SEXUAL VIOLENCE PREVENTION & RESPONSE POLICY

Approved By:	University Executive	**Subject:**	Sexual Violence Prevention & Response
Effective Date:	October 8, 2025	**Supersedes:**	Sexual Violence Prevention and Response Policy Effective September 6, 2023
Responsibility:	Director, Health and Counselling Services		

1. PURPOSE

1.1 Cape Breton University (CBU) does not tolerate Sexual Violence. CBU is committed to maintaining a positive and respectful learning, living and working environment that respects the rights of the CBU community members to remain free from Sexual Violence.

1.2 CBU recognizes that Sexual Violence is a serious problem in society and on university campuses. This societal problem is perpetuated by a culture in which prevalent attitudes, norms, social practices, and media, tolerate, normalize, justify, trivialize or excuse or outright condone Sexual Violence. These attitudes and social responses normalize sexual coercion and shift blame onto those who have experienced Sexual Violence.

1.3 CBU recognizes that intersectionality can impact the risks and experiences of Survivors/Victims, including experiences in disclosing Sexual Violence. Additional barriers exist for, with disproportionately adverse effects on, queer and transgender people, Indigenous people, Black people, and People of Colour. Sexual Violence is just one form of violence used in colonization to marginalize Indigenous people up to the present day, as evidenced by Canada's murdered and missing Indigenous women, girls, and Two Spirit people.

1.4 CBU affirms its commitment to fostering a culture on campus where attitudes and behaviours that perpetuate Sexual Violence are discouraged and rejected, Survivors/Victims are supported, and Disclosures and Reports of Sexual Violence are responded to seriously and in a manner that is non-discriminatory and procedurally fair.

1.5 The purpose of this Policy is to:

i. Prohibit all forms of Sexual Violence at CBU.
ii. Uphold and enforce an affirmative standard of consent.
iii. Establish and maintain a climate and culture at CBU in which all members of the CBU Community enjoy a safe and respectful learning, living and working environment.
iv. Establish a procedure to respond promptly and seriously to Disclosures and Reports of Sexual Violence in a manner that is trauma-informed, procedurally fair, and treats all persons involved with dignity and respect.

2. DEFINITIONS

2.1 Age of Consent:

The legal age of consent for sexual activity in Canada is 16, however:

i. 16- and 17-year-olds cannot consent to sexual activity with someone with whom they have a "relationship of trust, authority, or dependency" or where there is "exploitation". (For example: a teacher, a professor, a coach, or doctor.)
ii. 14- or 15-year-olds can consent to sexual activity with someone who is less than 5 years older but it cannot be a "relationship of trust, authority, or dependency" or where there is "exploitation".
iii. 12- or 13-year-olds can consent to sexual activity with someone who is less than 2 years older but it cannot be a "relationship of trust, authority, or dependency" or where there is "exploitation."
iv. Individuals under 12: cannot legally consent to any sexual activity under any circumstance.

Changes to any law that affect the age of consent for sexual activity supersede this policy.

2.2 Anonymous Report: has the definition assigned to it in Section 15.3.

2.3 CBMC Student: means a Dalhousie University student enrolled in the Dalhousie University undergraduate medical education program at the Cape Breton Medical Campus.

2.4 Consent to Sexual Activity: means the voluntary agreement to engage in sexual activity and to continue to engage in the sexual activity. Consent means that all persons involved demonstrate through words or actions, that they freely and mutually agree to participate in the sexual activity.

i. Consent must be obtained at the outset and at all stages of sexual activity on an ongoing basis.
ii. Consent can be withdrawn at any time.
iii. Silence or the absence of "no" is not consent.
iv. Consent cannot be assumed from passivity, immobility or an absence of resistance or perceived resistance.
v. Someone who is Incapacitated cannot consent.
vi. Past consent earlier on the day or night in question or on previous occasions does not imply contemporary, ongoing or future consent.
vii. There is no consent where one person abuses a position of trust, power or authority over another person.
viii. There is no consent where there is coercion, force, threat, or intimidation towards any person or where there is fraud or withholding of critical information that could affect a person's decision to consent.
ix. An individual cannot rely only on their subjectively held (mistaken) belief that the other person is communicating consent but must take active and ongoing reasonable steps to confirm that consent.
x. An individual's state of intoxication is not a defence to sexual contact without consent.

2.5 Disclosure: refers to a Survivor/Victim or a witness sharing information about an incident of Sexual Violence. Survivors/Victims and others are encouraged to Disclose to the Sexual Violence Prevention and Response Advocate who provides information on options following a Disclosure and triages the individual if they choose to access other supports under this policy. A Disclosure is different than a Report and does not automatically initiate a formal investigation by CBU.

2.6 Immediate Measures: are addressed in Section 8.

2.7 Incapacitated: means a person who does not have the capacity to give consent because they are, for example, unconscious or asleep or their judgment is impaired (such as by alcohol and/or drugs), and as such cannot appreciate the risks or consequences of the sexual act. It is the responsibility of the person initiating or continuing sexual contact with a person who is intoxicated or impaired to establish affirmative consent at all times.

2.8 Intimate Partner Violence: is behaviour by an intimate partner or ex-partner that causes physical, sexual or psychological harm, including physical aggression, sexual coercion, psychological abuse and controlling behaviours. It can occur among heterosexual or same-sex couples, and does not require sexual intimacy. [1]

2.9 Member of the CBU Community: includes, but is not limited to, students, CBMC Students, staff, administrators, Teaching Staff, maintenance staff, independent contractors and their employees, members of the Board of Governors, adjunct, emeritus or visiting faculty and postdoctoral fellows.

2.10 Procedural Fairness: means a process:

i. That is based on impartiality and absence of bias.
ii. Where the Respondent is informed of the allegations.
iii. Where the Reporting Party is informed of the Respondent's response.
iv. Which includes a meaningful opportunity for each party to know the evidence against them and respond.
v. In which both parties are given sufficient notice of interviews or meetings where they are expected to present or respond to evidence gathered as part of the process.
vi. Leading 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 the decision.

