Code).

3. Examples of Human Rights Harassment

3.1 Examples of Human Rights Harassment under the Code include but are not limited to:

- unwelcome remarks, slurs, jokes, taunts, or suggestions about a person’s race, national or ethnic origin, colour, religion, age, sex, marital status, family status, physical or mental disability, sexual orientation, or pardoned conviction;
- unwelcome sexual remarks, invitations, or requests (including persistent unwanted contact after the end of a relationship);
- displays of sexually explicit, sexist, racist, or other offensive or derogatory material (e.g. posters, graffiti, emails etc.);
- Attitudes and labels that make assumptions about individuals and their abilities based on their age;

- practical jokes that embarrass or insult someone, based on one of the prohibited grounds;
- unwanted physical contact such as and not limited to touching, pinching, patting, grabbing, or brushing against another individual, etc;
- vandalism of personal property.

4. Examples of What Constitutes and What Does Not Constitute Bullying (Psychological Harassment)

4.1 Examples of Bullying include but are not limited to:

- discrediting an individual, spreading rumours, ridiculing them, humiliating them, calling into question their convictions or their private life;
- preventing an individual from expressing themselves: constantly interrupting them, prohibiting them from speaking to others;
- no longer talking to them at all, denying their presence, distancing them from others;
- destabilizing an individual by making fun of their convictions, their tastes and/or their political opinions;
- undermining or deliberately impeding a individual's work by withholding necessary information or purposefully giving the wrong information;
- aggressive behaviour such as finger pointing, standing close to an individual in an aggressive manner, pounding of fist against desk or wall;
- verbally abusive behaviour such as yelling, insults, threats and name calling.
- spreading malicious rumours or lies;
- unreasonably criticizing the performance of an individual;
- impeding an individual's efforts at promotions or transfers;
- messages, including voice mail, electronic mail, online chats, and comments posted on websites, that are threatening, derisory or defamatory;
- hazing or any other type of physical activity that intimidates or threatens a student with an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.

4.2 Bullying (Psychological Harassment) does not include:

- legitimate, constructive and fair criticism of a faculty member, staff member or student's performance/behaviour or the legitimate (i.e. not discriminatory, arbitrary, abusive or defamatory) exercise of academic freedom, freedom of thought and inquiry, and expression in teaching and research;
- The University will not condone bullying under the guise of "strong management" but, conversely, regards an assertive management style as acceptable provided that faculty, staff and students are treated with respect and dignity.

5. Examples of Sexual Harassment

5.1 Examples of Sexual Harassment include but are not limited to:

- any unwanted attention of a sexually oriented or gender oriented nature directed at an individual or group by another individual or group of the same or opposite sex who knows, or ought reasonably to know, that this attention is unwanted or unwelcome;
- any implied or expressed promise of reward for complying with a sexually oriented request or advance;
- any implied or expressed threat of reprisal for refusing to comply with an implied or expressed sexually-oriented request;

- any behaviour, verbal or physical, of a gender or sexually oriented nature that interferes with the academic or work environment of an individual or group or creates an intimidating or hostile, or offensive atmosphere.

6. Examples of Systemic Discrimination

6.1 Examples of systemic Discrimination include but are not limited to:

- a policy requiring a height or weight requirement for participation in a school activity or as an employment criterion in a designated trade that is so high that it has the effect of excluding most women;
- a practice of constructing buildings without wheelchair access, thereby limiting access to employment or classes for individuals with mobility impairment.

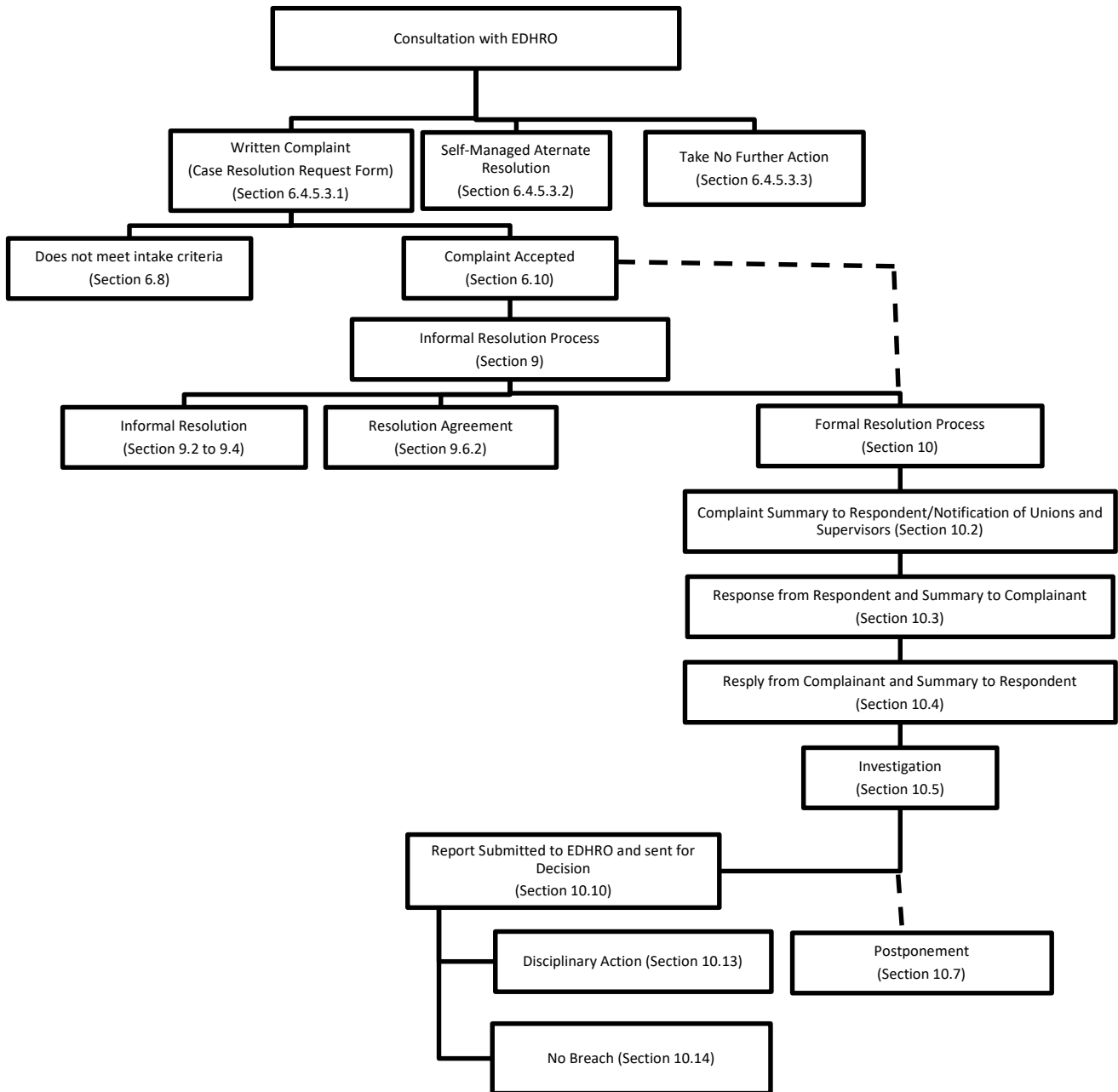
7. Relationships Between Members of the Laurentian University Community

7.1 It is possible that romantic, sexual, and financial relationships may develop between members of the Laurentian University Community. Any member of the Laurentian University Community considering such a relationship should bear in mind that:

- a) In a relationship involving partners, one of whom holds authority over the other, the issue of mutual consent may be in question should a complaint of Harassment and/or Discrimination arise either during or after the relationship. Such complaints are among the most common on university campuses.
- b) An individual engaging in a relationship with an individual over whom they have the authority to grade papers or examinations, give performance reviews or recommend promotion or termination, or in any other way affect the individual's employment or academic standing, should take particular care. Where such a power differential exists, it may be exceedingly difficult to defend against a charge of Harassment on the grounds that the relationship was based on consent. Laurentian University generally will be unsympathetic to a defence that the relationship was consensual when the facts establish that the accused had the power to affect the Complainant's academic or employment status or future prospects. Even genuinely consensual relationships between faculty members and students may be problematic and result in favouritism or perceptions of favouritism that adversely affect the learning or work environment. Conflicts of interest, even where they do not constitute Harassment and/or Discrimination should be avoided. Under these circumstances, avoidance would normally involve the individual in a position of authority asking to be relieved of such authority. Where such relief is impractical, or harmful to the rights of the less powerful party (e.g. where a professor is the only individual competent to supervise a particular thesis), other procedures to ensure fairness must be devised, possibly in consultation with the appropriate department chair, dean or director.

FLOW CHART

Based on the Program on a Respectful Workplace and Learning Environment (“Program”) – Appendix B





BOARD OF GOVERNORS

Agenda Title	Policy on Response and Prevention of Sexual Violence
Agenda Item No.	Item 6.4
Date of Meeting	June 16, 2023
Open/Closed session	Open
Action Requested	<input checked="" type="checkbox"/> For Approval <input type="checkbox"/> For Information
Proponent	Michel Piché, Interim Vice-President, Finance and Administration Dr. Brenda Brouwer, Interim Provost and Vice-President, Academic
Presenter(s)	Jennifer Dowdall, Interim Co-Director, EDHRO Shannon Goffin, Interim Co-Director, EDHRO

1. PURPOSE

The Ontario government passed the *Strengthening Post-secondary Institutions and Students Act, 2022, S.O. 2022, c. 22 - Bill 26* on December 8, 2022 to further protect students by providing measures for postsecondary institutions to address faculty and staff sexual misconduct toward students on campus.

In particular, the amendments:

- Strengthen the tools available to institutions to address instances of faculty or staff sexual misconduct against students (i.e., deeming sexual abuse of a student to be just cause for dismissal and preventing the rehiring of employees found to have committed sexual abuse of a student)
- Prevent the use of non-disclosure agreements to address instances where an employee leaves an institution to be employed at another institution and their prior wrongdoing remains a secret; and,
- Require institutions to have employee sexual misconduct policies in place that provide rules for behaviour between faculty, staff and students as well as disciplinary measures for faculty and staff who break these rules.

Bill 26 amends the *Ministry of Training, Colleges and Universities Act, 1990* primarily to add a new section which comes into force on July 1, 2023 setting out rules concerning sexual misconduct toward students by employees of publicly-assisted universities.

2. SYNOPSIS

Revisions to the Policy on Response and Prevention of Sexual Violence are being brought forward for approval.

3. RESOLUTION TO CONSIDER:

WHEREAS the Laurentian University Board of Governors, on recommendation of the Executive Committee, last approved the *Policy on Response and Prevention of Sexual Violence* on February 11, 2022.

THAT the Board of Governors, on the recommendation of the Executive Committee, approves the *Policy on Response and Prevention of Sexual Violence*, as presented at its meeting of June 16, 2023.

A Background/Issue Description

It should be noted that as of the April 26, 2019 review of the Policy on Response and Prevention of Sexual Violence (the Policy), University faculty and staff have also been covered by the Policy and therefore already aligned with the provision of having a policy which addresses employee sexual misconduct.

The current revisions being proposed to the Policy on Response and Prevention of Sexual Violence are as follows:

- Incorporating the language of section 16 of the *Ministry of Training, Colleges and Universities Act, 1990* as set out above, as per Bill 26 in section 11 “Investigation Results and Reports” at section 11.10.
- At section 3.2 regarding the collective agreement provisions, added in language to comply with new legislative provisions “except where specifically set out at section 11.10”
- Referral to report throughout the Policy:
 - changed to Disclosure or Complaint (making a Complaint)
 - Report now only referred to as a report to Campus Safety
- In section 5 Definitions:
 - At section 5.7, Sexual Violence definition to encompass: Sexual Assault, Sexual Harassment and Sexual Misconduct
 - Definition of Sexual Misconduct added at section 5.7.3
 - At section 5.9, University Community, definition of Volunteer added at section 5.9.8
- Reference to the Sexual Violence Response Team as defined at section 5.10 has been removed, alternatively reference to consult with campus stakeholders as appropriate, is set out at section 7.4.2 under section 7.4 Follow up on a Disclosure. This is in line with other policies that fall within the EDHRO mandate and to align with existing practices.
- Duplicate language regarding Confidentiality was at sections 7.2 and 14. The language has now been merged and is set out at section 13.
- Incorporated language under section 8 General Provisions on the Complaint Process at sections 8.1.5 to 8.3 for clarification of process and to align with language in other policies within the mandate of the EDHRO.
- Revisions throughout the Policy to align with existing practices/other companion policy processes and minor revisions to ensure clarity and consistency.

B Alignment with Strategic Objective or Plan of the University

C Other options considered (where applicable):

D Risks including legislative compliance

Legislative Compliance	<ul style="list-style-type: none">• <i>Ministry of Training, Colleges and Universities Act, 1990</i>• <i>Strengthening Post-secondary Institutions and Students Act, 2022, S.O. 2022, c. 22 - Bill 26</i>
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E Financial Implications (where applicable):

F Benefits

G Consultations (where applicable)

Consultations with respect to the proposed revisions were offered and feedback requested from the following stakeholders:

- LUFA, LUSU, CUPE, LUAPSA
- Indigenous Sharing and Learning Centre/Indigenous Student Affairs
- Joint Health and Safety Committee
- CARE Team
- Student Associations (SGA, AEF, GSA)
- Indigenous Students Circle
- Pride Laurentian
- Women's Centre

Furthermore, two open drop-in consultation sessions for members of the Laurentian University community were held on April 26th, 2023 and May 1st, 2023. Community members were also advised that they could forward any feedback or comments to the EDHRO via email.

Where feedback was received, it was incorporated as appropriate into the proposed revisions.

H Communications Plan

J Next Steps

I Appendices

- (1) Bill 26, *Strengthening Post-secondary Institutions and Students Act, 2022, S.O. 2022, c. 22*
- (2) Revised May, 2023 CLEAN Policy on Response and Prevention of Sexual Violence
- (3) Revised May, 2023 TRACK CHANGES Policy on Response and Prevention of Sexual Violence
- (4) Current version Policy on Response and Prevention of Sexual Violence

Legislative
Assembly
of Ontario



Assemblée
législative
de l'Ontario

1ST SESSION, 43RD LEGISLATURE, ONTARIO
1 CHARLES III, 2022

Bill 26

(Chapter 22 of the Statutes of Ontario, 2022)

An Act to amend various Acts in respect of post-secondary education

The Hon. J. Dunlop

Minister of Colleges and Universities

1st Reading	October 27, 2022
2nd Reading	November 14, 2022
3rd Reading	December 1, 2022
Royal Assent	December 8, 2022



EXPLANATORY NOTE

*This Explanatory Note was written as a reader's aid to Bill 26 and does not form part of the law.
Bill 26 has been enacted as Chapter 22 of the Statutes of Ontario, 2022.*

SCHEDULE 1 MINISTRY OF TRAINING, COLLEGES AND UNIVERSITIES ACT

The *Ministry of Training, Colleges and Universities Act* is amended to add a new section setting out rules respecting sexual misconduct toward students by employees of publicly-assisted universities and colleges of applied arts and technology, and to address related matters.

SCHEDULE 2 PRIVATE CAREER COLLEGES ACT, 2005

The *Private Career Colleges Act, 2005* is amended to add a new section setting out rules respecting sexual misconduct toward students by employees of private career colleges, and to address related matters.

SCHEDULE 3 RYERSON UNIVERSITY ACT, 1977

The *Ryerson University Act, 1977* is amended to change the name of the university to Toronto Metropolitan University, and to change the size and composition of the university's Senate.

An Act to amend various Acts in respect of post-secondary education

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1.	Contents of this Act
2.	Commencement
3.	Short title
Schedule 1	Ministry of Training, Colleges and Universities Act
Schedule 2	Private Career Colleges Act, 2005
Schedule 3	Ryerson University Act, 1977

His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

Contents of this Act

1 This Act consists of this section, sections 2 and 3 and the Schedules to this Act.

Commencement

2 (1) Except as otherwise provided in this section, this Act comes into force on the day it receives Royal Assent.

(2) The Schedules to this Act come into force as provided in each Schedule.

(3) If a Schedule to this Act provides that any provisions are to come into force on a day to be named by proclamation of the Lieutenant Governor, a proclamation may apply to one or more of those provisions, and proclamations may be issued at different times with respect to any of those provisions.

Short title

3 The short title of this Act is the *Strengthening Post-secondary Institutions and Students Act, 2022*.

SCHEDULE 1
MINISTRY OF TRAINING, COLLEGES AND UNIVERSITIES ACT

1 Section 1 of the *Ministry of Training, Colleges and Universities Act* is amended by adding the following definition:

“publicly-assisted university” means a university that receives regular and ongoing operating funds from the government for the purposes of post-secondary education; (“université financée par les fonds publics”)

2 (1) Paragraph 2 of subsection 15 (6) of the Act is repealed and the following substituted:

2. A publicly-assisted university.

(2) Paragraph 4 of subsection 15 (6) of the Act is repealed.

3 The Act is amended by adding the following section:

Sexual misconduct by employees

16.1 (1) In this section,

“institution” means a publicly-assisted university or college of applied arts and technology; (“établissement”)

“sexual misconduct” means, in relation to a student of an institution,

- (a) physical sexual relations with the student, touching of a sexual nature of the student or behaviour or remarks of a sexual nature toward the student by an employee of the institution where,
 - (i) the act constitutes an offence under the *Criminal Code* (Canada),
 - (ii) the act infringes the right of the student under clause 7 (3) (a) of the *Human Rights Code* to be free from a sexual solicitation or advance, or
 - (iii) the act constitutes sexual misconduct as defined in the institution’s employee sexual misconduct policy or contravenes the policy or any other policy, rule or other requirement of the institution respecting sexual relations between employees and students, or
- (b) any conduct by an employee of the institution that infringes the right of the student under clause 7 (3) (b) of the *Human Rights Code* to be free from a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance. (“inconduite sexuelle”)

Discharge or discipline

(2) If an employee of an institution commits an act of sexual misconduct toward a student of an institution, the institution may discharge or discipline the employee for that act, and,

- (a) the discharge or disciplinary measure is deemed to be for just cause for all purposes;
- (b) the employee is not entitled to notice of termination or termination pay or any other compensation or restitution as a result of the discharge or disciplinary measure; and
- (c) despite subsection 48 (17) of the *Labour Relations Act, 1995* and subsection 14 (17) of the *Colleges Collective Bargaining Act, 2008*, and despite any provision of a collective agreement or employment contract specifying a penalty for the infraction, no arbitrator, arbitration board or other adjudicator shall substitute any other penalty for the discharge or disciplinary measure imposed by the institution.

No re-employment

(3) If an employee of an institution commits an act of sexual misconduct toward a student of an institution and the institution discharges the employee for that act or the employee resigns from their employment, the institution shall not subsequently re-employ the employee.

Same

(4) If an institution determines that it has re-employed an individual contrary to subsection (3), the institution shall discharge the employee and clauses (2) (a) to (c) shall apply to the discharge.

Agreement

(5) Subject to subsection (6), an agreement between an institution and any person, including a collective agreement or an agreement settling existing or contemplated litigation, that is entered into on or after the day section 3 of Schedule 1 to the *Strengthening Post-secondary Institutions and Students Act, 2022* comes into force, shall not contain any term that, directly or indirectly, prohibits the institution or any person related to the institution from disclosing that an allegation or complaint has been made that an employee of the institution committed an act of sexual misconduct toward a student of the institution, and any such term that is included in an agreement is void.

Exception

(6) An institution may enter into an agreement that contains a term described in subsection (5) if the student requests that the institution do so, provided that,

- (a) the student has had a reasonable opportunity to receive independent legal advice;
- (b) there have been no undue attempts to influence the student with respect to the request;
- (c) the agreement includes an opportunity for the student to decide to waive their own confidentiality in the future and the process for doing so; and
- (d) the agreement is of a set and limited duration.

Contrary term, rule, etc.

(7) Subsections (2) to (6) apply despite any contrary term in an employment contract or collective agreement, or any contrary rule or principle of common law or equity.

Employee sexual misconduct policy

(8) Every institution shall have an employee sexual misconduct policy that includes, at a minimum,

- (a) the institution's rules with respect to sexual behaviour that involves employees and students of the institution; and
- (b) examples of disciplinary measures that may be imposed on employees who contravene the policy.

Same

(9) The employee sexual misconduct policy referred to in subsection (8) may specify acts that constitute sexual misconduct for the purposes of the definition of "sexual misconduct".

Same

(10) The employee sexual misconduct policy referred to in subsection (8) may be included as part of another policy, including as part of the sexual violence policy required under subsection 17 (3).

4 The following provisions of the Act are amended by striking out "university that receives regular and ongoing operating funds from the government for the purposes of post-secondary education" wherever it appears and substituting in each case "publicly-assisted university":

1. Subsection 6.1 (1).
2. Subsection 17 (2).

Commencement

5 (1) Except as otherwise provided in this section, this Schedule comes into force on the day the *Strengthening Post-secondary Institutions and Students Act, 2022* receives Royal Assent.

(2) Section 3 comes into force on the later of July 1, 2023 and the day the *Strengthening Post-secondary Institutions and Students Act, 2022* receives Royal Assent.

**SCHEDULE 2
PRIVATE CAREER COLLEGES ACT, 2005**

1 The *Private Career Colleges Act, 2005* is amended by adding the following section:

Sexual misconduct by employees

32.0.1 (1) In this section,

“sexual misconduct” means, in relation to a student enrolled at a private career college,

- (a) physical sexual relations with the student, touching of a sexual nature of the student or behaviour or remarks of a sexual nature toward the student by an employee of the private career college where,
 - (i) the act constitutes an offence under the *Criminal Code* (Canada),
 - (ii) the act infringes the right of the student under clause 7 (3) (a) of the *Human Rights Code* to be free from a sexual solicitation or advance, or
 - (iii) the act constitutes sexual misconduct as defined in the private career college’s employee sexual misconduct policy or contravenes the policy or any other policy, rule or other requirement of the private career college respecting sexual relations between employees and students, or
- (b) any conduct by an employee of the private career college that infringes the right of the student under clause 7 (3) (b) of the *Human Rights Code* to be free from a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance. (“inconduite sexuelle”)

Discharge or discipline

(2) If an employee of a private career college commits an act of sexual misconduct toward a student enrolled at a private career college, the private career college may discharge or discipline the employee for that act, and,

- (a) the discharge or disciplinary measure is deemed to be for just cause for all purposes;
- (b) the employee is not entitled to notice of termination or termination pay or any other compensation or restitution as a result of the discharge or disciplinary measure; and
- (c) despite subsection 48 (17) of the *Labour Relations Act, 1995*, and despite any provision of a collective agreement or employment contract specifying a penalty for the infraction, no arbitrator, arbitration board or other adjudicator shall substitute any other penalty for the discharge or disciplinary measure imposed by the private career college.

No re-employment

(3) If an employee of a private career college commits an act of sexual misconduct toward a student enrolled at a private career college and the private career college discharges the employee for that act or the employee resigns from their employment, the private career college shall not subsequently re-employ the employee.

Same

(4) If a private career college determines that it has re-employed an individual contrary to subsection (3), the private career college shall discharge the employee, and clauses (2) (a) to (c) shall apply to the discharge.

Agreement

(5) Subject to subsection (6), an agreement between a private career college and any person, including a collective agreement or an agreement settling existing or contemplated litigation, that is entered into on or after the day section 1 of Schedule 2 to the *Strengthening Post-secondary Institutions and Students Act, 2022* comes into force, shall not contain any term that, directly or indirectly, prohibits the private career college or any person related to the private career college from disclosing that an allegation or complaint has been made that an employee of the private career college committed an act of sexual misconduct toward a student of the private career college, and any such term that is included in an agreement is void.

Exception

(6) A private career college may enter into an agreement that contains a term described in subsection (5) if the student requests that the private career college do so, provided that,

- (a) the student has had a reasonable opportunity to receive independent legal advice;
- (b) there have been no undue attempts to influence the student with respect to the request;
- (c) the agreement includes an opportunity for the student to decide to waive their own confidentiality in the future and the process for doing so; and
- (d) the agreement is of a set and limited duration.

Contrary term, rule, etc.

(7) Subsections (2) to (6) apply despite any contrary term in an employment contract or collective agreement, or any contrary rule or principle of common law or equity.

Employee sexual misconduct policy

(8) It is a condition of every registration that a private career college have an employee sexual misconduct policy that includes, at a minimum,

- (a) the private career college's rules with respect to sexual behaviour that involves employees and students enrolled at the private career college; and
- (b) examples of disciplinary measures that may be imposed on employees who contravene the policy.

Same

(9) The employee sexual misconduct policy referred to in subsection (8) may specify acts that constitute sexual misconduct for the purposes of the definition of "sexual misconduct".

Same

(10) The employee sexual misconduct policy referred to in subsection (8) may be included as part of another policy, including as part of the sexual violence policy required under subsection 32.1 (2).

2 Clause 32.1 (2) (a) of the Act is repealed and the following substituted:

- (a) subject to subsection 32.0.1 (9), specifically and solely addresses sexual violence involving students enrolled at the private career college;

Commencement

3 This Schedule comes into force on the later of July 1, 2023 and the day the *Strengthening Post-secondary Institutions and Students Act, 2022* receives Royal Assent.

**SCHEDULE 3
RYERSON UNIVERSITY ACT, 1977**

1 The title of the *Ryerson University Act, 1977* is repealed and the following substituted:

Toronto Metropolitan University Act, 1977

2 Clause 1 (1) (c) of the Act is amended by striking out “Ryerson Polytechnic University or Ryerson University” and substituting “Ryerson Polytechnic University, Ryerson University or Toronto Metropolitan University”.

3 Subsection 2 (1) of the Act is repealed and the following substituted:

University

(1) Ryerson University is continued under the name Toronto Metropolitan University.

4 (1) Clause 9 (1) (a) of the Act is repealed and the following substituted:

(a) the Chancellor, the President, the Vice-Presidents, the Deputy Provost, the Vice-Provosts, the Deans, the Chief Librarian and the Registrar, each of whom shall be a member of the Senate by virtue of office; and

(2) Clause 9 (1) (b) of the Act is amended by striking out “fifty-one” and substituting “sixty-two”.

5 The Act is amended by striking out “Ryerson University” wherever it appears and substituting in each case “Toronto Metropolitan University”, except in the following provisions:

1. Clause 1 (1) (c).
2. Subsection 2 (1).

University Foundations Act, 1992

6 The Schedule to the *University Foundations Act, 1992* is amended by striking out “Ryerson University” and substituting “Toronto Metropolitan University”.

Commencement

7 This Schedule comes into force on the day the *Strengthening Post-secondary Institutions and Students Act, 2022* receives Royal Assent.



LAURENTIAN UNIVERSITY OF SUDBURY

Policy on Response and Prevention of Sexual Violence

Office of Administration	President and Vice-Chancellor
Approval Authority	Board of Governors
Approval Date	June 16, 2023
Next Review	June 2026
Review History	December 16, 2016 April 26, 2019 February 11, 2022

1. PURPOSE

1.1. The overarching purposes of this Policy on Response and Prevention of Sexual Violence (the “Policy”) are to reaffirm Laurentian University of Sudbury’s (the “University”) commitment to a safe and healthy campus for study, for campus community life and for work life for members of the University Community and its commitment to provide support to all members of the University Community directly affected by Sexual Violence.

This Policy is also intended to:

- 1.2. Set out the University’s statement of values and commitments to address Sexual Violence;
- 1.3. Provide information about supports and services available at the University and in the community and to ensure appropriate and timely follow-up once a Disclosure is made to the University;
- 1.4. Provide information about the University’s process for responding to and addressing incidents and complaints of Sexual Violence; and
- 1.5. Meet the University’s obligations under Bill 132, An Act to amend various statutes with respect to sexual violence, sexual harassment, domestic violence and related matters, Bill 26, Strengthening Post-secondary Institutions and Students Act, 2022, the Ministry of *Training, Colleges and*

Universities Act, 1990 the Occupational Health and Safety Act, 1990 (the "OHSA"), and the Ontario Human Rights Code, 1990 with respect to sexual violence, sexual misconduct and sexual harassment.

2. SCOPE

- 2.1. This Policy addresses Sexual Violence involving all members of the University community, whether they are in the University's learning or work environment, on or off campus, or interacting through social or other electronic media. The learning and working environment encompasses any setting where University learning, working or other activities take place, whether in the classroom, lab, in other teaching, research, study or office settings, including the online environment, in co-op or practicum placements, in a University student residence or in connection with clubs or sport teams.

3. COMPANION POLICIES

- 3.1. This Policy is part of a tetralogy of University policies that support learning and working places free from discrimination, harassment, sexual harassment, bullying, violence and sexual violence. Including:
 - 3.1.1. Laurentian University Code of Student Rights and Responsibilities;
 - 3.1.2. Laurentian University Policy and Program on a Respectful Workplace and Learning Environment; and
 - 3.1.3. Laurentian University Policy and Program on Workplace Violence Prevention.
- 3.2. This Policy does not replace or supersede existing collective agreement provisions relevant to addressing Sexual Violence except as set out in section 11.10.

4. INTERPRETATION

- 4.1. This Policy must be read and interpreted within the context of the overarching purposes referred to in section 1.
- 4.2. The following definitions are intended to assist in the interpretation of this Policy as well as other related University policies mentioned in paragraph 3.1.

5. DEFINITIONS

- 5.1. "Complainant" refers to a person who files a Complaint under this Policy.
- 5.2. "Complaint" refers to submitting a written complaint (Case Resolution Request Form) of an incident of Sexual Violence under this Policy for the purposes of initiating a process under this Policy.
- 5.3. "Consent" refers to an active, direct, voluntary, and conscious choice and agreement to engage in any sexual activity by a person capable of consenting. These elements of consent must be present. It is not acceptable for a person who is said to have engaged in sexual violence to use their own consumption of alcohol or drugs as an excuse for their mistaken belief that there was consent. For further clarity, consent:
 - 5.3.1. Can be revoked at any time;
 - 5.3.2. Cannot be assumed nor implied;
 - 5.3.3. Cannot be given by silence or the absence of "no";
 - 5.3.4. Cannot be given by an individual who is incapable of consenting due to intoxication by alcohol or drugs;
 - 5.3.5. Cannot be given by an individual who is unconscious or asleep;
 - 5.3.6. Cannot be obtained through threats or coercion;
 - 5.3.7. Cannot be given if the person who is said to have engaged in Sexual Violence has abused a position of trust, power or authority; and
 - 5.3.8. Might not be given properly if an individual has a disability that limits their verbal or physical means of interaction – in such instances, it is extremely important to determine how consent will be established.
- 5.4. "Disclosure" refers to when someone discloses to another that they have experienced Sexual Violence. A Disclosure could be made to a friend, staff member or faculty member.
- 5.5. "Rape Culture" refers to a culture in which dominant ideas, social practices, media images, and societal institutions implicitly or explicitly condone sexual assault by normalizing or trivializing Sexual Violence and by blaming survivors for their own abuse.
- 5.6. "Respondent" refers to an individual against whom a Complaint has been made under this Policy.

- 5.7. “Sexual Violence” refers to any sexual act or act targeting a person’s sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person’s consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation, distribution of sexual images or video of a community member without their consent, and cyber stalking of a sexual nature and also encompasses the following definitions:
- 5.7.1. “Sexual Assault” refers to any type of sexual contact without mutual consent. This may range from kissing and fondling to intercourse or other sexual acts. Any physical contact of a sexual nature without consent is sexual assault.
- 5.7.2. “Sexual Harassment” means:
- 5.7.2.1. Engaging in a course of vexatious comment or conduct against a person in a workplace, learning environment and/or housing accommodation because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, (*in some cases, one incident could be serious enough to be sexual harassment*);
- 5.7.2.2. Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement and the person knows or ought reasonably to know that the solicitation or advance is unwelcome;
- 5.7.2.3. An implied or expressed promise of reward for complying with a sexually oriented request;
- 5.7.2.4. An implied or expressed threat of reprisal or actual reprisal for refusing to comply with a sexually oriented request;
- 5.7.2.5. A sexually oriented comment or behaviour that may reasonably be perceived to create a negative psychological and emotional environment for a workplace, learning environment or housing accommodation;
- 5.7.2.6. Indecent exposure, voyeurism, degrading sexual imagery, degrading comments (in person or online) and cyber harassment.
- 5.7.3. “Sexual Misconduct” means, in relation to a Student of the University:
- 5.7.3.1. Physical sexual relations with the Student, touching of a sexual nature of the Student or behaviour or remarks of a sexual nature toward the Student by an Employee of the University where:
- 5.7.3.1.1. The act constitutes an offence under the *Criminal Code* (Canada);

- 5.7.3.1.2. The act infringes the right of the student under clause 7 (3) (a) of the *Ontario Human Rights Code* to be free from a sexual solicitation or advance, or;
 - 5.7.3.1.3. The act constitutes Sexual Violence and/or Sexual Harassment and/or Sexual Assault as defined in this Policy or contravenes this Policy or any other policy, rule or other requirement of the University respecting sexual relations between Employees and Students, or;
 - 5.7.3.1.4. Any conduct by an Employee of the University that infringes the right of the Student under clause 7 (3) (b) of the *Ontario Human Rights Code* to be free from a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance.
- 5.8. “Survivor” refers to an individual who has experienced Sexual Violence.
- 5.9. “University Community” refers to all individuals who have a relationship with or to the University, including but not limited to:
- 5.9.1. Students, meaning individuals registered as students at the University, whether full time or part- time, at the undergraduate or graduate level;
 - 5.9.2. Employees, including all unionized and non-unionized academic, and non-academic staff as well as those whose salary is paid through sources other than the University’s operating funds, such as grants, research grants and external contracts;
 - 5.9.3. Adjunct, visiting and emeritus professors; post-doctoral or clinical fellows; research trainees;
 - 5.9.4. Contractors, consultants, suppliers or other entities engaged by the University to provide services or goods when on University property or while acting in a capacity defined by their relationship to the University;
 - 5.9.5. Members of the Board of Governors, of the Senate and any of their respective committees, as well as members of any advisory committee formed to help the University achieve its goals;
 - 5.9.6. Employees of employee and student groups when on University property or while acting in a capacity defined by their relationship to the University;
 - 5.9.7. Visitors, including visiting students and volunteers or persons who serve on advisory or other committees.
 - 5.9.8. Volunteers, meaning individuals who voluntarily undertake tasks at the University as directed.

