

**TITLE: Sexual Violence Procedure**

**Effective Date:** June 13, 2024

**Review Date:** July 1, 2026

**Approved By:** CEI

The Sheridan College Institute of Technology and Advanced Learning (“Sheridan”) is committed to providing a learning, working and living environment that is free from Sexual Violence and that is supportive of academic achievement and the dignity, self-esteem and fair treatment of everyone taking part in its activities. Sheridan seeks to foster a climate of mutual respect that reinforces opportunity and allows for each person to contribute fully to the development and well-being of the community. Sheridan will not tolerate any form of Sexual Violence as defined by the Sexual Violence Policy or applicable legislation.

This Procedure should be read in conjunction with Sheridan’s Sexual Violence Policy (the Policy). For Definitions, see Appendix A.

## 1. PURPOSE

The purpose of this Procedure is to:

- promote and support Sheridan’s commitment to providing a learning, working, and living environment at Sheridan that is free from Sexual Violence
- set out the procedures for Interim Measures, Complaints, corrective action, Appeals and Facilitated Resolution under the Policy.

## 2. DEFINITIONS

The definitions set out in the Sexual Violence Policy apply to this Procedure and are listed in Appendix A.

## 3. SCOPE

This Procedure applies to all Sheridan Community Members as set out in the Sexual Violence Policy.

This Procedure sets out the steps under the Policy relating to:

- i. Interim Measures
- ii. Investigation of Complaints and Sheridan-Initiated Investigations

- iii. Corrective Action
- iv. Appeals
- v. Facilitated Resolution
- vi. Record Keeping

#### **4. INTERIM MEASURES**

##### **4.1 When Interim Measures Can Be Imposed**

Interim Measures may be requested by a Survivor or imposed by Sheridan at any time following a Disclosure or formal Complaint.

For Sheridan to consider imposing Interim Measures on a Respondent, whether following a Disclosure or a Complaint:

- the particulars of the allegations and the name of the Survivor and Respondent must be shared with Sheridan
- the general nature of the request for Interim Measures and the Survivor's well-being needs and concerns relating to health and safety, and learning, working and/or campus-living must be provided to Sheridan, and
- the Survivor must consent to Sheridan sharing their identity and the general nature of the allegations with the Respondent.

Sheridan may also impose Interim Measures on a Respondent in the context of an anonymous or third-party report, to protect the safety of the Sheridan Community and/or protect the integrity of a Sheridan-initiated Investigation.

A request for the imposition of Interim Measures shall be made to the Centre for Equity and Inclusion (CEI) who will forward the request to the responsible Sheridan decision-maker under the Policy and Procedure.

If a request for the imposition of Interim Measures arising from an incident or incidents of Sexual Violence is made to any other person or office at Sheridan, the Sheridan Employee or office receiving the request for an Interim Measure shall: (1) refer the individual making the request to CEI; and (2) immediately notify CEI of the request.

For greater clarity, where the basis for imposing an Interim Measure relates to an incident or allegation of Sexual Violence, the Sexual Violence Policy and Procedure will have primacy.

##### **4.2 Responsible Decision-Makers for Implementing Interim Measures**

A decision to impose Interim Measures on a Student will be made by the Associate Vice President, Student Experience or their designate.

A decision to impose Interim Measures on an Employee will be made by one of: Human Resources, the Employee's Supervisor, or the head of the department.

Where Interim Measures are imposed, CEI shall be notified and a copy of the letter informing the Respondent of the Interim Measures will be provided to CEI by the responsible decision-maker (or their designate).

#### **4.3 The Criteria for Imposing Interim Measures**

The decision-maker responsible for imposing Interim Measures will consider the criteria for the decision set out in section 8 of the Policy.

#### **4.4 Procedure for Imposing Interim Measures**

Where the responsible decision-maker decides to impose Interim Measures, the Respondent will be notified of the decision as soon as possible after the decision has been made, and not longer than two (2) College working days following the decision. The notice will set out the Interim Measures imposed, a brief explanation for why they were imposed, and information on how the Respondent can respond.

Where possible, the responsible decision-maker (or their designate) will make reasonable efforts to obtain the views of a Student Respondent on the imposition of Interim Measures, prior to the measure being ordered, by contacting the Student directly or through the Student Affairs Liaison – Sexual Violence. Where Interim Measures are imposed without prior notice to the Student Respondent, the Student Respondent is entitled to request an immediate review of the Interim Measures, as set out below.

Where the Interim Measure is a suspension or campus ban, the responsible decision-maker will notify Campus Safety Services.