2.11 Report: a Report ("Report") is the sharing of information for the purpose of initiating an investigation that could result in disciplinary and/or remedial measures against a Member of the CBU Community who is alleged to have engaged in Sexual Violence.

2.12 Reporting Party: means a person who has initiated a Report under this Policy alleging that a Member of the CBU Community has committed Sexual Violence in breach of this Policy. The Reporting Party is also the Survivor/Victim. A witness/third party Disclosing Sexual Violence is not the Reporting Party. Witnesses/third parties are referred to in Section 15 of this Policy.

2.13 Respondent: means a person who is alleged to have engaged in Sexual Violence in breach of this Policy.

2.14 Responsible Authority: refers to the individual(s) designated under this Policy with the authority and responsibility to assess and impose Immediate Measures, receive Reports of

[1] Definition by the World Health Organization, adopted by the Nova Scotia Mass Casualty Commission report: Intimate Partner Violence, Family Violence, and Gender-based Violence Policies, at Page 6: https://masscasualtycommission.ca/files/policy-documents/COMM0059858.pdf

Sexual Violence, appoint the Investigator, review the Investigator's Report, and determine and impose Disciplinary Measures or Remedial Measures. The Responsible Authority is:

i. For students: Director of Student Affairs or designate

ii. For CBMC Students: Director of Student Affairs or designate, and Cape Breton Medical Campus Assistant Dean, Student and Resident Affairs, or designate

iii. For non-academic employees: Director of Human Resources or designate

iv. For Teaching Staff: Director of Human Resources or designate

v. For independent contractors: Director of Human Resources or designate

vi. For Vice Presidents and members of the Board of Governors: President or designate

vii. For President: Chair of the Board of Governors, or designate.

2.14.1 Where the Respondent is both a student and an employee (e.g., a student staff member), the Director of Student Affairs and the Director of Human Resources, or their respective designates, shall consult to determine which office shall act as the Responsible Authority. This determination will be based on factors such as the context in which the alleged conduct occurred (e.g., during the course of employment), the Respondent's primary role at the time of the incident, and the nature of their duties.

2.15 Sexual Activity: refers to physical sexual activity including but not limited to kissing, sexual touching, oral or anal sexual acts, intercourse or other forms of penetration.

2.16 Sexual Violence: means any act targeting a person's sexuality, gender or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without that person's consent, and includes coercive control, Sexual Assault and Sexual Harassment as defined in this policy, the Criminal Code Offences of sexual assault, indecent exposure, voyeurism and non-consensual distribution of sexual/intimate images. Sexual violence also includes stalking, cyber harassment, and cyber stalking of a sexual nature. Sexual violence can take place through any form or means of communication (e.g. online, social media, technology-facilitated or electronic, verbal, written, visual, "hazing", or through a third party). Sexual Violence includes Intimate Partner Violence.

2.16.1 Sexual Assault: Any kind of sexual contact without consent. It can include kissing, sexual touching, oral or anal sexual acts, intercourse or other forms of penetration. Condom stealthing (the removal of a condom without the express consent of the sexual partner), is a form of non-consensual sexual contact and is sexual assault.

2.16.2 Sexual Harassment: means unwelcome or unwanted sexual conduct or comment(s) directed at an individual when that person responsible for the conduct or comment(s) reasonably knows or ought to know that the attention is unwanted or unwelcome, or inappropriate due to one's power/authority/position. Sexual harassment includes but is not limited to jokes or remarks of a sexual nature (such as comments on a person's appearance, body or clothing, questions about their sexuality or sexual history); leering, ogling or sexual gestures; sexual attention (such as persistent invitations for

dates); reprisal for rejecting a sexual advance; and a single sexual solicitation or advance or a series of sexual solicitations made by a person who is in a position to confer or deny a benefit on the recipient and who knows or reasonably ought to know the solicitation is unwelcome. Sexual harassment may also consist of unwelcome remarks based on gender or gender related religious beliefs which are not of a sexual nature but which are demeaning, such as derogatory gender-based jokes or comments.

2.17 Survivor/Victim: An individual who has experienced Sexual Violence, has Disclosed an experience of Sexual Violence, or identifies as a Survivor/Victim. There is a lot of debate about the terms "victim" and "survivor." It is up to the individual to choose how they want to be referred to. The term "Reporting Party" is used when a person discloses that they have experienced Sexual Violence and has initiated a Report under this Policy.

2.18 Teaching Staff: means every person delivering any component of an academic program, including but not limited to: individuals delivering undergraduate, post-baccalaureate and graduate courses and supervising graduate or undergraduate students, lab instructors, faculty, nurse educators, skills instructors, sessional instructors, Writing Centre staff, Math and Science Centre staff, success coaches, Jennifer Keeping Centre staff, student employees, program teaching staff and individuals delivering CBU library services.

2.19 Third-Party Report: has the definition assigned to it in Section 15.2.

2.20 Trauma-Informed: A Trauma-Informed Approach is a strengths-based framework grounded in an understanding of and responsiveness to the impact of trauma. It emphasizes physical, psychological, and emotional safety for everyone, and creates opportunities for survivors to rebuild a sense of control and empowerment.

2.21 Unionized Employee: Includes all employees of CBU who are subject to a collective agreement between CBU and a union.

3. POLICY

3.1 CBU does not tolerate any form of Sexual Violence.

3.2 CBU does not tolerate any form of retaliation by Respondents or others directed at persons who have made a Disclosure or Report, or a Third Party Report, under this Policy, nor at persons who have been named as Respondents in such Reports. Such retaliation is considered to be a serious offence and may constitute grounds for disciplinary action under other CBU policies, such as the Student Code of Conduct or the Respectful Campus Policy (or any similar/successor policies), the employment contract and/or any disciplinary process for non-unionized employees, and/or the terms of the employee collective agreement, as applicable.