6. STATEMENT OF VALUES AND COMMITMENTS

- 6.1. The University is committed to creating and maintaining an environment where all members of the University Community can study and work free from Sexual Violence.
- 6.2. The University recognizes that Sexual Violence is a fundamental affront to an individual's rights, dignity and integrity.
- 6.3. The University seeks to prevent Sexual Violence, including by intervening and speaking out when the University sees it occurring.
- 6.4. The University ensures that all members of the University Community who experience Sexual Violence are supported, treated with compassion and the University will appropriately accommodate their needs. Survivors who Disclose and/or make a Complaint regarding an experience of Sexual Violence can expect to be:
 - 6.4.1. Treated with compassion, dignity, and respect;
 - 6.4.2. Provided with timely safety planning assistance;
 - 6.4.3. Informed about on- and off-campus support services and resources available to them;
 - 6.4.4. Provided with non-judgmental and sympathetic support;
 - 6.4.5. Provided with academic, recreational, employment, and housing accommodations as appropriate, including measures to prevent further unwanted contact with the alleged Respondent if the alleged Respondent is a member of the campus community;
 - 6.4.6. Allowed to determine whether and to whom they wish to Disclose their experience, including:
 - 6.4.6.1. Whether or not to pursue criminal, civil, and/or university avenues of redress;
 - 6.4.6.2. Whether or not to disclose to a support person and seek out personal counselling.
- 6.5. The University addresses acts of Sexual Violence involving members of the University Community fairly and promptly.

- 6.6. The University is committed to a survivor-centered approach to addressing issues of Sexual Violence and the development of English and French language services.
- 6.7. The University acknowledges and combats broader social attitudes about gender, sex and sexuality that normalize Sexual Violence and undermine women's equality. These are sometimes referred to as Rape Culture.
- 6.8. The University ensures that a Complainant acting in good faith, who Discloses or makes a Complaint of Sexual Violence, will not be subject to actions for violations of any University policies related to drug and alcohol use at the time the Sexual Violence took place.
- 6.9. The University ensures that during the University's processes, Students who share their experience of Sexual Violence through disclosing, accessing support, and/or making a complaint to the University, will not be asked irrelevant questions from University staff or investigators, such as those relating to past sexual history or sexual expression.
- 6.10. The University will maintain annual statistics, without identifying information, on disclosed and reported incidents of Sexual Violence on campus and in accordance with legislative requirements. External reporting of such statistics will be done in accordance with legislative requirements.
- 6.11. The University will provide or make available to members of the University Community education and awareness training on this Policy and on the prevention of Sexual Violence, with content tailored to the audience and relevant to their role and responsibility in responding to and addressing Sexual Violence.

7. DISCLOSING AND/OR MAKING A COMPLAINT OF SEXUAL VIOLENCE TO THE UNIVERSITY

- 7.1. General provisions about Disclosure and making a Complaint
 - 7.1.1. A Disclosure of Sexual Violence does not constitute a Complaint of Sexual Violence. An affected member of the University Community may disclose for the purposes of receiving support without filing a Complaint.
 - 7.1.2. Prior or subsequent to Disclosing the matter to anyone at the University and/or making a Complaint, the person is encouraged, and is always free, to consult with or seek the advice and support from the relevant student association, union or other employee group about the matter, including regarding confidentiality, support and services, and the complaint process under this Policy.
 - 7.1.3. If an incident of Sexual Violence is disclosed to a member of the University community, and it is not an emergency, the person to whom it is disclosed should refer the person disclosing to the Equity, Diversity and Human Rights Office (EDHRO), this Policy, and inform the person that information about on and off campus supports is provided on a

dedicated Laurentian University Prevention and Response to Sexual Violence website:
<https://laurentian.ca/policies-accountability/sexual-violence>.

- 7.1.4. The person to whom a Disclosure is made may also be significantly affected by the Disclosure of Sexual Violence and may be in need of support.
 - 7.1.5. If an affected member of the University Community or other person requests that the University not act on a Disclosure of Sexual Violence, the University must weigh that person's request against the University's legal obligation to take action and provide a learning and working environment that is safe and free from Sexual Violence for all members of the University Community.
- 7.2. Disclosure in an emergency
- 7.2.1. In an emergency on campus (imminent threat of Sexual Violence and of harm to a person or Sexual Violence is actually occurring), call 911. A report can also be made to Campus Safety, which service is available 24/7.
 - 7.2.2. When a person reports an incident of Sexual Violence to Campus Safety, Campus Safety must inform the EDHRO for follow-up as referred to in paragraph 7.5 of this Policy.
- 7.3. Disclosure in a non-emergency
- 7.3.1. In a non-emergency situation, University Community members should be referred to the EDHRO, whether the Sexual Violence has occurred on or off campus. The EDHRO will provide information about available support and services, including information about measures that may be available to address the immediate situation and is the point of contact for a Survivor affected by Sexual Violence to obtain academic, employment or other accommodations.
- 7.4. Follow-up on a Disclosure
- 7.4.1. When a person reports Sexual Violence to Campus Safety or Discloses to the EDHRO, the EDHRO will contact the person to learn more about the circumstances, the person's needs and expectations, and the outcome sought. The Survivor has the option to meet with the EDHRO in a safe location on campus, and may bring a support person to any meeting as described in 8.1.3. The EDHRO will make every effort to assist the person and will discuss with the person potential options to address or resolve the matter in a timely and supportive way, the appropriateness of which will depend on the person's needs and on the circumstances. The following is a list of examples that is not meant to be exhaustive:
 - 7.4.1.1. Referral to contacts for suitable supports, services or resources available at the University and in the community;

- 7.4.1.2. Providing information to the person on what they can do or what the EDHRO or other person may do to intervene in the situation;
 - 7.4.1.3. Availability of academic or employment accommodation or other measures to stabilize a situation or to protect the person from retaliation or the threat of retaliation, to address safety or other concerns, and/or otherwise support the person (examples for students include exam or assignment deferral, class and/or schedule changes, housing changes; examples for employees include making changes that are not disciplinary but precautionary to avoid contact between parties or placing the Respondent on a temporary non-disciplinary leave with pay);
 - 7.4.1.4. Information about methods available to facilitate a resolution;
 - 7.4.1.5. Information about the filing of a Complaint under this Policy; and
 - 7.4.1.6. Information about any other available options to address or resolve the matter., including external (criminal and other legal proceedings) processes.
- 7.4.2. To ensure the safety, follow-up, and support for the Survivor, the EDHRO may, where appropriate, consult with other campus stakeholders including but not limited to:
- 7.4.2.1. The Director of Campus Safety or designate,
 - 7.4.2.2. If the Sexual Violence involves a Student, either as the Complainant or Respondent, the Director, Student Success Centre or designate,
 - 7.4.2.3. If the Sexual Violence involves a non-academic employee, either as the Complainant or Respondent, the Associate Vice-President Human Resources and Organizational Development or designate,
 - 7.4.2.4. If the Sexual Violence involves an academic Employee either as the Complainant or Respondent, the Dean of the Faculty in which the academic Employee reports,
 - 7.4.2.5. If the Sexual Violence involves an Employee, that Employee's Union or Employee Association representative, if applicable,
 - 7.4.2.6. If the Sexual Violence occurs in a Laurentian residence complex, the Manager of Residence Life or designate, and
 - 7.4.2.7. If the Sexual Violence involves an Indigenous student, the Director of the Indigenous Sharing and Learning Centre, or designate

7.5. Support and services

7.5.1. A person affected by Sexual Violence is not required to make a Complaint under the complaint process of this Policy in order to obtain the supports and services referred to below or in order to receive appropriate accommodation for their needs.

7.5.2. The supports and services available at the University to obtain information about Sexual Violence and/or support are as follows:

7.5.2.1. From the University:

7.5.2.1.1.1. Equity, Diversity and Human Rights Office

7.5.2.1.1.2. Laurentian University Health and Wellness Services

7.5.2.1.1.3. Campus Safety

7.5.2.1.1.4. Counselling and Support Services (for Students)

7.5.2.1.1.5. Residence Life (for Students)

7.5.2.1.1.6. Accessibility Services (for Students)

7.5.2.1.1.7. The Indigenous Sharing and Learning Centre and Indigenous Student Affairs (for Students)

7.5.2.2. From the Student Associations:

7.5.2.2.1. Women's Centre

7.5.2.2.2. Pride Laurentian

7.5.2.3. From other providers:

7.5.2.3.1. Voices for Women Sudbury Sexual Assault Centre

7.5.2.3.2. Centre Victoria pour femmes

7.5.2.3.3. Greater Sudbury Police Services

7.5.2.3.4. Health Sciences North – Violence Intervention and Prevention Program (VIPP)

7.5.2.3.5. Sudbury and Area Victim Services

8. GENERAL PROVISIONS ON THE COMPLAINT PROCESS

8.1. Principles governing the Complaint Process

- 8.1.1. External recourse: This Policy and the complaint process do not prevent and are not intended to discourage an individual from also reporting Sexual Violence to the police and pursuing a complaint of Sexual Violence through the criminal justice system or from pursuing a complaint of sexual harassment with the Ontario Human Rights Tribunal pursuant to the *Ontario Human Rights Code, 1990*.
- 8.1.2. Choice not to file a Complaint: A person may choose not to file a Complaint under this Policy. If a person decides not to file a Complaint under this Policy the full range of supports and services outlined in paragraph 7.5. of this Policy remain available to that person. To the greatest extent possible, the University will respect the person's choice not to proceed with a Complaint under this Policy. However, the University may not be able to fulfill the person's wishes and the University can initiate a Complaint process if it has reason to believe that a member of the University Community or broader community may be at risk of harm or if it determines that the University has a legal obligation to pursue a Complaint process outlined. In such cases, the person has the right not to participate in such a Complaint process. As appropriate, and subject to any applicable collective agreement provisions and access to information and privacy legislation, they will be given an update on the status of such complaint process and informed of its result, including the imposition of disciplinary action/corrective measures, if any.
- 8.1.3. Support person: The Complainant or the Respondent can be accompanied by a support person of their choice, including a representative from their Union or Employee Association or a student advocate, at any time during the complaint processes outlined in this Policy. The support person can provide encouragement or other emotional or moral support. The support person, with the person's written authorization, can speak with the EDHRO and obtain status updates on a Complaint. The support person's role is not to act or speak on behalf of the Complainant or Respondent; representations (both oral and written) must come directly from the Complainant and Respondent. The support person must agree in writing to maintain confidentiality in accordance with this Policy.
- 8.1.4. Timelines: The timelines mentioned in this Policy are meant to ensure that the matters are dealt with in a timely fashion. Timelines may, however, be extended where there are grounds to do so. It can be difficult to determine appropriate timelines for the resolution with respect to a Complaint. Therefore, where no timelines are mentioned in this Policy, the intention is always to use a reasonable time period in light of the nature and complexity of the circumstances of the Complaint.

- 8.1.5. General: If an individual has experienced Sexual Violence, options are available that offer Employees and Students an opportunity to choose a course of action that meets their needs. Resolution options fall into three (3) broad categories:
- 8.1.5.1. Personal Resolution (self-managed or assisted): This can involve steps taken by the Complainant directly if they feel comfortable doing so, or with the assistance of other University personnel e.g. professors, instructors, coaches, managers or supervisors or individuals in authority in their unit, such as their Dean and/or Director.
 - 8.1.5.2. Informal Resolution Process: This refers generally to a process and options other than a Formal Resolution Process and can include mediation, negotiation, facilitation, conflict resolution conferences and other dispute resolution techniques (see section 9 below).
 - 8.1.5.3. Formal Resolution Process: This refers to a complaint process where a fact finding investigation is carried out and a determination is made as to whether the Policy has been breached (see section 10 below).
- 8.1.6. The EDHRO is available to provide information about this Policy to any member of the University Community, including individuals who believe they may have experienced or witnessed Sexual Violence and those who may have been accused of it, as well as others who may be involved or impacted.
- 8.1.7. The EDHRO is an impartial, neutral source of information about Sexual Violence and the interpretation and implementation of this Policy. The EDHRO is not an advocate for either party.
- 8.1.8. One of the EDHRO's roles is to provide the individual with the information they need about this Policy in order to make informed choices.
- 8.1.9. Consultations include a discussion of the available resources and supports, including academic considerations. Consultations will also typically include a discussion of multiple resolution options available within the broad categories of personal (self-managed or assisted) resolution, the Informal Resolution Process and the Formal Resolution Process, including their respective advantages and disadvantages and/or, as required, interpretations and explanation of the Policy.
- 8.1.9.1. At the conclusion of the consultation, if any, the individual has the option to:
 - 8.1.9.1.1. Receive assistance and supports from the EDHRO;
 - 8.1.9.1.2. Submit a written complaint (Case Resolution Request Form), and provide details of the cause for concern; or,

8.1.9.1.3. Proceed on their own with a personal (self-managed or assisted) resolution; or

8.1.9.1.4. Take no further action.

8.2. Filing a Complaint

8.2.1. The EDHRO is responsible for receiving and handling Complaints of Sexual Violence. Only a Survivor who discloses experiencing Sexual Violence can choose to file a Complaint under this Policy (the “Complainant”).

8.2.2. A Complaint can be filed with the EDHRO if the individual who is said to have engaged in Sexual Violence is a member of the University Community and was a member of the University Community at the time of the incidents alleged in the Complaint (the “Respondent”).

8.2.3. A Complainant must submit a written complaint setting out the name of the Respondent, the nature and the details of the circumstances, including detailed facts, specific dates and names of potential witnesses (Case Resolution Request Form). The EDHRO will acknowledge receipt of any Complaint received, review it and if necessary, seek clarification from the Complainant on the information it contains. The EDHRO may also make appropriate enquiries with the Respondent and/or relevant University personnel and/or departments to supplement the information provided.

8.2.4. The EDHRO will advise potential Complainants and Respondents, verbally, in writing and/or by direction of these procedures, of their right to procedural fairness, and of the availability of counselling or other additional or alternative University services and resources, as appropriate and/or applicable.

8.3. Equity, Diversity and Human Rights Office’s assessment

8.3.1. The EDHRO will assess the Complaint and determine whether the conduct forming the basis of the Complaint appears to fall within the definition of Sexual Violence as set out in section 5 of this Policy, or whether the Complaint should be referred for review under a companion University policy as described in section 3.

8.3.2. The EDHRO will also determine if the individual who is said to have engaged in Sexual Violence is a member of the University Community and was a member of the University Community at the time of the incidents alleged in the Complaint.

8.3.3. If the EDHRO concludes that the Respondent in a complaint is a member of the University community, the EDHRO will then follow the process outlined under section 9 and/or section 10.

- 8.3.4. If the EDHRO considers that the conduct complained of does not fall within the definition of Sexual Violence as set out in Section 5 of this Policy, or does not involve a member of the University Community, the Complainant will be advised of the determination not to proceed. The EDHRO will provide information about any other available options to address or resolve the matter, including external recourse (criminal and other legal proceedings) as well as provide contacts for suitable supports, services or resources available at the University and in the community.
- 8.3.5. If an individual has experienced Sexual Violence by someone who is not a member of the Laurentian University Community and/or believes that someone who is not a member of the Laurentian University Community has breached this Policy it is an individual's right to disclose the incident(s) to the EDHRO. The individual will have full access to all supports available under this Policy, including being provided with options with respect to external recourse. With respect to the third party's behaviour, although the University has limited control over third parties, it will do its best to address the issue and prevent further issues from arising.

8.4. No Reprisal or Retaliation

- 8.4.1. There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone pursuing their rights in good faith under this Policy or who has provided information in good faith regarding an incident of Sexual Violence. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a Complaint under this Policy. Retaliations can also constitute infractions under applicable legislation. Persons who engage in reprisals and retaliation and/or threats of reprisal or retaliation may be disciplined up to and including being expelled from the University and/or dismissed from employment.

9. INFORMAL RESOLUTION PROCESS

- 9.1. Following a complaint being filed, in appropriate circumstances, a Complainant and/or the Respondent may propose an informal resolution process before an investigation is commenced or completed, in appropriate circumstances, which include:
 - 9.1.1. The nature of the incident is appropriate to an informal resolution process; and
 - 9.1.2. The Complainant and the Respondent are fully informed and freely agree to participate in an informal resolution process.
- 9.2. At any stage during the informal resolution process, the Complainant has the right to request a formal investigative process under section 10.
- 9.3. Examples of informal resolution processes include mediation, negotiation, facilitation, conflict resolution conferences, restorative justice including healing circles, and other dispute resolution

techniques. The parties are not required to attend any face-to-face meetings unless they both consent to do so.

- 9.4. If the parties are able to reach a resolution, the EDHRO will advise both parties in writing of the resolution and related terms, if appropriate/applicable. In certain cases, a written record of the resolution may be appropriate. A copy of the written resolution will be provided to both parties, and to appropriate University officials on a need to know basis if required to implement the terms of the resolution. If there is a failure to comply with the terms of resolution agreement, the complaint may proceed to the formal process under section 10.

10. FORMAL RESOLUTION PROCESS

- 10.1. General: If the matter cannot be resolved by the Informal Process or if it is too serious to be dealt with by the Informal Process or if the Informal Process is deemed not appropriate, the Formal Resolution Process may be initiated, subject to section 8.3.

10.2. Interim Measures:

10.2.1. After a Complaint has been accepted, the EDHRO may impose interim measures as necessary where allegations of Sexual Violence give rise to a significant personal safety threat to other members of the University community, including the Complainant, or where in all the circumstances, the EDHRO concludes that interim measures are otherwise necessary. This may be done in consultation with the Associate Vice-President, Human Resources and Organizational Development in circumstances which warrant same.

10.2.2. Interim measures may include, but are not limited to the following:

10.2.2.1. Limit the access on University Premises;

10.2.2.2. Making arrangements for academic accommodations;

10.2.2.3. Change in reporting relationship or worksite;

10.2.2.4. Restrict the contact or association of the person or persons named in the complaint with certain individuals or groups;

10.2.2.5. Suspend student privileges; or

10.2.2.6. Temporarily suspend a student from campus.

10.2.3. Any interim measures are in no way to be construed as a final determination that a breach of this Policy has occurred or as discipline or transfer within the meaning of any collective agreement and are taken on a without prejudice basis;

10.2.4. The EDHRO shall adhere to the principle of proportionality when imposing an interim measure, and should seek to impose an interim measure that is least disruptive to

the Respondent while simultaneously achieving the intended goals of the measures.

10.2.5. An interim measure imposed shall remain in place until a decision is made at the conclusion of an investigation, unless otherwise ordered by the Equity, Diversity and Human Rights Office.

10.3. Notification:

10.3.1. Once the Equity, Diversity and Human Rights Office has accepted the Complaint for investigation based on the criteria noted above, it shall:

10.3.1.1. Notify the Respondent in writing that a complaint has been lodged. The Respondent will be provided with a copy or summary of the allegations, identifying the Complainant. The Respondent will also be provided with a copy of the Policy;

10.3.1.2. Where appropriate, inform the relevant Direct Supervisor for each party that a complaint has been filed and an investigation initiated. In addition, where appropriate, the Equity, Diversity and Human Rights Office will also recommend and/or discuss the need for Interim Measures;

10.3.1.3. Inform the relevant Union or Employee Association for each party that a complaint has been filed and an investigation initiated.

10.4. Response:

10.4.1. The Respondent shall have the right (but is not obliged) to respond in writing, within ten (10) working days of being notified. The response, if any, should either acknowledge or deny the validity of the allegations in whole or in part, provide additional information, and/ or propose a resolution of the complaint. A request for an extension of the response period will not be unreasonably withheld.

10.4.2. The Respondent is entitled to the same level of assistance in the process as is available to the Complainant. If they have not already done so, the Respondent has the right to meet with the EDHRO to obtain information, guidance and assistance and discuss options. The EDHRO will not directly assist the Respondent to prepare their response; a Respondent may seek such assistance from anyone else they deem appropriate, including legal counsel.

10.4.3. The Complainant shall be provided with a copy or summary of the response and has the right (but is not obliged) to reply to the investigator, in writing, within five (5) working days. The Complainant may, in their reply, accept the Respondent's proposed resolution, if there is one; propose or request an alternate resolution, withdraw some or all of the allegations; or reply to the Respondent's version of events.

10.4.4. The Respondent will be provided with a summary of the Complainant's reply, which ends this stage of the process.

10.5. Investigation Initiation:

10.5.1. Once the Complaint is accepted for investigation, the EDHRO will appoint an investigator, who is impartial and unbiased and who is trained in Sexual Violence investigation techniques, to conduct a fair, thorough and complete investigation of the complaint.

10.5.2. The Complainant or Respondent(s) may challenge the appointment of the investigator on the ground that the proposed investigator has a potential conflict of interest or that having the proposed investigator conduct the investigation raises a reasonable apprehension of bias. The challenge must be submitted in writing to the EDHRO as soon as possible after the potential issue is identified and the Office will make a decision on the challenge within five (5) working days of having received it. That decision will be final.

10.5.3. Once the investigator has been appointed, the EDHRO shall provide all documentation relevant to the Complaint to the investigator. The investigator will then devise a written investigation plan outlining the process to interview the Complainant, the Respondent, and all witnesses whom the investigator determines to have any information relevant to the complaint. In addition, the investigator shall include in the report the names of any potential witnesses that had no relevant information, or were not available to be interviewed. If it appears to the investigator that other persons not named by the parties may have information related to the complaint, every effort will be made to interview those potential witnesses. It may also be necessary to re-interview the parties before issuing the report.

10.5.4. The investigator is solely responsible for determining the scope of the investigation, including which witnesses, if any, are to be interviewed. The investigator shall collect, review, analyze and assess the facts with respect to the allegation(s). The investigator shall be permitted to draw inferences and to assess the credibility of the persons interviewed.

10.5.5. A typical investigation involves, but is not necessarily limited to, the information gathered in the complaint/response process, supplemented by interviews, if necessary, with the Complainant, Respondent and witnesses (in that order) and the review of any applicable documentary, physical, corroborative or contemporaneous or other evidence. Witnesses may include anyone who can provide information, records or details regarding an allegation or the circumstances surrounding a complaint. When material facts are not in dispute, interviewing witnesses may be unnecessary.

10.5.6. There is an obligation on members of the University Community to cooperate in the investigation of a Complaint.

10.5.7. If a Respondent declines to participate in the investigation process, in most cases it will be both possible and appropriate to proceed with an investigation without a statement

(response) or interview of the Respondent.

10.5.8. The investigator shall use best efforts to complete the investigation within forty (40) working days from the time the investigator has been appointed. Where the investigation goes beyond this timeframe, the parties will be advised and will be provided with reasons for the delay.

11. INVESTIGATION RESULTS AND REPORTS

- 11.1. The investigator shall determine on a balance of probabilities whether or not the Respondent has violated this Policy. If appropriate, the investigator shall decide whether or not the complaint was frivolous, vexatious, or made in bad faith. A Complaint may be deemed to be made in bad faith if it is deliberately and maliciously invented in order to damage the reputation of the Respondent. This is not to be confused with a complaint made in good faith that is found without merit. A complaint made in bad faith is a violation of the Policy and the Complainant may be subject to corrective measures/disciplinary action.
- 11.2. The investigator shall prepare a written report summarizing the results of the investigation and the investigator's determination. The investigator shall submit the written report to the EDHRO.
- 11.3. Within five (5) working days of the conclusion of the investigation and receiving the written report, the EDHRO, after reviewing the report, will submit same to one of the following decision makers as follows, depending on the parties involved in the investigation:
 - 11.3.1. The Associate Vice-President, Human Resources and Organizational Development if it is an employee other than a faculty member; or
 - 11.3.2. The Provost and Vice-President, Academic, if it is a member of faculty; or
 - 11.3.3. The Associate Vice-President, Student Affairs, Registrar and Secretary of Senate, if it is a Student; or
 - 11.3.4. The Vice-President, Finance and Administration if it is an Administrator; or
 - 11.3.5. The President and Vice-Chancellor if it is a Senior Administrator, other than the President and Vice-Chancellor; or
 - 11.3.6. The Chair of the Board of Governors if it is the President and Vice-Chancellor of Laurentian University.
- 11.4. In cases where a conflict of interest or a reasonable apprehension of bias is declared by either one of the parties or by the decision maker, another individual on the above list will be called upon to make the decision.
- 11.5. The EDHRO will prepare an Investigative Report Summary which shall include a summary of the evidence as aggregate information that does not identify individuals. The Investigative Report Summary shall be marked "*Confidential*" and subject to the confidentiality provisions set out below. The Investigative Report Summary shall be sent by the EDHRO to the Complainant and Respondent within (5) working days of receipt of the written report from the investigator the parties shall also be informed who has been appointed the decision maker on

their complaint.

- 11.6. Within fifteen (15) working days of receiving the report from the EDHRO the decision maker who receives the report will decide, except where otherwise noted, in accordance with this Policy and any applicable collective agreements:
 - 11.6.1. Which remedies, if any, will be provided to the Complainant;
 - 11.6.2. The corrective measures/disciplinary action, if any, to be imposed on the Respondent;
 - 11.6.3. The corrective measures/disciplinary action to be imposed on the Complainant in the case of a frivolous, vexatious, malicious or bad faith complaint;
 - 11.6.4. Whether the employee or student in question can continue in their current workplace or learning environment.
- 11.7. Examples of remedies that may be provided to the Complainant include:
 - 11.7.1. Verbal or written apology from the Respondent;
 - 11.7.2. Compensation for lost wages;
 - 11.7.3. Job or promotion that was denied;
 - 11.7.4. Compensation for lost tuition;
 - 11.7.5. Transfer of the student with the student's consent from one course or section to another;
 - 11.7.6. Reassignment of graduate supervisors;
 - 11.7.7. Commitment that he, she or they will not be transferred, or will have a transfer reversed, unless he, she or they choose to move; and/or
 - 11.7.8. Change in work or study conditions or arrangements.
- 11.8. Where the Respondent is a Student, examples of sanctions that may be imposed include:
 - 11.8.1. Formal written reprimand.
 - 11.8.2. Prohibit contact, correspondence or any other form of communication between the Respondent and the Complainant.
 - 11.8.3. Deny or limit access to specified services, activities, facilities, and/or locations at the University for such period of time as may be determined;
 - 11.8.4. Require the Respondent to attend a sexual violence prevention program or course; and/or
 - 11.8.5. Whether to recommend to the Vice-President, Academic and Provost that the Respondent be expelled from the University or suspended from the University for a

specified time period.

11.9. When a Student receives the sanction of suspension or expulsion by the Provost & Vice-President, Academic:

11.9.1. The notations "suspended" or "expelled" from the "Department", "School" or "University" for misconduct shall be entered on the student's Transcript and Grade Report by the Registrar upon receipt of a notice of suspension or expulsion.

11.9.2. The suspension notation will be removed when the student graduates or five (5) years after the last registration.

11.9.3. The expulsion notation is permanent unless the Provost & Vice-President, Academic grants a petition for its removal. Any such petition may be made no sooner than five (5) years after the offence. Removal of the expulsion notation from the transcript does not overturn the expulsion decision, which will remain in effect.

11.10. Where the Respondent is an Employee, the following shall apply:

11.10.1. Discharge or discipline

11.10.1.1. If an Employee commits an act of Sexual Misconduct/Sexual Violence toward a Student, the University may discharge or discipline the Employee for that act, and,

11.10.1.2. the discharge or disciplinary measure is deemed to be for just cause for all purposes;

11.10.1.3. the Employee is not entitled to notice of termination or termination pay or any other compensation or restitution as a result of the discharge or disciplinary measure; and(c) despite subsection 48 (17) of the *Labour Relations Act, 1995* and subsection 14 (17) of the *Colleges Collective Bargaining Act, 2008*, and despite any provision of a collective agreement or employment contract specifying a penalty for the infraction, no arbitrator, arbitration board or other adjudicator shall substitute any other penalty for the discharge or disciplinary measure imposed by the University.

11.10.1.4. Examples of sanctions where the Respondent is an Employee include, but are not limited to:

11.10.1.4.1. Verbal and/or written warning;

11.10.1.4.2. Change in work assignment;

11.10.1.4.3. Suspension from work for a set time with or without pay;

11.10.1.4.4. Dismissal from employment.

11.10.2. No re-employment

11.10.2.1. If an Employee commits an act of Sexual Misconduct/Sexual Violence

towards a Student and the University discharges the Employee for that act or the Employee resigns from their employment, the University shall not subsequently re-employ the Employee.

11.10.2.2. If the University determines that it has re-employed an individual contrary to subsection 11.10.2.1, the University shall discharge the Employee and clause 11.10.1. shall apply to the discharge.

11.10.3. Agreement

11.10.3.1. Subject to subsection 11.10.4., an agreement between the University and any person, including a collective agreement or an agreement settling existing or contemplated litigation, that is entered into on or after July 1, 2023 OR the day section 3 of Schedule 1 to the *Strengthening Post-secondary Institutions and Students Act, 2022* comes into force, shall not contain any term that, directly or indirectly, prohibits the University or any person related to the University from disclosing that an allegation or Complaint has been made that an Employee of the University committed an act of Sexual Misconduct/Sexual Violence toward a Student of the University, and any such term that is included in an agreement is void.

11.10.4. Exception

11.10.4.1. The University may enter into an agreement that contains a term described in section 11.10.3.1. above, if the Student requests that the University do so, provided that,

11.10.4.1.1. the Student has had a reasonable opportunity to receive independent legal advice;

11.10.4.1.2. there have been no undue attempts to influence the Student with respect to the request;

11.10.4.1.3. the agreement includes an opportunity for the Student to decide to waive their own confidentiality in the future and the process for doing so; and

11.10.4.1.4. the agreement is of a set and limited duration.

11.10.5. Contrary term, rule, etc.

11.10.5.1. Sections 11.10.1 to 11.10.4 apply despite any contrary term in an employment contract or collective agreement, or any contrary rule or principle of common law or equity.

11.11. Where the decision maker is contemplating corrective measures/disciplinary action as a result of the investigation, a request for a meeting will be sent to the Respondent and/or Complainant, as the case may be, and their Union or Employee Association representative, if applicable, providing them with at least five (5) working days' notice. This meeting shall take place within twenty (20) working days of the conclusion of the investigation. The Complainant and the Respondent will not be required to be in the same room during any meeting.

- 11.12. The Complainant and Respondent will be provided an opportunity to make written submissions with respect to the Investigative Report Summary in advance of the meeting with the decision maker.
- 11.13. Following its meeting with the Respondent and/or Complainant, as the case may be, the decision maker will consider the representation of the Respondent and/or Complainant, as the case may be, and their Union or Employee Association, if applicable, prior to making a final decision in regards to corrective measures/disciplinary action.
- 11.14. Within five (5) working days of the meeting noted above, the decision maker shall notify the Respondent and/or Complainant, as the case may be, and Union or Employee Association, if applicable, in writing as to whether corrective measures shall be taken and/or discipline shall be imposed, the nature of the corrective measures/disciplinary action, the reasons for it and the events being relied upon to support it.
- 11.15. The decision maker shall also notify the EDHRO in writing of the decision, and the EDHRO provide a copy of the Notice of Decision to the Complainant and their Union or Employee Association representative.
- 11.16. The Notice of Decision shall be marked as "*Confidential*" and subject to the confidentiality provisions, below.
- 11.17. Within ten (10) working days or sooner from the date where corrective measures/disciplinary action has been communicated or from the time of the meeting with the Complainant and the Respondent, the decision maker will institute disciplinary action, corrective measures, remedies and /or any changes in work.

12. APPEAL

12.1. Faculty and Staff Appeals

- 12.1.1. Any Complainant or Respondent who is a bargaining unit member adversely affected by the decision may pursue their rights, if any, under the applicable collective bargaining agreement.

12.2. Non-Union Employee Appeals

- 12.2.1. Any Complainant or Respondent who is a non-union employee adversely affected by the decision may appeal the decision directly to the Vice-President, Finance and Administration* within ten (10) working days of receipt of the Notice of Decision by requesting an appeal in writing. The request for appeal must include the grounds for appeal, the arguments in support of the appeal, and the outcome sought.

- 12.2.2. The available grounds for appeal are limited to the following:

- 12.2.2.1. There has been a misinterpretation, a violation, an improper application, or faulty administration of the Policy;

- 12.2.2.2. The decision is clearly unreasonable or unsupportable on the evidence;

- 12.2.2.3. There is new relevant evidence available that was not possible to obtain previously.
 - 12.2.3. The other party in the case will be notified that an appeal has been requested, and will be invited to make a written submission in response to be considered in the appeal.
 - 12.2.4. The Vice-President, Administration will review the investigation report, the original Notice of Decision, and any written submissions in support of or response to the appeal by the parties. The Vice-President, Finance and Administration may also request an interview with each party.
 - 12.2.5. Within (20) working days of receiving the written appeal, the Vice-President, Finance and Administration will render a final, written decision on the appeal.
- 12.3. Student Appeals
- 12.3.1. Any Complainant or Respondent who is a student adversely affected by the decision may appeal the decision directly to the Provost and Vice-President, Academic ** within ten (10) working days of receipt of the Notice of Decision by requesting an appeal in writing. The request for appeal must include the grounds for appeal, the arguments in support of the appeal, and the outcome sought.
 - 12.3.2. The available grounds for appeal are limited to the following:
 - 12.3.2.1. There has been a misinterpretation, a violation, an improper application, or faulty administration of the Policy;
 - 12.3.2.2. The decision is clearly unreasonable or unsupportable on the evidence;
 - 12.3.2.3. There is new relevant evidence available that was not possible to obtain previously.
 - 12.3.3. The other party in the case will be notified that an appeal has been requested, and will be invited to make a written submission in response to be considered in the appeal.
 - 12.3.4. The Provost and Vice-President, Academic review the investigation report, the original Notice of Decision, and any written submissions in support of or response to the appeal by the parties. The Provost and Vice-President, Academic may also request an interview with each party.
 - 12.3.5. Within (20) working days of receiving the written appeal, the Provost and Vice-President, Academic will render a final, written decision on the appeal.