The Interim Measures imposed, and the duration of the Interim Measures, will be determined on a case-by-case basis, having regard to the relevant facts, the criteria for imposing Interim Measures set out in section 8 of the Policy, and the principles of Procedural Fairness, including whether the Interim Measures are imposed following a Disclosure or a Complaint.

Following the imposition of Interim Measures, the responsible decision-maker (or their designate) will review the Interim Measures periodically, as appropriate in the circumstances, to assess and confirm the ongoing need for the Interim Measures. The responsible decision-maker may consult, as appropriate, with CEI, the Student Rights and Responsibilities Office, the Sexual Violence Response Specialist, the Student Affairs Liaison - Sexual Violence and others in such a periodic review.

In all cases, Sheridan will take steps to minimize the impact of Interim Measures on the Respondent (and the Complainant as appropriate) to the extent possible.

If the Interim Measure is a suspension or campus ban in the context of a Complaint, CEI will conduct or facilitate an Investigation of the Complaint on an expedited basis.

#### **4.5 Request to Review or Modify Interim Measures**

At any time, the Survivor/Complainant or Respondent may request that Sheridan modify or remove Interim Measures. Such a request should be made to the responsible decision-maker.

Where there is a request to review or reconsider the Interim Measures, the other Party will be advised of the request within two (2) College working days of the request being made, and provided an opportunity to respond within seven (7) College working days, or a shorter period as appropriate. The responsible decision-maker will consider all information provided by the Parties and any other relevant circumstances. The responsible decision-maker will provide the Parties with their decision within fourteen (14) College working days of the request being made. The responsible decision-maker may summarily deny repetitive requests for reconsideration.

The responsible decision-maker will immediately notify CEI of any request to review or modify Interim Measures.

Where Interim Measures are imposed following a Disclosure, no Complaint is initiated, and the Respondent does not consent to the extension of the Interim Measures, Sheridan may lift or modify the Interim Measures, as appropriate, and the Respondent may request their removal or modification, in accordance with the principles of Procedural Fairness.

#### **4.6 Interim Measures May Remain in Place Indefinitely Following a Disclosure on Consent of the Respondent**

Interim Measures may remain in place indefinitely where:

- a Disclosure but no formal Complaint has been made and no Investigation initiated
- the Interim Measures meet the needs of the Survivor and the Survivor consents
- the Respondent consents to the continuation of the Interim Measures, and
- the Interim Measures address Sheridan's commitments to promoting and sustaining a campus free from Sexual Violence.

### **5. COMPLAINT PROCESS**

#### **5.1 Filing a Formal Complaint**

A Sheridan Community Member who has experienced Sexual Violence may file a formal Complaint with the Centre for Equity and Inclusion under the Sexual Violence Policy.

If a Sheridan Community Member is unsure about proceeding with a formal Complaint and/or has questions related to options for reporting at Sheridan, they are encouraged to contact the Sexual Violence Response Specialist at 905.845.9430 ext. 8430 or [svrs@shericancollege.ca](mailto:svrs@shericancollege.ca). If a Sheridan Community Member has questions about the Complaint process, they may also contact the CEI office directly at:

- **phone:** 905.845.9430 ext. 2229
- **email:** [equity@shericancollege.ca](mailto:equity@shericancollege.ca)

A formal Complaint is not required to obtain supports, services or Accommodations from Sheridan.

A formal Complaint to Sheridan is generally made in writing and will include the details of the nature of the allegations (date, time, place, outline of events), along with any supporting information (such as documents or names of witnesses). Sheridan Community Members may

also meet with staff in the CEI office to provide their information verbally, which will be put in writing by CEI staff and confirmed by the Complainant (or third-party reporter). A Complaint can also be initiated by using the on-line form or by sending a detailed email to CEI.

**Please note that CEI does not handle emergency situations. Please contact Campus Safety Services at 905.815.4044 or 911 for emergency assistance and during non-business hours.**

If a Complainant has not already accessed Accommodations or supports at the time of filing a Complaint with CEI, they will be referred to the SVRS to ensure Accommodations and supports are in place. The SVRS or other CEI staff may also explain the process for Interim Measures with the Complainant.

## **5.2 Investigation Process**

If a formal Complaint falls within the scope and jurisdiction of the Policy, Sheridan will appoint an Investigator or team of Investigators to investigate the Complaint. The Investigator may be internal or external to Sheridan. The Investigator will have training or expertise in gender-based violence and Sexual Assault law, trauma-informed practice and Procedural Fairness.