3.3 CBU is committed to providing supports to Survivors/Victims based on their personal experiences, whether or not the Survivor/Victim chooses to make a Report through the CBU internal reporting process or any external reporting process (such as reporting to police).

3.4 CBU recognizes that a barrier to reporting Sexual Violence is the risk to Survivors/Victims of being subjected to a re-traumatizing reporting process. This Policy aims to protect the safety and respect the choices of Survivors/Victims.

3.5 CBU acknowledges that Sexual Violence is inherently connected to inequality and power imbalances on campus and in our society; and that Sexual Violence and its harmful consequences are legacies of colonization and disproportionately impact members of social groups who experience the intersecting grounds of discrimination or marginalization, such as on the basis of sex, gender, gender identity or expression, sexual orientation, Indigeneity, race, age, religious beliefs, ability and class. CBU will strive to implement this policy with an intersectional understanding of Survivors/Victims, and all those impacted by Sexual Violence, and through the lens of decolonization.

3.6 CBU recognizes that Sexual Violence is under-reported for a variety of reasons, including:

- lack of policy enforcement,
- lack of policy visibility or accessibility,
- lack of diverse representation and options,
- lack of visibility of services and/or support staff,
- lack of online anonymous report option,
- lack of annual sexual violence climate surveys,
- shame, stigmatization, self-blame, and fear of reprisals,
- isolation, ostracism being dismissed or disbelieved, or
- fear of experiencing racism or other forms of discrimination in the disclosing or reporting process.

3.7 CBU is committed to reducing the barriers to Disclosure and Reporting of Sexual Violence at CBU to the extent possible. This includes educational resources to address issues specific to international students and employees, accessibility supports for students, CBMC Students, and employees with disabilities, and a commitment to ensuring that Survivors/Victims are not judged or blamed for experiencing Sexual Violence, for example because they were intoxicated, or how they were dressed.

3.8 CBU recognizes that specialized knowledge and training is required to investigate and determine allegations of Sexual Violence and, further, that investigations by qualified investigators are an effective and fair method for gathering information, testing the evidence and credibility of parties and witnesses, and determining whether a breach of this Policy occurred.

3.9 CBU acknowledges that its obligation to maintain a non-discriminatory university environment under the Nova Scotia Human Rights Act includes an obligation to establish a procedurally fair and non-discriminatory process for responding to reports of Sexual Violence.

3.10 In accordance with the above commitments, Reports of Sexual Violence under this Policy will be investigated by a qualified and trauma-informed investigator, in which the person who has reported experiencing Sexual Violence (the Reporting Party) and Respondent are parties to the investigation process. The Reporting Party and Respondent are accordingly both entitled to copies of the Investigation Report, to copies of the decisions made by the Responsible Authority, including relating to discipline and remedial measures (subject to Section 12.55), and to seek Review of any decisions made by the Responsible Authority, pursuant to the terms of this Policy.

3.11 This Policy applies to all Disclosures and Reports of Sexual Violence involving employees of CBU. If there is any inconsistency between this Policy and other CBU workplace policies, including the Respectful Campus Policy, this Policy governs.

3.12 Similarly, this Policy's terms on prohibiting Sexual Relations between University employees and students (including CBMC Students), governs in the event of any conflict between it and any other relevant policy.

3.13 Where there is any conflict between this Policy and the terms of a collective agreement, the collective agreement governs.

3.14 In the event that a Report under this Policy engages issues under other policies, such as intersecting issues of discrimination, the Report will be investigated under this Policy, with the Investigator's terms of reference including consideration of all other relevant and appropriate intersecting issues and policies.

3.15 A person who has experienced Sexual Violence can access other legal processes at any time, including criminal (reporting to the police), civil, professional regulatory or human rights processes.

3.16 CBU recognizes the importance of Sexual Violence prevention and education as well as ongoing training on this Policy at CBU to all Members of the CBU Community, in order to achieve the purposes and goals of this Policy.

4. SCOPE

4.1 This Policy applies to all Members of the CBU Community, including but not limited to students, CBMC Students (subject to Section 4.6), staff, administrators, faculty, maintenance staff, independent contractors and their employee(s) working on CBU property, librarians, members of the Board of Governors, adjunct, emeritus or visiting faculty and postdoctoral fellows.

4.2 This Policy applies to Disclosures and Reports of Sexual Violence whether the incident(s) occurred on or off campus or through social media, or technology-facilitated or electronic means.

4.3 Any Member of the CBU Community who has experienced Sexual Violence may seek accommodations and supports under this Policy. A Report is not necessary to access support, accommodation or Immediate Measures.

4.4 A Report of Sexual Violence may be investigated in circumstances where the Respondent is a current Member of the CBU Community. Where a Report is made against a person who is not currently a Member of the CBU Community, CBU may suspend the investigation. CBU will maintain a record of the Report.

4.5 CBU is not required to engage the investigation procedure under this Policy if the Respondent is not a Member of the CBU Community, but may take other steps in response to a Disclosure or Report, for example by prohibiting guests or contractors or others who may provide services

to CBU or its members, from entering on CBU property or by referring the matter to the Cape Breton Regional Police Service, the RCMP or other law enforcement (considering the wishes of the Survivor/Victim and any legal obligations of CBU).

4.6 This Policy applies to the non-academic conduct of CBMC Students on the CBU campus. It does not apply to the conduct of CBMC Students off-campus, unless this conduct also involves a CBU student or employee who is subject to this Policy. Additionally, any proposed action under this Policy that may have an impact on a student's Dalhousie academic record, standing or ability to participate in the CBMC MD Program must be approved by Dalhousie prior to its implementation.