* In the case of a conflict, the Provost and Vice-President, Academic

** In the case of a conflict, the Vice-President, Finance and Administration

13. CONFIDENTIALITY

- 13.1. Confidentiality is required in all procedures under this Policy. Because of the particular sensitivity of Sexual Violence and its consequences, confidentiality is of the utmost importance and will be maintained at all times, unless the safety of members of our community are at risk or subject to the disclosure requirements under this policy and/or the *Freedom of Information and Protection of Privacy Act, 1990* or any other applicable legislation and/or provisions of applicable collective agreements. Maintaining confidentiality benefits everyone involved in the complaint process. Those making complaints shall not discuss the matter other than with the appropriate parties. Those involved in dealing with the complaints or those who receive a Disclosure and/or report of Sexual Violence will disclose information only where absolutely necessary and the Complainant will be consulted before any disclosure of information is made. The importance of confidentiality will be stressed to all those involved in an investigation and everyone will be strictly required not to discuss the complaint with colleagues.
- 13.2. Confidentiality does not mean anonymity. In the instance of acting on a Complaint, a fundamental principle is that the Respondent must be informed of who has made the allegations, and the specific nature of the allegations, and the relevant evidence in the possession of the University.
- 13.3. In limited situations it may be necessary to convey appropriate information to the administration in order for the University to fulfill its obligation as employer and policy enforcer.
- 13.4. The University will make every reasonable effort to maintain confidentiality when it becomes aware of an incident of Sexual Violence and will limit disclosure of information about individuals to those within the University who need to know for the purposes of, or those consistent with, addressing the situation, investigating or taking corrective action. Under the following circumstances, however, the University might face additional legal obligations and may not be able to guarantee complete confidentiality if:
- 13.4.1. An individual is at risk of self-harm;
 - 13.4.2. An individual is at risk of harming an identified individual;
 - 13.4.3. Members of the University Community or the broader community may be at risk of harm; and/or
 - 13.4.4. Reporting or investigation is required by law.

14. NOTICE OF COLLECTION OF PERSONAL INFORMATION UNDER THIS POLICY

- 14.1. Any personal information about an individual collected in respect of this Policy in the course of university business, is pursuant to *The Laurentian University of Sudbury Act, 1960*. Such information will only be used for the purposes and functions outlined in the policy. If you have any questions about the collection, use, and disclosure of this information please contact the senior administrator responsible for the Policy.

15. POLICY REVIEW, AMENDMENTS AND EXCEPTIONS

- 15.1. The EDHRO is responsible for the review and implementation of this Policy. This Policy will be reviewed at least once every three years.
- 15.2. Revisions to the Policy will be sent for comment to the student associations, unions and employee groups, and any other stakeholder, as determined by the EDHRO, to ensure the provision and consideration of input from a diverse selection of students and employees.
- 15.3. Updates to the following information contained in this Policy do not require approval of the Board of Governors:
 - 15.3.1. The supports and services referred to in paragraph 7.5. of this Policy;
 - 15.3.2. The identity of officials, offices, and departments at the University that provide information about supports, services and accommodation or that receive Disclosures or Complaints.
 - 15.3.3. The identity of officials, offices and departments of the University that will be involved in the investigation and decision making process.
 - 15.3.4. A copy of this Policy as approved and amended is posted on the University's website and is always available to anyone who requests it.



LAURENTIAN UNIVERSITY OF SUDBURY

Policy on Response and Prevention of Sexual Violence

Office of Administration	President and Vice-Chancellor
Approval Authority	Board of Governors
Approval Date	February 11, 2022 June 16, 2023
Next Review	June 2025 April 2025
Review History -	December 16, 2016 April 26, 2019 February 11, 2022

1. PURPOSE

1.1. The overarching purposes of this Policy on Response and Prevention of Sexual Violence (the “Policy”) are to reaffirm Laurentian University of Sudbury’s (the “University”) commitment to a safe and healthy campus for study, for campus community life and for work life for members of the University community and its commitment to provide support to all members of the University community directly affected by Sexual Violence.

This Policy is also intended to:

1.1.1. Set out the University’s statement of values and commitments to address Sexual Violence;

1.1.2. Provide information about supports and services available at the University and in the community and to ensure appropriate and timely follow-up once a ~~Disclosure report~~ is made to the University;

~~1.1.3.~~ Provide information about the University’s process for responding to and addressing incidents and complaints of ~~S~~sexual ~~V~~violence; and

~~1.1.3-1.1.4.~~ Meet the University’s obligations under Bill 132, An Act to amend various statutes with respect to sexual violence, sexual harassment, domestic violence and related matters, [Bill](#)

[26, Strengthening Post-secondary Institutions and Students Act, 2022](#), the Ministry of Training, Colleges and Universities Act, 1990 the Occupational Health and Safety Act, 1990 (the "OHS"), and the Ontario Human Rights Code, 1990 with respect to sexual violence, [sexual](#) misconduct and sexual harassment.

2. SCOPE

2.1. This Policy addresses Sexual Violence involving all members of the University community, whether they are in the University's learning or work environment, on or off campus, or interacting through social or other electronic media. The learning and working environment encompasses any setting where University learning, working or other activities take place, whether in the classroom, lab, in other teaching, research, study or office settings, including the online environment, in co-op or practicum placements, in a University student residence or in connection with clubs or sport teams.

3. COMPANION POLICIES

1.1. This Policy is part of a tetralogy of University policies that support learning and working places free from discrimination, harassment, sexual harassment, bullying, violence and sexual violence. Including:

1.1.1. Laurentian University Code of Student Rights and Responsibilities;

1.1.2. Laurentian University Policy and Program on a Respectful Workplace and Learning Environment; and

1.1.3. Laurentian University Policy and Program on Workplace Violence Prevention.

1.2. This Policy does not replace or supersede existing collective agreement provisions relevant to addressing Sexual Violence ~~except except as set out in section 11.10 where specifically set out herein.~~

2. INTERPRETATION

2.1. This Policy must be read and interpreted within the context of the overarching purposes referred to in section 1.

2.2. The following definitions are intended to assist in the interpretation of this Policy as well as other related University policies mentioned in paragraph 3.1.

3. DEFINITIONS

[3.1. "Complainant" refers to a person who files a Complaint under this Policy.](#)

[3.2. "Complaint" refers to submitting a written complaint \(Case Resolution Request Form\) of an incident of Sexual Violence under this Policy for the purposes of initiating a process under this](#)

Policy.

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3.1.3.3. “Consent” refers to an active, direct, voluntary, and conscious choice and agreement to engage in any sexual activity by a person capable of consenting. These elements of consent must be present. It is not acceptable for a person who is said to have engaged in sexual violence to use their own consumption of alcohol or drugs as an excuse for their mistaken belief that there was consent. For further clarity, consent:

- 1.1.1. Can be revoked at any time;
- 1.1.2. Cannot be assumed nor implied;
- 1.1.3. Cannot be given by silence or the absence of “no”;
- 1.1.4. Cannot be given by an individual who is incapable of consenting due to intoxication by alcohol or drugs;
- 1.1.5. Cannot be given by an individual who is unconscious or asleep;
- 1.1.6. Cannot be obtained through threats or coercion;
- 1.1.7. Cannot be given if the person who is said to have engaged in Sexual Violence has abused a position of trust, power or authority; and
- 1.1.8. Might not be given properly if an individual has a disability that limits their verbal or physical means of interaction – in such instances, it is extremely important to determine how consent will be established.

~~1.1.~~ “Disclosure” refers to when someone discloses to another that they have experienced Sexual Violence. A Disclosure could be made to a friend, staff member or faculty member. The person to whom a disclosure is made They may also be significantly affected by the disclosure of sexual violence and may also be in need of support.

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~~1.2.~~ “Rape culture” refers to a culture in which dominant ideas, social practices, media images, and societal institutions implicitly or explicitly condone sexual assault by normalizing or trivializing Sexual Violence and by blaming survivors for their own abuse.

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~~1.3.~~ “Report/Complaint” refers to a formal report or submitting a written complaint (Case Resolution Request Form) of an incident of Sexual Violence under this Policy for the purposes of initiating a process under this Policy some form of investigation or adjudication.

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~~1.4.~~ “Respondent” refers to an individual against whom a Complaint has been made under this Policy.

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“Sexual violence” refers to any sexual act or act targeting a person’s sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person’s consent and includes sexual

assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation, distribution of sexual images or video of a community member without their consent, and cyber stalking of a sexual nature [and also encompasses the following definitions:](#)

[1.1.1.](#) “Sexual Assault” refers to any type of sexual contact without mutual consent. This may range from kissing and fondling to intercourse or other sexual acts. Any physical contact of a sexual nature without consent is sexual assault.

[1.1.1.1.](#) “Sexual Harassment” means:

[1.1.1.1.1.](#) Engaging in a course of vexatious comment or conduct against a person in a workplace, learning environment and/or housing accommodation because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, (*in some cases, one incident could be serious enough to be sexual harassment*);

1.1.1.1.1. Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement and the person knows or ought reasonably to know that the solicitation or advance is unwelcome;

1.1.1.1.2. An implied or expressed promise of reward for complying with a sexually oriented request;

1.1.1.1.3. An implied or expressed threat of reprisal or actual reprisal for refusing to comply with a sexually oriented request;

1.1.1.1.4. A sexually oriented comment or behaviour that may reasonably be perceived to create a negative psychological and emotional environment for a workplace, learning environment or housing accommodation;

1.1.1.1.5. Indecent exposure, voyeurism, degrading sexual imagery, degrading comments (in person or online) and cyber harassment.

[“Sexual Misconduct” means, in relation to a Student of the University,](#)

[1.1.1.](#) [physical sexual relations with the Student, touching of a sexual nature of the Student or behaviour or remarks of a sexual nature toward the Student by an Employee of the University where,](#)

[1.1.1.1.](#) [the act constitutes an offence under the *Criminal Code \(Canada\)*,](#)

[1.1.1.2.](#) [the act infringes the right of the student under clause 7 \(3\) \(a\) of the *Ontario Human Rights Code* to be free from a sexual solicitation or advance, or](#)

[1.1.1.3.](#) [the act constitutes Sexual Violence and/or Sexual Harassment and/or Sexual Assault as defined in this Policy or contravenes this Policy or any other policy, rule or other](#)

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requirement of the University respecting sexual relations between Employees and Students,
or

1.1.2. ~~(b)~~ any conduct by an Employee of the University that infringes the right of the Student under clause 7 (3) (b) of the Ontario Human Rights Code to be free from a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance.

~~1.1.1.2. "Sexual Violence Response Team" refers to a panel that may be called upon, where appropriate, pursuant to 7.5.2, to consider the desires/needs of the affected members of the University community and the safety of the campus. The Team is comprised of:~~

~~1.1.1. The Director of Campus Safety or designate,~~

~~1.1.2. A designate of the Equity, Diversity and Human Rights Office,~~

~~1.1.3. If the sexual violence involves a student, either as the Complainant or Respondent, the Director, Student Success Centre or designate,~~

~~1.1.4. If the sexual violence involves a non-academic employee, either as the Complainant or Respondent, the Associate Vice President Human Resources and Organizational Development or designate,~~

~~1.1.5. If the sexual violence involves an academic employee either as the Complainant or Respondent, the Dean of the Faculty in which the academic employee reports,~~

~~1.1.6. If the sexual violence occurs in a Laurentian residence complex, the Manager of Residence Life or designate, and~~

~~1.1.7.1.1.1. If the sexual violence involves an indigenous student, the Director of the Indigenous Sharing and Learning Centre, or designate if applicable and/or required.~~

1.2. "Survivor" refers to an individual who has experienced sexual violence.

1.3. "University community" refers to all individuals who have a relationship with or to the University, including but not limited to:

1.1.1. Students, meaning individuals registered as students at the University, whether full time or part-time, at the undergraduate or graduate level;

1.1.2. Employees, including all unionized and non-unionized academic, and non-academic staff as well as those whose salary is paid through sources other than the University's operating funds, such as grants, research grants and external contracts;

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- 1.1.3. Adjunct, visiting and emeritus professors; post-doctoral or clinical fellows; research trainees; ~~and medical residents;~~
- 1.1.4. Contractors, consultants, suppliers or other entities engaged by the University to provide services or goods when on University property or while acting in a capacity defined by their relationship to the University;
- 1.1.5. Members of the Board of Governors, of the Senate and any of their respective committees, as well as members of any advisory committee formed to help the University achieve its goals;
- 1.1.6. Employees of employee and student groups when on University property or while acting in a capacity defined by their relationship to the University;
- 1.1.7. Visitors, including visiting students and volunteers or persons who serve on advisory or other committees.
- ~~1.1.7.1.1.8.~~ 1.1.8. Volunteers, meaning individuals who voluntarily undertake tasks at the University as directed.

2. STATEMENT OF VALUES AND COMMITMENTS

- 1.1. The University is committed to creating and maintaining an environment where all members of the University community can study and work free from Sexual Violence.
- 1.2. The University recognizes that Sexual Violence is a fundamental affront to an individual's rights, dignity and integrity.
- 1.3. The University seeks to prevent Sexual Violence, including by intervening and speaking out when the University sees it occurring.
- 1.4. The University ensures that all members of the University community who experience Sexual Violence are supported, treated with compassion and the University will appropriately accommodate their needs. Survivors who disclose and/or make a Complaint regarding~~report~~ an experience of Sexual Violence can expect to be:
 - 1.1.1. Treated with compassion, dignity, and respect;
 - 1.1.2. Provided with timely safety planning assistance;
 - 1.1.3. Informed about on- and off-campus support services and resources available to them;
 - 1.1.4. Provided with non-judgmental and sympathetic support;
 - 1.1.5. Provided with academic, recreational, employment, and housing accommodations as appropriate, including measures to prevent further unwanted contact with the alleged Respondent if the alleged Respondent is a member of the campus community;

1.1.6. Allowed to determine whether and to whom they wish to disclose ~~or initiate a complaint process report~~ their experience, including:

1.1.1.1. Whether or not to pursue ~~formal~~ criminal, civil, and/or university avenues of redress;

1.1.1.2. Whether or not to disclose to a support person and seek out personal counselling.

1.1. The University addresses acts of Sexual Violence involving members of the University community fairly and promptly.

1.2. The University is committed to a survivor-centered approach to addressing issues of Sexual Violence and the development of English and French language services.

1.3. The University acknowledges and combats broader social attitudes about gender, sex and sexuality that normalize Sexual Violence and undermine women's equality. These are sometimes referred to as Rape Culture.

1.4. The University ensures that a Complainant acting in good faith, who discloses or makes a complaint of reports Sexual Violence, will not be subject to actions for violations of any University policies related to drug and alcohol use at the time the Sexual Violence took place.

1.5. The University ensures that during the University's processes, Students who share their experience of Sexual Violence through disclosing, accessing support, and/or making a complaint reporting to the University, will not be asked irrelevant questions from University staff or investigators, such as those relating to past sexual history or sexual expression.

1.6. The University will maintain annual statistics, without identifying information, on disclosed and reported incidents of Sexual Violence on campus and in accordance with legislative requirements. External reporting of such statistics will be done in accordance with legislative requirements.

1.7. The University will provide or make available to members of the University community education and awareness training on this Policy and on the prevention of Sexual Violence, with content tailored to the audience and relevant to their role and responsibility in responding to and addressing Sexual Violence.

2. DISCLOSING AND/OR MAKING A COMPLAINT OF REPORTING SEXUAL VIOLENCE TO THE UNIVERSITY

2.1. General provisions about Disclosure and making a Complaint reporting

1.1.1. A Disclosure of Sexual Violence does not constitute a ~~report~~/Complaint of Sexual Violence. An affected member of the University community may disclose for the purposes of receiving support without filing a ~~report~~Complaint.

1.1.2. Prior or subsequent to Disclosing ~~and/or making a eComplaint~~ reporting the matter to anyone at the University and/or making a Complaint, the person is encouraged, and is always free, to consult with or seek the advice and support from the relevant student association, union or other employee group about the matter, including regarding confidentiality, support and services, and the complaint process under this Policy.

1.1.3. If an incident of Sexual Violence is disclosed to a member of the University community, and it is not an emergency, the person to whom it is disclosed should refer the person disclosing to the Equity, Diversity and Human Rights Office (EDHRO), this Policy, and inform the person that information about on and off campus supports is provided on a dedicated Laurentian University Prevention and Response to Sexual Violence website: <https://laurentian.ca/policies-accountability/sexual-violence>.

~~1.1.3-1.1.4.~~ The person to whom a Disclosure is made may also be significantly affected by the Disclosure of sexual violence and may be in need of support.

1.2. Confidentiality

~~1.1.1. Disclosures and reports of sexual violence to the University will be treated in a confidential manner and in accordance with the Freedom of Information and Protection of Privacy Act and in accordance with the provisions of applicable collective agreements.~~

~~1.1.2. All members of the University community who receive a disclosure and/or report of sexual violence or who are involved in addressing or investigating it must keep the matter confidential in order to safeguard individuals against unsubstantiated allegations, to protect the rights of those involved in the allegations and prevent an unjustified invasion of their personal privacy and to preserve the integrity of the investigation.~~

~~1.1.3. The University will make every reasonable effort to maintain confidentiality when it becomes aware of an incident of sexual violence and will limit disclosure of information about individuals to those within the University who need to know for the purposes of, or those consistent with, addressing the situation, investigating or taking corrective action. Under the following circumstances, however, the University might face additional legal obligations and may not be able to guarantee complete confidentiality if:~~

~~1.1.3.1. An individual is at risk of self harm;~~

~~1.1.3.2. An individual is at risk of harming an identified individual;~~

~~1.1.3.3. Members of the University community or the broader community may be at risk of harm; and/or~~

~~1.1.3.4-1.2. Reporting or investigation is required by law.~~

1.1.4-1.1.1. If an affected member of the University Community or other person requests that the University not act on a Disclosure of Sexual Violence, the University must weigh that person's request against the University's legal obligation to take action and provide a learning and

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working environment that is safe and free from Sexual Violence for all members of the University community.

1.1. ~~Report in~~ Disclosure in an emergency

1.1.1. In an emergency on campus (imminent threat of Sexual Violence and of harm to a person or Sexual Violence is actually occurring), call 911. A report can also be made to Campus Safety, [which service is available 24/7.](#)

1.1.2. When a person reports an incident of Sexual Violence to Campus Safety, Campus Safety must inform the [EDHRO-Equity, Diversity and Human Rights Office](#) for follow-up as referred to in paragraph 7.5 of this Policy.

1.2. ~~Report and/or~~ Disclosure in a non-emergency

1.2.1. ~~In a non-emergency situation, University Community members should be referred to the EDHRO, The EDHRO is responsible for handling all incidents reports of Sexual Violence involving members of the University community in a non-emergency situation,~~ whether the Sexual Violence has occurred on or off campus. The EDHRO will provide information about available support and services, including information about ~~interim~~ measures that may be available to address the immediate situation and is the point of contact for a survivor affected by Sexual Violence to obtain academic, employment or other accommodations.

1.3. Follow-up on a ~~Disclsoure~~ report

1.3.1. When a person reports ~~or discloses~~ Sexual Violence to Campus Safety or ~~discloses~~ to the EDHRO, the EDHRO will contact the person to learn more about the circumstances, the person's needs and expectations, and the outcome sought. The survivor has the option to meet with the EDHRO in a safe location on campus, and may bring a support person to any meeting as described in 8.1.3. The EDHRO will make every effort to assist the person and will discuss with the person potential options to address or resolve the matter in a timely and supportive way, the appropriateness of which will depend on the person's needs and on the circumstances. The following is a list of examples that is not meant to be exhaustive:

1.1.1.1. Referral to contacts for suitable supports, services or resources available at the University and in the community;

1.1.1.2. Providing information to the person on what they can do or what the EDHRO or other person may do to intervene in the situation;

1.1.1.3. ~~Communication with the person who is said to have engaged in sexual violence to inform that person that the conduct is unwelcome;~~

1.1.1.4. Availability of ~~interim~~ academic or employment accommodation or other measures to stabilize a situation or to protect the person from retaliation or the threat of retaliation, to address safety or other concerns, and/or otherwise support the person (examples for students include exam or assignment deferral, class and/or

schedule changes, housing changes; examples for employees include making changes that are not disciplinary but precautionary to avoid contact between parties or placing the ~~Respondent person who is said to have engaged in sexual violence~~ on a temporary non-disciplinary leave with pay);

1.1.1.1. Information about methods available to facilitate a resolution;

1.1.1.2. Information about the filing of a ~~formal~~ complaint under this Policy; and

1.1.1.3. Information about any other available options to address or resolve the matter, including -external (criminal and other legal proceedings) processes;

1.1.2. To ensure the safety, follow-up, and support for the survivor, tThe EDHRO may, where appropriate, consult with other campus stakeholders including but not limited to engage -;

1.1.2.1. The Director of Campus Safety or designate,

1.1.2.2. If the Sexual Violence involves a Student, either as the Complainant or Respondent, the Director, Student Success Centre or designate,

1.1.2.3. If the Sexual Violence involves a non-academic employee, either as the Complainant or Respondent, the Associate Vice-President Human Resources and Organizational Development or designate,

If the Sexual Violence involves an academic Employee either as the Complainant or Respondent, the Dean of the Faculty in which the academic Employee reports,

1.1.2.4. If the Sexual Violence involves an Employee, that Employee's Union or Employee Association representative, if applicable,

1.1.2.5. If the Sexual Violence occurs in a Laurentian residence complex, the Manager of Residence Life or designate, and

1.1.2.6. If the Sexual Violence involves an Indigenous student, the Director of the Indigenous Sharing and Learning Centre, or designate,

1.1.2.1.1.2.7. the Sexual Violence Response Team to ensure the safety, follow up and support for the survivor those involved in the report of sexual violence. The Sexual Violence Response Team must ensure that the following steps take place and that there is follow up:

1.1.2.1. The person who has disclosed or reported an experience of sexual violence is given information regarding internal and external personal support and advocacy services, and internal (non-criminal) and external (criminal and other legal proceedings) complaint processes;

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~~1.1.2.2. — Appropriate academic, employment or other accommodation and interim measures are made available and implemented to stabilize the situation and/or separate the parties and to address any safety or security concerns; and~~

~~1.1.2.3-1.1.2.8. — A threat assessment is conducted.~~

~~1.1.3. The Equity, Diversity and Human Rights Office and/or the Sexual Violence Response Team can, on a confidential, need to know basis, consult or seek the assistance of other internal authorities or resources for direction and can consult or seek the assistance of external parties relevant to the particular incident, such as the student federation, employee associations, rape crisis centres and counselling services.~~

1.2. Support and services

1.1.1. A person affected by Sexual Violence is not required to ~~to Disclose report an incident of or~~ make a Complaint ~~about sexual violence~~ under the ~~formal~~ complaint process of this Policy in order to obtain the supports and services referred to below or in order to receive appropriate accommodation for their needs.

1.1.2. The supports and services available at the University to obtain information about Sexual Violence and/or support are as follows:

1.1.1.1. From the University:

1.1.1.1.1. Equity, Diversity and Human Rights Office

1.1.1.1.2. Laurentian University Health and Wellness Services

1.1.1.1.3. Campus Safety

1.1.2.1.1. Counselling and Support Services (for Students)

1.1.2.1.2. Residence Life (for Students)

1.1.2.1.3. Accessibility Services (for Students)

1.1.2.1.4. The Indigenous Sharing and Learning Centre and Indigenous Student Affairs (for Students)

1.1.2.2. From the Student Associations:

1.1.2.2.1. Women's Centre

1.1.2.2.2. Pride Laurentian

1.1.2.3. From other providers:

- 1.1.2.3.1. Voices for Women Sudbury Sexual Assault Centre
- 1.1.2.3.2. Centre Victoria pour femmes
- 1.1.2.3.3. Greater Sudbury Police Services
- 1.1.2.3.4. Health Sciences North – Violence Intervention and Prevention Program (VIPPP)
- 1.1.2.3.5. Sudbury and Area Victim Services

2. GENERAL PROVISIONS ON THE COMPLAINT PROCESS

2.1. Principles governing the Complaint Process

2.1.1. External recourse: This Policy and the complaint process do not prevent and are not intended to discourage an individual from also reporting Sexual Violence to the police and pursuing a complaint of Sexual Violence through the criminal justice system or from pursuing a complaint of sexual harassment with the Ontario Human Rights Tribunal pursuant to the *Ontario Human Rights Code, 1990*.

2.1.2. Choice not to file a Complaint ~~or not to investigate~~: A person may choose not to file a Complaint under ~~Section 9 of~~ this Policy. If a person decides not to file a ~~formal e~~ Complaint under ~~Section 9 of~~ this Policy ~~or requests that the University not investigate~~, the full range of supports and services outlined in paragraph 7.6 of this Policy remain available to that person. To the greatest extent possible, the University will respect the person's choice not to proceed with a ~~formal e~~ Complaint under this Policy ~~or a request that the University not investigate~~. However, the University may not be able to fulfill the person's wishes and the ~~University Equity, Diversity and Human Rights Office~~ can initiate ~~a Complaint process if process an investigation if~~ it has reason to believe that a member of the University community or broader community may be at risk of harm or if it determines that the University has a legal obligation to ~~pursue a investigate, following the formal e~~ Complaint process outlined ~~in section 9~~. In such cases, the person has the right not to participate in such ~~a Complaint process an investigation. If requested by the person~~ ~~As appropriate~~, and subject to any applicable collective agreement provisions and access to information and privacy legislation, they will be given an update on the status of such ~~Complaint process investigation~~ and informed of its result, including the imposition of disciplinary action/corrective measures, if any.

2.1.3. Support person: The Complainant or the Respondent can be accompanied by a support person of their choice, ~~including a representative from their Union or Employee Association or a student advocate~~, at any time during the ~~formal e~~ Complaint process ~~es~~ outlined in this Policy. The support person can provide encouragement or other emotional or moral support. The support person, with the person's written authorization, can speak with the EDHRO and obtain status updates on a Complaint. The support person's role is not to act or speak on behalf of the Complainant or Respondent; representations (both oral and written) must come directly from

the Complainant and Respondent. The support person must agree in writing to maintain confidentiality in accordance with this Policy.

2.1.4. ~~Deadlines and~~ Timelines: The ~~timelines-deadlines~~ mentioned in this Policy are meant to ensure that the matters are dealt with in a timely fashion. ~~Deadlines-Timelines~~ may, however, be extended where there are grounds to do so. It can be difficult to determine appropriate timelines for the ~~resolution with~~ ~~resolution, investigation or a final disposition with~~ respect to a ~~formal-e~~ Complaint. Therefore, where no ~~timelines are~~ ~~timelines-deadlines are~~ mentioned in this Policy, the intention is always to use a reasonable time period in light of the nature and complexity of the circumstances of the Complaint.

1.1 ~~General:~~ If an individual has experienced Sexual Violence, options are available that offer Employees and Students an opportunity to choose a course of action that meets their needs. Resolution options fall into three (3) broad categories:

1.1.1 ~~Personal Resolution (self-managed or assisted):~~ This can involve steps taken by the Complainant directly if they feel comfortable doing so, or with the assistance of other University personnel e.g. professors, instructors, coaches, managers or supervisors or individuals in authority in their unit, such as their Dean and/or Director.

1.1.2 ~~Informal Resolution Process:~~ This refers generally to a process and options other than a Formal Resolution Process and can include mediation, negotiation, facilitation, conflict resolution conferences and other dispute resolution techniques (see section 9 below).

1.1.3 ~~Formal Resolution Process:~~ This refers to a complaint process where a fact finding investigation is carried out and a determination is made as to whether the Policy has been breached (see section 10 below).

1.1.1 ~~The EDHRO is available to provide information about this Policy to any member of the University Community, including individuals who believe they may have experienced or witnessed Sexual Violence and those who may have been accused of it, as well as others who may be involved or impacted.~~

1.1.2 ~~The EDHRO is an impartial, neutral source of information about Sexual Violence and the interpretation and implementation of this Policy. The EDHRO is not an advocate for either party.~~

1.1.3 ~~One of the EDHRO's roles is to provide the individual with the information they need about this Policy in order to make informed choices.~~

1.1.3.1 Consultations will typically include a discussion of multiple resolution options available within the broad categories of personal (self-managed or assisted) resolution, the Informal Resolution Process and the Formal Resolution Process, including their respective advantages and disadvantages and/or, as required, interpretations and explanation of the Policy. Consultations also include a discussion of the available resources and supports, including academic considerations.

1.1.3.3 At the conclusion of the consultation, if any, the individual has the option to:

1.1.3.3.1 receive assistance and supports from the EDHRO;

1.1.3.3.2 Submit a written complaint (Case Resolution Request Form), and provide details of the cause for concern; or,

1.1.3.3.2 Proceed on their own with a personal (self-managed or assisted) resolution; or

1.1.3.3.3 Take no further action.

2.2. Filing a [Formal](#)-Complaint

2.2.1. The EDHRO is responsible for receiving and handling Complaints of Sexual Violence. Only a survivor who discloses experiencing Sexual Violence can choose to file a Complaint under this Policy (the “Complainant”).

2.2.2. A Complaint can be filed with the EDHRO if the individual who is said to have engaged in Sexual Violence is a member of the University community and was a member of the University community at the time of the incidents alleged in the Complaint (the “Respondent”).

2.2.3. A Complaint must submit a written complaint setting out the name of the Respondent, the nature and the details of the circumstances, including detailed facts, specific dates and names of potential witnesses ([Case Resolution Request Form](#)). The EDHRO will acknowledge receipt of any Complaint received, review it and if necessary, seek clarification from the Complainant on the information it contains. The EDHRO may also make appropriate enquiries with the Respondent and/or relevant University personnel and/or departments to supplement the information provided.

2.2.4. The EDHRO will advise potential Complainants and Respondents, verbally, in writing and/or by direction of these procedures, of their right to procedural fairness, and of the availability of counselling or other additional or alternative Laurentian University services and resources, as appropriate and/or applicable.

2.3. Equity, Diversity and Human Rights Office’s assessment

2.3.1. The EDHRO will assess the Complaint and determine whether the conduct forming the basis of the Complaint appears to fall within the definition of Sexual Violence as set out in Section 5 of this Policy, or whether the Complaint should be referred for review under a companion University policy as described in section 3.

2.3.2. The EDHRO will also determine if the individual who is said to have engaged in Sexual Violence is a member of the University community and was a member of the University community at the time of the incidents alleged in the Complaint.

2.3.3. If the EDHRO concludes that the Respondent in a complaint is a member of the University community, the EDHRO will then follow the process outlined under section 9 and/or section 10. The decision on whether to proceed with a resolution process, whether informal or formal, shall be made by the EDHRO.

2.3.4. If the EDHRO considers that the conduct complained of does not fall within the definition of Sexual Violence as set out in Section 5 of this Policy, or does not involve a member of the University community, the Complainant will be advised of the determination not to proceed. The EDHRO will provide information about any other available options to address or resolve the matter, including external recourse (criminal and other legal proceedings) as well as provide contacts for suitable supports, services or resources available at the University and in the community

~~2.1.4.~~

If an individual has experienced Sexual Violence by someone who is not a member of the Laurentian University Community and/or believes that someone who is not a member of the Laurentian University Community has breached this Policy it is an individual’s right to disclose the incident(s) to the EDHRO. The individual will have full access to all supports available under this Policy, including being provided with options with respect to external recourse. With respect to the third party’s behaviour, although the University has limited control over third parties, it will do its best to address the issue and prevent further issues from arising.

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3. No Reprisal or Retaliation

~~2.1.5-2.3.5.~~ There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone pursuing their rights in good faith under this Policy or who has provided information in good faith regarding ~~a complaint, incident or report of~~ an incident of Sexual Violence. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a Complaint under this Policy. Retaliations can also constitute

infractions under applicable legislation. Persons who engage in reprisals and retaliation and/or threats of reprisal or retaliation may be disciplined up to and including being expelled from the University and/or dismissed from employment.

~~2.1.6.~~

~~2.1.7.~~

~~2.2. Review of the Equity, Diversity and Human Rights Office's assessment~~

~~2.2.1. — A request to review the Equity, Diversity and Human Rights Office's assessment of the complaint can be made only if the Equity, Diversity and Human Rights Office has determined that the complaint falls outside the definition of sexual violence as set out in Section 5 of this Policy.~~

~~2.4. If the Complainant disagrees with the Equity, Diversity and Human Rights Office's determination that the complaint is outside the definition of sexual violence as set out in Section 5 of this Policy, then the Complainant may ask the Sexual Violence Response Team (excluding any member of the Equity, Diversity and Human Rights Office) to review the Equity, Diversity and Human Rights Office's assessment, if the Complainant submits the request in writing within 10 business days after the date of the Equity, Diversity and Human Rights Office's determination. Upon review, the Sexual Violence Response Team's decision is final and will be communicated to the Complainant in writing.~~

8.3. Informal Resolution Process

8.3.1. Following a complaint being filed, in appropriate circumstances, a Complainant and/or the Respondent may propose an informal resolution process before an investigation is commenced or completed, in appropriate circumstances, which include:

8.3.1.1. The nature of the incident is appropriate to an informal resolution process; and

8.3.1.2. The Complainant and the Respondent are fully informed and freely agree to participate in an informal resolution process.