A Respondent is entitled to know the allegations against them and the particulars of the Complaint, and to have the opportunity to respond. Likewise, statements made by a Respondent or their witnesses may be disclosed to a Complainant for their response.

### 5.2.1 Evidence

Complaints are investigated by interviewing Complainants, Respondents, witnesses, and other individuals who may have information pertinent to the Investigation, and by reviewing any available documentation, including publicly available information (e.g. on the internet) and/or social media communications.

The Investigator has the authority to request and/or access information and evidence relevant to the Complaint held by Sheridan, including, but not limited to:

- Documents and records held by Sheridan (as defined by the *Records and Information Management Policy*)
- Information stored on telephone and computer systems (including hardware, software for which Sheridan is the licensee or owner, and file/data storage space in accordance with appropriate Sheridan protocols)
- Photographs and audio or video recordings (such as phone messages, or security camera video)

The Investigator may also request that the Parties produce relevant information, such as digital communications between the Parties and/or posted on social media platforms. An adverse inference may be drawn by an Investigator where a party refuses to provide relevant documents to the Investigator.

### 5.2.2 Duty to Cooperate

Respondents have a duty to cooperate in an Investigation. A failure to participate in an Investigation may result in an adverse inference being drawn against the Respondent by the Investigator and/or findings being made solely on the basis of the evidence of the Complainant.

### 5.2.3 Investigation Timelines

An Investigation report will be completed as soon as practicable, having regard to the complexity of the case, number and availability of witnesses, and other factors. In the event of a significant delay (i.e. more than ninety (90) College working days), the Complainant and Respondent will be notified of the delay and any extenuating circumstances that led to the delay.

The Investigator may set timelines for individuals to respond to requests for interviews or for the production of relevant documents in an effort to ensure that the Investigation is completed in a timely manner, in compliance with the Policy and this Procedure.

### 5.2.4 Investigation Report

The Investigator will consider all information gathered, will making findings of fact and will determine, on a balance of probabilities, whether or not there has been a breach of the Policy.

At the conclusion of the Investigation, the Investigator will prepare a draft summary of the report that will be reviewed with each of the Parties detailing:

- allegations giving rise to the Complaint
- sections of the Policy that have allegedly been violated
- findings of fact
- the Investigator's findings on whether the policy has or has not been breached, and
- the Investigator's recommendation regarding whether corrective action is appropriate.

The Parties will be given five (5) College working days to provide feedback in writing to the Investigator on the draft summary of the report, should they choose. It is not mandatory that the Parties provide further feedback, but is an opportunity for them to be heard on the findings of fact and breach, and the recommendations on corrective action.

CEI will provide a final summary of the Investigation report to the Parties and, where a finding of breach is made, will provide the final Investigation report to the appropriate Vice-President, or their designate.

Where a final report finds no breach of the Policy, the matter shall be considered resolved (subject to the outcome of any Appeal or grievance arbitration), and no information shall be forwarded to Human Resources or Student Affairs, or placed in the official Employee or Student file of either/any of the Parties.

## **5.3 Withdrawing a Complaint**

A Complainant has the right to withdraw a Complaint at any stage in the process. However, Sheridan may continue to act on the issues identified in the Complaint as required by the Policy, other Sheridan policies, in the interests of the Sheridan community, for health and safety reasons, or as otherwise required by law.

## **5.4 Support Persons for Parties**

A Complainant, Respondent or witness (the Participant) involved in the resolution processes outlined in this Procedure is entitled to seek assistance, support or representation from a person of their choice (who is not connected to the resolution process), such as a union observer/representative, or other Support Person. A potential witness to the proceeding may not serve as a Support Person. The Support Person must maintain confidentiality.

A Support Person's role is to provide support to the Participant, but they cannot provide evidence on behalf of the Participant. The Participant is required to present information independently. A Support Person may not:

- communicate with Sheridan on behalf of the Participant, except in relation to procedural questions
- address the allegations on behalf of the Participant
- be disruptive and/or cause unreasonable interference in the Complaint Investigation or related process.

## **5.5 Costs**

For Students who require language interpretation to participate in a CEI Complaint Investigation, Facilitated Resolution, Interim Measure or Appeal process under this Policy, Sheridan will, in appropriate cases, pay the reasonable costs for interpretation services.

Any other costs incurred by the Parties under this Policy and Procedure are their own responsibility. CEI will attempt to conduct processes that allow Parties to participate (intakes, interviews, etc.) at the preferred location of the Parties.

## **6. CORRECTIVE ACTION**

Where the recommendation in a final Investigation report includes any corrective action, the responsible decision-maker under this Policy and Procedure shall determine whether any corrective action should apply, subject to any rights an individual may have under a Collective Agreement or contract with Sheridan.