5. SEXUAL VIOLENCE PREVENTION AND RESPONSE ADVOCATE

5.1 The Sexual Violence Prevention and Response Advocate will ensure that the needs of Members of the CBU Community who have experienced Sexual Violence are met. The Sexual Violence Prevention and Response Advocate will be a person who has training and/or experience in trauma-informed practice, gender-based violence, sexual assault law, and Sexual Violence investigations and procedures. The Sexual Violence Prevention and Response Advocate is intended to be a single point of contact and support and will provide individualized information, advice, assistance and triage individuals who want to access other supports under this Policy to the appropriate supports. The Sexual Violence Prevention and Response Advocate will be part of the Nancy Dingwall Health and Counselling Centre, reporting to the Director of Health and Counselling, and also reporting to the Vice-President, Finance and Operations.

5.2 The services offered by the Sexual Violence Prevention and Response Advocate include:

- Ensuring and co-ordinating high quality, multi-format, accessible and on-going education and training around what Sexual Violence is, and Sexual Violence prevention and response procedures, delivered to all Members of the CBU Community, as necessary, in concert with others.
- Receiving Disclosures.
- Receiving Third Party Reports and receiving information from, and providing advice to, witnesses/third parties.
- Answering questions from Members of the CBU Community about Sexual Violence and what to do if they have experienced, witnessed or learned of Sexual Violence
- Providing information about confidentiality and privacy, and the limits on confidentiality
- Assisting with safety planning in consultation with the Manager of Security Services
- Identifying and co-ordinating appropriate academic, residence, employment or other accommodations in consultation with the Director of Health & Counselling, Responsible Authorities, and appropriate CBU departments
- Providing information about referrals to internal services, such as the Nancy Dingwall Health and Counselling Services, International Students Advisor, Unama'ki College advisors, Student Development Officer – Students of African Descent, or those in a similar advising role.

- Providing information about the Sexual Assault Nurse Examiner (SANE) program and external organizations, such as Every Women's Centre & Sexual Assault Services Association, the Youth Project Cape Breton, and the Jane Paul Indigenous Resource Centre.
- Providing information about internal options under this policy, including
  - Immediate Measures,
  - Reporting and investigation
  - Review of decisions made under this policy
  - Alternative Resolution, where appropriate
- Assisting with making a Report, including supporting the individual in preparing any written statement, if and when the Survivor/Victim decides to take this action
- Acting as a liaison with the Investigator appointed.
- Acting as a support person during the investigation
- Receiving allegations regarding acts of retaliation relating to a Disclosure or a Report
- Providing information about other reporting procedures (such as criminal or civil)
- Reminding Survivors/Victims of the importance of confidentiality at all stages of the reporting process, and assisting with balancing confidentiality with the need for support and avoiding isolation.
- Ensuring accurate record maintenance and updates on cases.
- Providing regular updates to other key roles on campus, to ensure awareness of cases and trends on campus, while adhering to confidentiality requirements
- Providing annual statistical report and summary of activities on Sexual Violence
- Composing terms of reference for, and chairing, the CBU Sexual Violence Advisory Group
- Remaining current on provincial and national initiatives as it relates to Sexual Violence

6. ACCOMODATIONS AND SUPPORTS

Survivors/Victims:

6.1 When a Member of the CBU Community makes a confidential Disclosure or Report of Sexual Violence, they will be provided access to supports, resources and accommodations, which may include, but are not limited to:

i. For Students and CBMC Students:
   - Safety planning
   - Academic accommodations:
     - class schedule changes
     - assignment or exam extensions or deferrals
     - late withdrawal from a course without academic or financial penalty
   - Residence re-location
   - Connection to external resources (SANE nurse, legal assistance, assistance with police reporting, etc.)
   - Mental health counselling referral

ii. For Employees:
   - Safety planning
   - Temporary work, location or scheduling changes
   - Connection to external resources (SANE nurse, legal assistance, assistance with police reporting, etc.)
   - Mental health counselling referral

6.2 To avoid the Survivor/Victim being required to make multiple Disclosures, accommodations and supports should be co-ordinated through the Sexual Violence Prevention and Response Advocate. Employees also have the option of requesting accommodation or supports through the Director of Human Resources.

6.3 Emergency support is available 24/7 by:

i. Seeing the Sexual Assault Nurse Examiner (SANE), 1-877-880-7263
The role of the SANE is to provide specialized medical care for sexual assault, as well as information and emotional support. They may also collect and preserve forensic evidence for the purposes of a criminal investigation if the Survivor/Victim wishes. Generally, DNA evidence can only be collected within 168 hours (7 days) of the sexual assault, and should be collected as soon as possible.
ii. Calling 911 (Police/RCMP, Ambulance)
iii. Calling CBU Campus Security at 902-578-2316
iv. Calling or going to the emergency department at any hospital
v. Calling 811 for access to a Registered Nurse
vi. Cape Breton Transition House as a resource for those experiencing Intimate Partner Violence - Phone Number: 902-539-2945 Email: cbtha@cbtha.com
Provincial toll-free line (THANS): 1-855-225-0220
vii. Other community resources such as 211 or the mental health crisis line 1-888-429-8167.

6.4 For students/CBMC Students living in residence, immediate or emergency support can also be accessed by contacting the Residence Life Coordinator or Director of Housing, and Ancillary Services.

6.5 For students/CBMC Students, CBU Health & Counselling Services may also be accessed during business hours. Where possible, CBU will arrange for culturally relevant counselling for the Survivor/Victim.

6.6 For employees, the Employee and Family Assistance Program can also be accessed 24/7 at 1-800-387-4765 or workhealthlife.com.

Student Respondents:

6.7 A student/CBMC Student who is alleged to have committed an act of Sexual Violence will be entitled to choose a support person to act in this capacity. The support person may be a CBU employee or external to CBU.