8.3.2. At any stage during the informal resolution process, the Complainant has the right to request a formal investigative process under section 10.

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8.3.3. Examples of informal resolution processes include mediation, negotiation, facilitation, conflict resolution conferences, restorative justice including healing circles, and other dispute resolution techniques. The parties are not required to attend any face-to-face meetings unless they both consent to do so.

8.3.4. If the parties are able to reach a resolution, the EDHRO will advise both parties in writing of the resolution and related terms, if appropriate/applicable. In certain cases, a written record of the resolution may be appropriate. ~~prepare a written record of the resolution to be signed by both parties. A copy of the signed~~ written resolution agreement will be provided to both parties, and to appropriate University officials on a need to know basis if required to implement the terms of the resolution. If there is a failure to comply with the terms of resolution agreement, the complaint may proceed to the formal process under section 9.

10. Formal Resolution Process

10.1 General

If the matter cannot be resolved by the Informal Process or if it is too serious to be dealt with by the Informal Process or if the Informal Process is deemed not appropriate, the Formal Resolution Process may be initiated, subject to section 8.3.

10.2 INTERIM MEASURES

2.5. After a Complaint has been accepted, the EDHRO may impose interim measures as necessary where allegations of Sexual Violence give rise to a significant personal safety threat to other members of the University community, including the Complainant, or where in all the circumstances, the EDHRO concludes that interim measures are otherwise necessary. This may be done in consultation with the Associate Vice-President, Human Resources and Organizational Development in circumstances which warrant same.

2.6. Interim measures may include, but are not limited to the following:

2.6.1. Limit the access on University Premises;

2.6.2. Making arrangements for academic accommodations;

2.6.3. Change in reporting relationship or worksite;

2.6.4. Restrict the contact or association of the person or persons named in the complaint with certain individuals or groups;

2.6.5. Suspend student privileges; or

2.6.6. Temporarily suspend a student from campus.

2.7. Any interim measures are in no way to be construed as a final determination that a breach of this Policy has occurred or as discipline or transfer within the meaning of any collective agreement and are taken on a without prejudice basis;

2.8. The EDHRO shall adhere to the principle of proportionality when imposing an interim measure, and should seek to impose an interim measure that is least disruptive to the Respondent while simultaneously achieving the intended goals of the measures.

2.9. An interim measure imposed shall remain in place until a decision is made at the conclusion of an investigation, unless otherwise ordered by the Equity, Diversity and Human Rights Office.

~~2.3. Investigation~~

~~2.3.1.2.9.1. Notification~~

~~2.3.1.1.2.9.1.1.~~ Once the Equity, Diversity and Human Rights Office has accepted the Complaint for investigation based on the criteria noted above, it shall:

~~2.3.1.2.2.9.1.2.~~ Notify the Respondent in writing that a complaint has been lodged. The Respondent will be provided with a copy or summary of the allegations, identifying the Complainant. The Respondent will also be provided with a copy of the Policy;

~~2.3.1.3.2.9.1.3.~~ Where appropriate, inform the relevant Direct Supervisor for each party that a complaint has been filed and an investigation initiated. In addition, where appropriate, the Equity, Diversity and Human Rights Office will also recommend and/or discuss the need for Interim Measures;

~~2.3.1.4.2.9.1.4.~~ Inform the relevant Union or Employee Association for each party that a complaint has been filed and an investigation initiated.

~~2.3.2.2.9.2. Response~~

~~2.3.2.1.2.9.2.1.~~ The Respondent shall have the right (but is not obliged) to respond in writing, within ten (10) working days of being notified. The response, if any, should either acknowledge or deny the validity of the allegations in whole or in part, provide additional information, and/ or propose a resolution of the complaint. A request for an extension of the response period will not be unreasonably withheld.

~~2.3.2.2.2.9.2.2.~~ The Respondent is entitled to the same level of assistance in the process as is available to the Complainant. If they have not already done so, the Respondent has the right to meet with the EDHRO to obtain information, guidance and assistance and discuss options. The EDHRO will not directly assist the Respondent to prepare their response; a Respondent may seek such assistance from anyone else they deem appropriate, including legal counsel.

~~2.3.2.3.2.9.2.3.~~ The Complainant shall be provided with a copy or summary of the response and has the right (but is not obliged) to reply to the investigator, in writing, within five (5) working days. The Complainant may, in their reply, accept the Respondent's proposed resolution, if there is one; propose or request an alternate resolution, withdraw some or all of the allegations; or reply to the Respondent's version of events.

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2.3.3.4.2.9.2.4. The Respondent will be provided with a summary of the Complainant's reply, which ends this stage of the process.

2.3.3.2.9.3. Investigation Initiation

2.3.3.4.2.9.3.1. Once the Complaint is accepted for investigation, the EDHRO will appoint an investigator, who is impartial and unbiased and who is trained in Sexual Violence investigation techniques, to conduct a fair, thorough and complete investigation of the complaint.

2.3.3.2.9.3.2. The Complainant or Respondent(s) may challenge the appointment of the investigator on the ground that the proposed investigator has a potential conflict of interest or that having the proposed investigator conduct the investigation raises a reasonable apprehension of bias. The challenge must be submitted in writing to the EDHRO as soon as possible after the potential issue is identified and the Office will make a decision on the challenge within five (5) working days of having received it. That decision will be final.

2.3.3.3.2.9.3.3. Once the investigator has been appointed, the EDHRO shall provide all documentation relevant to the Complaint to the investigator. The investigator will then devise a written investigation plan outlining the process to interview the Complainant, the Respondent, and all witnesses whom the investigator determines to have any information relevant to the complaint. In addition, the investigator shall include in the report the names of any potential witnesses that had no relevant information, or were not available to be interviewed. If it appears to the investigator that other persons not named by the parties may have information related to the complaint, every effort will be made to interview those potential witnesses. It may also be necessary to re-interview the parties before issuing the report.

2.3.3.4.2.9.3.4. The investigator is solely responsible for determining the scope of the investigation, including which witnesses, if any, are to be interviewed. The investigator shall collect, review, analyze and assess the facts with respect to the allegation(s). The investigator shall be permitted to draw inferences and to assess the credibility of the persons interviewed.

2.3.3.5.2.9.3.5. A typical investigation involves, but is not necessarily limited to, the information gathered in the complaint/response process, supplemented by interviews, if necessary, with the Complainant, Respondent and witnesses (in that order) and the review of any applicable documentary, physical, corroborative or contemporaneous or other evidence. Witnesses may include anyone who can provide information, records or details regarding an allegation or the circumstances surrounding a complaint. When material facts are not in dispute, interviewing witnesses may be unnecessary.

2.3.3.6.2.9.3.6. There is an obligation on members of the University community to cooperate in the investigation of a complaint.

2.3.3.7.2.9.3.7. If a Respondent declines to participate in the investigation process, in most cases it will be both possible and appropriate to proceed with an investigation without a statement (response) or interview of the Respondent.

2.4-2.10. The investigator shall use best efforts to complete the investigation within forty (40) working days from the time the investigator has been appointed. Where the investigation goes beyond this

2.5-2.11. The investigator shall determine on a balance of probabilities whether or not the Respondent has violated this Policy. If appropriate, the investigator shall decide whether or not the complaint was frivolous, vexatious, or made in bad faith. A Complaint may be deemed to be made in bad faith if it is deliberately and maliciously invented in order to damage the reputation of the Respondent. This is not to be confused with a complaint made in good faith that is found without merit. A complaint made in bad faith is a violation of the Policy and the Complainant may be subject to corrective measures/disciplinary action.

2.6-2.12. The investigator shall prepare a written report summarizing the results of the investigation and the investigator's determination. The investigator shall submit the written report to the EDHRO.

2.7-2.13. Within five (5) working days of the conclusion of the investigation and receiving the written report, the EDHRO, after reviewing the report, will submit same to one of the following decision makers as follows, depending on the parties involved in the investigation:

2.7.1-2.13.1. The Associate Vice-President, Human Resources and Organizational Development if it is an employee other than a faculty member; or

2.7.2-2.13.2. The Provost and Vice-President, Academic, if it is a member of faculty; or

2.7.3-2.13.3. The Associate Vice-President, Student Affairs, Registrar and Secretary of Senate, if it is a student; or

2.7.4-2.13.4. The Vice-President, Finance and Administration if it is an Administrator; or

2.7.5-2.13.5. The President and Vice-Chancellor if it is a Senior Administrator, other than the President and Vice-Chancellor; or

2.7.6-2.13.6. The Chair of the Board of Governors if it is the President and Vice-Chancellor of Laurentian University.

2.8-2.14. In cases where a conflict of interest or a reasonable apprehension of bias is declared by either one of the parties or by the decision marker, another individual on the above list will be called upon to make the decision.

2.9-2.15. The EDHRO will prepare an Investigative Report Summary which shall include a summary of the evidence as aggregate information that does not identify individuals. The Investigative Report Summary shall be marked "*Confidential*" and subject to the confidentiality provisions set out below. The Investigative Report Summary shall be sent by the EDHRO to the Complainant and Respondent within (5) working days of receipt of the written report from the investigator the parties shall also be informed who has been appointed the decision maker on their complaint.

2.10-2.16. Within fifteen (15) working days of receiving the report from the EDHRO the decision maker who receives the report will decide, except where otherwise noted, in accordance with this Policy and any applicable collective agreements:

2-10-1-2.16.1. Which remedies, if any, will be provided to the Complainant;

2-10-2-2.16.2. The corrective measures/disciplinary action, if any, to be imposed on the Respondent;

2-10-3-2.16.3. The corrective measures/disciplinary action to be imposed on the Complainant in the case of a frivolous, vexatious, malicious or bad faith complaint;

2-10-4-2.16.4. Whether the employee or student in question can continue in their current workplace or learning environment.

2-11-2.17. Examples of remedies that may be provided to the Complainant include:

2-11-1-2.17.1. Verbal or written apology from the Respondent;

2-11-2-2.17.2. Compensation for lost wages;

2-11-3-2.17.3. Job or promotion that was denied;

2-11-4-2.17.4. Compensation for lost tuition;

2-11-5-2.17.5. Transfer of the student with the student's consent from one course or section to another;

2-11-6-2.17.6. Reassignment of graduate supervisors;

2-11-7-2.17.7. Commitment that he, she or they will not be transferred, or will have a transfer reversed, unless he, she or they choose to move; and/or

2-11-8-2.17.8. Change in work or study conditions or arrangements.

2-12-2.18. Where the Respondent is a student, examples of sanctions that may be imposed include:

2-12-1-2.18.1. Formal written reprimand.

2-12-2-2.18.2. Prohibit contact, correspondence or any other form of communication between the Respondent and the Complainant.

2-12-3-2.18.3. Deny or limit access to specified services, activities, facilities, and/or locations at the University for such period of time as may be determined;

2-12-4-2.18.4. Require the Respondent to attend a sexual violence prevention program or course; and/or

2-12-5-2.18.5. Whether to recommend to the Vice-President, Academic and Provost that the Respondent be expelled from the University or suspended from the University for a specified time period.

2-13-2.19. When a student receives the sanction of suspension or expulsion by the Provost & Vice-President, Academic:

~~2.13.1-2.19.1.~~ The notations “suspended” or “expelled” from the “Department”, “School” or “University” for misconduct shall be entered on the student’s Transcript and Grade Report by the Registrar upon receipt of a notice of suspension or expulsion.

~~2.13.2-2.19.2.~~ The suspension notation will be removed when the student graduates or five (5) years after the last registration.

~~2.13.3-2.19.3.~~ The expulsion notation is permanent unless the Provost & Vice-President, Academic grants a petition for its removal. Any such petition may be made no sooner than five (5) years after the offence. Removal of the expulsion notation from the transcript does not overturn the expulsion decision, which will remain in effect.

2.20. Where the Respondent is an Employee, the following shall apply:

2.20.1. Discharge or discipline

11.10.1.1 If an Employee commits an act of Sexual Misconduct/Sexual Violence toward a Student, the University may discharge or discipline the Employee for that act, and,

(a) the discharge or disciplinary measure is deemed to be for just cause for all purposes;

(b) the Employee is not entitled to notice of termination or termination pay or any other compensation or restitution as a result of the discharge or disciplinary measure; and

(c) despite subsection 48 (17) of the Labour Relations Act, 1995 and subsection 14 (17) of the Colleges Collective Bargaining Act, 2008, and despite any provision of a collective agreement or employment contract specifying a penalty for the infraction, no arbitrator, arbitration board or other adjudicator shall substitute any other penalty for the discharge or disciplinary measure imposed by the University.

(d) Examples of sanctions where the Respondent is an Employee include, but are not limited to:

2.20.1.1. Verbal and/or written warning

2.20.1.2. Change in work assignment;

Suspension from work for a set time with or without pay;

Dismissal from employment.

11.10.2 No re-employment

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maker will consider the representation of the Respondent and/or Complainant, as the case may be, and their Union or Employee Association, if applicable, prior to making a final decision in regards to corrective measures/disciplinary action.

- 12.12 Within five (5) working days of the meeting noted above, the decision maker shall notify the Respondent and/or Complainant, as the case may be, and Union or Employee Association, if applicable, in writing as to whether corrective measures shall be taken and/or discipline shall be imposed, the nature of the corrective measures/disciplinary action, the reasons for it and the events being relied upon to support it.
- 12.13 The decision maker shall also notify the EDHRO in writing of the decision, and the EDHRO provide a copy of the Notice of Decision to the Complainant and their Union or Employee Association representative.
- 12.14 The Notice of Decision shall be marked as "*Confidential*" and subject to the confidentiality provisions, below.
- 12.15 Within ten (10) working days or sooner from the date where corrective measures/disciplinary action has been communicated or from the time of the meeting with the Complainant and the Respondent, the decision maker will institute disciplinary action, corrective measures, remedies and /or any changes in work.

13 APPEAL

13.10 Faculty and Staff Appeals

13.10.5 Any Complainant or Respondent who is a bargaining unit member adversely affected by the decision may pursue their rights, if any, under the applicable collective bargaining agreement.

13.11 Non-Union Employee Appeals

13.11.5 Any Complainant or Respondent who is a non-union employee adversely affected by the decision may appeal the decision directly to the Vice-President, Finance and Administration* within ten (10) working days of receipt of the Notice of Decision by requesting an appeal in writing. The request for appeal must include the grounds for appeal, the arguments in support of the appeal, and the outcome sought.

13.11.6 The available grounds for appeal are limited to the following:

13.11.6.1 There has been a misinterpretation, a violation, an improper application, or faulty administration of the Policy;

13.11.6.2 The decision is clearly unreasonable or unsupportable on the evidence;

13.11.6.3 There is new relevant evidence available that was not possible to obtain previously.

13.11.7 The other party in the case will be notified that an appeal has been requested, and will be invited to make a written submission in response to be considered in the appeal.

13.11.8 The Vice-President, Administration will review the investigation report, the original Notice of Decision, and any written submissions in support of or response to the appeal by the parties. The

Vice-President, Finance and Administration may also request an interview with each party.

13.11.9 Within (20) working days of receiving the written appeal, the Vice-President, Finance and Administration will render a final, written decision on the appeal.

13.12 Student Appeals

13.12.5 Any Complainant or Respondent who is a student adversely affected by the decision may appeal the decision directly to the Provost and Vice-President, Academic ** within ten (10) working days of receipt of the Notice of Decision by requesting an appeal in writing. The request for appeal must include the grounds for appeal, the arguments in support of the appeal, and the outcome sought.

13.12.6 The available grounds for appeal are limited to the following:

13.12.6.1 There has been a misinterpretation, a violation, an improper application, or faulty administration of the Policy;

13.12.6.2 The decision is clearly unreasonable or unsupportable on the evidence;

13.12.6.3 There is new relevant evidence available that was not possible to obtain previously.

13.12.7 The other party in the case will be notified that an appeal has been requested, and will be invited to make a written submission in response to be considered in the appeal.

13.12.8 The Provost and Vice-President, Academic review the investigation report, the original Notice of Decision, and any written submissions in support of or response to the appeal by the parties. The Provost and Vice-President, Academic may also request an interview with each party.

13.12.9 Within (20) working days of receiving the written appeal, the Provost and Vice-President, Academic will render a final, written decision on the appeal.

* In the case of a conflict, the Provost and Vice-President, Academic

** In the case of a conflict, the Vice-President, Finance and Administration

~~3.14~~ CONFIDENTIALITY

~~13.13~~13.10 Confidentiality is required in all procedures under this Policy. Because of the particular sensitivity of Sexual Violence and its consequences, confidentiality is of the utmost importance and will be maintained at all times, unless the safety of members of our community are at risk or subject to the disclosure requirements under this policy and/or the Freedom of Information and Protection of Privacy Act, 1990 or any other applicable legislation and/or provisions of applicable collective agreements. Maintaining confidentiality benefits everyone involved in the complaint process. Those making complaints shall not discuss the matter other than with the appropriate parties. Those involved in dealing with the complaints or those who receive a Disclosure and/or report of Sexual Violence or who are involved in addressing or investigating it will disclose information only where absolutely necessary and the Complainant will be consulted before any disclosure of information is made. The importance of confidentiality will be stressed to all those involved in an investigation and everyone will be strictly required not to discuss the complaint

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with colleagues.

~~3.1.14.11~~ Confidentiality does not mean anonymity. In the instance of acting on a Complaint, a fundamental principle is that the Respondent must be informed of who has made the allegations, and the specific nature of the allegations, and the relevant evidence in the possession of the University.

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~~13.14.14.12~~ In limited situations it may be necessary to convey appropriate information to the administration in order for the University to fulfill its obligation as employer and policy enforcer.

~~Disclosures and Complaints of sexual violence to the University will be treated in a confidential manner and in accordance with the Freedom of Information and Protection of Privacy Act, 1990 and in accordance with the provisions of applicable collective agreements.~~

~~All members of the University community who receive a disclosure and/or report of sexual violence or who are involved in addressing or investigating it must keep the matter confidential in order to safeguard individuals against unsubstantiated allegations, to protect the rights of those involved in the allegations and prevent an unjustified invasion of their personal privacy and to preserve the integrity of the investigation.~~

~~1.1.5.1.1.2.~~ The University will make every reasonable effort to maintain confidentiality when it becomes aware of an incident of Sexual Violence and will limit disclosure of information about individuals to those within the University who need to know for the purposes of, or those consistent with, addressing the situation, investigating or taking corrective action. Under the following circumstances, however, the University might face additional legal obligations and may not be able to guarantee complete confidentiality if:

~~1.1.5.1.1.2.1.~~ An individual is at risk of self-harm;

~~1.1.5.2.1.1.2.2.~~ An individual is at risk of harming an identified individual;

~~1.1.5.3.1.1.2.3.~~ Members of the University community or the broader community may be at risk of harm; and/or

~~13.14.5.14.12.5.1~~ Reporting or investigation is required by law.

~~4415~~ NOTICE OF COLLECTION OF PERSONAL INFORMATION UNDER THIS POLICY

~~14.10.15.10~~ Any personal information about an individual collected in respect of this Policy in the course of university business, is pursuant to *The Laurentian University of Sudbury Act, 1960*. Such information will only be used for the purposes and functions outlined in the policy. If you have any questions about the collection, use, and disclosure of this information please contact the senior administrator responsible for the Policy.

~~4516~~ POLICY REVIEW, AMENDMENTS AND EXCEPTIONS

~~45.10~~16.10 The EDHRO is responsible for the review and implementation of this Policy. This Policy will be reviewed at least once every three years.

~~45.11~~16.11 Revisions to the Policy will be sent for comment to the student associations, unions and employee groups, and any other stakeholder, as determined by the EDHRO, to ensure the provision and consideration of input from a diverse selection of students and employees.

~~45.12~~16.12 Updates to the following information contained in this Policy do not require approval of the Board of Governors:

~~45.12.5~~16.12.5 The supports and services referred to in paragraph 7.6 of this Policy;

~~45.12.6~~16.12.6 The identity of officials, offices, and departments at the University that provide information about supports, services and accommodation or that receive ~~Disclosures, reports or formal~~ Complaints.

~~45.12.7~~16.12.7 The identity of officials, offices and departments of the University that will be involved in the investigation and decision making process.

~~45.12.8~~16.12.8 A copy of this Policy as approved and amended is posted on the University's website and is always available to anyone who requests it.



LAURENTIAN UNIVERSITY OF SUDBURY

Policy on Response and Prevention of Sexual Violence

Office of Administration	President and Vice-Chancellor
Approval Authority	Board of Governors
Approval Date	June 16, 2023
Next Review	April 2025
Review History -	December 16, 2016 April 26, 2019

1. PURPOSE

1.1. The overarching purposes of this Policy on Response and Prevention of Sexual Violence (the “Policy”) are to reaffirm Laurentian University’s (the “University”) commitment to a safe and healthy campus for study, for campus community life and for work life for members of the University community and its commitment to provide support to all members of the University community directly affected by sexual violence.

1.2. This Policy is also intended to:

1.2.1. Set out the University’s statement of values and commitments to address sexual violence;

1.2.2. Provide information about supports and services available at the University and in the community and to ensure appropriate and timely follow-up once a report is made to the University;

1.2.3. Provide information about the University’s process for responding to and addressing incidents and complaints of sexual violence; and

1.2.4. Meet the University’s obligations under Bill 132, An Act to amend various statutes with respect to sexual violence, sexual harassment, domestic violence and related matters, the *Ministry of Training, Colleges and Universities Act, 1990* the *Occupational Health and Safety Act, 1990* (the

"OHSA"), and the Ontario *Human Rights Code, 1990* with respect to sexual violence and sexual harassment.

2. SCOPE

2.1. This Policy addresses sexual violence involving all members of the University community, whether they are in the University's learning or work environment, on or off campus, or interacting through social or other electronic media. The learning and working environment encompasses any setting where University learning, working or other activities take place, whether in the classroom, lab, in other teaching, research, study or office settings, including the online environment, in co-op or practicum placements, in a University student residence or in connection with clubs or sport teams.

3. COMPANION POLICIES

3.1. This Policy is part of a tetralogy of University policies that support learning and working places free from discrimination, harassment, sexual harassment, bullying, violence and sexual violence. Including:

3.1.1. Laurentian University Code of Student Rights and Responsibilities;

3.1.2. Laurentian University Policy and Program on a Respectful Workplace and Learning Environment; and

3.1.3. Laurentian University Policy and Program on Workplace Violence Prevention.

3.2. This Policy does not replace or supersede existing collective agreement provisions relevant to addressing sexual violence.

4. INTERPRETATION

4.1. This Policy must be read and interpreted within the context of the overarching purposes referred to in section 1.

4.2. The following definitions are intended to assist in the interpretation of this Policy as well as other related University policies mentioned in paragraph 3.1.

5. DEFINITIONS

5.1. "Consent" refers to an active, direct, voluntary, and conscious choice and agreement to engage in any sexual activity by a person capable of consenting. These elements of consent must be present. It is not acceptable for a person who is said to have engaged in sexual violence to use their own consumption of alcohol or drugs as an excuse for their mistaken belief that there was consent. For further clarity, consent:

5.1.1. Can be revoked at any time;

- 5.1.2. Cannot be assumed nor implied;
 - 5.1.3. Cannot be given by silence or the absence of “no”;
 - 5.1.4. Cannot be given by an individual who is incapable of consenting due to intoxication by alcohol or drugs;
 - 5.1.5. Cannot be given by an individual who is unconscious or asleep;
 - 5.1.6. Cannot be obtained through threats or coercion;
 - 5.1.7. Cannot be given if the person who is said to have engaged in sexual violence has abused a position of trust, power or authority; and
 - 5.1.8. Might not be given properly if an individual has a disability that limits their verbal or physical means of interaction – in such instances, it is extremely important to determine how consent will be established.
- 5.2. “Disclosure” refers to when someone discloses to a campus official that they have experienced sexual violence. A disclosure does not constitute a report/complaint.
- 5.3. “First responder” refers to the person to whom the affected member of the University community initially disclosed. This could be a friend, staff member or faculty member. They may be significantly affected by the disclosure of sexual violence and may also be in need of support.
- 5.4. “Rape culture” refers to a culture in which dominant ideas, social practices, media images, and societal institutions implicitly or explicitly condone sexual assault by normalizing or trivializing sexual violence and by blaming survivors for their own abuse.
- 5.5. “Report/Complaint” refers to a formal report or complaint of an incident of sexual violence under this Policy for the purposes of initiating some form of investigation or adjudication.
- 5.6. “Respondent” refers to an individual against whom a complaint has been made under this Policy.
- 5.7. “Sexual assault” refers to any type of sexual contact without mutual consent. This may range from kissing and fondling to intercourse or other sexual acts. Any physical contact of a sexual nature without consent is sexual assault.
- 5.8. “Sexual Harassment” means:
- 5.8.1. Engaging in a course of vexatious comment or conduct against a person in a workplace, learning environment and/or housing accommodation because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, (*in some cases, one incident could be serious enough to be sexual harassment*);
 - 5.8.2. Making a sexual solicitation or advance where the person making the solicitation or

- advance is in a position to confer, grant or deny a benefit or advancement and the person knows or ought reasonably to know that the solicitation or advance is unwelcome;
- 5.8.3. An implied or expressed promise of reward for complying with a sexually oriented request;
- 5.8.4. An implied or expressed threat of reprisal or actual reprisal for refusing to comply with a sexually oriented request;
- 5.8.5. A sexually oriented comment or behaviour that may reasonably be perceived to create a negative psychological and emotional environment for a workplace, learning environment or housing accommodation;
- 5.8.6. Indecent exposure, voyeurism, degrading sexual imagery, degrading comments (in person or online) and cyber harassment.
- 5.9. “Sexual violence” refers to any sexual act or act targeting a person’s sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person’s consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation, distribution of sexual images or video of a community member without their consent, and cyber stalking of a sexual nature.
- 5.10. “Sexual Violence Response Team” refers to a panel that may be called upon, where appropriate, pursuant to 7.5.2, to consider the desires/needs of the affected members of the University community and the safety of the campus. The Team is comprised of:
- 5.10.1. The Director of Campus Safety or designate,
- 5.10.2. A designate of the Equity, Diversity and Human Rights Office,
- 5.10.3. If the sexual violence involves a student, either as the Complainant or Respondent, the Director, Student Success Centre or designate,
- 5.10.4. If the sexual violence involves a non-academic employee, either as the Complainant or Respondent, the Associate Vice-President Human Resources and Organizational Development or designate,
- 5.10.5. If the sexual violence involves an academic employee either as the Complainant or Respondent, the Dean of the Faculty in which the academic employee reports,
- 5.10.6. If the sexual violence occurs in a Laurentian residence complex, the Manager of Residence Life or designate, and
- 5.10.7. If the sexual violence involves an indigenous student, the Director of the Indigenous Sharing and Learning Centre, or designate if applicable and/or required.

5.11. "Survivor" refers to an individual who has experienced sexual violence.

5.12. "University community" refers to all individuals who have a relationship with or to the University, including but not limited to:

5.12.1. Students, meaning individuals registered as students at the University, whether full time or part-time, at the undergraduate or graduate level;

5.12.2. Employees, including all unionized and non-unionized academic, and non-academic staff as well as those whose salary is paid through sources other than the University's operating funds, such as grants, research grants and external contracts;

5.12.3. Adjunct, visiting and emeritus professors; post-doctoral or clinical fellows; research trainees; and medical residents;

5.12.4. Contractors, consultants, suppliers or other entities engaged by the University to provide services or goods when on University property or while acting in a capacity defined by their relationship to the University;

5.12.5. Members of the Board of Governors, of the Senate and any of their respective committees, as well as members of any advisory committee formed to help the University achieve its goals;

5.12.6. Employees of employee and student groups when on University property or while acting in a capacity defined by their relationship to the University;

5.12.7. Visitors, including visiting students and volunteers or persons who serve on advisory or other committees.

6. STATEMENT OF VALUES AND COMMITMENTS

6.1. The University is committed to creating and maintaining an environment where all members of the University community can study and work free from sexual violence.

6.2. The University recognizes that sexual violence is a fundamental affront to an individual's rights, dignity and integrity.

6.3. The University seeks to prevent sexual violence, including by intervening and speaking out when the University sees it occurring.

6.4. The University ensures that all members of the University community who experience sexual violence are supported, treated with compassion and the University will appropriately accommodate their needs. Survivors who disclose and/or report an experience of sexual violence can expect to be:

6.4.1. Treated with compassion, dignity, and respect;

- 6.4.2. Provided with timely safety planning assistance;
- 6.4.3. Informed about on- and off-campus support services and resources available to them;
- 6.4.4. Provided with non-judgmental and sympathetic support;
- 6.4.5. Provided with academic, recreational, employment, and housing accommodations as appropriate to prevent further unwanted contact with the alleged Respondent if the alleged Respondent is a member of the campus community;
- 6.4.6. Allowed to determine whether and to whom they wish to disclose or report their experience, including:
 - 6.4.6.1. Whether or not to pursue formal criminal, civil, and/or university avenues of redress;
 - 6.4.6.2. Whether or not to disclose to a support person and seek out personal counselling.
- 6.5. The University addresses acts of sexual violence involving members of the University community fairly and promptly.
- 6.6. The University is committed to a survivor-centered approach to addressing issues of sexual violence and the development of English and French language services.
- 6.7. The University acknowledges and combats broader social attitudes about gender, sex and sexuality that normalize sexual violence and undermine women's equality. These are sometimes referred to as rape culture.
- 6.8. The University ensures that a Complainant acting in good faith, who discloses or reports sexual violence, will not be subject to actions for violations of any University policies related to drug and alcohol use at the time the sexual violence took place.
- 6.9. The University ensures that during the institution's processes, students who share their experience of sexual violence through disclosing, accessing support, and/or reporting to the University, will not be asked irrelevant questions from University staff or investigators, such as those relating to past sexual history or sexual expression.
- 6.10. The University will maintain annual statistics, without identifying information, on disclosed and reported incidents of sexual violence on campus and in accordance with legislative requirements. External reporting of such statistics will be done in accordance with legislative requirements.
- 6.11. The University will provide or make available to members of the University community education and awareness training on this Policy and on the prevention of sexual violence, with content tailored to the audience and relevant to their role and responsibility in responding to and addressing sexual violence.

7. DISCLOSING AND/OR REPORTING SEXUAL VIOLENCE TO THE UNIVERSITY

7.1. General provisions about disclosure and reporting

- 7.1.1. A disclosure of sexual violence does not constitute a report/complaint of sexual violence. An affected member of the University community may disclose for the purposes of receiving support without filing a report/complaint.
- 7.1.2. Prior or subsequent to disclosing and/or reporting the matter to anyone at the University, the person is encouraged, and is always free, to consult with or seek the advice and support from the relevant student association, union or other employee group about the matter, including regarding confidentiality, support and services, and the complaint process.
- 7.1.3. If an incident of sexual violence is disclosed to a member of the University community, the person to whom it is disclosed should refer the person disclosing to this Policy, and inform the person that information about on and off campus supports is provided on a dedicated Laurentian University Prevention and Response to Sexual Violence website:
<https://laurentian.ca/policies-accountability/sexual-violence>.

7.2. Confidentiality

- 7.2.1. Disclosures and reports of sexual violence to the University will be treated in a confidential manner and in accordance with the *Freedom of Information and Protection of Privacy Act* and in accordance with the provisions of applicable collective agreements.
- 7.2.2. All members of the University community who receive a disclosure and/or report of sexual violence or who are involved in addressing or investigating it must keep the matter confidential in order to safeguard individuals against unsubstantiated allegations, to protect the rights of those involved in the allegations and prevent an unjustified invasion of their personal privacy and to preserve the integrity of the investigation.
- 7.2.3. The University will make every reasonable effort to maintain confidentiality when it becomes aware of an incident of sexual violence and will limit disclosure of information about individuals to those within the University who need to know for the purposes of, or those consistent with, addressing the situation, investigating or taking corrective action. Under the following circumstances, however, the University might face additional legal obligations and may not be able to guarantee complete confidentiality if:
- 7.2.3.1. An individual is at risk of self-harm;
- 7.2.3.2. An individual is at risk of harming an identified individual;
- 7.2.3.3. Members of the University community or the broader community may be at risk of harm; and/or

7.2.3.4. Reporting or investigation is required by law.

7.2.4. If an affected member of the University community or other person requests that the University not act on a disclosure of sexual violence, the University must weigh that person's request against the University's legal obligation to take action and provide a learning and working environment that is safe and free from sexual violence for all members of the University community.

7.3. Report in an emergency

7.3.1. In an emergency on campus (imminent threat of sexual violence and of harm to a person or sexual violence is actually occurring), call 911. A report can also be made to Campus Safety.

7.3.2. When a person reports an incident of sexual violence to Campus Safety, Campus Safety must inform the Equity, Diversity and Human Rights Office for follow-up as referred to in paragraph 7.5 of this Policy.

7.4. Report and/or disclosure in a non-emergency

7.4.1. The Equity, Diversity and Human Rights Office is responsible for handling all reports of sexual violence involving members of the University community in a non-emergency situation, whether the sexual violence has occurred on or off campus. The Equity, Diversity and Human Rights Office will provide information about available support and services, including information about interim measures that may be available to address the immediate situation and is the point of contact for a survivor affected by sexual violence to obtain academic, employment or other accommodations.