Section 10 of the Sexual Violence Policy provides examples of possible corrective action. Any individual who is found to have violated the Policy, including in relation to their conduct in the Investigation (e.g. Reprisal), may be disciplined up to and including dismissal, non-academic expulsion or debarment.

Where the corrective action is a suspension or campus ban, the responsible decision-maker will notify Campus Safety Services.

### **6.1 Who Decides Corrective Action**

Corrective action for Employees shall be determined by the appropriate Vice-President (or designate), in consultation with Human Resources, and in accordance with applicable Collective Agreements or contracts with Sheridan where relevant.

Corrective action for Students shall be determined by the Associate Vice President, Student Experience or their designate.

## **6.2 Written Confirmation of Corrective Action**

The Sheridan Official responsible for determining corrective action (or their designate) shall prepare a letter in writing setting out the corrective action ordered, including the reasons and the information relied on in making the decision.

A copy of the decision letter on corrective action shall be provided to CEI for official data-collection and reporting purposes.

The determination of corrective action shall be made, and the decision letter shall be provided to the Parties and CEI, within five (5) College working days of the Sheridan Official's receipt of the Investigation Report, unless extenuating circumstances require more time, in which case the Parties will be informed of any delay.

## **6.3 Implementation of Corrective Action**

The appropriate Vice-President (for Employees and others) and the Vice-Provost, Student Experience and Enrolment Management or their designate (for Students), may work with and delegate to the necessary departments (e.g., Human Resources, Student Affairs, Campus Safety Services, or the Centre for Professional and Organizational Development) in order to implement any corrective or disciplinary actions and manage the circumstances resulting from the Investigation.

Any corrective action that has or will be taken as a result of an Investigation will be relayed to the Complainant and to the Respondent in accordance with any relevant legislation, including the *Occupational Health and Safety Act*, Collective Agreements, and other applicable information-sharing protocols.

## **7. APPEALS**

Employees and Students of Sheridan may request to appeal a finding of breach of the Policy, as set out below.

A request to Appeal a finding on corrective action is available to the Parties only in cases involving a Student Respondent.

An Appeal of the Investigator's finding regarding whether there was (or was not) a breach of the Policy, an Appeal of corrective action imposed on a Student, may be made in writing by either the Complainant or Respondent to the Vice-President, Inclusive Communities ([vpinclusivecommunities@sheridancollege.ca](mailto:vpinclusivecommunities@sheridancollege.ca)) or their designate, within ten (10) College working days of the submitting party having received the final report summary and/or the decision on corrective action.

An Appeal of the Investigator's finding regarding whether there was a breach of the Policy must include a statement of the reasons for a review based on one or more of the following grounds for appeal:



- there was a fundamental procedural error that caused prejudice to the party seeking the appeal
- all factors relevant to the Complaint were not reasonably considered and the finding is therefore not supported by the facts and reasons contained in the Investigation report
- there was a failure to comply with applicable legislation, or
- relevant evidence emerged that was not available before the decision-making process was completed.

In addition to the above grounds, an appeal of corrective action imposed on a Student may be made on the basis that the corrective action imposed was unreasonable.

An Appeal may be dismissed by the Vice-President, Inclusive Communities (or designate) where the written request for an Appeal does not establish grounds of review.

The Complainant and Respondent will be informed that an Appeal has been filed and will be given an opportunity to reply if it appears that there are adequate grounds to review the Investigation and its findings. The Party responding to the Appeal will be given seven (7) College working days to make submissions, should they choose, which timeline may be extended in appropriate circumstances.

A panel of three impartial reviewers who are not familiar with the matter shall be appointed by the Vice-President, Inclusive Communities to hear an Appeal. Where the matter involves a Student, the panel will include the Vice-Provost, Student Experience and Enrolment Management or their designate.

The disposition of the Appeal will be communicated to the Parties in writing within twenty (20) College working days.

Where a grievance has been filed, an Appeal under this procedure may be suspended or may be dismissed altogether.

There is no Appeal process under the Sexual Violence Policy or the Sexual Violence Procedure for Work-Integrated Learning Partners, suppliers, contractors, volunteers or visitors.

The Vice President, Inclusive Communities, shall notify CEI when an Appeal has been filed and when an Appeal has been determined, including providing CEI with a copy of the Appeal decision.

## **8. COMPLAINTS INVOLVING THE CENTRE FOR EQUITY AND INCLUSION**

A Complaint against a staff member of CEI may be brought to the Office of the President who shall oversee the application of this Procedure to the Complaint.

