LAURENTIAN UNIVERSITY OF SUDBURY
Policy on Response and Prevention of Sexual Violence

Policy Owner:	General Counsel
Approval Authority:	Board of Governors
Approval Date:	October 16, 2026
Next Review:	October 2029
Review History	December 16, 2016 April 26, 2019 February 11, 2022 June 16, 2023

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 safer 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 andUniversities 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 family member, friend, acquaintance, staff member or faculty member.

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

5.5.1. “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.

5.5.2. “Sexual Harassment” means:

5.5.2.1. 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*);

5.5.2.2. 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;

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

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

5.5.2.5. 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;

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

5.5.3. "Sexual Misconduct" means, in relation to a Student of the University:

5.5.3.1. 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:

5.5.3.1.1. The act constitutes an offence under the *Criminal Code* (Canada);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;

5.5.3.1.2. 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;

5.5.3.1.3. 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.

5.6. "Survivor" refers to an individual who has experienced Sexual Violence.

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

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

5.7.2. 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;

5.7.3. Adjunct, visiting and emeritus professors; post-doctoral or clinical fellows; research trainees;

5.7.4. 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;

5.7.5. 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;

5.7.6. Employees of employee and student groups when on University property or while acting in a capacity defined by their relationship to the University;

5.7.7. Visitors, including visiting students and volunteers or persons who serve on advisory or other committees.

5.7.8. 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, work and thrive 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 trauma-informed, 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 and trauma-informed 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, gender identity and expression, sex and sexuality that undermine the safety of vulnerable populations including women and gender-diverse people. The University also recognizes that harmful myths and stereotypes can blame survivors and perpetuate a culture in which Sexual Violence is normalized, minimized, or excused.

6.8. A Student who, in good faith, reports an incident of, or makes a Complaint about, Sexual Violence, will not be subject to actions for violations of any University policies related to drug and alcohol use at the time the alleged 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/services/equity-diversity-human-rights/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 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 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.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.

8.3.4. 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.

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 tothe 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, Students, 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 marker, 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. 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.

11.12. 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.

11.13. 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.

11.14. 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.

11.15. The Notice of Decision shall be marked as "*Confidential*" and subject to the confidentiality provisions, below.

11.16. 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. Personal information is collected under The Laurentian University of Sudbury Act, 1960 and sections 16.1 and 17 of the Ministry of Training, Colleges and Universities Act, as necessary to administer the University's sexual violence support, safety, accommodation, complaint, investigation, decision-making, reporting and records functions. It will be used for those purposes. Questions may be directed to the Policy Owner.

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.