7.5. Follow-up on a report

7.5.1. When a person reports or discloses sexual violence to Campus Safety or to the Equity, Diversity and Human Rights Office, the Equity, Diversity and Human Rights Office will contact the person to learn more about the circumstances, the person's needs and expectations, and the outcome sought. The survivor has the option to meet with the Equity, Diversity and Human Rights Office in a safe location on campus, and may bring a support person to any meeting as described in 8.1.3. The Equity, Diversity and Human Rights Office will make every effort to assist the person and will discuss with the person potential options to address or resolve the matter in a timely and supportive way, the appropriateness of which will depend on the person's needs and on the circumstances. The following is a list of examples that is not meant to be exhaustive:

7.5.1.1. Referral to contacts for suitable supports, services or resources available at the University and in the community;

7.5.1.2. Providing information to the person on what they can do or what the Equity, Diversity and Human Rights Office or other person may do to intervene in the situation;

7.5.1.3. Communication with the person who is said to have engaged in sexual violence to inform that person that the conduct is unwelcome;

- 7.5.1.4. Availability of interim academic or employment accommodation or other measures to stabilize a situation or to protect the person from retaliation or the threat of retaliation, to address safety or other concerns, and/or otherwise support the person (examples for students include exam or assignment deferral, class and/or schedule changes, housing changes; examples for employees include making changes that are not disciplinary but precautionary to avoid contact between parties or placing the person who is said to have engaged in sexual violence on a temporary non-disciplinary leave with pay);
 - 7.5.1.5. Information about methods available to facilitate a resolution;
 - 7.5.1.6. Information about the filing of a formal complaint under this Policy; and
 - 7.5.1.7. Information about any other available options to address or resolve the matter.
- 7.5.2. The Equity, Diversity and Human Rights Office may, where appropriate, engage the Sexual Violence Response Team to ensure the safety, follow-up and support for those involved in the report of sexual violence. The Sexual Violence Response Team must ensure that the following steps take place and that there is follow-up:
- 7.5.2.1. The person who has disclosed or reported an experience of sexual violence is given information regarding internal and external personal support and advocacy services, and internal (non-criminal) and external (criminal and other legal proceedings) complaint processes;
 - 7.5.2.2. Appropriate academic, employment or other accommodation and interim measures are made available and implemented to stabilize the situation and/or separate the parties and to address any safety or security concerns; and
 - 7.5.2.3. A threat assessment is conducted.
- 7.5.3. The Equity, Diversity and Human Rights Office and/or the Sexual Violence Response Team can, on a confidential, need to know basis, consult or seek the assistance of other internal authorities or resources for direction and can consult or seek the assistance of external parties relevant to the particular incident, such as the student federation, employee associations, rape crisis centres and counselling services.

7.6. Support and services

- 7.6.1. A person affected by sexual violence is not required to report an incident of or make a complaint about sexual violence under the formal complaint process of this Policy in order to obtain the supports and services referred to below or in order to receive appropriate accommodation for their needs.
- 7.6.2. The supports and services available at the University to obtain information about sexual violence and/or support are as follows:

7.6.2.1. From the University:

7.6.2.1.1. Equity, Diversity and Human Rights Office

7.6.2.1.2. Laurentian University Health and Wellness Services

7.6.2.1.3. Campus Safety

7.6.2.1.4. Counselling and Support Services (for students)

7.6.2.1.5. Residence Life (for students)

7.6.2.1.6. Accessibility Services (for students)

7.6.2.1.7. The Indigenous Sharing and Learning Centre and Indigenous Student Affairs (for students)

7.6.2.2. From the Student Associations:

7.6.2.2.1. Women's Centre

7.6.2.2.2. Laurentian Pride

7.6.2.3. From other providers:

7.6.2.3.1. Voices for Women Sudbury Sexual Assault Centre

7.6.2.3.2. Centre Victoria pour femmes

7.6.2.3.3. Greater Sudbury Police Services

7.6.2.3.4. Health Sciences North – Violence Intervention and Prevention Program (VIPP)

7.6.2.3.5. Sudbury and Area Victim Services

8. GENERAL PROVISIONS ON THE COMPLAINT PROCESS

8.1. Principles governing the process

8.1.1. External recourse: This Policy and the complaint process do not prevent and are not intended to discourage an individual from also reporting sexual violence to the police and pursuing a complaint of sexual violence through the criminal justice system or from pursuing a complaint of sexual harassment with the Ontario Human Rights Tribunal pursuant to the Ontario Human Rights Code.

8.1.2. Choice not to file a formal complaint or not to investigate: A person may choose not to file a formal complaint under Section 9 of this Policy. If a person decides not to file a formal complaint

under Section 9 of this Policy or requests that the University not investigate, the full range of supports and services outlined in paragraph 7.6 of this Policy remain available to that person. To the greatest extent possible, the University will respect the person's choice not to proceed with a formal complaint under this Policy or a request that the University not investigate. However, the University may not be able to fulfill the person's wishes and the Equity, Diversity and Human Rights Office can initiate an investigation if it has reason to believe that a member of the University community or broader community may be at risk of harm or if it determines that the University has a legal obligation to investigate, following the formal complaint process outlined in section 9. In such cases, the person has the right not to participate in such an investigation. If requested by the person and subject to any applicable collective agreement provisions and access to information and privacy legislation, they will be given an update on the status of such investigation and informed of its result, including the imposition of disciplinary action/corrective measures, if any.

8.1.3. Support person: The Complainant or the Respondent can be accompanied by a support person of their choice at any time during the formal complaint process outlined in this Policy. The support person can provide encouragement or other emotional or moral support. The support person, with the person's written authorization, can speak with the Equity, Diversity and Human Rights Office and obtain status updates on a complaint. The support person's role is not to act or speak on behalf of the Complainant or Respondent; representations (both oral and written) must come directly from the Complainant and Respondent. The support person must agree in writing to maintain confidentiality in accordance with this Policy.

8.1.4. Deadlines and timelines: The deadlines mentioned in this Policy are meant to ensure that the matters are dealt with in a timely fashion. Deadlines may, however, be extended where there are grounds to do so. It can be difficult to determine appropriate timelines for the resolution, investigation or a final disposition with respect to a formal complaint. Therefore, where no deadlines are mentioned in this Policy, the intention is always to use a reasonable time period in light of the nature and complexity of the circumstances of the complaint.

8.2. No Reprisal or Retaliation

8.2.1. There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone pursuing their rights in good faith under this Policy or who has provided information in good faith regarding a complaint, incident or report of an incident of sexual violence. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a complaint under this Policy. Retaliations can also constitute infractions under applicable legislation. Persons who engage in reprisals and retaliation and/or threats of reprisal or retaliation may be disciplined up to and including being expelled from the University and/or dismissed from employment.

8.3. Informal Resolution

8.3.1. Following a complaint being filed, in appropriate circumstances, a Complainant and/or the Respondent may propose an informal resolution process before an investigation is commenced or completed, in appropriate circumstances, which include:

8.3.1.1. The nature of the incident is appropriate to an informal resolution process; and

8.3.1.2. The Complainant and the Respondent are fully informed and freely agree to participate in an informal resolution process.

8.3.2. At any stage during the informal resolution process, the Complainant has the right to request a formal investigative process under section 9.

8.3.3. Examples of informal resolution processes include mediation, negotiation, facilitation, conflict resolution conferences, restorative justice including healing circles, and other dispute resolution techniques. The parties are not required to attend any face-to-face meetings unless they both consent to do so.

8.3.4. If the parties are able to reach a resolution, the Equity, Diversity and Human Rights Office will prepare a written record of the resolution to be signed by both parties. A copy of the signed resolution agreement will be provided to both parties, and to appropriate University officials on a need to know basis if required to implement the terms of the resolution. If there is a failure to comply with the terms of resolution agreement, the complaint may proceed to the formal process under section 9.

9. FORMAL COMPLAINT PROCESS

9.1. Filing a formal complaint

9.1.1. The Equity, Diversity and Human Rights Office is responsible for receiving and handling formal complaints of sexual violence. Only a survivor who reports experiencing sexual violence can choose to file a formal complaint under this Policy (the “Complainant”).

9.1.2. A formal complaint can be filed with the Equity, Diversity and Human Rights Office if the individual who is said to have engaged in sexual violence is a member of the University community and was a member of the University community at the time of the incidents alleged in the formal complaint (the “Respondent”).

9.1.3. A formal complaint must set out in writing the name of the Respondent, the nature and the details of the circumstances, including detailed facts, specific dates and names of potential witnesses. The Equity, Diversity and Human Rights Office will acknowledge receipt of any formal complaint received, review it and if necessary, seek clarification from the Complainant on the information it contains.

9.2. Equity, Diversity and Human Rights Office's assessment

- 9.2.1. The Equity, Diversity and Human Rights Office will assess the formal complaint and determine whether the conduct forming the basis of the complaint appears to fall within the definition of sexual violence as set out in Section 5 of this Policy, or whether the complaint should be referred for review under a companion University policy as described in section 3.
- 9.2.2. If the Equity, Diversity and Human Rights Office concludes that the Respondent in a complaint is a member of the University community, the Equity, Diversity and Human Rights Office will then follow the process outlined under section 9.4 (Investigation).
- 9.2.3. If the Equity, Diversity and Human Rights Office considers that the conduct complained of does not fall within the definition of sexual violence as set out in Section 5 of this Policy, or is frivolous, vexatious, or made in bad faith, the Equity, Diversity and Human Rights Office will convey this assessment in writing to the Complainant and inform the Complainant of his, her or their right to request a review under paragraph 9.3 of this Policy, and the Equity, Diversity and Human Rights Office will provide the applicable timelines and procedures for requesting this review.

9.3. Review of the Equity, Diversity and Human Rights Office's assessment

- 9.3.1. A request to review the Equity, Diversity and Human Rights Office's assessment of the complaint can be made only if the Equity, Diversity and Human Rights Office has determined that the complaint falls outside the definition of sexual violence as set out in Section 5 of this Policy.
- 9.3.2. If the Complainant disagrees with the Equity, Diversity and Human Rights Office's determination that the complaint is outside the definition of sexual violence as set out in Section 5 of this Policy, then the Complainant may ask the Sexual Violence Response Team (excluding any member of the Equity, Diversity and Human Rights Office) to review the Equity, Diversity and Human Rights Office's assessment, if the Complainant submits the request in writing within 10 business days after the date of the Equity, Diversity and Human Rights Office's determination. Upon review, the Sexual Violence Response Team's decision is final and will be communicated to the Complainant in writing.

9.4. Investigation

9.4.1. Notification

9.4.1.1. Once the Equity, Diversity and Human Rights Office has accepted the complaint for investigation based on the criteria noted above, it shall:

9.4.1.2. Notify the Respondent in writing that a complaint has been lodged. The Respondent will be provided with a copy or summary of the allegations, identifying the Complainant. The Respondent will also be provided with a copy of the Policy;

9.4.1.3. Where appropriate, inform the relevant Direct Supervisor for each party that a complaint has been filed and an investigation initiated. In addition, where appropriate, the Equity, Diversity and Human Rights Office will also recommend and/or discuss the need for Interim Measures;

9.4.1.4. Inform the relevant Union or Employee Association for each party that a complaint has been filed and an investigation initiated.

9.4.2. Response

9.4.2.1. The Respondent shall have the right (but is not obliged) to respond in writing, within ten (10) working days of being notified. The response, if any, should either acknowledge or deny the validity of the allegations in whole or in part, provide additional information, and/ or propose a resolution of the complaint. A request for an extension of the response period will not be unreasonably withheld.

9.4.2.2. The Respondent is entitled to the same level of assistance in the process as is available to the Complainant. If they have not already done so, the Respondent has the right to meet with the Equity, Diversity and Human Rights Office to obtain information, guidance and assistance and discuss options. The Equity, Diversity and Human Rights Office will not directly assist the Respondent to prepare their response; a Respondent may seek such assistance from anyone else they deem appropriate, including legal counsel.

9.4.2.3. The Complainant shall be provided with a copy or summary of the response and has the right (but is not obliged) to reply to the investigator, in writing, within five (5) working days. The Complainant may, in their reply, accept the Respondent's proposed resolution, if there is one; propose or request an alternate resolution, withdraw some or all of the allegations; or reply to the Respondent's version of events.

9.4.2.4. The Respondent will be provided with a summary of the Complainant's reply, which ends this stage of the process.

9.4.3. Investigation Initiation

9.4.3.1. Once the complaint is accepted for investigation, the Equity, Diversity and Human Rights Office will appoint an investigator, who is impartial and unbiased and who is trained in sexual violence investigation techniques, to conduct a fair, thorough and complete investigation of the complaint.

9.4.3.2. The Complainant or Respondent(s) may challenge the appointment of the investigator on the ground that the proposed investigator has a potential conflict of interest or that having the proposed investigator conduct the investigation raises a reasonable apprehension of bias. The challenge must be submitted in writing to the Equity, Diversity and Human Rights Office as soon as possible after the potential issue is identified and the Office will make a decision on the challenge within five (5) working days of having received it. That decision will be final.

9.4.3.3. Once the investigator has been appointed, the Equity, Diversity and Human Rights

Office shall provide all documentation relevant to the complaint to the investigator. The investigator will then devise a written investigation plan outlining the process to interview the Complainant, the Respondent, and all witnesses whom the investigator determines to have any information relevant to the complaint. In addition, the investigator shall include in the report the names of any potential witnesses that had no relevant information, or were not available to be interviewed. If it appears to the investigator that other persons not named by the parties may have information related to the complaint, every effort will be made to interview those potential witnesses. It may also be necessary to re-interview the parties before issuing the report.

9.4.3.4. The investigator is solely responsible for determining the scope of the investigation, including which witnesses, if any, are to be interviewed. The investigator shall collect, review, analyze and assess the facts with respect to the allegation(s). The investigator shall be permitted to draw inferences and to assess the credibility of the persons interviewed.

9.4.3.5. A typical investigation involves, but is not necessarily limited to, the information gathered in the complaint/response process, supplemented by interviews, if necessary, with the Complainant, Respondent and witnesses (in that order) and the review of any applicable documentary, physical, corroborative or contemporaneous or other evidence. Witnesses may include anyone who can provide information, records or details regarding an allegation or the circumstances surrounding a complaint. When material facts are not in dispute, interviewing witnesses may be unnecessary.

9.4.3.6. There is an obligation on members of the University community to cooperate in the investigation of a complaint.

9.4.3.7. If a Respondent decline to participate in the investigation process, in most cases it will be both possible and appropriate to proceed with an investigation without a statement (response) or interview of the Respondent.

9.5. The investigator shall use best efforts to complete the investigation within forty (40) working days from the time the investigator has been appointed. Where the investigation goes beyond this timeframe, the parties will be advised and will be provided with reasons for the delay.

10. INTERIM MEASURES

10.1. After a formal complaint is filed, the Equity, Diversity and Human Rights Office may impose interim measures as necessary where allegations of sexual violence give rise to a significant personal safety threat to other members of the University community, including the Complainant, or where in all the circumstances, the Equity, Diversity and Human Rights Office concludes that interim measures are otherwise necessary. This may be done in consultation with the Associate Vice-President, Human Resources and Organizational Development in circumstances which warrant same.

10.2. Interim measures may include, but are not limited to the following:

10.2.1. Limit the access on University Premises;

10.2.2. Making arrangements for academic accommodations;

- 10.2.3. Change in reporting relationship or worksite;
 - 10.2.4. Restrict the contact or association of the person or persons named in the complaint with certain individuals or groups;
 - 10.2.5. Suspend student privileges; or
 - 10.2.6. Temporarily suspend a student from campus.
- 10.3. Any interim measures are in no way to be construed as a final determination that a breach of this Policy has occurred or as discipline or transfer within the meaning of any collective agreement and are taken on a without prejudice basis;
- 10.4. The Equity, Diversity and Human Rights Office shall adhere to the principle of proportionality when imposing an interim measure, and should seek to impose an interim measure that is least disruptive to the Respondent while simultaneously achieving the intended goals of the measures.
- 10.5. An interim measure imposed shall remain in place until a decision is made at the conclusion of an investigation, unless otherwise ordered by the Equity, Diversity and Human Rights Office.

11. INVESTIGATION RESULTS AND REPORTS

- 11.1. The investigator shall determine on a balance of probabilities whether or not the Respondent has violated this Policy. If appropriate, the investigator shall decide whether or not the complaint was frivolous, vexatious, or made in bad faith.
- 11.2. The investigator shall prepare a written report summarizing the results of the investigation and the investigator's determination. The investigator shall submit the written report to the Equity, Diversity and Human Rights Office.
- 11.3. Within five (5) working days of the conclusion of the investigation and receiving the written report, the Equity, Diversity and Human Rights Office, after reviewing the report, will submit same to one of the following decision makers as follows, depending on the parties involved in the investigation:
- 11.3.1. The Associate Vice-President, Human Resources and Organizational Development if it is an employee other than a faculty member; or
 - 11.3.2. The Provost and Vice-President, Academic, if it is a member of faculty; or
 - 11.3.3. The Associate Vice-President, Student Affairs, Registrar and Secretary of Senate, if it is a student; or
 - 11.3.4. The Vice-President, Finance and Administration if it is an Administrator; or
 - 11.3.5. The President and Vice-Chancellor if it is a Senior Administrator, other than the President and Vice-Chancellor; or
 - 11.3.6. The Chair of the Board of Governors if it is the President and Vice-Chancellor of Laurentian University.

11.4. In cases where a conflict of interest or a reasonable apprehension of bias is declared by either one of the parties or by the decision maker, another individual on the above list will be called upon to make the decision.

11.5. The Equity, Diversity and Human Rights Office will prepare an Investigative Report Summary which shall include a summary of the evidence as aggregate information that does not identify individuals. The Investigative Report Summary shall be marked "*Confidential*" and subject to the confidentiality provisions set out below. The Investigative Report Summary shall be sent by the Equity, Diversity and Human Rights Office to the Complainant and Respondent within (5) working days of receipt of the written report from the investigator the parties shall also be informed who has been appointed the decision maker on their complaint.

11.6. Within fifteen (15) working days of receiving the report from the Equity, Diversity and Human Rights Office the decision maker who receives the report will decide, except where otherwise noted, in accordance with this Policy and any applicable collective agreements:

11.6.1. Which remedies, if any, will be provided to the Complainant;

11.6.2. The corrective measures/disciplinary action, if any, to be imposed on the Respondent;

11.6.3. The corrective measures/disciplinary action to be imposed on the Complainant in the case of a frivolous, vexatious, malicious or bad faith complaint;

11.6.4. Whether the employee or student in question can continue in their current workplace or learning environment.

11.7. Examples of remedies that may be provided to the Complainant include:

11.7.1. Verbal or written apology from the Respondent;

11.7.2. Compensation for lost wages;

11.7.3. Job or promotion that was denied;

11.7.4. Compensation for lost tuition;

11.7.5. Transfer of the student with the student's consent from one course or section to another;

11.7.6. Reassignment of graduate supervisors;

11.7.7. Commitment that he, she or they will not be transferred, or will have a transfer reversed, unless he, she or they choose to move; and/or

11.7.8. Change in work or study conditions or arrangements.

11.8. Where the Respondent is a student, examples of sanctions that may be imposed include:

11.8.1. Formal written reprimand.

- 11.8.2. Prohibit contact, correspondence or any other form of communication between the Respondent and the Complainant.
 - 11.8.3. Deny or limit access to specified services, activities, facilities, and/or locations at the University for such period of time as may be determined;
 - 11.8.4. Require the Respondent to attend a sexual violence prevention program or course; and/or
 - 11.8.5. Whether to recommend to the Vice-President, Academic and Provost that the Respondent be expelled from the University or suspended from the University for a specified time period.
- 11.9. When a student receives the sanction of suspension or expulsion by the Provost & Vice-President, Academic:
- 11.9.1. The notations “suspended” or “expelled” from the “Department”, “School” or “University” for misconduct shall be entered on the student’s Transcript and Grade Report by the Registrar upon receipt of a notice of suspension or expulsion.
 - 11.9.2. The suspension notation will be removed when the student graduates or five (5) years after the last registration.
 - 11.9.3. The expulsion notation is permanent unless the Provost & Vice-President, Academic grants a petition for its removal. Any such petition may be made no sooner than five (5) years after the offence. Removal of the expulsion notation from the transcript does not overturn the expulsion decision, which will remain in effect.
- 11.10. Examples of sanctions where the Respondent is an employee include:
- 11.10.1. Change in work assignment;
 - 11.10.2. Suspension from work for a set time with or without pay;
 - 11.10.3. Dismissal from employment.
- 11.11. Where the decision maker is contemplating corrective measures/disciplinary action as a result of the investigation, a request for a meeting will be sent to the Respondent and/or Complainant, as the case may be, and their Union or Employee Association representative, if applicable, providing them with at least five (5) working days’ notice. This meeting shall take place within twenty (20) working days of the conclusion of the investigation. The Complainant and the Respondent will not be required to be in the same room during any meeting.
- 11.12. The Complainant and Respondent will be provided an opportunity to make written submissions with respect to the Investigative Report Summary in advance of the meeting with the decision maker.
- 11.13. Following its meeting with the Respondent and/or Complainant, as the case may be, the decision maker will consider the representation of the Respondent and/or Complainant, as the case may be, and their Union or Employee Association, if applicable, prior to making a final

decision in regards to corrective measures/disciplinary action.

- 11.14. Within five (5) working days of the meeting noted above, the decision maker shall notify the Respondent and/or Complainant, as the case may be, and Union or Employee Association, if applicable, in writing as to whether corrective measures shall be taken and/or discipline shall be imposed, the nature of the corrective measures/disciplinary action, the reasons for it and the events being relied upon to support it.
- 11.15. The decision maker shall also notify the Equity, Diversity and Human Rights Office in writing of the decision, and the Equity, Diversity and Human Rights Office provide a copy of the Notice of Decision to the Complainant and their Union or Employee Association representative.
- 11.16. The Notice of Decision shall be marked as "*Confidential*" and subject to the confidentiality provisions, below.
- 11.17. Within ten (10) working days or sooner from the date where corrective measures/disciplinary action has been communicated or from the time of the meeting with the Complainant and the Respondent, the decision maker will institute disciplinary action, corrective measures, remedies and /or any changes in work.

12. APPEAL

12.1. Faculty and Staff Appeals

- 12.1.1. Any Complainant or Respondent who is a bargaining unit member adversely affected by the decision may pursue their rights, if any, under the applicable collective bargaining agreement.

12.2. Non-Union Employee Appeals

- 12.2.1. Any Complainant or Respondent who is a non-union employee adversely affected by the decision may appeal the decision directly to the Vice-President, Finance and Administration* within ten (10) working days of receipt of the Notice of Decision by requesting an appeal in writing. The request for appeal must include the grounds for appeal, the arguments in support of the appeal, and the outcome sought.

12.2.2. The available grounds for appeal are limited to the following:

- 12.2.2.1. There has been a misinterpretation, a violation, an improper application, or faulty administration of the Policy;
- 12.2.2.2. The decision is clearly unreasonable or unsupportable on the evidence;
- 12.2.2.3. There is new relevant evidence available that was not possible to obtain previously.

12.2.3. The other party in the case will be notified that an appeal has been requested, and will be invited to make a written submission in response to be considered in the appeal.

12.2.4. The Vice-President, Administration will review the investigation report, the original Notice of Decision, and any written submissions in support of or response to the appeal by the parties. The Vice-President, Finance and Administration may also request an interview with

each party.

12.2.5. Within (20) working days of receiving the written appeal, the Vice-President, Finance and Administration will render a final, written decision on the appeal.

12.3. Student Appeals

12.3.1. Any Complainant or Respondent who is a student adversely affected by the decision may appeal the decision directly to the Provost and Vice-President, Academic ** within ten (10) working days of receipt of the Notice of Decision by requesting an appeal in writing. The request for appeal must include the grounds for appeal, the arguments in support of the appeal, and the outcome sought.

12.3.2. The available grounds for appeal are limited to the following:

12.3.2.1. There has been a misinterpretation, a violation, an improper application, or faulty administration of the Policy;

12.3.2.2. The decision is clearly unreasonable or unsupportable on the evidence;

12.3.2.3. There is new relevant evidence available that was not possible to obtain previously.

12.3.3. The other party in the case will be notified that an appeal has been requested, and will be invited to make a written submission in response to be considered in the appeal.

12.3.4. The Provost and Vice-President, Academic review the investigation report, the original Notice of Decision, and any written submissions in support of or response to the appeal by the parties. The Provost and Vice-President, Academic may also request an interview with each party.

12.3.5. Within (20) working days of receiving the written appeal, the Provost and Vice-President, Academic will render a final, written decision on the appeal.

* In the case of a conflict, the Provost and Vice-President, Academic

** In the case of a conflict, the Vice-President, Finance and Administration

13. CONFIDENTIALITY

13.1. Confidentiality is required in all procedures under this policy. Because of the particular sensitivity of sexual violence and its consequences, confidentiality is of the utmost importance and will be maintained at all times, unless the safety of members of our community are at risk or subject to the disclosure requirements under this policy and/or the *Freedom of Information and Protection of Privacy Act*, 1990 or any other applicable legislation. Maintaining confidentiality benefits everyone involved in the complaint process. Those making complaints shall not discuss the matter other than with the appropriate parties. Those involved in dealing with the complaints will disclose information only where absolutely necessary and the Complainant will be consulted before any disclosure of information is made. The importance of confidentiality will be stressed to all those involved in an investigation and everyone will be strictly required not to discuss the complaint with colleagues.

13.2. Confidentiality does not mean anonymity. In the instance of acting on a complaint, a fundamental principle is that the Respondent must be informed of who has made the allegations, and the specific nature of the allegations, and the relevant evidence in the possession of the University.

13.3. In limited situations it may be necessary to convey appropriate information to the administration in order for the University to fulfill its obligation as employer and policy enforcer.

14. NOTICE OF COLLECTION OF PERSONAL INFORMATION UNDER THIS POLICY

14.1. Any personal information about an individual collected in respect of this Policy in the course of university business, is pursuant to *The Laurentian University of Sudbury Act, 1960*. Such information will only be used for the purposes and functions outlined in the policy. If you have any questions about the collection, use, and disclosure of this information please contact the senior administrator responsible for the Policy.

15. POLICY REVIEW, AMENDMENTS AND EXCEPTIONS

15.1. The Equity, Diversity and Human Rights Office is responsible for the review and implementation of this Policy. This Policy will be reviewed at least once every three years.

15.2. Revisions to the Policy will be sent for comment to the student associations, unions and employee groups, and any other stakeholder, as determined by the Equity, Diversity and Human Rights Office, to ensure the provision and consideration of input from a diverse selection of students and employees.

15.3. Updates to the following information contained in this Policy do not require approval of the Board of Governors:

15.3.1. The supports and services referred to in paragraph 7.6 of this Policy;

15.3.2. The identity of officials, offices, and departments at the University that provide information about supports, services and accommodation or that receive reports or formal complaints.

15.3.3. The identity of officials, offices and departments of the University that will be involved in the investigation and decision making process.

15.3.4. A copy of this Policy as approved and amended is posted on the University's website and is always available to anyone who requests it.



Board of Governors

Agenda Title	Revised SGA Compulsory (Student) Fees for 2023-24
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Open/closed session:	Open
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Item

Action Requested	<input checked="" type="checkbox"/> For Approval <input type="checkbox"/> For Information
Proposed by	Michel A. Piché
Presenter(s)	Avery Morin, President (Students General Association)

1. PURPOSE

To approve the revised Students' General Association (SGA) Compulsory Fees for fiscal year 2023-24.

SYNOPSIS

Laurentian University collects compulsory fees from students to support ancillary student services. In addition to the funds collected for Laurentian initiatives, each student association charges for activities provided such as Health and Dental Plans, UPass, and Food Banks.

RESOLUTION TO CONSIDER:

BE IT RESOLVED,

THAT the Board of Governors approve the revised Students' General Association Compulsory Fees as recommended by the Finance Committee and as presented at its meeting of June 16, 2023.

2. RISK ANALYSIS

Please note below the specific institutional risk(s) this proposal is addressing.	
<input type="checkbox"/> Enrolment Management <input type="checkbox"/> Faculty and Staff <input checked="" type="checkbox"/> Funding and Resource Management <input type="checkbox"/> IT Services, Software and Hardware <input type="checkbox"/> Leadership and Change <input type="checkbox"/> Physical Infrastructure	<input checked="" type="checkbox"/> Relationship with Stakeholders <input checked="" type="checkbox"/> Reputation <input type="checkbox"/> Research Enterprise <input type="checkbox"/> Safety <input checked="" type="checkbox"/> Student Success

3. RECOMMENDATIONS

That the Board of Governors approve the revised 2023-24 Students' General Association Fees.

A Background/Issue Description

Student Association Compulsory Fee

Each Student Association's governing body must approve and provide the University with the list of Compulsory Fees to be charged on their behalf.

As a result of an internal issue within the SGA, the organization did not have their operating budget prepared prior to seeking board approval for their compulsory fees.

As a result of the decline in full time undergraduate students, the SGA student fees that were previously approved by the board on April 14th does not allow the association to continue to operate their administrative and student support functions.

After a thorough review of their operating plans for the 2023 academic year, the SGA is requesting a modification of their fees, the financial impact to an SGA student being \$35.27.

Appendix 1 provides the previously approved fees and the revised fees (highlighted).

B Recommendation

Based on the Provincial guidelines and using the approved Laurentian University Fees Protocol - Compulsory Ancillary Fees agreement, the Administration is recommending that the Board of Governors approve the Students' General Association Compulsory Fees as attached in Appendix 1.

C Other options considered (where applicable)

N/A

D Risks including legislative compliance

The proposed fees comply with the 'Tuition Fee Framework and Ancillary Fees Guidelines' issued by the province on compulsory fees.

E Financial Implications

N/A

F **Benefits**

Ancillary Fees support activities and services provided by the university and by student governments and are an essential part of the students' campus experience.

G **Consultations:**

- The Compulsory Ancillary Fees group has met four times since December 2022, to discuss compulsory fees and proposed increases. The group is composed of one leader from each of the student association along with three university representatives.
- Board Finance Committee, May 23, 2023

H **Next Steps:**

Once approved by the Board of Governors, the University will adjust its ancillary fees, effective for the fall 2023 term.

I **Appendices**

1. Students' General Association Compulsory Fees
2. Summary of Compulsory Fees (with 2020-21, 2021-22, 2022-23 comparators)

Appendix 1

Laurentian University - Students' General Association Compulsory Fees Budget 2023-24

Students' General Association (SGA)

Fee	Description	Board Approved April 14/23	Revised Full-Time 2023-24	Revised Part-Time 2023-24
Student Centre Fee	Provides access to study rooms, game rooms, club rooms and lounge areas to study and socialize with friends.	\$114.00	\$114.00	N/A
SGA Administrative Fee	Covers the administration of the Health and Dental Plan, UPASS and Student Centre.	\$119.00	\$122.00	N/A
Student Centre Support Fee	Covers the administration of the Student Centre.	N/A	N/A	\$29.43
UPASS (city transit pass)	Provides access to the universal bus pass via your student card between the months of September and April of each year.	\$225*	\$225.00*	N/A
Health Plan and Dental Plan	Provides a comprehensive health plan that covers prescriptions, dental, vision and more from September to August of each school year.	\$299.99	\$299.99	N/A
Advocacy Fee	To support the national organization that advocates for students and their needs provincially and nationally	\$34.99	\$34.99	\$4.37
ISC - Indigenous Students Circle	Supports the Indigenous Student Circle. The ISC's mission is to ensure a positive unique experience for students of First Nation, Metis and Inuit ancestry while attending Laurentian University.	\$5.00	\$5.00	\$0.63
World University Service of Canada (WUSC)	Supports the World University Service of Canada (WUSC) which is a Canadian international development non-profit organization dedicated to improving education, employment and empowerment opportunities for youth, women and refugees in more than 25 countries around the world.	\$3.00	\$1.00	\$0.13
Food Bank	This fee supports the SGA Food Bank, a service for students in need of food. The fees collected allows this vital student initiative to be offered free-of-charge to all students.	\$1.05	\$1.05	\$0.13
Sustainability	Help improve our campus in making it more environmentally friendly. This fee goes toward funding sustainability initiatives in order to improve campus life and reduce Laurentian's environmental impact.	\$8.00	\$0.00	\$0.00
Clubs Support Fee	Helps support all clubs available through your association.	\$11.00	\$11.00	\$1.38
Governance Fee	Supports governance of the SGA operations and the student centre.	N/A	\$42.27	\$5.28
Totals		\$821.03	\$856.30	\$41.35

Appendix 2

Summary of Compulsory Fees (with 2020-21, 2021-22 and 2022-23 comparator) Budget 2023-24

	Laurentian University Compulsory Fees	Student Association Compulsory Fees	Previously Board Approved 2023-24 Total	Revised 2023-2024 Total	2022-23 Total	2021-22 Total	2020-21 * Total
SGA Full-Time	\$409.80	\$856.30	\$1,230.83**	\$1,266.10**	\$1,249.47	\$1,208.03	\$1,142.86
AEF Full-Time	\$409.80	\$604.63	\$1,014.43**	\$1,014.43**	\$1,002.47	\$993.95	\$928.78
GSA Full-Time	\$409.80	\$689.94	\$1,099.74**	\$1,099.74**	\$1,114.10	\$1,063.89	983.28

* Actual fees charged were less due to remote delivery of classes / COVID-19

** Fee listed may fluctuate slightly based on negotiation of UPass and/or Health and Dental Plan



BOARD EXECUTIVE SUMMARY

Board of Governors

Agenda Title	2021-2022 Research Ethics Board Annual Report
Date:	June 16, 2023
Agenda Item Number:	8.1
Open/closed session:	OPEN
Action Requested	<input type="checkbox"/> For Approval <input checked="" type="checkbox"/> For Information
Proposed by	Tammy Eger, Vice-President Research
Presenter(s)	Tammy Eger, Vice-President Research Sandra Hoy, Chair of the Research Ethics Board

1. PURPOSE

To provide the Board of Governors with the Research Ethics Board’s 2021-2022 Annual Report as information for discussion and annual reporting purposes.

2. SYNOPSIS

The Laurentian University Research Ethics Board (LUREB) prepares and submits a report to inform the Laurentian University administration, research community, and other interested stakeholders of its role, achievements, and progressive goals.