## **9. FACILITATED RESOLUTION**

At any time, a Survivor/Complainant or Respondent may request that Sheridan conduct a Facilitated Resolution in connection with an incident(s) of Sexual Violence.

The request for a Facilitated Resolution shall be made to CEI.

CEI will decide whether a Facilitated Resolution is appropriate in the circumstances. Facilitated Resolution is only available where both Parties consent.

Facilitated Resolutions will be conducted by persons trained in Sexual Assault law, gender-based violence, trauma-informed practice, and alternative processes in Sexual Violence cases. The goals of Facilitated Resolution are acknowledgment of harm and acceptance of responsibility by the Respondent, safety and healing for the Survivor, remediation and education.

A Survivor or Respondent may withdraw from the Facilitated Resolution process at any time and any information shared or admissions or acknowledgements made in the process cannot be used against the other Party in a formal Complaint under this Policy or any other proceeding.

Where a Facilitated Resolution occurs prior to or during the course of a Complaint Investigation, the Sheridan facilitator will not be involved in the Investigation, unless the Parties expressly agree.

## **10. RECORD KEEPING**

CEI will retain documentation related to all Complaints in its secure filing system for thirteen (13) years from the date that the file is closed.

### **10.1 Students**

Where a Survivor/Complainant shares that they have experienced Sexual Violence (e.g. through a Disclosure or a formal Complaint), no record of this will be kept in that Student's file, on their transcript, or in any other Sheridan documentation relating to that Student.

#### 10.1.1 Transcript Notations

When corrective action of Non-Academic Suspension and/or Non-Academic Expulsion is imposed on a Student Respondent, a notation will appear on the Student's official transcript as follows: "Non-Academic Suspension: 1 to 3 years" (depending on the corrective action implemented) and "Non-Academic Expulsion: lifetime." The corrective action will be a permanent part of the Student record.

Removing transcript notations for Non-Academic Suspension and Non-Academic Expulsion will be handled as follows:

- a. Non-Academic Suspensions: Following the completion of time for a Non-Academic Suspension, the transcript notation referencing the suspension will be expunged from a Student's official transcript.
- b. Should a Student wish to return to Sheridan after the completion of time for the Non-Academic Suspension, re-enrolment will only be considered once all conditions for return have been met. Notations/comments in the official record will remain.
- c. Non-Academic Expulsions: The record of expulsion shall be noted on a Student's official transcript indefinitely, unless a student requests to have their notation expunged no sooner than five (5) years after the date of expulsion by:
  - i. stating the reasons why the notation should be expunged
  - ii. stating what they have done to address the behaviour that led to their expulsion, and

- iii. providing any requested documentation.

Such requests are to be made to the Vice-Provost, Student Experience and Enrolment Management or their designate who will consult with the Provost and Registrar in making this decision. Notations/comments in the official record will remain.

## **10.2 Employees**

Where a formal Complaint has been substantiated against an Employee, a record of any corrective action will be placed in the Respondent's personnel file in accordance with applicable Sheridan policies and/or Collective Agreements. No record or paperwork related to the Complaint will be kept in the personnel file of the Employee who brought the Complaint forward.

Records will be protected by applicable privacy legislation and may be subject to disclosure under such legislation or by law.

## **11. RESPONSIBLE OFFICE**

The Responsible Office is the Centre for Equity and Inclusion.

## **12. RELATED DOCUMENTS**

[Sexual Violence Policy](#)

[Code for Professionalism and Civility](#)

[Discrimination and Harassment Policy and Procedures](#)

[Student Code of Conduct](#)

[Health and Safety Occupational Health and Safety Policy](#)

[Workplace Accommodation Policy](#)

## Appendix A

### DEFINITIONS

**Accommodation:** For the purpose of this Policy, an Accommodation (whether academic, employment or otherwise) is a means of supporting Survivors of Sexual Violence and/or others affected by Sexual Violence. Accommodations are intended to remove barriers that impede full participation and access to Sheridan. An Accommodation is not a courtesy or a favour, nor is it a lowering of academic or employment standards. Accommodation is the recognition that individuals may require some adjustments in order to support their performance on the job or in the classroom. Sheridan and its Employees have a legal duty to accommodate. Breaches of the duty to accommodate may constitute a form of discrimination and, as such, may be subject to the same consequences as substantiated complaints of discrimination and harassment under Sheridan's *Discrimination and Harassment Policy and Procedure*.

**Appeal:** A process to address a formal disagreement with a decision made under this Policy. Section 7 of the Sexual Violence Procedure sets out the types of decisions that may be appealed, by whom and to whom.