6.8 A CBU support person for a student/CBMC Student Respondents will:

i. Provide information to the Respondent on Immediate Measures, investigation, Reports and Review of decisions, under this Policy;
ii. Act as a liaison and provide support and co-ordination in academic or residence accommodations requested by the Respondent or arising from any Immediate Measures;
iii. Assist the Respondent in providing information to CBU in any risk assessment or imposition of Immediate Measures, and/or to request a reconsideration of Immediate Measures;
iv. Assist the Respondent in preparing the Respondent's statement(s) or responses(s) related to any Immediate Measure, investigation or Request for Review of a decision under this Policy;

v. Provide information about confidentiality and privacy and the limits of confidentiality;
vi. Remind Respondents of the importance of confidentiality at all stages of the reporting process, and assist with balancing confidentiality with the need for support and avoiding isolation;

6.9 Where possible, CBU will arrange for culturally relevant counselling services for the Respondent.

Employee Respondents:

6.10 An employee alleged to have committed an act of Sexual Violence will be entitled to choose a support person to act in a confidential advisory capacity throughout the process. An employee who is subject to a collective agreement may be supported by a union representative pursuant to the terms of the relevant collective agreement, in addition to their chosen support person.

7. DISCLOSURE

First Disclosure Often to a Trusted Person

7.1 CBU recognizes that persons who have experienced Sexual Violence, frequently first disclose to a trusted person, such as a friend, colleague, faculty member, union representative, community advisor or a university employee. CBU employees who receive a disclosure involving another CBU employee as a Respondent have an obligation to report this information, pursuant to Section 9.7 of this Policy.

Faculty/Staff Must Provide Information About the Sexual Violence Prevention and Response Team to the Survivor/Victim

7.2 All CBU employees who receive confidential Disclosures must provide information to the Survivor/Victim about the availability of the Sexual Violence Prevention and Response Advocate as the resource for confidential support and information about options. It is the choice of the Survivor/Victim whether to access this service.

Education & Training on How to Respond to a Disclosure

7.3 Educational resources will be made accessible to students/CBMC Students, Teaching Staff and all CBU employees on how to respond to a Disclosure, on the CBU web site and via other resources. CBU will offer annual training on this Policy, and best practices for responding to Disclosures of Sexual Violence. Such training shall be included with orientation training for all new employees and Teaching Staff. CBU will also offer annual training for the CBU Students' Union executive and coordinators.

Amnesty for Drug/Alcohol Misconduct by Survivors/Victims

7.4 CBU recognizes that some individuals may be reluctant to come forward to Disclose or Report Sexual Violence if they were drinking or using drugs at the time the Sexual Violence took place, particularly if to do so violated an employment, student, or athletic code of conduct. A Member of the CBU Community who makes a Disclosure or a Report in good faith will not be subject to disciplinary actions by CBU for violations of CBU policies related to drugs or alcohol at the time the Sexual Violence took place.

Recording Names of Alleged Respondents and Tracking Trends

7.5 If a Survivor/Victim discloses Sexual Violence for the purposes of CBU knowing about or having some record of the incident(s), but they do not want to take further steps, the Sexual

Violence Prevention and Response Advocate is responsible for keeping track of this information.

7.6 Initial disclosures to trusted persons, such as a faculty member or colleague, are not sufficient for the purposes of CBU knowing about or having a record of the incident(s). While Survivors/Victims are encouraged to disclose directly to the Sexual Violence Prevention and Response Advocate, they may give permission to the trusted person to provide information to the Sexual Violence Prevention and Response Advocate. The trusted person may also have an obligation to share information from the Disclosure, pursuant to under Section 9.4 or 9.6 of this policy.

Co-ordination of Information

7.7 Where CBU Campus Security, Residence Life Coordinator, or Human Resources, receive a Disclosure or Report of Sexual Violence, a copy of the incident report or information on the incident and the persons involved, shall be provided to the Sexual Violence Prevention and Response Advocate (except to the extent this is inconsistent with the terms of a collective agreement).

7.8 CBU will respond to Sexual Violence complaints involving contractors. Contracts with contractors of CBU will, where possible, include a clause requiring disclosure to CBU of any Disclosure or Report of Sexual Violence received by the contractor involving a Member of the CBU Community. This shall apply from the effective date of this Policy, going forward.

8. IMMEDIATE MEASURES

8.1 Immediate Measures may be imposed on a Respondent at any time following a Disclosure or Report of Sexual Violence. A Report is not required for Immediate Measures to be requested or imposed.

8.2 In most cases, an assessment of whether to impose Immediate Measures will be initiated at the request of the person who has Disclosed or the Reporting Party.

8.3 Where the person who has Disclosed or the Reporting Party requests Immediate Measures following a Disclosure, they will be asked to consent to the release of their name and the general nature of the allegations to the Respondent. The imposition of Immediate Measures may be limited without this consent, for the process to be procedurally fair.

8.4 CBU may, in its sole discretion, impose Immediate Measures according to the Test for Imposing Immediate Measures in this Policy. CBU shall consider Procedural Fairness to the Respondent and the provisions of any applicable privacy legislation in the exercise of such discretion. In CBU's sole discretion and according to the procedures set out in this policy, prior to the assessment and imposition of any Immediate Measures, the person who has Disclosed or the Reporting Party shall be consulted, and their reasonable input and concerns considered, unless doing so is not reasonable due to risk.

8.5 A breach of Immediate Measures may constitute grounds for disciplinary action under the Student Code of Conduct, the Respectful Campus Policy, the employment contract and/or any disciplinary process for non-unionized employees, and/or the terms of the collective agreement, as applicable.

8.6 A Risk Assessment team shall be established, comprising the Sexual Violence Prevention and Response Advocate and, as appropriate and depending on the nature of the case and the parties involved, one or more of:

- The other Responsible Authorities, or designate
- Director of Health and Counselling Services
- Representative from Residence Services
- Representative(s) from Risk Management/Security Services
- Legal Counsel
- Other representatives from the Cape Breton Medical Campus, where the Respondent is a CBMC Student
- Other department representatives as required, keeping in mind the need to maintain confidentiality pursuant to this Policy;

To be determined by the Responsible Authority (the "Risk Assessment Team").