In response to its responsibility to review and approve research projects, the LUREB has and continues to develop a strong research ethics culture within the Laurentian research community as prescribed in the TCPS 2 (2018).

The LUREB and the Office of Research Services (ORS) strive to promote and maintain a strong research ethics culture at Laurentian University. The Annual Report provides an opportunity for the REB and the ORS to review its work and make operational changes to improve services as required.

According to the Terms of Reference for the Research Ethics Board at Laurentian University, adopted by the University Board of Governors in 2016, the LUREB is mandated to present an annual report to the Board of Governors. The report is also sent to the Senate for information purposes.

Operational data in this report is based on the 2021-2022 fiscal year, starting April 1, 2021 and ending March 31, 2022.

3. RESOLUTION TO CONSIDER:

n/a

4. RISK ANALYSIS

The Annual Report of the REB is annually presented to the Board of Governors. Receipt and endorsement of the report is important for members of the REB Committee and Office of Research Services in order to hear feedback and continue to make improvements.

Please note below the specific institutional risk(s) this proposal is addressing.	
<input type="checkbox"/> Enrolment Management	<input type="checkbox"/> Relationship with Stakeholders
<input type="checkbox"/> Faculty and Staff	<input type="checkbox"/> Reputation
<input type="checkbox"/> Funding and Resource Management	<input checked="" type="checkbox"/> Research Enterprise
<input type="checkbox"/> IT Services, Software and Hardware	<input checked="" type="checkbox"/> Safety
<input type="checkbox"/> Leadership and Change	<input type="checkbox"/> Student Success
<input type="checkbox"/> Physical Infrastructure	

5. RECOMMENDATIONS

n/a

A Background/Issue Description

The Laurentian University Research Ethics Board (LUREB) prepares and submits a report to inform the Laurentian University administration, research community, and other interested stakeholders of its role, achievements, and progressive goals.

The report provides an update on the activities of the LUREB for the fiscal year April 1, 2021 to March 31 2022.

This reporting period reflects a period of significant institutional change at Laurentian as the institution underwent formal restructuring pursuant to the Companies' Creditors Arrangement Act (CCAA) Proceedings. The reporting period also included a resumption of research activities during the pandemic with continued considerations for how to conduct research and mitigate risks of COVID-19 for participants and researchers. As a result of these changes and challenges, the LUREB's Annual Report for 2021-2022 reflects an overall reduction in research activities involving human participants, but a continued commitment to ongoing research as indicated by the increased number of modification and extension requests.

The LUREB applies the highest ethical standards in its review of all research involving human participants in accordance with Tri-Council Policies. The primary objective of the LUREB is protecting the rights and promoting the safety and well-being of all research participants by ensuring that all research projects are evaluated based on factors related to participant autonomy, welfare and justice. To ensure compliance and responsible conduct in research, the LUREB endorses and applies the *Tri Council Policy Statement: Ethical Conduct for Research Involving Humans (TCPS 2, 2018)* as a guide throughout the review process.

In addition to the ongoing review of cases, the LUREB is also responsible for professional development components of ethical conduct of research involving human participants. This work is carried out in collaboration with staff in the Office of Research Services.

The presented report lists members of the REB for fiscal year 2021-2022, and provides an overview of the review activities of the REB including submissions from affiliated research institutions, the Northern Ontario School of Medicine, and Undergraduate Research Ethics Committees at Laurentian. The report also provides information on the type of review, the average approval time for proposals and professional development activity supported by the LUREB.

B Other options considered:

According to the Terms of Reference for the Research Ethics Board at Laurentian University, adopted by the University Board of Governors in 2016, the LUREB is mandated to present an annual report to the Board of Governors.

C Financial Implications:

n/a

D Benefits

Once the report is approved by the Board of Governors it will be presented to the Senate for information and used by the Research Development and Creativity Council, the Office of Research Services, and the Office of the Vice-President Research to continue to make improvements to related policies, programs and practices to continue to improve REB service and delivery in order to support faculty, staff, and students involved with human participant research.

E Consultations

- The LUREB works independently. The report was prepared with the assistance of Lise Carrière, Post Awards and Ethics Officer, in the Office of Research Services.
- Research Ethics Board Liaison Committee, May 25, 2023

F Next Steps (include timelines and if approval granted and/or if for information)

- Once approved the report will be provided to the Laurentian University Senate for information.

G Appendice

- 2021-2022 Annual Report of the Laurentian University Research Ethics Board



LaurentianUniversity
Université**Laurentienne**

Annual Report 2021-2022

**Laurentian University
Research Ethics Board**

**Sandra Hoy, Chair
Lise Carrière and
Casey Sigurdson, Office of Research Services**

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Introduction

Every year, the Laurentian University Research Ethics Board (LUREB) prepares and submits a report to inform the Laurentian University administration, research community, and other interested stakeholders of its role, achievements, and progressive goals. In response to its responsibility to review and approve research projects, the LUREB has and continues to strive in developing a strong research ethics culture within the Laurentian research community and does so by committing to the highest ethical standards as prescribed in the TCPS 2 (2018) and also in keeping in line of national and provincial legislative and best-practices changes that impact research ethics. The LUREB and the Office of Research Services (ORS) strive to promote and maintain a strong research ethics culture at Laurentian University.

The ORS and the LUREB continue to refine their policies and procedures to provide clear standard requirements for research submissions. Under the auspices of these policies, procedures and standards, along with protecting the interests of human participants, the LUREB works diligently with researchers to ensure they maintained their eligibility for national and international research funding as well as ensuring they remain accountable to research ethics principles by means of annual reporting and continuing review of all research projects.

According to the Terms of Reference for the Research Ethics Board at Laurentian University, adopted by the University Board of Governors in 2016, the LUREB is mandated to present an annual report to the Board of Governors. Additionally, this report will be sent to the Senate for information purposes. Operational data in this report is based on the 2021-22 fiscal year, starting April 1, 2021 and ending March 31, 2022.

Chair's Report

This Annual Report reports on the activities of the Laurentian University Research Ethics Board (LUREB) for the fiscal year, April 1 2021 to March 31 2022.

I am writing this Chair's report to reflect the work of Dr. Rosanna Langer who retired as of July 2022, a few months after the reporting period for this report.

This reporting period reflects a period of significant institutional change at Laurentian as the institution underwent formal restructuring undertaken pursuant to the Companies' Creditors Arrangement Act (CCAA) Proceedings. The reporting period also included a resumption of research activities during the pandemic with continued considerations for how to conduct research and mitigate risks of COVID-19 for participants and researchers.

As a consequence, the LUREB Annual Report 2021-22 reflects a reduction in research activities involving human participants, but a continued commitment to ongoing research as indicated by the increased number of modification and extension requests. This report also reflects new structures and names of units and faculties at Laurentian.

As REB Chair, throughout the reporting period, Dr. Rosanna Langer routinely consulted with researchers to work through the ethical considerations of their studies and how to manage highly sensitive data and personal information, including patient and healthcare data, information available on social media platforms and so on.

I would like to thank Lise Carrière (Post Awards and Ethics Officer) for her efforts in compiling these reports on the LUREB activity throughout the year.

I would also like to send gratitude and appreciation on behalf of LUREB members to Dr. Rosanna Langer for her 8 years of leadership with the LUREB. Dr. Langer led the LUREB through the transition to the ROMEO system and worked diligently to develop policies and continually developed efficiencies in procedures for the LUREB. She supported the LUREB to engage and support the LU research community with integrity and humanity.

I am pleased to have been elected to the Chair of the LUREB for a 3-year term July 2022 to July 2025. On behalf of the Laurentian University Research Ethics Board, we submit the following Report for the 2021-22 year.

October 2022

Sandra Hoy, MSW, PhD, Assistant Professor
CHAIR, Laurentian University Research Ethics Board

Role of the Research Ethics Board

The Laurentian University Research Ethics Board (LUREB) applies the highest ethical standards in its review of all research involving human participants in accordance with Tri-Council Policies. The primary objective of the LUREB is protecting the rights and promoting the safety and well-being of all research participants by ensuring that all research projects are evaluated based on factors related to participant autonomy, welfare and justice. To ensure compliance and responsible conduct in research, the LUREB endorses and applies the *Tri Council Policy Statement: Ethical Conduct for Research Involving Humans (TCPS 2, 2018)* as a guide throughout the review process. In this regard, the LUREB considers the following in its reviews of projects:

- The protection of vulnerable populations and the fair distribution of the benefits and burdens of research;
- That the risks and benefits of the research are evaluated and carefully described;
- That the autonomy of the participants is respected by means of providing informed consent;
- The right to cease participation at any time without consequence;
- And that mechanisms are in place to ensure the confidentiality and privacy of research participants.

Researchers and reviewers are strongly encouraged to consult the TCPS 2 (2018) to better inform their research project and as a means to ensure the application of the highest ethical standards from the start through to completion of the project. In addition to the TCPS, the work of the LUREB is guided by Laurentian University policies on the responsible conduct of research. In order to ensure a fair, arm's-length process, Laurentian University also has reciprocal Appeal agreements with Lakehead University and Nipissing University in instances where a researcher may choose to appeal the decision of the LUREB.

Guided by article 2.9 of the TCPS 2 (2018), the LUREB adopts a proportionate approach to research ethics review; research that is determined to be at or below the threshold of "minimal risk" goes through the delegated review process, which is conducted by a subcommittee of the Board. In addition, on occasion, when the Chair deems that there is insufficient expertise within the LUREB to evaluate a project, an appropriate ad-hoc peer reviewer or external expert reviewers may be solicited to assist REB members in evaluating the research.

In addition to the ongoing review of cases, the LUREB is also responsible for the educational and policy and professional development components of ethical conduct of research involving human participants.

Membership April 2021 – March 2022

In compliance with the Tri-Council Policy Statement, at least two members of any REB should have the “relevant knowledge and expertise to understand the content area and methodology of the proposed or ongoing research, and to assess the risks and potential benefits that may be associated with the research.” (TCPS 2 2018, p. 73).

Consequently, the LUREB actively recruits members from a variety of disciplines to ensure broad representation. Furthermore, to ensure that the University’s tri-cultural mandate has appropriate representation, the LUREB also makes a collaborative effort to recruit members from the Francophone and Indigenous research communities.

Member	Department	Area of expertise
Rosanna Langer (Chair)	Law and Justice	Law and legal issues, research ethics, information privacy, vulnerable populations, program evaluation
Sandra Hoy (Vice-Chair, November 2021-March 2022)	Social Work	Community research partnerships, marginalized populations, qualitative methods, program evaluation
Susan Boyko (Vice-Chair, April 2021-November 2021)	NOSM (Adjunct)	Qualitative and mixed methods, oncology, patient and health care professional education, privacy of personal health information (PHI)
Alain Simard	NOSM	Biomedical research, clinical research, immunology, and neuroscience
Cole Giffin	Ph.D. Student, Master's in Human Kinetics (MHK)	Athlete maltreatment, sports and exercise psychology, qualitative methodologies.

Craig Duncan (April 2021 - September 2021)	Nursing	Nurse training
Erin Olesen-Schinke	Ministry of Community Safety and Correctional Services (Community member)	Community safety issues, confidentiality, vulnerable populations
Jeannette Lindenbach (January 2021-to present)	Nursing	At risk populations, qualitative methods, community health services, gerontology, sensitive research, francophone health
Lea Tufford	Social Work	qualitative research, marginalized populations, survey methods, and simulation methodology
Lisa Allen	Community Member	Program evaluation and clinical research
Lori Rietze	Nursing	Nursing care, patients, palliative care
Patrick Timony	School of Rural and Northern Health (Student member)	Quantitative and qualitative research methods; survey methods, population-based research, secondary data analysis, epidemiology, francophone populations and health care providers
Roger Pilon (April 2021 - December 2021)	Nursing	Nurse Practitioners, vulnerable populations, Indigenous health

Susan James	Midwifery	Research ethics, vulnerable populations, qualitative research processes
Lise Carrière (Post Award & Ethics Officer)	Office of Research Services	Post Award Officer
Cassandra Sigurdson (Administrative Assistant)	Office of Research Services	Administrative support

Administrative Support for the REB

The Office of Research Services provides administrative support for the LUREB. The Ethics Officer manages ethics applications from its initial submission to final approval and renewals through the ROMEO platform and also provides guidance to the LUREB and researchers in accordance to the TCPS 2 (2018), including research best practices. The Administrative Assistant supports the LUREB by coordinating meetings, finalizing and distributing Agendas, producing Minutes, arranging for translation services, and other communication support as required.

Meetings

During the fiscal year of April 2021 - March 2022, the LUREB met on the first Friday of the months of May, June, October, November and December 2021 and January, February and March 2022 for a total of 8 meetings. All of the meetings were held virtually due to the COVID-19 pandemic. To facilitate remote meetings and collective file reviews, the LUREB has implemented a system of secure file-sharing, allowing the full Board to review proposals with more than a minimal risk collaboratively, while endeavoring to reduce delays for researchers. Additionally, between monthly meetings, minimal risk cases were delegated for review by subcommittees with fewer members.

The tables below provide an overview of the LUREB's review activity for 2021-2022. The majority of the activities undertaken by the committee involve reviews of ethics proposals deemed to be of minimal risk to participants. Please note that the file activity below reflects the year of April 1, 2021, to March 31, 2022, exclusively.

The numbers reported in the tables below represent the files that were submitted to the REB each month

REB Activity in 2021 - 2022

Table a: LUREB's continuing review activities between April 1, 2021, and March 31, 2022

Month	Delegated Review	Full Committee Review	Modifications/ Extensions/ Final Reports	Exemptions	Total/month
04-21	9	0	21	1	31
05-21	4	1	13	0	18
06-21	1	1	8	0	10
07-21	3	1	22	0	26
08-21	3	0	13	0	16
09-21	11	0	18	0	29
10-21	8	1	7	1	17
11-21	10	0	17	1	28
12-21	6	0	8	0	14
01-22	9	1	20	3	33
02-22	7	1	11	0	19
03-22	11	0	19	3	33
Total	82	6	177	9	274

Table b: File activities as percentage of all processes in 2021-2022

Delegated	Full	Modifications/Extensions/ Final Reports	Exemptions
30%	2%	65%	3%

Table c: Continuing reviews by activity

Modifications	Extensions	Final Reports	Exemptions
68	68	41	9

REB activity by year between 2017-2022

Table a: Annual activity from 2017-2022

Year	Delegated	Full	Modifications/ Extensions/ Final	Exemptions*	Yearly total
2017/18	146	28	126		300
2018/19	137	18	175		330
2019/20	124	14	294	5	437
2020/21	120	8	150	9	287
2021/22	82	6	177	9	274

*Exemptions have not been consistently recorded until recently.

Delegated reviews

Table a: Percentage of delegated reviews between 2017-2022

Year	Delegated
2017-2018	49 %
2018-2019	42 %
2019-2020	29 %
2020-2021	42 %
2021-2022	30%

REB Activity Analysis

In 2021-2022, the LUREB has reviewed and processed a total of 274 activities pursuant to research ethics files. The number of Full Board reviews has decreased slightly from last year. The number of files submitted for modifications has increased slightly, extensions and exemptions remain the same; but this year, the LUREB saw a significant increase in the number of final reports submitted and reviewed by the Board.

Annual reports and extension and modification requests are critical components in ongoing research ethics review. Researchers have an obligation to communicate with the LUREB any changes to their research practices, which often occur once a project has started. As well, under the Tri-Council policies, researchers are expected to renew their certification on a yearly basis to prevent being in violation of their funding terms and conditions and/or institutional research policies.

Application Process and Approval Time

The LUREB strives to maintain timely processing for all submitted projects. Their goal is to have an efficient processing turn-around from the date the project is submitted to the date the researchers receive their ethics approval and certificate. It is important to note that timelines on individual files differ due to a number of variables, such as the completeness of the application prior to its submission, the nature of the project and the researchers' experience in conducting this type of research, effective supervision, staff availability, holiday periods where the university is closed (such as Christmas break) or operating with minimal staff (summer months) and researcher response times once revisions have been recommended. It is also useful to point out that the LUREB is composed of Faculty and community members who volunteer to provide the rigorous review on which research approval relies.

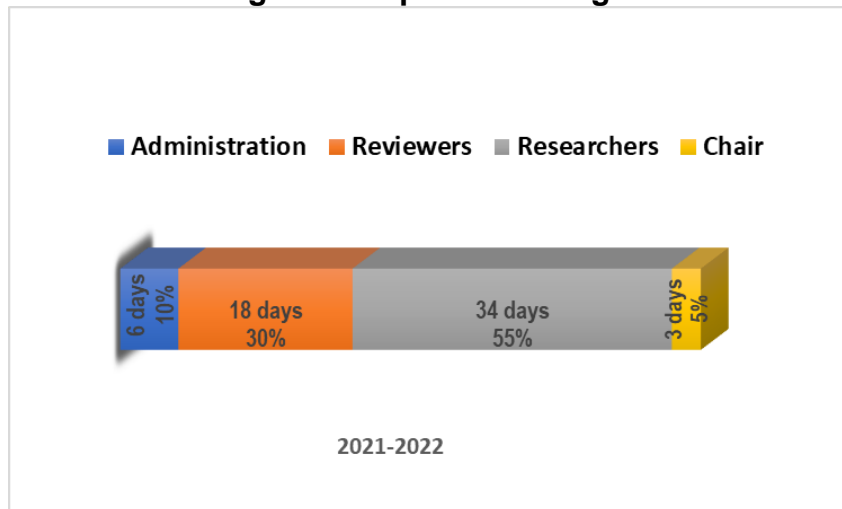
All “event” activities for each submitted project for 2021/22 were actively tracked in ROMEO by the Ethics Officer to collect statistics to better understand and report on average turnaround times. When a project is submitted into ROMEO for REB review, it is time stamped with the submission date and time. This is referred to as the “Entry Date”. Once received and acknowledged by the Ethics Officer, all administrative processing actions in the file are also tracked and time stamped. Such actions may include, “application received”, “sent to Chair for review determination”, “sent to committee for review”, “reviewer feedback received”, “revisions requested from researcher”, “approval certificate sent to researcher,” to name a few. Using these statistics, the Ethics Officer generated a brief report summarizing the average turn-around time from start to finish on all “completed” events (completed means the application was submitted and a certificate was issued).

Based on the event activities of 2021/22, and on 82 completed delegated files (six files remained “pending” at the time of finalizing the reporting period), our process flow analysis finds that **the average time from submission to approval for a delegated file is 61 days or approximately 9 weeks.**

Figure 1 reveals a breakdown of how time is being spent on the file at each stage of the process: from the date the application is submitted to the time the application is delegated and sent to reviewers, it took on average 6 days (10% Administrative time - the Ethics staff and Chair are involved at this stage). The files remained with reviewers for an average of 18 days (30% Reviewer time) and once returned to researchers for revisions, the files remained with researchers for an average of 34 days (55% Researcher time). Once the

researcher submitted revisions, these are sent by the Ethics Officer to the Chair, who reviews changes and issues REB certificates or follows up further with researchers, typically within 3 days, on average (5% Chair time).

Figure 1. Breakdown of Average Time Spent on Delegated Reviews



As *Figure 2* shows, the process is slightly different for these files since they are accepted on a rolling basis and will be reviewed at the next monthly LUREB meeting. Once a file is discussed with the researchers at the meeting, within a week, they are provided with a letter from the Chair summarizing the Committee’s concerns, questions and requests for revisions. The file is then sent back to the researchers where it remains for an average of 38 days (51% Researcher time). Once a revised application is submitted, a certificate is typically issued within 7 days. The total process turn-around time for applications requiring full board review is, on average, 75 days or approximately 11 weeks.

Figure 2. Breakdown of Average Time Spent on Full Board Reviews



Note: This information is based on 5 submitted applications that required full board review. By motion of the REB, one of the files was returned to be reviewed a second time by the full board and 1 of these files was declined as currently proposed.

REB Review Activity

Review Activity by Programs/Schools and Research Centers

The table below demonstrates review activity by academic programs and schools.

Program/School	Submissions Total
Bharti School of Engineering & Computation	3
Forensic	1
Gerontology	1
History	1
McEwen School of Architecture	7
Orthophonie	5
PhD in Human Studies	5
Psychology	8
School of Business Administration	1
School of Human Kinetics	5
School of Indigenous Relations	1
School of Liberal Arts	1
School of Nursing	4
School of Rural & Northern Health	8

Program/School	Submissions Total
School of Social Work	7
Science Communication Program	2
Sociology	1
NOSM University	19
External	4
Total	84

Research Centres	Submissions Total
Centre for Research in Occupational Safety & Health (CROSH)	1
Centre for Rural and Northern Health Research (CRaNRH)	1
Evaluating Children's Outcomes Research Centre (ECHO)	2
Total	4

In 2021-22, the program of Psychology, McEwen School of Architecture, School of Rural and Northern Health and the School of Social Work had the most projects submitted for LUREB review with these submissions totaling approximately 36% of total projects submitted. The McEwen School of Architecture put forward more projects to be reviewed this year than previous years. The Northern Ontario School of Medicine (NOSM) submitted another large percentage of files, equaling 23% of all new research files.

Northern Ontario School of Medicine

As noted above, LUREB continues to see significant activity in the submissions of new ethics protocols from the Northern Ontario School of Medicine's (NOSM) students, residents, faculty and affiliated researchers. Medical residents (postgraduate learners who are also licensed physicians) who conduct research must do so under the supervision of NOSM faculty and are also subject to LUREB ethics review. In order to accommodate and facilitate ethics activity from NOSM, the LUREB continues to recruit new members with research expertise in the biomedical sciences, clinical trials, and public health.

Table a: Summary of 2021/22 Northern Ontario School of Medicine (NOSM) REB file activity

Month	Delegated Reviews	Full Committee Reviews	Modifications-Extensions-Exemptions-Final Reports	Total by month
04-21	4	0	5	9
05-21	3	0	6	9
06-21	0	0	1	1
07-21	0	0	9	9
08-21	0	0	3	3
09-21	2	0	4	6
10-21	2	0	5	7
11-21	1	0	8	9
12-21	1	0	1	2
01-22	2	0	5	7
02-22	2	0	2	4
03-22	2	0	4	6
Totals	19	0	53	Total: 72

Table b: The percentage of REB activity generated by NOSM of all delegated files in 2021-2022

Delegated	Full	Modifications/Extensions/Exemptions
26%	0%	74%

Multi-Institutional Projects

National and international research collaborations involving one or more institutions have become more common. This year, the LUREB reviewed 4 projects that involved collaborations with other institutional partners as highlighted in the table below.

Partner Institution	Projects
The University of British Columbia	1
Toronto Metropolitan University	1
Université de Hearst	1
University of Toronto	1

These projects involved health and health care research. Community-partnered research projects (such as a Laurentian researcher working with a community organization) are not captured in this table.

Laurentian University Health Sciences North Reciprocity Agreements

In 2018, Laurentian University (LU) and Health Sciences North (HSN) signed a Reciprocity Agreement to alleviate the need for duplicate review of studies and to ensure that the Research Ethics Board with the most appropriate expertise reviews the study. In 2021-2022, 3 files were received for reciprocal review. LU was the Most Responsible Institution (MRI) for all 3 files and the Board of Record (BOR) for 2 and HSN was the BOR for 1 of the files.

MRI (Institution of affiliation)	BOR (Board of record)	# of projects	% of REB reciprocity file activity
Health Sciences North	Laurentian University	2	67%
Health Sciences North	Health Sciences North	1	33%

External Sources

The LUREB primarily reviews applications submitted by Laurentian researchers; however, it is not uncommon to receive protocols for review from external sources. Often, the proposals come from students or Faculty members from other institutions or researchers from other community organizations who wish to involve the Laurentian community as part of their research. In these cases, the files are reviewed and processed in the same manner as those submitted by Laurentian researchers. Often accompanied by REB certificates from the primary institution, the files are typically sent for delegated review. In total, we reviewed 4 applications from external sources. All of the external REB applications originated from external institutions in Canada.

Total Files Received from External Sources

Institution	City
Carleton University	Ottawa
Concordia University	Montreal
McGill University	Montreal
Wilfrid Laurier University	Waterloo

Undergraduate Research Ethics Committees

All Undergraduate Research Ethics Committees (UGREBs) are considered delegated REBs. Under the *General Policies for research with human participants requiring research ethics review at Laurentian University (April 2017)*, the scope of their obligations is determined as follows:

1. Undergraduate student research projects that involve non-intrusive and minimal risk research activities may be approved by a sanctioned departmental ethics committee who may consult or refer cases to the LUREB and shall maintain all file records and report to the LUREB annually. All applications to departmental REBs identified as exceeding minimal risk shall be evaluated by the LUREB.
2. Undergraduate student research projects assigned uniformly to an entire class, and involving human participants, human biological materials and/or personal information shall be submitted to departmental ethics committees as a single submission, under the supervision of a faculty member. The departmental ethics committee may consult

or refer cases to the LUREB. It is the responsibility of the faculty member to ensure that REB approval and reporting timelines remain current.

Every year, we request REB activity from each department at Laurentian University with historical or new undergraduate research activity. Some departments have very intensive undergraduate research activity and provide reports in great detail while others have nothing to report. In the following table are the responses and the activities reported by various departments Chairs for the 2021-22 year:

Summary of Research Activity by UGREBs

Sessions and Consultations

UGREB Report Submitted

Department/Program	Chair/Director	Submissions
Human Kinetics	Sylvain Grenier	8
Marketing and Management	Ivy Kyei-Poku	27
Psychology	Michael Emond	8
Université de Hearst	Julie Cheff	10
Total		53 Applications

UGREB No Report Submitted

Department/Program	Chair/Director	Submissions
Accounting	Yves Robichaud	No report submitted
École des Sciences de l'éducation	Ginette Roberge	No report submitted
Economics	Sadequal Islam	No report submitted

Department/Program	Chair/Director	Submissions
Engineering	Ramesh Subramanian	No report submitted
English	Susan Glover	No report submitted
Études françaises	Amelie Hein	No report submitted
Finance and Operations	Mathias Takouda	No report submitted
Forensic Sciences	James Watterson	No report submitted
History	Todd Webb	No report submitted
Nursing	Sylvie Laroque	No report submitted
Orthophonie	Chantal Mayer-Crittenden	No report submitted
School of Education	Patrice Milewski	No report submitted
Sociology	Parveen Nangia	No report submitted
Sports Administration	Anthony Church	No report submitted
St. Lawrence College	Anthony Wright	No report submitted

No UGREB

Department/Program	Chair/Director	Submissions
Biology	Mazen Saleh	No UGREB
Chemistry and Biochemistry	Eric Gauthier	No UGREB
Indigenous Social Work	Danel Côté	No UGREB
Law and Justice	Henri Pallard	No UGREB
McEwen School of Architecture	David Fortin	No UGREB
Social Work	Stéphane Richard	No UGREB

***This report is based on the departmental and program chairs reflected in the 2021-2022 academic structure.

LUREB Ethics Professional Development

The Chair and the Ethics Officer routinely responded to individual researchers, faculty members and students email inquiries and also met with some virtually to consult with regarding their ethics applications or to address emerging ethical issues in their current research projects. These individual consultations appear to be greatly appreciated.

Moving forward, the LUREB and its administrative support staff remain ready to assist local researchers in facilitating ethically robust human participant research at Laurentian.

Board of Governors

Agenda Title	Amendments to General Bylaws of the Board of Restructuring
Agenda Item No.	For electronic vote.
Date of Meeting	For electronic vote.
Open/Closed session	Open
Action Requested	<input checked="" type="checkbox"/> For Approval <input type="checkbox"/> For Information
Proponent	Mark Johnson University Secretary (Interim)
Presenter(s)	Mark Johnson University Secretary (Interim)

1. PURPOSE

To restructure the standing committees of the Board of Governors to ensure that sound university governance principles are followed, that the mandates of the committees align with the best practices for university governance and oversight, and that the structure, number, composition, and mandates of each committee are efficient and effective in carrying out their missions.

2. SYNOPSIS

It is proposed that the standing committees of the Board be amended as follows:

- Create a governance committee that includes the responsibility of nominations. (Recommended by Nous Report.)
- Merge the Finance Committee and the Property Development and Planning Committee. (Recommended by Nous Report.)
- Replace the Senior Management Review and Compensation Committee and the Staff Relations Committee with a Human Resources Committee with a broad mandate.
- Enhance the mandate of the Audit committee to include enterprise risk and information technology. Rename this committee “Audit and Risk Committee”. (Recommended by Nous Report)
- Eliminate the Executive Committee.
- Eliminate the Nominating Committee.
- Eliminate the Research Ethics Board Liaison Committee.

3. RESOLUTION TO CONSIDER:

THAT the Board of Governors, upon the recommendation of the Executive Committee, approve the amendments to the General Bylaws of the Board of Governors of Laurentian University, as recommended herein and as set out in Appendix One attached hereto.

4. RISK ANALYSIS

Please note below the specific institutional risk(s) this proposal is addressing.	
<input type="checkbox"/> Enrolment Management	<input type="checkbox"/> Relationship with Stakeholders
<input type="checkbox"/> Faculty and Staff	<input type="checkbox"/> Reputation
<input type="checkbox"/> Funding and Resource Management	<input type="checkbox"/> Research Enterprise
<input type="checkbox"/> IT Services, Software and Hardware	<input type="checkbox"/> Safety
<input checked="" type="checkbox"/> Leadership and Change	<input type="checkbox"/> Student Success
<input type="checkbox"/> Physical Infrastructure	

5. RECOMMENDATIONS

It is recommended that the Board of Governors restructure the standing committees of the Board as set out above.

A Background/Issue Description

As result of the restructuring of Laurentian University during 2020-2022, the Board was reduced in size from 26 Governors to 16 Governors. However, the number and size of the Board standing committees were not reduced or restructured.

The Special Report on Laurentian University by the Auditor General of Ontario (November 2022) identified certain issues with respect to the Board's fiduciary oversight of Laurentian. (See section 8, pp. 45-52 of that report.)

The governance report on Laurentian issued by Nous Group (January 2022) also identified certain shortcomings with respect to the structure and mandates of the Board committees. (See recommendation BR.15, page 20)

A comparison of Laurentian to several other Ontario universities (Nipissing, Guelph, Ottawa, Western, Lakehead, Laurier, Trent, and York) shows that Laurentian has a significantly smaller board of governors than the average. The comparison also showed that, unlike the comparators, Laurentian does not have committees mandated with governance, human resources, and risk.

Discussions with executive members of Laurentian led to the conclusion that the Research Ethics Board Liaison Committee is no longer needed. Any reporting obligations of the Research Ethics Board can be transferred to the Board of Governors.

Given the number of standing committees, other committees with Governor appointees, and other governor appointments at Laurentian, the consensus among Governors is that there are too many committees, that committee work is becoming too burdensome for the new smaller size of the Board, and that such work is drawing them away from their core fiduciary and strategic duties.

In light of the foregoing, the Board wishes to restructure its standing committees to ensure that sound university governance principles are followed, that the mandates of the committees align

with the best practices for university governance and oversight, and that the structure, number, composition, and mandates of each committee are efficient and effective in carrying out their missions.

It is proposed that the standing committees of the Board will be amended as follows:

- Create a governance committee that includes the responsibility of nominations. (Recommended by Nous Report.)
- Merge the Finance Committee and the Property Development and Planning Committee. (Recommended by Nous Report.)
- Replace the Senior Management Review and Compensation Committee and the Staff Relations Committee with a Human Resources Committee.
- Enhance the mandate of the Audit committee to include enterprise risk and information technology. Rename this committee “Audit and Risk Committee”. (Recommended by Nous Report)
- Eliminate the Executive Committee.
- Eliminate the Nominating Committee.
- Eliminate the Research Ethics Board Liaison Committee.

Implementation

The implementation of the above requires certain amendments to the General Bylaws of the Board of Governors (the “Bylaws”).

Section 7.ii of the Bylaws expressly permits the Board to make changes to the Standing Committees: *“There shall be such additions and deletions to, and mergers of, these Standing Committees as the Board may from time to time determine.”*

The amendments proposed for sections 6, 7, and 8 of the Bylaws to implement the foregoing are provided for review and approval.

The redline copy of the proposed amended Bylaws is Appendix 1 and a clean copy of the proposed Bylaws is Appendix 2.

Section 16 addresses amendments to the Bylaws. Advance notice of the amendment must be provided at a prior board meeting. Additionally, the amendment must be passed at a meeting at which at least 50% of the members are present, by a two-thirds majority.

The plan is for the Executive Committee to pass its recommendation. The Board will then have a special meeting on June 7, 2023 at which advance notice will be provided to the public. Subsequently, the by-law change will be approved at the June 16, 2023 annual meeting of the Board, to take effect immediately.

B Alignment with Strategic Objective or Plan of the University

The proposed restructuring aligns with the recommendations of the Nous Report on governance and the findings of the Auditor General’s Special Report on Laurentian University.

C Other options considered (where applicable):

Not applicable.

D **Risks including legislative compliance**

The ByLaws of the Board will need to be amended. Section 16 addresses amendments to the Bylaws. Advance notice of the amendment must be provided at a prior board meeting. Additionally, the amendment must be passed at a meeting at which at least 50% of the members are present, by a two-thirds majority.

E **Financial Implications (where applicable):**

Not applicable.

F **Benefits**

Streamlined governance structures that Board level. The structure, number, composition, and mandates of each committee will become more efficient and effective in carrying out their missions.

G **Consultations (where applicable)**

Consultations were conducted with Board members, executive team members, and union heads.

H **Communications Plan**

Post-restructuring communications will be sent to the relevant executive members. The Board webpage will be updated accordingly.

I **Next Steps**

Upon approval, the restructuring and by-law changes will take effect immediately. The new committees will need to be populated with Governors in time for the 2023-24 academic year.