**Balance of Probabilities:** The findings and conclusions in an Investigation under this Policy and Procedure are made using the standard of a Balance of Probabilities, which is the standard of proof used in all civil and administrative matters, including professional discipline, labour and employment law and human rights law, to establish whether discrimination, harassment and/or Sexual Violence has occurred. It is the determination of whether it is more likely than not that the allegations have occurred. The standard of a Balance of Probabilities is a civil standard and should not be confused with the standard of "Beyond a Reasonable Doubt", which is the higher standard used in criminal cases because of the risk of imprisonment faced by the accused.

**Centre for Equity and Inclusion (CEI):** For the purposes of this Policy, CEI is the office that receives and investigates Complaints and, where appropriate, conducts Facilitated Resolutions under this Policy. CEI, through the Sexual Violence Response Specialist, is also responsible for developing and coordinating Sexual Violence education and prevention activities on-campus, identifying systemic issues and barriers, providing guidance and advice to Sheridan on effective strategies to identify, address and prevent Sexual Violence at Sheridan, and preparing an Annual Report on Sheridan's Sexual Violence education, prevention, support and Investigation activities.

**Complainant:** An individual who brings forward a Complaint that alleges that an incident of Sexual Violence has taken place, pursuant to the Policy and its Procedure.

**Complaint:** The sharing of information about an incident or pattern of incidents or behaviour that is believed by the Complainant to contravene the Policy and its Procedure, which information is shared for the purpose of initiating an Investigation process under this policy that could result in corrective action.

**Consent:** The voluntary and explicit agreement to engage in the sexual activity in question. It is the act of willingly agreeing to engage in specific sexual behaviour and requires that a person is able to freely express "yes". This means that there must be an understandable exchange of affirmative words, which indicates a willingness to participate in mutually agreed upon sexual activity. Along with a clear understanding of the definition of Consent, it is imperative that everyone understands the following additional information about Consent:

- Consent must be obtained at the outset and at all stages of sexual activity on an ongoing basis
- it is the responsibility of the initiator of sexual activity to ensure that clear and affirmative responses are communicated at all stages of sexual engagement
- a person can withdraw Consent at any time, including during the course of a sexual encounter
- Consent cannot be assumed from silence, the absence of a “no”, passivity, immobility or an absence of resistance
- a person is incapable of giving Consent if they are asleep, unconscious, unable to communicate or otherwise incapacitated as set out below
- a person is incapable of giving Consent if their judgment is impaired such that they cannot appreciate the risks or consequences of the sexual act; a person does not have the capacity to give Consent when they cannot appreciate the who, what, when, where, why, or how of the sexual activity; it is the responsibility of the person initiating or continuing sexual contact to ensure that the sexual partner has the capacity to Consent
- a person who has been threatened, intimidated or coerced (i.e. is not agreeing voluntarily) into engaging in the sexual activity is not consenting to it
- the fact that Consent was given in the past, whether on that day or night or on a previous occasion, does not imply contemporary, ongoing or future Consent
- Consent cannot be given on behalf of another person
- an individual cannot rely on their own subjectively held (mistaken) belief that the other person is communicating Consent, but must take active and ongoing reasonable steps to confirm that Consent
- a Respondent’s self-induced intoxication is not a defence to sexual contact without Consent.

**Age of Consent for Sexual Activity:** In Canada, children under twelve (12) can never legally Consent to sexual acts. Sixteen (16) is the legal age of Consent for sexual acts. There are variations on the age of Consent for adolescents who are close in age between the ages of twelve (12) and sixteen (16). Twelve (12) and thirteen (13) year-olds can Consent to have sex with other youth who are less than two (2) years older than themselves. Youth who are fourteen (14) and fifteen (15) years old may Consent to sexual involvement that is mutual with a person who is less than five (5) years older. Youths sixteen (16) and seventeen (17) years old may legally Consent to sexual acts with someone who is not in a position of trust or authority and there is no exploitation or relationship of dependency. It is the initiator’s responsibility to know if the person they are engaging with sexually falls within the age of Consent.

**Debarment:** The state of being excluded from enjoying certain rights, privileges or practices at or with Sheridan, due to allegations of impropriety (e.g. Sexual Violence). This could include, for example, suspending or terminating Sheridan’s relationship with a Work-Integrated Learning Partner, due to concerns raised under this Policy.