8.7 In all cases involving student/CBMC Student Respondents, the Responsible Authority shall determine the imposition of Immediate Measures in consultation with the Risk Assessment Team. In cases involving employee Respondents, the Risk Assessment Team may be consulted consistent with the terms of any collective agreement and CBU management practices and policies.

CBU Employee Respondents - Procedure for Imposing Immediate Measures

8.8 Where the Respondent to a Disclosure or Report of Sexual Violence is a CBU employee, any Immediate Measures shall be imposed by the Responsible Authority. Any Immediate Measures will comply with the terms of the collective agreement, if applicable.

8.9 Immediate Measures may include, but are not limited to:

i. No contact/communication orders
ii. Arrangements to minimize encounters in working environments such as changes in work schedules or assignments
iii. Restricting access by the Respondent to part or all of the University campus
iv. Suspension of the Respondent.

8.10 Where Immediate Measures are imposed on a CBU employee, the person who has Disclosed or the Reporting Party shall be provided with information about the terms of the Immediate Measures as they impact them.

Student Respondents - Procedure for Imposing Immediate Measures

8.11 Where the Respondent to a Disclosure or Report of Sexual Violence is a student/CBMC Student, Immediate Measures shall be imposed by the Responsible Authority or designate.

8.12 Immediate Measures may include, but are not limited to:

i. No contact/communication orders
ii. Arrangements to minimize encounters in learning or living environments, such as changes in class schedules or sections or residence location
iii. Restricting campus privileges of the Respondent

iv. Suspension from a Varsity Athletic Team or membership in a club or society
v. Loss of student privileges
vi. Restricting access to part or all of the University campus on the part of the Respondent, up to and including a campus ban
vii. Suspension of the Respondent.

Test for Imposing Immediate Measures

8.13 Immediate Measures may be imposed where there is reasonable cause to believe that Immediate Measures are required:

i. To protect the safety, security or academic or employment well-being of the person who has Disclosed or the Reporting Party or any other Member of the CBU Community
ii. To address any risk posed by the Respondent to the safety of the person who has Disclosed or the Reporting Party and/or to the CBU community
iii. To maintain confidentiality and/or the integrity of a CBU investigation or anticipated investigation
iv. To discourage or prevent retaliation
v. To avoid significant disruption to the learning, residence or working environment at CBU
vi. To maintain and build community trust and confidence in CBU
vii. To maintain and promote a campus environment in which Sexual Violence is not tolerated.

8.14 In addition to the above factors, consideration shall be given to:

i. The interests and expressed needs of the person who has Disclosed or the Reporting Party
ii. The views of the Respondent, if available, including any consent to Immediate Measures
iii. The nature and seriousness of the alleged conduct
iv. The impact of the conduct on the person who has Disclosed or the Reporting Party and/or on the CBU community
v. The impact of the proposed measures on the Respondent, and
vi. Whether the Respondent is in a position of trust or authority.

8.15 Any Immediate Measures imposed shall be as minimally restrictive as possible in the circumstances, to meet the above goals.

8.16 Notice in writing of the Immediate Measures shall be provided to the Respondent through the Responsible Authority as soon as possible but no later than 48 hours after the decision to impose Immediate Measures has been made.

Challenging Immediate Measures

8.17 Immediate Measures may be challenged as follows:

(i) Where the Respondent is a student, the Respondent may appeal in writing to the Associate Vice-President, Enrolment Management & Student Experience, within ten (10) calendar days of the Immediate Measures being imposed. The Responsible Authority will be given the opportunity to respond to the appeal. The Associate Vice-President, Enrolment Management & Student Experience will deliver a written decision on the appeal within 10 business days;

(ii) Where the Respondent is a Unionized Employee, that employee may take steps under the

provisions of the applicable collective agreement; and

(iii) Where the Respondent is a non-unionized employee, that employee may raise their concern in writing with the Vice President, Finance and Operations within ten (10) calendar days of the Immediate Measures being imposed.

8.18 The Respondent may be supported by a trusted person in challenging the Immediate Measures. Employee Respondents may wish to seek support from the Employee Family Assistance Program (EFAP) in such circumstances. Information about the EFAP can be obtained from human resources.

8.19 The Immediate Measures will remain in place pending the outcome of the challenge.

Student Respondents

8.20 If the Immediate Measure is a suspension or campus ban and the Respondent is a student/CBMC Student, any formal investigation will be undertaken on an expedited basis.

8.21 Student Respondents may require academic accommodations arising from Immediate Measures (such as in the case of a campus ban) which will be offered through the Director of Student Affairs or, if the Respondent is a CBMC Student, the CBMC Assistant Dean, Student and Resident Affairs or designate.

8.22 Immediate Measures imposed on a student/CBMC Student Respondent may be imposed for an initial term of three (3) months where a Disclosure is made, but no Report has been made, and no investigation initiated, subject to Section 9. Immediate Measures will be re-evaluated by the Responsible Authority prior to the conclusion of the initial three (3)-month term. The Responsible Authority may continue the Immediate Measures for an additional three (3) if they continue to meet the Test for Imposing Immediate Measures.

8.23 Immediate Measures imposed on a student/CBMC Student Respondent may remain in place longer than six (6) months where a Disclosure is made, but no Report has been made, and no investigation initiated if:

i. The Immediate Measures meet the needs of the person who has Disclosed and that person consents;
ii. The Respondent consents to the continuation of the Immediate Measures; and
iii. The Immediate Measures continue to meet the Test for Imposing Immediate Measures.

8.24 Immediate Measures may be reviewed and modified at any time if new information becomes available, or if there is a material change in circumstances. Additionally, Immediate Measures shall be reviewed when a request for an extension to an investigation timeline is received, to ensure they remain appropriate.

9. CONFIDENTIALITY

Disclosures are Confidential

9.1 Ensuring confidentiality is a key principle in creating an environment and culture in which Survivors/Victims feel safe to Disclose and seek support and accommodation. CBU is committed to ensuring that such an environment and culture exists at the university.