Members and Terms of Reference

The restructured standing committees will need new member compositions and terms of reference. The members can be appointed at the annual meeting of the Board on June 16, 2023. The terms of reference can be drafted and finalized over the summer 2023 and approved in September for the 2023-2024 academic year.

J **Appendices**

Appendix 1: Bylaws of the Board of Governors: Proposed redline.
Appendix 2: Bylaws of the Board of Governors: Proposed clean.
Appendix 3: Presentation. Committee Restructuring



Board of Governors

Agenda Title	Proposed Amendments to General Bylaws of the Board of Governors and Board Standing Committees Restructuring
Agenda Item No.	Item 9.1
Date of Meeting	June 16, 2023
Open/Closed session	Open
Action Requested	<input checked="" type="checkbox"/> For Approval <input type="checkbox"/> For Information
Proponent	Mark Johnson University Secretary (Interim)
Presenter(s)	Mark Johnson University Secretary (Interim)

1. PURPOSE

To restructure the standing committees of the Board of Governors to ensure that sound university governance principles are followed, that the mandates of the committees align with the best practices for university governance and oversight, and that the structure, number, composition, and mandates of each committee are efficient and effective in carrying out their missions.

2. SYNOPSIS

It is proposed that the standing committees of the Board be amended as follows:

- Create a governance committee that includes the responsibility of nominations. (Recommended by Nous Report.)
- Merge the Finance Committee and the Property Development and Planning Committee. (Recommended by Nous Report.)
- Replace the Senior Management Review and Compensation Committee and the Staff Relations Committee with a Human Resources Committee with a broad mandate.
- Enhance the mandate of the Audit committee to include enterprise risk and information technology. Rename this committee “Audit and Risk Committee”. (Recommended by Nous Report)
- Eliminate the Executive Committee.
- Eliminate the Nominating Committee.
- Eliminate the Research Ethics Board Liaison Committee.

3. RESOLUTION TO CONSIDER:

THAT the Board of Governors, upon the recommendation of the Executive Committee, approve the amendments to the General Bylaws of the Board of Governors of Laurentian University, as recommended herein and as set out in Appendix One attached hereto.

4. RISK ANALYSIS

Please note below the specific institutional risk(s) this proposal is addressing.	
<input type="checkbox"/> Enrolment Management	<input type="checkbox"/> Relationship with Stakeholders
<input type="checkbox"/> Faculty and Staff	<input type="checkbox"/> Reputation
<input type="checkbox"/> Funding and Resource Management	<input type="checkbox"/> Research Enterprise
<input type="checkbox"/> IT Services, Software and Hardware	<input type="checkbox"/> Safety
<input checked="" type="checkbox"/> Leadership and Change	<input type="checkbox"/> Student Success
<input type="checkbox"/> Physical Infrastructure	

5. RECOMMENDATIONS

It is recommended that the Board of Governors restructure the standing committees of the Board as set out above.

A Background/Issue Description

As result of the restructuring of Laurentian University during 2020-2022, the Board was reduced in size from 26 Governors to 16 Governors. However, the number and size of the Board standing committees were not reduced or restructured.

The Special Report on Laurentian University by the Auditor General of Ontario (November 2022) identified certain issues with respect to the Board's fiduciary oversight of Laurentian. (See section 8, pp. 45-52 of that report.)

The governance report on Laurentian issued by Nous Group (January 2022) also identified certain shortcomings with respect to the structure and mandates of the Board committees. (See recommendation BR.15, page 20)

A comparison of Laurentian to several other Ontario universities (Nipissing, Guelph, Ottawa, Western, Lakehead, Laurier, Trent, and York) shows that Laurentian has a significantly smaller board of governors than the average. The comparison also showed that, unlike the comparators, Laurentian does not have committees mandated with governance, human resources, and risk.

Discussions with executive members of Laurentian led to the conclusion that the Research Ethics Board Liaison Committee is no longer needed. Any reporting obligations of the Research Ethics Board can be transferred to the Board of Governors.

Given the number of standing committees, other committees with Governor appointees, and other governor appointments at Laurentian, the consensus among Governors is that there are too many committees, that committee work is becoming too burdensome for the new smaller size of the Board, and that such work is drawing them away from their core fiduciary and strategic duties.

In light of the foregoing, the Board wishes to restructure its standing committees to ensure that sound university governance principles are followed, that the mandates of the committees align with the best practices for university governance and oversight, and that the structure, number, composition, and mandates of each committee are efficient and effective in carrying out their missions.

It is proposed that the standing committees of the Board will be amended as follows:

- Create a governance committee that includes the responsibility of nominations. (Recommended by Nous Report.)
- Merge the Finance Committee and the Property Development and Planning Committee. (Recommended by Nous Report.)
- Replace the Senior Management Review and Compensation Committee and the Staff Relations Committee with a Human Resources Committee.
- Enhance the mandate of the Audit committee to include enterprise risk and information technology. Rename this committee “Audit and Risk Committee”. (Recommended by Nous Report)
- Eliminate the Executive Committee.
- Eliminate the Nominating Committee.
- Eliminate the Research Ethics Board Liaison Committee.

Implementation

The implementation of the above requires certain amendments to the General Bylaws of the Board of Governors (the “Bylaws”).

Section 7.ii of the Bylaws expressly permits the Board to make changes to the Standing Committees: *“There shall be such additions and deletions to, and mergers of, these Standing Committees as the Board may from time to time determine.”*

The amendments proposed for sections 6, 7, and 8 of the Bylaws to implement the foregoing are provided for review and approval.

The redline copy of the proposed amended Bylaws is Appendix 1 and a clean copy of the proposed Bylaws is Appendix 2.

Section 16 addresses amendments to the Bylaws. Advance notice of the amendment must be provided at a prior board meeting. Additionally, the amendment must be passed at a meeting at which at least 50% of the members are present, by a two-thirds majority.

The plan is for the Executive Committee to pass its recommendation. The Board will then have a special meeting on June 7, 2023 at which advance notice will be provided to the public. Subsequently, the by-law change will be approved at the June 16, 2023 annual meeting of the Board, to take effect immediately.

B Alignment with Strategic Objective or Plan of the University

The proposed restructuring aligns with the recommendations of the Nous Report on governance and the findings of the Auditor General’s Special Report on Laurentian University.

C Other options considered (where applicable):

Not applicable.

D Risks including legislative compliance

The Bylaws of the Board will need to be amended. Section 16 addresses amendments to the Bylaws. Advance notice of the amendment must be provided at a prior board meeting. Additionally, the amendment must be passed at a meeting at which at least 50% of the members are present, by a two-thirds majority.

E Financial Implications (where applicable):

Not applicable.

F Benefits

Streamlined governance structures that Board level. The structure, number, composition, and mandates of each committee will become more efficient and effective in carrying out their missions.

G Consultation and Approval Path

- Consultations were conducted with Board members, executive team members, and union heads.
- Board Nominating Committee for consultation – May 10, 2023
- Board Executive Committee for discussion – May 15, 2023
- Board Executive Committee for recommendation – May 31, 2023 (by electronic vote)
- Board of Governors (Notice of Bylaws Amendments) for discussion – June 7, 2023
- Board of Governors for approval – June 16, 2023

H Communications Plan

Post-restructuring communications will be sent to the relevant executive members. The Board webpage will be updated accordingly.

I Next Steps

Upon approval, the restructuring and by-law changes will take effect immediately. The new committees will need to be populated with Governors in time for the 2023-24 academic year.

Members and Terms of Reference

The restructured standing committees will need new member compositions and terms of reference. The members can be appointed at the annual meeting of the Board on June 16, 2023. The terms of reference can be drafted and finalized over the summer 2023 and approved in September for the 2023-2024 academic year.

J Appendices

- Appendix 1: Bylaws of the Board of Governors: Proposed redline.*
- Appendix 2: Bylaws of the Board of Governors: Proposed clean.*
- Appendix 3: Presentation. Committee Restructuring*

**INTERPRETATION**

1. i. In these bylaws:
 - a) "Board" means the Board of Governors of Laurentian University of Sudbury;
 - b) "Senate" means the Senate of the University;
 - c) "teaching staff" includes professors, associate professors, assistant professors, lecturers, associates, instructors, demonstrators and all others engaged in the work of teaching or giving instruction;
 - d) "University" means Laurentian University of Sudbury.
 - e) "Officer of the Board" shall mean the Chair, Vice-Chair, President and Vice-Chancellor, ~~Chair of the Executive Committee~~, the Secretary of the Board, and such members as the Board may designate from time to time.
 - f) "Officer of the University" shall mean the President and Vice-Chancellor; Vice-Presidents; and such other officers as may be designated from time to time by the Board.
 - g) "Signing Officer" shall mean any officer of the Board and any officer of the University so designated by the Board of Governors.

COMPOSITION OF THE BOARD

2. i. The composition of the Board as established by the Act of Incorporation, as amended from time to time, shall be 16 voting members.
 - > President and Vice-Chancellor, who shall be a member by virtue of office
 - > Five members named by the Lieutenant Governor in Council
 - > Ten members elected by the Board.
- ii. The election of voting members by the Board shall be determined as follows:
 - b) One from nominations submitted by the ~~Governance Nominating~~ Committee, in consultation with the Laurentian University Alumni Association
 - c) Two from nominations submitted by the officially recognized Student Associations of Laurentian University in accordance with the rotation as provided by the Board.
 - d) Seven from nominations submitted by the ~~Governance Nominating~~ Committee of the Board.
- iii.
 - a) All voting members except the person elected from student nominations shall hold office for a period of up to three years, ending at the close of the annual meeting in a year named in such appointments.
 - b) The elected voting members for the students' nomination shall hold office for a period of one year ending at the close of the annual meeting in a year named in such appointments.
- iv.
 - a) No voting member shall hold office for more than three consecutive terms, excluding the balance of a partial term.
 - b) Notwithstanding iv a) and iv c) the number of terms of a voting Board member serving as Chair, or Vice-Chair, may be extended by the Board for a maximum of two years subject to the concurrence of the authority which appointed or elected such member.
 - c) A former voting member may be eligible for re-election or appointment after a lapse of two years after the expiration of the third of three consecutive terms.
 - d) This section does not apply to the President and Vice-Chancellor of the University.
- v.
 - a) In relation to the membership of the Board, the Board will:

- (i) ensure that the majority of voting members are external to the University (being individuals who are not students, members of the teaching staff or non-teaching employees of the University);
 - (ii) take diversity, equity, inclusion, and Indigeneity into account with respect to both its own composition as well as that of its committees, subcommittees, and working groups;
 - (iii) ensure that the skillset of the Board reflects the needs of a post-secondary education governing body, including areas of expertise such as governance, finance, legal, audit, risk management, senior management, strategic planning, human resources, real property, and capital planning, and
 - (iv) ensure that all current and future Governors participate in regular ongoing training relevant to a post-secondary institution governing body.
- vi. The Board may provide for non-voting members on the Board of Governors and Board Standing Committees. Such non-voting members shall be entitled to participate fully in the discussion at meetings of the Board and Board Standing Committees except that when confidential matters are to be discussed "in camera", the Chair shall advise these members as to their exclusion from such portions of meetings. Non-voting members of the Board of Governors or of Board Standing Committee meetings may not send a designate to participate in Board or Board Standing Committee meetings.

MEETINGS OF THE BOARD

3. i. Regular meetings of the Board shall be held at the University or elsewhere as may be determined by the Chair, or in the event of absence or inability to act, at the call of the Vice-Chair. The Board shall hold a minimum of four regular meetings per year. The date and times of such meetings shall be established from time to time by the Board. The first regular meeting held after May 1 in each year shall be the annual meeting.
- ii. Notice in writing of the time and place of each regular meeting shall be sent to each member of the Board by prepaid post or by electronic transmission addressed to members at their address, as it appears in the records of the Board, at least seventy-two hours before the time appointed for holding such meeting.
- iii. Special meetings of the Board shall be held at the call of the Chair, or in the event of absence or inability to act, at the call of the Vice-Chair, and may also be called and held on the requisition in writing of not fewer than five members of the Board. Such meetings may be held at any time and at any place in the City of Sudbury or its environs or by electronic transmission.
- iv. Notice in writing of the time and place of each special meeting shall be sent to each member of the Board by prepaid post or by electronic transmission addressed to members at their address, as it appears in the records of the Board, at least forty-eight hours before the time appointed for holding such meeting. Such notice shall specify in reasonable detail the purpose for which the meeting is called.
- v. a) A special meeting of the Board may be held at any time and at any place without notice if all members of the Board are present thereat, or if either before or after the meeting the members of the Board who are absent signify in writing their consent to the meeting being held in their absence.
- b) On matters of an urgent nature, the Chair may authorize the Secretary to conduct an electronic vote or a telephone vote of Board members.
- vi. The accidental omission to give notice of a regular or special meeting to any member of the Board, or any accidental irregularity in connection with the giving of notice, shall not invalidate the proceedings at the meeting.
- vii. Fifty percent (50%) plus 1 of the voting members of the Board shall constitute a quorum at a meeting. Vacant positions on the Board shall not be counted for the purposes of quorum.

- viii. a) All bylaws, motions, and resolutions shall be decided by a majority of the votes of members present at the said meeting, except as hereinafter set out.
 - b) The Chair may vote on any bylaws, motions and resolutions but shall not have a deciding vote where there is an equality of votes.
 - c) The President and Vice-Chancellor of the University shall not have a vote on any matter pertaining to the President's office as such.
 - d) A motion on which there is an equality of votes shall be deemed to have been defeated.
- ix. A resolution signed by all members of the Board shall have the same force and effect as if passed at a regularly constituted meeting of the Board.
- x. In conformity with the Act of Incorporation either the French or the English language may be used at any meeting of the Board and in any documents or correspondence with or by the Board and the minutes and records of a formal nature shall be in both languages.
- xi. A record of the proceedings of each meeting of the Board shall be kept in a book provided for that purpose and the minutes of every such meeting shall be submitted at the next meeting of the Board, and after adoption by the Board, the minutes shall be signed by the Chair or the Acting Chair and the Secretary or the Acting Secretary and such minutes shall be open to the inspection of any member of the Board at any time during regular office hours in the office of the Secretary of the Board.
- xii. All matters for inclusion in the agenda of Board meetings must be in the hands of the Secretary at least five clear business days (prior to the day of the meeting at which they are to be presented; and only matters which have so been placed in the hands of the Secretary shall be included in the agenda.
- xiii. Unless prior notice as aforesaid shall have been given, no new matter, other than that of privilege or petition, shall be dealt with at any regular meeting of the Board unless the introduction of such new matter shall be approved by vote of the meeting.
- xiv. Save and except where it is otherwise herein provided the action of the Board upon any matter coming before it shall be evidenced by bylaw or resolution and the entry thereof in the minutes of the Board shall be prima facie evidence of the action taken.

CORPORATE SEAL AND EXECUTION OF DOCUMENTS

- 4. i. The Corporate or common seal of the University shall be in the custody of the Secretary of the Board or such other person as the Board may from time to time designate.
- ii. a) All other contracts, documents, or instruments in writing of an administrative nature requiring execution by the University, or on behalf of the University, whether requiring approval by Board resolution or not, shall be signed by any two signing officers of the Board or of the University, and all such contracts, documents, or instruments in writing, so signed, shall be binding upon the Board and the University without any further authorization or formality. The Corporate Seal of the University may, when required be affixed thereto.
- b) All negotiable instruments issued by the University shall be signed by such signing officers of the Board or of the University in such manner as may be designated from time to time by the Board.

COMMITTEES

- 5. i. The Committees constituted by the Board shall be as follows:
 - a) Executive Committee as provided in the Act of Incorporation;
 - b) Standing Committees, being those committees, whose duties are normally continuous, and which may include in their membership one or more persons who are not Board members;

- c) Special Committees, consisting of persons appointed by the Board for specific duties of a non-recurrent nature, and which may include in their membership one or more persons who are not Board members, whose powers will expire with the completion of the task assigned.
- ii. The functions, duties, responsibilities, and powers of committees established by specific bylaws of the Board shall be as defined in such bylaws.
- iii. The functions, duties, responsibilities, and powers of each other committee constituted by the Board shall be as provided in the resolution of the Board by which it is established, and such resolution shall in each case specify the functions, duties, responsibilities, and powers of the committee. The Board shall appoint the members of the committee and shall appoint the Chair. The Vice-Chair shall be appointed by the committee.
- iv. The Chair of the Board, the Vice-Chair of the Board and the President and Vice-Chancellor shall be ex-officio voting members on all committees, unless otherwise resolved by the Board.

EXECUTIVE COMMITTEE

- ~~6. i. At the annual meeting of the Board the five members of the Executive Committee, as required by the Act of Incorporation, together with three alternates shall be elected from among the members based on nominations received from the Nominating Committee and any additional nominations submitted by Board members at large.~~
- ~~ii. The Chair shall be elected by the Board following a recommendation from the Nominating Committee and any additional nominations submitted by Board members at large.~~
- ~~iii. The Secretary of the Board shall act as Secretary of the Executive Committee. In the event of absence, the Committee shall appoint another person to act as Secretary.~~

STANDING COMMITTEE

- ~~7.6.~~ i. The following standing Committees are established:
 - a) Audit and Risk
 - b) Finance and Property
 - c) Governance
 - d) Human Resources
 - ~~e) Joint Committee on Bilingualism (a joint committee of Senate and the Board)~~
 - ~~f) Joint Committee on Honorary Degrees~~
 - ~~e) Nominating~~
 - ~~f) Property Development and Planning~~
 - ~~g) Research Ethics Board Nominating and Oversight (a joint committee of Senate and the Board)~~
 - ~~h) Senior Management Review and Compensation~~
 - ~~i) Staff Relations~~
- ii. There shall be such additions and deletions to, and mergers of, these Standing Committees as the Board may from time to time determine.
- iii. The members and Chairs of all Standing Committees shall be appointed at the annual meeting from nominations submitted by the Governance Nominating Committee of the Board.
- iv. In addition to ex-officio voting members each Committee shall consist of not less than three (3) other voting Board members.
- ~~v. The Vice President responsible for the Research Ethics Board Nominating and Oversight Committee shall act as Chair of the Research Ethics Board Nominating and Oversight Committee and shall only be entitled to vote on matters before the Committee in the event of~~

~~a tie. The President and Vice-Chancellor, the Chair of the Board and the Vice-Chair of the Board shall be ex-officio non-voting members of this committee.~~

DELEGATION OF AUTHORITY

- ~~8.7. i. The Executive Committee shall exercise all the powers held by the Board, within the limits of the University Act, between regular meetings of the Board, except to repeal, amend or modify the University Act or bylaws or to appoint a President and Vice-Chancellor, or Vice-President.~~
- ii. The Board may delegate specific discretionary powers or authority to a committee, either by resolution or by provisions contained in the terms of reference of the committee concerned.

AUTHORITY OF COMMITTEES

- 9.8. i. Board committees are established primarily for making recommendations to the Board and exercise those powers conferred upon them by the Board. They shall not commit the Board in any matter unless authority to do so has been specifically delegated by the Board.

COMMITTEE MEETINGS

- ~~10.9. i.~~ Meetings of committees may be called whenever it is deemed necessary by the Chair of the Committee, by the Chair of the Board or by the President and Vice-Chancellor.
- ii. Notice of meeting shall be mailed or otherwise delivered to members by the Secretary of the Committee concerned in accordance with the procedure approved by the Committee.
- iii. The inadvertent failure to give notice to any member or any irregularity in connection with the giving of notice shall not invalidate the proceedings at a meeting.
- iv. The agenda shall be prepared by the Secretary and shall be approved by the Chair. All matters for inclusion in the agenda must be in the hands of the secretary at least six business days prior to the day of the meeting at which they are to be presented and only matters which have then been placed in the hands of the secretary shall be included in the agenda. The Chair shall be notified of items received subsequently and a motion to adopt the agenda made and passed when the meeting opens, shall be sufficient to include such new matters.
- v. All questions at a meeting shall be decided by a majority of the votes of the members present. Each member of the Committee presents at a meeting, including the Chair or acting Chair and ex-officio voting Board members, shall be entitled to one vote, unless said committee members are non-voting members of the committee and any motion on which there is equality of votes shall be deemed to have been defeated.
- vi. When deemed necessary, a resolution signed by all members of a committee shall have the same force and effect as if passed at a regularly constituted meeting of that committee.
- vii. A record shall be kept of the proceedings of every meeting of each committee, and it is the responsibility of the Chair of the committee to submit a report of such proceedings to the Secretary of the Board as soon as conveniently possible thereafter.
- viii. The Secretary of a committee shall issue, or cause to be issued, notices of all meetings of such committee, when directed to do so.
- ix. If a committee does not appoint its own Secretary, the Secretary of the Board shall act as Secretary of such committee.
- x. Three voting members of the Board (including ex-officio voting Board members) shall constitute quorums for all Committees.

GENERAL

- ~~11~~.10. i. The President and Vice-Chancellor shall be the chief executive officer of the University and chair of the Senate and shall have supervision over and direction of the academic work and general administration of the University and the teaching staff thereof, and the students thereof, and the officers and servants thereof, and shall also have such other powers and duties as may from time to time be conferred by the Board.
- ii. A Vice-President shall act for the President and Vice-Chancellor in such matters as the President and Vice-Chancellor may within his/her own powers delegate to him/her. In case of the absence or illness of the President and Vice-Chancellor, a Vice-President shall perform the duties of the President and Vice-Chancellor except in matters which under the provisions of the Act of Incorporation are within the powers of the President and Vice-Chancellor only.
- iii. The Secretary of the Board shall be directly responsible to the Board and shall have charge of the corporate seal, books, and records of the Board.
- iv. The Secretary of the Board shall perform such additional duties as may from time to time be assigned by the Board.
- v. The Secretary of the Board shall issue or cause to be issued notices of all meetings of the Board, when directed so to do.
- vi. The Board may from time to time appoint an Acting Secretary of the Board to perform the duties of the Secretary of the Board when the latter is unable by reason of absence or other cause to perform such duties.
- vii. At the last meeting of the Board in the fiscal year, the Board shall elect a Chair for an initial term of no more than two (2) years to begin July 1st of the subsequent fiscal year, following a recommendation from the Nominating Committee and any additional nominations submitted by Board members at large. Where a vacancy arises during the fiscal year, the Board may elect a Chair to complete the term of the departed Chair.
- viii. At the first meeting of the Board in each fiscal year the Board shall elect and appoint a Vice-Chair following a recommendation from the Nominating Committee and any additional nominations submitted by Board members at large. The term of the Vice-Chair shall be generally for one (1) year and no more than two (2) years. Where a vacancy arises during the fiscal year, the Board may elect a Vice-Chair to complete the term of the departed Vice-Chair.
- ix. The Board, on the recommendation of the President and Vice-Chancellor, may from time to time prescribe the duties of officers and employees of the University, provided that the duties so prescribed are not inconsistent with the Act of Incorporation or the bylaws of the Board from time to time in force.

CONDUCT OF BOARD MEETINGS

- ~~12~~.11. i. A motion must be moved and seconded before the subject matter of the motion is open for debate.
- ii. General custom permits the withdrawal of a motion by consent of the mover and seconder, but if either objects the motion must be put to a vote. This applies to both substantive motions and amendments.
- iii. a) An amendment to a motion must fall within one of the following categories:
- i. The deletion of certain words
 - ii. The addition of certain words
 - iii. The deletion of certain words and substitution of others in their place. A motion which would nullify the main motion is not an amendment and cannot be introduced.
- b) There cannot be more than two amendments before the meeting at one time but when one of these has been accepted or rejected another amendment may be introduced but only if it is different in purport from one previously defeated.

- c) Voting is as follows:
 - i. On the amendment to the amendment, or the second amendment.
 - ii. On the amendment.
 - iii. On the motion if amendments have been defeated or on the motion as amended if an amendment has carried.
- iv. Only on a point of order or privilege can a member interrupt another member who is speaking, (except that with the consent of the speaker questions may be asked). If members feel that improper language has been used, irrelevant argument introduced, or a rule of procedure broken, that are entitled to rise to a point of order, interrupting the speaker. The point of order must be stated definitely and concisely. The Chair shall decide without debate, though he/she may ask opinions. The Chair should state his/her opinion authoritatively. The ruling may be appealed by the member who has risen to a point of order. If appealed, the Chair states the decision on the point of appeal and then puts the question which is not debatable: "Shall the decision of the Chair stand as the judgment of this meeting". If the motion is passed, this merely settles a point of procedure and is not a vote of confidence in the Chair.
- v. If a member feels that a statement reflects on his/her reputation or that of the Board, the Committee, or the University, he/she is entitled to raise a "question of privilege". The procedure is the same as for a point of order.
- vi. A motion to adjourn may be moved at any time. It is not debatable except if it is sought to adjourn to a time other than the regular meeting time when discussion is permitted on that point only. If the motion is passed, the meeting ends; if rejected, the business continues.
- vii. a) Irrelevant remarks should be stopped immediately by the Chair. A person who has already spoken on the question should not be allowed to speak again until all those desiring to speak have been heard (this at the Chair's discretion). No one may speak until they have been given the floor by the Chair. Speakers must address their remarks to the Chair and not to the meeting. Only one speaker may have the floor at a time.
- b) Procedure on special motions (this list is non exhaustive):
 - i. To adjourn (debatable as to time only)
 - ii. To take a recess (not debatable)
 - iii. To raise a point of order or a question of privilege (not debatable)
 - iv. To lay on the table (not debatable)
 - v. To limit or extend the limits of debate (not debatable)
 - vi. To postpone to a definite time (debatable)
 - vii. To postpone to an indefinite time (debatable)
 - viii. To rescind (debatable)
 - ix. To amend (debatable).

FISCAL YEAR

- ~~13.12.~~ i. The fiscal year of the University shall end on the 30th of April in each year.

BORROWING AUTHORITY

- ~~14.13.~~ i. Laurentian University of Sudbury is hereby authorized by resolution of the Board of Governors from time to time to:
 - a) borrow money on the credit of the University in such amounts, on such terms and from such persons, firms or corporations, including chartered banks, as may be determined by resolution by the Board;

- b) make, draw and endorse promissory notes or bills of exchange;
 - c) hypothecate, pledge, charge or mortgage all or any part of the property of the University to secure any money so borrowed or the fulfilment of the obligations incurred by it under any promissory note or bill of exchange signed, made, drawn or endorsed by it;
 - d) issue bonds, debentures and obligations on such terms and conditions as the Board may by resolution decide and pledge or sell such bonds, debentures, and obligations for such sums and at such prices as the Board may by resolution decide, and mortgage, charge, hypothecate or pledge all or any part of the property of the University to secure any such bonds, debentures, and obligations.
- ii. The Board of Governors may by resolution, delegate to officers of the Board all or any powers necessary for the purpose of borrowing and giving security by the University to such extent and in such manner as the Board may determine.

INDEMNITY OF BOARD MEMBERS

- ~~15.14.~~ 15.14. i. Except in respect of an action to procure a judgement in its favour, and except as otherwise prohibited by law, every member of the Board or any committee or subcommittee of the Board and the heirs, executors and administrators and the estate and effects of each of them, respectively, shall from time to time and at all times be indemnified and saved harmless out of the funds of the University, from and against all costs, charges and expenses whatsoever (including amounts paid to settle an action or satisfy a judgement), that such member sustains or incurs in or about any civil or administrative action, suit, or proceeding that is brought, commenced or prosecuted against such member, for or in respect of any act, deed, matter or thing whatsoever, made done or permitted by such member's in or about the execution of the duties of such office, except such costs, charges or expenses as are occasioned by such member's own willful neglect or willful default. Provided however that, in exchange for the presentation of these provisions of indemnity, such indemnified member shall cooperate fully with the University in the defense of such proceedings and shall be subject to such direction as the University or the Counsel shall deem appropriate, failing which such provision of indemnity provided hereby shall forthwith lapse and be of no further force and effect.

AMENDMENT OR REPEAL OF EXISTING BYLAWS

- ~~16.15.~~ 16.15. i. Notice of motion to enact, amend, repeal any Bylaw of the Board shall be given at the meeting of the Board next preceding the meeting at which motion is to be presented.
- ii. Any such enactment, amendment or repeal must be approved at a meeting of the Board at which at least fifty percent of the voting Board members are present, by a two-thirds majority of the voting Board members present.



INTERPRETATION

1. i. In these bylaws:
 - a) "Board" means the Board of Governors of Laurentian University of Sudbury;
 - b) "Senate" means the Senate of the University;
 - c) "teaching staff" includes professors, associate professors, assistant professors, lecturers, associates, instructors, demonstrators and all others engaged in the work of teaching or giving instruction;
 - d) "University" means Laurentian University of Sudbury.
 - e) "Officer of the Board" shall mean the Chair, Vice-Chair, President and Vice-Chancellor, the Secretary of the Board, and such members as the Board may designate from time to time.
 - f) "Officer of the University" shall mean the President and Vice-Chancellor; Vice-Presidents; and such other officers as may be designated from time to time by the Board.
 - g) "Signing Officer" shall mean any officer of the Board and any officer of the University so designated by the Board of Governors.

COMPOSITION OF THE BOARD

2. i. The composition of the Board as established by the Act of Incorporation, as amended from time to time, shall be 16 voting members.
 - > President and Vice-Chancellor, who shall be a member by virtue of office
 - > Five members named by the Lieutenant Governor in Council
 - > Ten members elected by the Board.
- ii. The election of voting members by the Board shall be determined as follows:
 - b) One from nominations submitted by the Governance Committee, in consultation with the Laurentian University Alumni Association
 - c) Two from nominations submitted by the officially recognized Student Associations of Laurentian University in accordance with the rotation as provided by the Board.
 - d) Seven from nominations submitted by the Governance Committee of the Board.
- iii. a) All voting members except the person elected from student nominations shall hold office for a period of up to three years, ending at the close of the annual meeting in a year named in such appointments.
 - b) The elected voting members for the students' nomination shall hold office for a period of one year ending at the close of the annual meeting in a year named in such appointments.
- iv. a) No voting member shall hold office for more than three consecutive terms, excluding the balance of a partial term.
 - b) Notwithstanding iv a) and iv c) the number of terms of a voting Board member serving as Chair, or Vice-Chair, may be extended by the Board for a maximum of two years subject to the concurrence of the authority which appointed or elected such member.
 - c) A former voting member may be eligible for re-election or appointment after a lapse of two years after the expiration of the third of three consecutive terms.
 - d) This section does not apply to the President and Vice-Chancellor of the University.
- v. a) In relation to the membership of the Board, the Board will:

- (i) ensure that the majority of voting members are external to the University (being individuals who are not students, members of the teaching staff or non-teaching employees of the University);
 - (ii) take diversity, equity, inclusion, and Indigeneity into account with respect to both its own composition as well as that of its committees, subcommittees, and working groups;
 - (iii) ensure that the skillset of the Board reflects the needs of a post-secondary education governing body, including areas of expertise such as governance, finance, legal, audit, risk management, senior management, strategic planning, human resources, real property, and capital planning, and
 - (iv) ensure that all current and future Governors participate in regular ongoing training relevant to a post-secondary institution governing body.
- vi. The Board may provide for non-voting members on the Board of Governors and Board Standing Committees. Such non-voting members shall be entitled to participate fully in the discussion at meetings of the Board and Board Standing Committees except that when confidential matters are to be discussed "in camera", the Chair shall advise these members as to their exclusion from such portions of meetings. Non-voting members of the Board of Governors or of Board Standing Committee meetings may not send a designate to participate in Board or Board Standing Committee meetings.

MEETINGS OF THE BOARD

3. i. Regular meetings of the Board shall be held at the University or elsewhere as may be determined by the Chair, or in the event of absence or inability to act, at the call of the Vice-Chair. The Board shall hold a minimum of four regular meetings per year. The date and times of such meetings shall be established from time to time by the Board. The first regular meeting held after May 1 in each year shall be the annual meeting.
- ii. Notice in writing of the time and place of each regular meeting shall be sent to each member of the Board by prepaid post or by electronic transmission addressed to members at their address, as it appears in the records of the Board, at least seventy-two hours before the time appointed for holding such meeting.
- iii. Special meetings of the Board shall be held at the call of the Chair, or in the event of absence or inability to act, at the call of the Vice-Chair, and may also be called and held on the requisition in writing of not fewer than five members of the Board. Such meetings may be held at any time and at any place in the City of Sudbury or its environs or by electronic transmission.
- iv. Notice in writing of the time and place of each special meeting shall be sent to each member of the Board by prepaid post or by electronic transmission addressed to members at their address, as it appears in the records of the Board, at least forty-eight hours before the time appointed for holding such meeting. Such notice shall specify in reasonable detail the purpose for which the meeting is called.
- v. a) A special meeting of the Board may be held at any time and at any place without notice if all members of the Board are present thereat, or if either before or after the meeting the members of the Board who are absent signify in writing their consent to the meeting being held in their absence.
- b) On matters of an urgent nature, the Chair may authorize the Secretary to conduct an electronic vote or a telephone vote of Board members.
- vi. The accidental omission to give notice of a regular or special meeting to any member of the Board, or any accidental irregularity in connection with the giving of notice, shall not invalidate the proceedings at the meeting.
- vii. Fifty percent (50%) plus 1 of the voting members of the Board shall constitute a quorum at a meeting. Vacant positions on the Board shall not be counted for the purposes of quorum.