**Disclosure:** A Disclosure refers to a Survivor or witness sharing information about an experience, incident or possible incident of Sexual Violence. Survivors and others are encouraged to Disclose to the Sexual Violence Response Specialist, who provides trauma-informed support and information on the options following a Disclosure, including academic or employment Accommodations or supports, information about reporting options within Sheridan,

and community referrals, as appropriate. A Disclosure is different than a Complaint and does not initiate a Complaint Investigation by Sheridan.

**Employee** includes a person under the employ of Sheridan either: on a full-time, ongoing basis under the terms of the Academic Employees Collective Agreement, the Support Staff Collective Agreement, the Part-Time Support Staff Collective Agreement, or the Terms and Conditions for Administrative Employees; on a less than full-time, and/or temporary basis under the terms of an employment agreement; on a cooperative or work-term placement educational training program; as a Student Employee; and/or on a volunteer basis. Employee also includes the term “Worker” as it is defined, for the purposes of “Workplace Harassment” protections, under the *Occupational Health and Safety Act*.

**Facilitated Resolution:** A guided and supported approach to resolving situations of tension and conflict, typically as an alternative to the formal Investigation process. Section 14 of this Policy sets out considerations and requirements in determining whether a Facilitated Resolution Process is appropriate, and provides examples of Facilitated Resolution outcomes.

**Interim Measure:** A measure put in place, usually restricting the activities of the Respondent to a Sexual Violence Disclosure or Complaint. The purpose of Interim Measures is protective and not disciplinary. Interim Measures may be imposed to:

- meet the needs of Complainants who Disclose or file a Complaint about Sexual Violence
- protect the Survivor or any other Member of the Sheridan Community from a potential risk of harm
- maintain the integrity of a Sheridan Investigation
- discourage or prevent retaliation
- minimize disruption to the learning, working or living environment at Sheridan where the continued proximity of the Parties will impair the ability of a Survivor or any other person to function in relation to studies, work or residence, and/or
- to maintain or build community trust and confidence in Sheridan.

**Investigation:** The steps taken that are appropriate in the circumstances to determine whether a breach of the Policy has, on a balance of probabilities, occurred and which may result in corrective action being imposed.

**Investigator:** The person(s) tasked with carrying out an Investigation under this Policy. The Investigator may be internal or external to Sheridan. The Investigator will have training or expertise in gender-based violence and Sexual Assault law, trauma-informed practice and Procedural Fairness.

**Participant:** A Complainant, Respondent or witness who participates in the Interim Measures, Complaint Investigation or Facilitated Resolution processes outlined in this Policy and its related Procedure.

**Parties:** The “Parties” refers to the Complainant(s) and Respondent(s) identified in an Interim Measure, Complaint Investigation, Appeal or Facilitated Resolution process under this Policy and its related Procedure.

**Preliminary Assessment:** The process whereby it is determined whether a Complaint falls within the scope of the Policy.

**Procedural Fairness:** A process based on impartiality, where the Respondent is informed of the allegations, the Complainant is informed of the Respondent's response and in which both parties have a meaningful opportunity to know the case against them and an adequate opportunity to respond, and are given sufficient notice of interviews or meetings where they are expected to present or respond to evidence gathered as part of the process. A procedurally fair process leads to a written decision that includes a sufficiently detailed explanation of the facts and analysis to enable the Parties and any reviewing body to understand the decision and the basis for it.

**Reprisal:** Any act of retaliation or threat of retaliation in response to a person invoking their rights, making a good faith Disclosure or Complaint of Sexual Violence, or participating in a Complaint Investigation or other process (including being a witness) under this Policy or its related Procedure.

**Respondent:** An individual against whom a Complaint has been made, pursuant to the Policy and its related Procedure.

**Sexual Violence:** Any 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. Sexual Violence includes conduct under the *Criminal Code of Canada* such as Sexual Assault, Indecent Exposure, Sex Trafficking, Non-Consensual Distribution of Intimate Images ("Revenge Porn"), Criminal Harassment ("Stalking") and Voyeurism, as well as Sexual Harassment, Online Sexual Harassment and other exploitative digital practices or conduct, as defined below:

- **Sexual Assault:** Any kind of sexual contact without Consent.
- **Indecent Exposure:** Exposure of private or intimate part(s) of the body in a lewd or sexual manner, in a public place where the perpetrator may be readily observed.
- **Sex Trafficking:** The recruitment, transportation, transfer, harbouring, sale or receipt of people by improper means (such as force, abduction, fraud, coercion, deception, manipulation, threats, repeated provision of a controlled substance) for purposes of sexual exploitation. This is not to be confused with sex work where the person willingly takes part in the sale of sex.
- **Non-Consensual Condom Removal ("Stealthling"):** The removal of a condom without Consent during sex is a form of Sexual Assault.
- **Sexual Harassment:** Vexatious comments, conduct and/or communication based on sex, sexual orientation, gender, gender identity or gender expression that is known or should have been known to be unwelcome. May include: sexual solicitations, unwanted attention and sexual advances. If severe enough, one incident can constitute Sexual Harassment. Examples of Sexual Harassment include, but are not limited to: unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, physical characteristics, gender, or sexual orientation; unwelcome inquiries or comments about a person's sex life or sexual preferences; leering, whistling, or other suggestive or insulting sounds; requests or demands for sexual favours which include, or strongly imply, promises of rewards for complying (e.g. job advancement opportunities, improved academic grades); and unwanted touching, or any unwanted or inappropriate physical

contact such as kissing, patting, hugging or pinching (which unwanted sexual contact may also constitute a Sexual Assault).

- **Online Sexual Harassment:** Occurs when communications on technologies, such as learning platforms, SLATE, virtual communities, the Internet, social networking sites, websites, emails, text messaging and instant messaging, constitute Sexual Harassment. Online Sexual Harassment may also include posting or displaying materials, articles, or graffiti including by electronic means, which is sexual in nature. If severe enough, one incident can constitute Sexual Harassment.
- **Sharing Intimate Images Without Consent (“Revenge Porn”):** includes the sharing or online distribution of nude, near-nude, or otherwise sexual photographs/videos without the express Consent of those in the images. Threats to share intimate images without Consent constitutes Sexual Violence under this Policy. Distribution of nude or sexual images of persons who are under the age of 18 may also constitute child pornography offences under the *Criminal Code of Canada*.
- **Criminal Harassment (“Stalking”):** Behaviour which occurs on one or more occasion(s) that instills fear in the person or threatens their safety or mental health, or that of their family or friends. May include: non-consensual communication, surveillance and pursuit, digital dating abuse, obscene or threatening gestures and sending unsolicited gifts.
- **Voyeurism:** Secretly observing a person without their Consent and knowledge and in circumstances where they could reasonably expect privacy. May include direct observation, observation by electronic means, and visual recording of an individual(s) who is naked or engaging in sexual activity.

**Sexual Violence Response Specialist (“SVRS”)** serves as a confidential resource and support for Sheridan Community Members impacted by Sexual Violence. The SVRS supports Survivors who have experienced Sexual Violence, including by co-ordinating requests for Accommodations, providing information on reporting options and processes, providing community referrals and acting as a liaison and support in Complaint processes.

**Sheridan Community Members** include Students, course Participants, Employees, Supervisors, Student Employees, Board of Governors members, members of committees, societies or associations established or recognized by Sheridan, contractors/sub-contractors hired by Sheridan (including Sheridan’s Work-Integrated Learning Partners), providers of service or research, volunteers, visitors or guests, applicants for admission or employment, and others who attend on campus, or who are otherwise connected to Sheridan’s operations.

**Sheridan Official:** An Employee and/or representative of Sheridan acting in the course of their duties.

**Student:** Any individual who is admitted, enrolled or registered for study at Sheridan. Individuals who are active in a program, but not enrolled in classes for a particular term (e.g., on vacation, or co-op term) are considered to have a continuing Student relationship and are included in the definition of a Student.

**Student Affairs Liaison – Sexual Violence:** The Sheridan Employee designated to support Student Respondents in Complaint, Interim Measures, Facilitated Resolution or Appeal



processes. The Student Affairs Liaison – Sexual Violence may also assist Student Respondents in coordinating requests for Accommodations and supports and provide internal and external referrals.

**Supervisor:** A person who has charge of a working environment or authority in the case of an Employee, or of the learning environment in the case of a Student.

**Support Person:** A person, unconnected to a dispute resolution process under the Sexual Violence Procedure, who is asked by a Participant to the process to provide emotional or procedural support to the Participant. The Support Person may not address the allegations or give evidence on behalf of the Party. This definition is different (and in no way detracts) from the definition and purpose of a “support person” under the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11*.

**Survivor:** A person affected by Sexual Violence may choose to self-identify as a “Survivor”, rather than as a “victim”. It is the choice of the person affected in these circumstances to determine how they wish to identify. In relation to the Complaints process, the Policy refers to “Survivors” and “Complainants”, sometimes interchangeably. To be clear, a person may identify as a Survivor but not be a “Complainant” because they have not filed a formal complaint. Similarly, a “Complainant” (i.e. a person who has filed a formal Complaint) may not self-identify as a “Survivor”.