9.2 For people who receive Disclosures, they can seek counsel from the Sexual Violence Prevention and Response Advocate without disclosing identifying information.

Limits on Confidentiality

9.3 In order to access various employment, residence or academic accommodations, it may be necessary for the Survivor/Victim to provide consent to share some information with persons responsible for those accommodations, for example in order to ensure no contact with the Respondent.

9.4 CBU cannot guarantee absolute confidentiality in all cases of a Disclosure. CBU may be required, or may determine it is necessary, to disclose information and/or undertake its own investigation (whether or not the Survivor/Victim makes a Report) where:

i. There are reasonable grounds to believe there is a serious risk of harm to self or others

ii. There is objective evidence of Sexual Violence, such as evidence of Sexual Violence in the public realm (e.g. a video posted on social media) or otherwise recorded or documented and available to CBU

iii. There is a risk to the safety of the university and/or broader community

iv. The Respondent is a CBU employee

v. Records are subpoenaed

vi. Reporting or other action is required or authorized by law. For example, Nova Scotia's *Children and Family Services Act* Duty to Report, Section 23 (1) which requires "Every person who has information, whether or not it is confidential or privileged, indicating that a child is in need of protective services shall forthwith report that information to an agency." The *Children and Family Services Act* defines a child in Section 3 (1)(e) as "a person under nineteen years of age."

9.4.1 There may be circumstances where it is necessary to share information about an investigation in order to ensure safety, support, or procedural fairness. This may include, but is not limited to, sharing information with security services, residence officials, a direct supervisor, or other relevant personnel. In all circumstances, information shared will be limited to the minimum required.

9.5 Examples of cases where CBU may have a duty to undertake its own investigation or take other steps without the consent of the Survivor/Victim may include cases where the Respondent is a CBU employee, there are multiple Disclosing or Reporting Parties or Respondents, multiple Disclosures have been made against the same person, or the Sexual Violence is in the public realm (e.g. a video-recorded act against an intoxicated person). In such cases, CBU will provide notice and support to the Survivor/Victim where the Survivor/Victim is known, and the Survivor/Victim has the right to decide whether to participate in any investigation.

9.6 The Risk Assessment Team will determine whether CBU will initiate an investigation absent a Report.

9.7 If a Disclosure is made to an employee of CBU and involves an employee(s) of CBU as the Respondent, the CBU employee who received the disclosure is required to inform the Sexual Violence Prevention and Response Advocate for follow-up and potential investigation under the applicable process.

9.8 If a Disclosure is made to a CBU health professional (acting in that role), as defined by the Personal Health Information Act of Nova Scotia, that Act only permits release of information without an individual's consent in narrow circumstances, such as where the health professional believes the Disclosure will avert or minimize an imminent and significant danger to the health or safety of any person, and/or the Respondent is a regulated health professional (see also Section 17.6).

Confidentiality to Maintain the Integrity of an Investigation

9.9 Following a Report, information about the investigation and Report will only be shared as is necessary for the purposes of the investigation or required by law.

9.10 CBU recognizes that requiring persons who have Disclosed or Reported Sexual Violence not to talk about the experience because of an ongoing reporting process is a barrier both to reporting and to healing. CBU further recognizes that a Respondent may need to share some information in order to facilitate their response and identify witnesses; a Reporting Party may need to share some information in order to identify witnesses and assist the investigation; and both parties may need to confidentially rely on their respective circles of support, such as close friends, family, therapists or legal counsel.

9.11 Having regard to the above, CBU encourages Reporting Parties and Respondents to ensure that any communications about an incident(s) of Sexual Violence during a reporting process do not taint or undermine the integrity or fairness of the process. If communications adversely impact the integrity of the investigation, the outcome of the process may be negatively impacted.

Statements Compellable in Other Proceedings

9.12 Information or statements provided by a Survivor/Victim, Reporting Party, Respondent or witness to CBU following a Disclosure or Report may be subpoenaed as part of any related civil or criminal proceeding.

10. PUBLIC STATEMENTS

Statements by Survivor/Victims and Others

10.1 Survivors/Victims and those impacted by sexual violence are free to tell the story of their own experiences. During an ongoing investigation, however, confidentiality should be maintained, as set out in Section 9.10 above.

10.2 Survivors/Victims and others should be aware that if they choose to make public statements about their experiences, they may be putting themselves at risk of civil lawsuits by those who believe they have been defamed or had their privacy rights violated. Individuals should exercise care and judgment when deciding whether to make public statements, or what information to include in such public statements, and should seek legal or other advice if unsure. Individuals who Disclose to the Sexual Violence Prevention and Response Advocate will be informed of this risk.

Statements by CBU

10.3 The Responsible Authority, in consultation with the Risk Assessment Team and senior administration, shall determine whether a public bulletin or statement should be issued by CBU arising from a Disclosure or Report of Sexual Violence.

10.4 Decisions about whether to issue a public statement about a Disclosure or Report will be made consistent with the principles and commitments in this Policy, including the University's commitment to: equity; trauma-informed approaches; respecting the needs and agency of persons who Disclose Sexual Violence; encouraging Disclosures and Reports of Sexual Violence; working toward creating a campus free from sexual violence; and establishing community trust and confidence in CBU that Sexual Violence is not tolerated.

10.5 Public statements by CBU will not disclose the personal information of the Respondent or the person who Disclosed or was impacted by sexual violence without the consent of that person.

10.6 CBU reserves the right to correct misleading or inaccurate public information.

10.7 Public statements by CBU will comply with applicable privacy legislation and the terms of any collective agreement.

10.8 All statements regarding Sexual Violence will be officially approved by the President or designate prior to release on behalf of the University.

11. ALTERNATIVE RESOLUTION

11.1 In appropriate circumstances, a Survivor/Victim may wish to resolve the matter without a Report, or prior to the conclusion of the Report process. A Respondent may also seek to initiate an alternative resolution process.