- viii. a) All bylaws, motions, and resolutions shall be decided by a majority of the votes of members present at the said meeting, except as hereinafter set out.
 - b) The Chair may vote on any bylaws, motions and resolutions but shall not have a deciding vote where there is an equality of votes.
 - c) The President and Vice-Chancellor of the University shall not have a vote on any matter pertaining to the President's office as such.
 - d) A motion on which there is an equality of votes shall be deemed to have been defeated.
- ix. A resolution signed by all members of the Board shall have the same force and effect as if passed at a regularly constituted meeting of the Board.
- x. In conformity with the Act of Incorporation either the French or the English language may be used at any meeting of the Board and in any documents or correspondence with or by the Board and the minutes and records of a formal nature shall be in both languages.
- xi. A record of the proceedings of each meeting of the Board shall be kept in a book provided for that purpose and the minutes of every such meeting shall be submitted at the next meeting of the Board, and after adoption by the Board, the minutes shall be signed by the Chair or the Acting Chair and the Secretary or the Acting Secretary and such minutes shall be open to the inspection of any member of the Board at any time during regular office hours in the office of the Secretary of the Board.
- xii. All matters for inclusion in the agenda of Board meetings must be in the hands of the Secretary at least five clear business days (prior to the day of the meeting at which they are to be presented; and only matters which have so been placed in the hands of the Secretary shall be included in the agenda.
- xiii. Unless prior notice as aforesaid shall have been given, no new matter, other than that of privilege or petition, shall be dealt with at any regular meeting of the Board unless the introduction of such new matter shall be approved by vote of the meeting.
- xiv. Save and except where it is otherwise herein provided the action of the Board upon any matter coming before it shall be evidenced by bylaw or resolution and the entry thereof in the minutes of the Board shall be prima facie evidence of the action taken.

CORPORATE SEAL AND EXECUTION OF DOCUMENTS

- 4. i. The Corporate or common seal of the University shall be in the custody of the Secretary of the Board or such other person as the Board may from time to time designate.
- ii. a) All other contracts, documents, or instruments in writing of an administrative nature requiring execution by the University, or on behalf of the University, whether requiring approval by Board resolution or not, shall be signed by any two signing officers of the Board or of the University, and all such contracts, documents, or instruments in writing, so signed, shall be binding upon the Board and the University without any further authorization or formality. The Corporate Seal of the University may, when required be affixed thereto.
- b) All negotiable instruments issued by the University shall be signed by such signing officers of the Board or of the University in such manner as may be designated from time to time by the Board.

COMMITTEES

- 5. i. The Committees constituted by the Board shall be as follows:
 - a) Executive Committee as provided in the Act of Incorporation;
 - b) Standing Committees, being those committees, whose duties are normally continuous, and which may include in their membership one or more persons who are not Board members;

- c) Special Committees, consisting of persons appointed by the Board for specific duties of a non-recurrent nature, and which may include in their membership one or more persons who are not Board members, whose powers will expire with the completion of the task assigned.
- ii. The functions, duties, responsibilities, and powers of committees established by specific bylaws of the Board shall be as defined in such bylaws.
- iii. The functions, duties, responsibilities, and powers of each other committee constituted by the Board shall be as provided in the resolution of the Board by which it is established, and such resolution shall in each case specify the functions, duties, responsibilities, and powers of the committee. The Board shall appoint the members of the committee and shall appoint the Chair. The Vice-Chair shall be appointed by the committee.
- iv. The Chair of the Board, the Vice-Chair of the Board and the President and Vice-Chancellor shall be ex-officio voting members on all committees, unless otherwise resolved by the Board.

STANDING COMMITTEE

- 6. i. The following standing Committees are established:
 - a) Audit and Risk
 - b) Finance and Property
 - c) Governance
 - d) Human Resources
 - e) Joint Committee on Bilingualism (*a joint committee of Senate and the Board*)
 - f) Joint Committee on Honorary Degrees
- ii. There shall be such additions and deletions to, and mergers of, these Standing Committees as the Board may from time to time determine.
- iii. The members and Chairs of all Standing Committees shall be appointed at the annual meeting from nominations submitted by the Governance Committee of the Board.
- iv. In addition to ex-officio voting members each Committee shall consist of not less than three (3) other voting Board members.

DELEGATION OF AUTHORITY

- 7. i. The Board may delegate specific discretionary powers or authority to a committee, either by resolution or by provisions contained in the terms of reference of the committee concerned.

AUTHORITY OF COMMITTEES

- 8. i. Board committees are established primarily for making recommendations to the Board and exercise those powers conferred upon them by the Board. They shall not commit the Board in any matter unless authority to do so has been specifically delegated by the Board.

COMMITTEE MEETINGS

- 9. i. Meetings of committees may be called whenever it is deemed necessary by the Chair of the Committee, by the Chair of the Board or by the President and Vice-Chancellor.
- ii. Notice of meeting shall be mailed or otherwise delivered to members by the Secretary of the Committee concerned in accordance with the procedure approved by the Committee.
- iii. The inadvertent failure to give notice to any member or any irregularity in connection with the

giving of notice shall not invalidate the proceedings at a meeting.

- iv. The agenda shall be prepared by the Secretary and shall be approved by the Chair. All matters for inclusion in the agenda must be in the hands of the secretary at least six business days prior to the day of the meeting at which they are to be presented and only matters which have then been placed in the hands of the secretary shall be included in the agenda. The Chair shall be notified of items received subsequently and a motion to adopt the agenda made and passed when the meeting opens, shall be sufficient to include such new matters.
- v. All questions at a meeting shall be decided by a majority of the votes of the members present. Each member of the Committee presents at a meeting, including the Chair or acting Chair and ex-officio voting Board members, shall be entitled to one vote, unless said committee members are non-voting members of the committee and any motion on which there is equality of votes shall be deemed to have been defeated.
- vi. When deemed necessary, a resolution signed by all members of a committee shall have the same force and effect as if passed at a regularly constituted meeting of that committee.
- vii. A record shall be kept of the proceedings of every meeting of each committee, and it is the responsibility of the Chair of the committee to submit a report of such proceedings to the Secretary of the Board as soon as conveniently possible thereafter.
- viii. The Secretary of a committee shall issue, or cause to be issued, notices of all meetings of such committee, when directed to do so.
- ix. If a committee does not appoint its own Secretary, the Secretary of the Board shall act as Secretary of such committee.
- x. Three voting members of the Board (including ex-officio voting Board members) shall constitute quorums for all Committees.

GENERAL

10.
 - i. The President and Vice-Chancellor shall be the chief executive officer of the University and chair of the Senate and shall have supervision over and direction of the academic work and general administration of the University and the teaching staff thereof, and the students thereof, and the officers and servants thereof, and shall also have such other powers and duties as may from time to time be conferred by the Board.
 - ii. A Vice-President shall act for the President and Vice-Chancellor in such matters as the President and Vice-Chancellor may within his/her own powers delegate to him/her. In case of the absence or illness of the President and Vice-Chancellor, a Vice-President shall perform the duties of the President and Vice-Chancellor except in matters which under the provisions of the Act of Incorporation are within the powers of the President and Vice-Chancellor only.
 - iii. The Secretary of the Board shall be directly responsible to the Board and shall have charge of the corporate seal, books, and records of the Board.
 - iv. The Secretary of the Board shall perform such additional duties as may from time to time be assigned by the Board.
 - v. The Secretary of the Board shall issue or cause to be issued notices of all meetings of the Board, when directed so to do.
 - vi. The Board may from time to time appoint an Acting Secretary of the Board to perform the duties of the Secretary of the Board when the latter is unable by reason of absence or other cause to perform such duties.
 - vii. At the last meeting of the Board in the fiscal year, the Board shall elect a Chair for an initial term of no more than two (2) years to begin July 1st of the subsequent fiscal year, following a recommendation from the Nominating Committee and any additional nominations submitted by Board members at large. Where a vacancy arises during the fiscal year, the Board may elect a Chair to complete the term of the departed Chair.

- viii. At the first meeting of the Board in each fiscal year the Board shall elect and appoint a Vice-Chair following a recommendation from the Nominating Committee and any additional nominations submitted by Board members at large. The term of the Vice-Chair shall be generally for one (1) year and no more than two (2) years. Where a vacancy arises during the fiscal year, the Board may elect a Vice-Chair to complete the term of the departed Vice-Chair.
- ix. The Board, on the recommendation of the President and Vice-Chancellor, may from time to time prescribe the duties of officers and employees of the University, provided that the duties so prescribed are not inconsistent with the Act of Incorporation or the bylaws of the Board from time to time in force.

CONDUCT OF BOARD MEETINGS

- 11.
 - i. A motion must be moved and seconded before the subject matter of the motion is open for debate.
 - ii. General custom permits the withdrawal of a motion by consent of the mover and seconder, but if either objects the motion must be put to a vote. This applies to both substantive motions and amendments.
 - iii.
 - a) An amendment to a motion must fall within one of the following categories:
 - i. The deletion of certain words
 - ii. The addition of certain words
 - iii. The deletion of certain words and substitution of others in their place. A motion which would nullify the main motion is not an amendment and cannot be introduced.
 - b) There cannot be more than two amendments before the meeting at one time but when one of these has been accepted or rejected another amendment may be introduced but only if it is different in purport from one previously defeated.
 - c) Voting is as follows:
 - i. On the amendment to the amendment, or the second amendment.
 - ii. On the amendment.
 - iii. On the motion if amendments have been defeated or on the motion as amended if an amendment has carried.
 - iv. Only on a point of order or privilege can a member interrupt another member who is speaking, (except that with the consent of the speaker questions may be asked). If members feel that improper language has been used, irrelevant argument introduced, or a rule of procedure broken, that are entitled to rise to a point of order, interrupting the speaker. The point of order must be stated definitely and concisely. The Chair shall decide without debate, though he/she may ask opinions. The Chair should state his/her opinion authoritatively. The ruling may be appealed by the member who has risen to a point of order. If appealed, the Chair states the decision on the point of appeal and then puts the question which is not debatable: "Shall the decision of the Chair stand as the judgment of this meeting". If the motion is passed, this merely settles a point of procedure and is not a vote of confidence in the Chair.
 - v. If a member feels that a statement reflects on his/her reputation or that of the Board, the Committee, or the University, he/she is entitled to raise a "question of privilege". The procedure is the same as for a point of order.
 - vi. A motion to adjourn may be moved at any time. It is not debatable except if it is sought to adjourn to a time other than the regular meeting time when discussion is permitted on that point only. If the motion is passed, the meeting ends; if rejected, the business continues.
 - vii.
 - a) Irrelevant remarks should be stopped immediately by the Chair. A person who has already spoken on the question should not be allowed to speak again until all those desiring to speak have been heard (this at the Chair's discretion). No one may speak until they have been given the floor by the Chair. Speakers must address their remarks to the Chair and not

to the meeting. Only one speaker may have the floor at a time.

- b) Procedure on special motions (this list is non exhaustive):
 - i. To adjourn (debatable as to time only)
 - ii. To take a recess (not debatable)
 - iii. To raise a point of order or a question of privilege (not debatable)
 - iv. To lay on the table (not debatable)
 - v. To limit or extend the limits of debate (not debatable)
 - vi. To postpone to a definite time (debatable)
 - vii. To postpone to an indefinite time (debatable)
 - viii. To rescind (debatable)
 - ix. To amend (debatable).

FISCAL YEAR

- 12. i. The fiscal year of the University shall end on the 30th of April in each year.

BORROWING AUTHORITY

- 13. i. Laurentian University of Sudbury is hereby authorized by resolution of the Board of Governors from time to time to:
 - a) borrow money on the credit of the University in such amounts, on such terms and from such persons, firms or corporations, including chartered banks, as may be determined by resolution by the Board;
 - b) make, draw and endorse promissory notes or bills of exchange;
 - c) hypothecate, pledge, charge or mortgage all or any part of the property of the University to secure any money so borrowed or the fulfilment of the obligations incurred by it under any promissory note or bill of exchange signed, made, drawn or endorsed by it;
 - d) issue bonds, debentures and obligations on such terms and conditions as the Board may by resolution decide and pledge or sell such bonds, debentures, and obligations for such sums and at such prices as the Board may by resolution decide, and mortgage, charge, hypothecate or pledge all or any part of the property of the University to secure any such bonds, debentures, and obligations.
- ii. The Board of Governors may by resolution, delegate to officers of the Board all or any powers necessary for the purpose of borrowing and giving security by the University to such extent and in such manner as the Board may determine.

INDEMNITY OF BOARD MEMBERS

- 14. i. Except in respect of an action to procure a judgement in its favour, and except as otherwise prohibited by law, every member of the Board or any committee or subcommittee of the Board and the heirs, executors and administrators and the estate and effects of each of them, respectively, shall from time to time and at all times be indemnified and saved harmless out of the funds of the University, from and against all costs, charges and expenses whatsoever (including amounts paid to settle an action or satisfy a judgement), that such member sustains or incurs in or about any civil or administrative action, suit, or proceeding that is brought, commenced or prosecuted against such member, for or in respect of any act, deed, matter or thing whatsoever, made done or permitted by such member's in or about the execution of the duties of such office, except such costs, charges or expenses as are occasioned by such member's own willful neglect or willful default. Provided however that, in exchange for the

presentation of these provisions of indemnity, such indemnified member shall cooperate fully with the University in the defense of such proceedings and shall be subject to such direction as the University or the Counsel shall deem appropriate, failing which such provision of indemnity provided hereby shall forthwith lapse and be of no further force and effect.

AMENDMENT OR REPEAL OF EXISTING BYLAWS

15.
 - i. Notice of motion to enact, amend, repeal any Bylaw of the Board shall be given at the meeting of the Board next preceding the meeting at which motion is to be presented.
 - ii. Any such enactment, amendment or repeal must be approved at a meeting of the Board at which at least fifty percent of the voting Board members are present, by a two-thirds majority of the voting Board members present.

*Last amended by the Board of Governors:
- December 9, 2022*



Laurentian University

Board Committee Restructuring

MARK JOHNSON

UNIVERSITY SECRETARY (INTERIM)

Item 9.1
Open Session
June 16, 2023

Background

Causes of Insolvency + AG Report + Nous Report +
Discussions with governors and management

**= Board committees at Laurentian need to be
reformed and improved.**

➔ Improved governance of the school

Current State

- ▶ **16 Governors spread across...**
- ▶ **9 main standing committees**
 - ▶ **Audit, Executive, Finance, Bilingualism, Nominating, Property & Planning, Research Ethics Board Liaison, Senior Management Review and Compensation, Staff Relations**
- + 6 other committees**
 - ▶ **Pension, LUNEC, Honorary Degrees, Alumni Association, Senate, Academic Planning Committee of the Senate**
- + Academic search committees**

The Problems

- ▶ **Too many committees**
- ▶ **Committees are too large. Size is pre-CCAA.**
 - ▶ Reduced size of board in 2022. Committee sizes were not reduced.
- ▶ **Overtaxed governors.** Not core supervisory duties.
- ▶ ****Governance gaps**** (AG report, NOUS report)
 - ▶ Risk
 - ▶ Governance
 - ▶ Human Resources and Labour Relations
 - ▶ IT
 - ▶ Communications/Development
 - ▶ Student Experience/Research

Comparators

- ▶ Examined seven other Ontario universities
(Nipissing, Guelph, Ottawa, Western, Lakehead, Laurier, Trent, York)

Observations

- ▶ All have significantly larger boards. **KEY POINT!**
 - ▶ Laurentian: 16, Nippissing 26, Guelph 24, Ottawa 32, Western 30, Lakehead 30, Laurier 34, Trent 26, York 32
- ▶ Most combine finance and property (or audit).
- ▶ All have governance.
- ▶ Audit and risk are combined.
- ▶ Nominating falls under another committee, usually governance.
- ▶ Executive has a broader mandate, e.g. HR
- ▶ Property/plant combined with finance.

Proposal

- ▶ Create Governance. Fold in Nominating. (Recommended by Nous.)
- ▶ Merge Finance with Property & Planning.
- ▶ Merge the two HR committees.
- ▶ Enhance Audit with risk and IT. (Recommended by Nous.)
- ▶ Eliminate Executive.
- ▶ Eliminate Research Ethics Board Liaison Committee

- ▶ **Result.**
 - ▶ **Standing Committees = 9 reduced to 5**

Other Committees Remain Unchanged

- LUNEC, Research Ethics Board, Honorary Degrees, Pension, Alumni Assoc.

Proposal

BEFORE (# of members)

Finance (9)

Audit (8)

Nominating (4)

Executive (8)

Property Dev. & Planning (6)

Bilingualism (8)

Senior Mgmt. Review & Comp. (4)

Staff Relations (4)

Research Ethics Board Liaison (8)

AFTER

Finance and Property (5)

Audit and Risk (5)

Human Resources (5)

Governance and Nominating (5)

Bilingualism (8)

SIZE

4 and 5 voting members

Mandates

Finance and Property

- Budget and financial planning
- Financial oversight
- Investments, pensions & endowment
- Buildings and land
- Large cap. expenditures
- Campus plan

Audit and Risk

- Annual audit
- Auditors
- Financial accuracy
- Enterprise risk
- IT
- Whistleblowers

Governance

- Board performance
- Governor performance
- Nominations
- Governor onboarding
- Board development

Human Resources

- All HR matters
- Pres. and senior mgmt. review
- Workplace culture
- Recruitment and retention
- Salary grids
- Collective bargaining

Process

- ▶ No Change to LU Act
- ▶ New Committee Structure:
 - ▶ Board by-law change
 - ▶ Two public board meetings
 - ▶ First: Provide notice. Special meeting. May 2023
 - ▶ Second: Approve with 2/3 majority. Regular board meeting. June 2023
- ▶ New Terms of Reference
 - ▶ Resolution of the board.
 - ▶ Allows new committees to create and finalize their terms of reference

Consultations: Executive committee
 Management
 Full board

BOARD OF GOVERNORS

Agenda Title	Appointment of Vice-Chair, Board of Governors
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Date:	June 16, 2023
Agenda Item Number:	10.1
Open/closed session:	OPEN

Action Requested	<input checked="" type="checkbox"/> For Approval <input type="checkbox"/> For Information
Proposed by:	Board Nominating Committee
Presenter(s):	Laura Kurkimaki, Acting Chair (Nominating Ctte) Mark Johnson, University Secretary (Interim)

1. PURPOSE

To fill the position of Board Vice-Chair which is currently vacant due to early departure. The Vice-Chair of the Board is an ex-officio voting member of all Board Standing Committees.

2. SYNOPSIS

In accordance with the General Board Bylaws (Section 11), *“the Board shall elect and appoint a Vice-Chair following a recommendation from the Nominating Committee and any additional nominations submitted by Board members at large. The term of the Vice-Chair shall be generally for one (1) year and no more than two (2) years. Where a vacancy arises during the fiscal year, the Board may elect a Vice-Chair to complete the term of the departed Vice-Chair.”*

At the Board’s Annual General Meeting on June 16, 2023, the Nominating Committee is called upon to present its recommendation to the Board for the election and appointment of a new Vice-Chair.

This position has remained vacant since the early departure of Mr. Robert Brouillette, who served as Vice-Chair until December 16, 2022. Regular discussions and progressive outreach by the (NC) to fill the position vacancy have been guided by the Nominating Committee Terms of Reference and in alignment with the annual membership replenishment steps.

In consultation with Nominating Committee members, the consensus was that Governor James (Jim) Gallagher, having confirmed his interest and willingness to stand for nomination, would advance in the election and appointment process.

3. RESOLUTION TO CONSIDER:

BE IT RESOLVED:

THAT the Board of Governors, upon the recommendation of the Nominating Committee, elect James Gallagher as Vice-Chair of the Board of Governors for a period of one year, commencing July 1, 2023 and ending at the close of June 30, 2024, as presented at its meeting of June 16, 2023.

4. RISK ANALYSIS

Please note below the specific institutional risk(s) this proposal is addressing.	
<input type="checkbox"/> Enrolment Management <input type="checkbox"/> Faculty and Staff <input type="checkbox"/> Funding and Resource Management <input type="checkbox"/> IT Services, Software and Hardware <input checked="" type="checkbox"/> Leadership and Change <input type="checkbox"/> Physical Infrastructure	<input checked="" type="checkbox"/> Relationship with Stakeholders <input checked="" type="checkbox"/> Reputation <input type="checkbox"/> Research Enterprise <input type="checkbox"/> Safety <input type="checkbox"/> Student Success

5. ALIGNMENT WITH STRATEGIC OBJECTIVE

Executive leadership renewal.

A Background/Issue Description

Through the continued efforts of the Nominating Committee, the Board of Governors is striving to fill current Board vacancies with a broad and diverse lens to help promote good governance.

B Benefits

The role of the Vice-Chair is, from time to time, to step in on behalf of the Chair during periods of absence or in the instance when the Chair chooses to abstain from meeting discussion due to a declared conflict of interest.

C Consultations

- Board Nominating Committee – February 1, 2023
- Board Nominating Committee – March 23, 2023
- Board Nominating Committee – May 10, 2023
- Board Nominating Committee – June 7, 2023

D Next Steps

A working timeline is provided below:

Board Vice-Chair Renewal

Notice of Vacancy:	By the NC in keeping with the in-year/annual renewals	April 28, May 5
Recommendation:	Proposed by the (NC)	May 24, 2023
Election:	Held by the Board of Governors as final approver	June 16, 2023
Term Duration:	Upon approval, the Board Vice-Chair’s 1-year term runs July 1 2023 to June 30, 2024	July 1, 2023

E Appendices

N/A



TO: Board of Governors

FROM: Dominic Beaudry, Associate Vice-President Academic and Indigenous Programs (AVPAIP)

CC: Martin Bayer, Chair of LUNEC
Angela Recollet, Board Representative to LUNEC

DATE: May 10, 2023

RE: Report on LUNEC meetings– February 9, 2023, March 9, 2023, April 13, 2023.

1. The AVPAIP welcomed Angela Recollet as the new Board of Governor representative on LUNEC during our February 9th meeting. Martin Bayer is also the Sudbury Urban Indigenous representative on LUNEC and he is also the new chairperson (as per CM 23-03 Motion) for the committee.
2. LUNEC discussed the requirements and needs for Indigenous student and family housing at its February meeting and the interim president will review.
3. LUNEC reviewed the inclusion of Indigenous representatives for the evaluation and selection of senior academic administrators during the February meeting; this was reviewed at the Board of Governors June 2022 meeting.
4. LUNEC reviewed the MCU-ISSF budget in February and everything is on track.
5. The AVPAIP provided the January monthly report to LUNEC in February.
6. A proposal was submitted to Heritage Canada and supported by LUNEC for funding of the planned events for National Day for Truth and Reconciliation 2023.
7. At the LUNEC meeting in March the LUNEC committee reiterated the immediate needs for Indigenous and family housing.
8. The AVPAIP shared that he met with all Indigenous programs on March 3rd to review space and facility requirements and the consensus was to move to the 2nd floor of the RD Parker building.
9. LUNEC supports the requirements for Indigenous office space consolidation and that it be close to the Indigenous Sharing and Learning Centre in the RD Parker building. Currently the old book store space on the 2nd Floor of RD Parker is being explored. and for the AVPAIP offices to also be relocated to the 2nd floor.
10. LUNEC reviewed the MCU-ISSF budget update in March and the financial expenditures are on track.

11. The AVPAIP provided the February monthly report to LUNEC in March.
12. LUNEC sent a letter to the Vice-President of Academic & Provost on January 20, 2023 regarding faculty and staff requirements and being short staffed; LUNEC is requesting an update.
13. During its March meeting Dr. Kevin Fitzmaurice provided LUNEC members with a presentation on the planning associated with creating the Bachelor of Arts in Indigenous Interdisciplinary Studies.
14. Dr. Susan Manitowabi provide LUNEC a presentation on the Bachelors of Indigenous Social Work Program and the accreditation plans for March 28th and 29th, 2023.
15. Dr. Susan Manitowabi shared preliminary meetings to plan for a future graduate degree in Master of Indigenous Social Work.
16. At its March LUNEC meeting Roch Gallien (Special Advisor of Francophone Affairs) shared the plans for expanding the Bachelor of Education program at Laurentian University. He believes that LU should explore the Indigenous Teachers Education Program.
17. At its April LUNEC meeting Dr. Kevin Fitzmaurice requested a support letter from LUNEC for the planned Bachelor of Arts in Indigenous Interdisciplinary Studies program. Dr. Susan Manitowabi also requested a support letter for a planned Master of Indigenous Social Work program.
18. LUNEC members continue to express their concerns with the lack of Indigenous representation on senior administration selection and hiring committees. LUNEC would also like to have the AVPAIP on the President's Executive Committee as this was the case in the past.
19. The AVPAIP shared with LUNEC that he is on the Laurentian University Transformation Consultation Group (TCG).
20. The Vice-President of Academic & Provost requested that a proposal be submitted for the Building Reconciliation Forum 2024; the AVPAIP's office will prepare for a submission.
21. The AVPAIP provided the March monthly report to LUNEC in April.
22. The AVPAIP shared that the Indigenous Programs along with LUNEC will be meeting for a Strategic Business Planning session on April 27th. This plan can be used to inform the Laurentian University Strategic Plan and Transformational Plan.
23. LUNEC received an update from Dr. Kevin Fitzmaurice regarding the Anti-Racism Policy and that the committee consulted with students, faculty and staff.
24. LUNEC received and update from Dr. Linda Ambrose regarding the future plans for the cairn on campus. Her group would like to designate the cairn as a national historic site.
25. Jeffrey Bangs, LU Board Chair, provided a LUNEC update on the presidential search committee, review of the Board of Governors composition, proportional representation, and future structural changes and looking at the board by-laws and LU Act.



BOARD AUDIT COMMITTEE

SUMMARY OF COMMITTEE INFORMATION REPORTS

The Audit Committee met on Monday, May 15, 2023 at 4:30 PM (via Zoom)

1. Status of Implementation of External Audit Recommendations

Interim Vice-President, Finance and Administration, Mr. Michel Piché, provided a status update regarding various steps undertaken by the University to address, mitigate, and implement solutions in response to External Auditors recommendations. In his report, Mr. Piché reviewed the status of progressing actions and success of completed outcomes.

2. Enterprise Risk Management Framework Update

Laurentian's Risk and Insurance Specialist, Tony Lackey joined Michel Piché in a comprehensive presentation on the *Workplan for Review and Development of Enterprise Risk Management Program*. Members received a detailed description about Risk, Risk Management, Enterprise Risk Management (ERM) and Benefits of ERM. Mr. Lackey outlined the early components of an ERM Work Plan that included key progressive steps towards the drafting of a new Risk Management Policy and a Risk Management Framework.

3. Progress of FY2022-23 Financial Statements and Annual Report

Mr. Piché joined by Associate Vice-President, Finance Services, Mr. Normand Lavallée provided Members with detailed plan to prepare and complete the 2022-23 Financial Statements and Audit Report in accordance with the Canadian accounting standards for not-for-profit organizations by the university's management. Members reviewed a detailed workplan of tasks, responsibility, and timelines needed to complete the Financial Statements and Audit Report.

4. Critical Faculty Road Map

Audit Members received a verbal briefing by Interim President and Vice-Chancellor, Sheila Embelton, regarding the recruitment activity currently underway to support faculty hires and decanal searches. She noted the ongoing consultative steps taken by Management to foster communication and promote dialogue among faculty, staff, and other key stakeholders.

5. Draft 2023-24 Annual Work Plan of the Audit Committee

Committee members were presented with a Working Draft of the 2023-24 Committee Work Plan for the purposes of board agenda management in the 2023-24 academic year and asked for feedback. A final version will be provided to the Members at the first meeting in Board Cycle 1 (Fall 2023).

Prepared for: James Bartrop, Acting Chair, Board Audit Committee
By: Office of the University Secretary



BOARD EXECUTIVE COMMITTEE

SUMMARY OF INFORMATION REPORTS

The Executive Committee met on Monday, May 15, 2023 at 6:00 PM (via Zoom)

1. **Status of Five-Year Rotational Schedule of Laurentian University Student Associations**

Interim University Secretary, Mr. Mark Johnson, discussed the timing required establish a new 5-year rotational schedule of voting/non-voting student representatives on the Board of Governors. Mr. Johnson provided a detailed synopsis regarding the annual student board membership turnover and future steps in collaboration with the LU Student Associations (SGA, GSA, and AEF)

2. **Draft Framework and Action Plan for Restructuring of the Standing Committees of the Board of Governors**

Supported by a detailed power-point presentation, Mark Johnson provided a comprehensive synopsis regarding the proposal to restructure the current Board Standing Committees framework. In his presentation, he described the rationale and key drivers of the substantive changes intended to improve board committee responsiveness and functionality by streamlining the existing committee structure.

3. **President's Report (oral update)**

Interim President and Vice-Chancellor, Dr. Sheila Embleton, reported on successful recent University hires, new and ongoing executive searches, and the 2023-24 budget planning and rollout. She updated members on special recognition and community events taking place on Laurentian Campus which included Spring Convocation 2023, and respectfully, the University's Day of Mourning.

Dr. Embleton highlighted the campus presence of *Deloitte* and relevant initiatives underway to steward the University's restructuring and transformation. She added that *StrategicCorp* will proceed shortly and throughout the summer with extensive consultation to navigate institutional strategic planning.

3. **Provost's Report (oral update)**

Interim Provost and Vice-President, Academic, Dr. Brenda Brouwer summarized active decanal recruitment that included the recent hire of a new Dean of Arts. She highlighted the collaborative work with Deans and Faculties throughout during the University's annual budget planning. Dr. Brouwer highlighted a Laurentian Faculty Recognition Event to be held on June 15, 2023 to acknowledge faculty excellence and achievement. She added that the special celebration has been aligned with the Board of Governors professional development day.

4. **DRAFT 2023-2024 Annual Work Plan of the Executive Committee**

Committee members were presented with a Working Draft of the 2023-24 Committee Work Plan for the purposes of board agenda management in the 2023-24 academic year and asked for feedback. A final version will be provided to the Members at the first meeting in Board Cycle 1 Fall 2023).

Prepared for: Board Executive Committee
By: Office of the University Secretary



BOARD FINANCE COMMITTEE

SUMMARY OF INFORMATION REPORTS

The Finance Committee met on Tuesday, May 23, 2023 at 6:00 pm (via Zoom)

1. **Financial Update (Cash Flow, Financial Forecast, Enrolment, Planning Framework, Investment Returns, Pension and Endowments)**

A regular briefing was provided by the Vice-President, Finance and Administration, Michel Piché, Normand Lavalée, Associate Vice-President, Financial Services, and Shauna Lehtimäki, Director, Institutional Planning regarding the technical details which support the financial management of the University.

Members received a brief synopsis regarding various factors that have combined to create a positive variance in the university operating budget. Mr. Piché commented on a conservative planning forecast prepared during the CCAA process, an increase to current student enrollment numbers, and one-time COVID-related funding released to Laurentian post-CCAA by the Province in April 2023.

2. **Draft 2023-24 Annual Work Plan of the Finance Committee**

Committee members were presented with a Working Draft of the 2023-24 Committee Work Plan for the purposes of board agenda management in the 2023-24 academic year and asked for feedback. A final version will be provided to the Members at the first meeting in Board Cycle 1 (Fall 2023).

Prepared for: David Harquail, Chair, Board Finance Committee
By: *Office of the University Secretary*



BOARD NOMINATING COMMITTEE

SUMMARY OF COMMITTEE INFORMATION REPORTS

The Nominating Committee met on Wednesday, May 10, 2023 at 4:30 (via Zoom)

1. **Renewal Procedures and Next Steps - Appointment/Re-appointment of Board Chair and Board Vice-Chair positions**

Interim University Secretary, Mark Johnson, reviewed the procedures aligned to the election and appointments of a Board Chair and a Board Vice-Chair in accordance with the General Board Bylaws and the Nominating Committee Terms of Reference. Members engaged in a planning process to determine next steps in the process which included scheduling, consultation, and transition.

2. **Restructuring of the Board of Governors Standing Committees**

Mark Johnson provided a detailed presentation on the proposed Board Committee restructuring prepared by the University Secretariat. The initiative follows feedback by key stakeholders, including Governors and Management. His synopsis included the strategic drivers have guided this new initiative and presented a timeline for implementation subject to approval by the Board.

3. **Annual Student Turnover/Student Rotational Schedule (SGA, GSA, AEF)**

Members received an update regarding the annual turnover of student representatives to the Board of Governors. In his briefing, Mark Johnson explained the history of the student rotational schedule and the next steps to establish a new five-year rotational schedule to support the annual membership renewal process on the Board and across its committees as defined within the General Board Bylaws and individual Board Committees' terms of references.

4. **2022-23 Board Skills Matrix**

Members received a copy of the current Board Skills Matrix for their perusal.

5. **2022-23 Board Renewal Timeline**

Members received a copy of the current Board Renewal Timeline for their perusal.

Prepared for: Laura Kurkimaki, Acting Chair, Board Nominating Committee
By: Office of the University Secretary



BOARD PROPERTY DEVELOPMENT AND PLANNING COMMITTEE

SUMMARY OF INFORMATION REPORTS

The PDPC Committee met on Tuesday, May 23, 2023 at 4:30 PM (via Zoom).

1. **Jeno Tihanyi Pool Repair Exploration**

Director, Operations and Maintenance (Facilities Services), Pierre Fontaine, provided the Committee with a progress report on the continued exploration and consultation to determine the scope of repair and restoration of the Jeno Tihanyi Pool. The Committee will continue to be kept abreast of any new developments in this regard.

2. **Deferred Maintenance Projects**

Pierre Fontaine, joined by Vice-President, Finance and Administration, Michel Piché briefed members on the upcoming work and planning schedules associated with the 23/24 deferred maintenance projects, repairs, upgrades, programs and designs.

3. **Progress of Sale Strategy Regarding President's House**

Committee members received an update regarding the current RFP process used to determine a Real Estate Agent for the sale of the property. The briefing included a plan to ensure that furnishings and artwork residing in the property would be properly relocated according to University archiving procedures and in consultation with key stake-holders.

4. **DRAFT 2023-2024 Annual Work Plan of the Property Development and Planning Committee**

Committee members were presented with a Working Draft of the 2023-24 Committee Work Plan for the purposes of board agenda management in the 2023-24 academic year and asked for feedback. A final version will be provided to the Members at the first meeting in Board Cycle 1 (Fall 2023).

Prepared for: David Harquail, Chair
Board Property Development & Planning Committee
By: Office of the University Secretary