11.2 CBU recognizes the value of Indigenous healing practices. In appropriate circumstances, Indigenous Survivors/Victims may wish to resolve the matter without a Report, or prior to the conclusion of the Report process, and seek alternative resolution through an Indigenous resolution process. An Indigenous Respondent may also seek to initiate an alternative resolution through an Indigenous resolution process. Each situation will be different and will require consultation though Unama'ki College on the appropriate resources available for the process either internally or externally.

11.3 Alternative resolution will only be explored with the express and informed consent of the Survivor/Victim, Respondent and CBU.

11.4 CBU may propose alternative resolution for the Respondent, that does not require participation of the Survivor/Victim. For example, in cases where the Survivor/Victim does not make a Report, but seeks or consents to an informal outcome that involves notifying the Respondent of the Disclosure, and does not wish to be involved.

11.5 Parties that engage in alternative resolution, do so on a 'without prejudice' basis. In other words, either the Survivor/Victim or Respondent may withdraw from the process at any time and any

information or admissions shared in the process cannot be used against either party in a Report or investigation under this Policy or in any other proceeding at CBU.

11.6 The goals of the process are acceptance of responsibility, mutual understanding, safety and education/remediation.

11.7 An alternative process does not require any face to face/in-person interaction between the Reporting Party and the Respondent.

11.8 The outcomes of a facilitated alternative resolution process may include a voluntary apology letter from the Respondent, a written agreement that includes behavioural expectations, and/or education or training, such as related to anti-violence, anti-oppression or consent, or a voluntary agreement by the Respondent to other measures.

11.9 Alternative resolution processes that involve interaction between the Survivor/Victim and Respondent must be facilitated by a person with training appropriate to the seriousness and nature of the allegations and the context of the parties, and with training or experience in gender-based violence, trauma-informed practice, and mediation or counselling.

11.10 Alternative resolution is presumptively inappropriate where previous Reports have been made about the Respondent or where CBU has received multiple Disclosures about the Respondent.

11.11 A record of the alternative resolution shall be maintained by CBU in the student/CBMC Student file for a period of four years or for as long as the students are part of the CBU community, whichever is longer, and in the employee files of CBU employees in accordance with the terms of any collective agreement or applicable employee policies or guidelines.

12. REPORTS

12.1 A Report is the sharing of information by the person who is reporting Sexual Violence, ("the Reporting Party") for the purpose of initiating an investigation that could result in disciplinary action or remedial measures being imposed on the Respondent Member of the CBU Community.

12.2 CBU process in response to a Report is guided by the following:

i. Trauma-informed practice
ii. Avoidance of discriminatory assumptions and stereotypes about persons who experience and/or report Sexual Violence
iii. Non-adversarial approaches to permitting the parties to ask questions and test the evidence
iv. Supports for the Reporting Party and the Respondent
v. The rights of both the Reporting Party and Respondent as parties
vi. Procedural Fairness
vii. Timeliness, and
viii. Maintaining confidentiality to the extent possible.

Initiation of Report

12.3 All Reports of Sexual Violence should be submitted through the Sexual Violence Prevention and Response Advocate. The Sexual Violence Prevention and Response Advocate will then

forward it to the Responsible Authority. Where a Report is made to another office, the relevant office shall forward the Report to the Sexual Violence Prevention and Response Advocate.

12.4 A Report may be initiated in a variety of ways, depending on the needs and circumstances of the Reporting Party. It may be initiated by:

i. A brief written or oral Report that contains the name of the Respondent, the date(s) and general nature of the allegations, and a request that the details of the Report be taken by the Sexual Violence Prevention and Response Advocate, so as to avoid the Reporting Party having to tell their story on multiple occasions
ii. An oral Report to the Sexual Violence Prevention and Response Advocate, which is summarized by the Sexual Violence Prevention and Response Advocate and signed and approved by the Reporting Party
iii. A written statement by the Reporting Party providing details of the incident(s).

No Deadline for Making a Report

12.5 There is no deadline for making a Report under this Policy. CBU recognizes that Survivors/Victims may require time to Disclose and/or Report. Survivors/Victims are encouraged to report as soon as they have made the decision and are able to do so, so as to minimize any loss of evidence due to the passage of time.

12.6 If the Respondent is no longer a Member of the CBU Community, CBU is not required to investigate under this Policy.

12.7 The Reporting Party and Respondent shall be provided with notifications and updates on the progress of the Report, Investigation or Review.

Preliminary Screening by Responsible Authority

12.8 On receipt of the Report, the Sexual Violence Prevention and Response Advocate will consult with the Responsible Authority and the Responsible Authority shall determine, following consultation with the Risk Assessment Team, whether:

i. The reported conduct falls within the scope of this Policy
ii. The Respondent is a Member of the CBU Community, and
iii. In accordance with Section 8, Immediate Measures should be considered (if they have not already been imposed) and, if so, follow the appropriate process for imposing Immediate Measures.

Appointment of Investigator

12.9 If the Responsible Authority determines that the Report falls within the scope of the Policy, the Responsible Authority, in consultation with the Risk Assessment Team, will appoint a qualified internal or external Investigator with training and/or experience in trauma informed practice and Sexual Violence investigations and procedures.

The Investigator's Mandate

12.10 The role of the Investigator is to make findings of fact and determine whether the Respondent engaged in Sexual Violence in breach of this Policy (and any related Policy that may be included in the scope of the investigation).

Procedure for Investigating Reports Where the Respondent is a CBU Employee

12.11 Where the Respondent to a Report is a CBU Unionized Employee, the procedure for investigating the Report shall follow the applicable collective agreement in addition to Sections 12.1 – 12.11 in this Policy. Where the Respondent is a non-unionized employee, the Reporting Party shall be promptly informed following submission of the Report, of the procedure that will be undertaken by CBU to respond to the Report in addition to Sections 12.1 – 12.11 in this Policy.

12.12 The Reporting Party shall be provided with a copy of the Investigator's Report related to their Report, including any findings of breach of this Policy or of any other CBU policy. The Report provided to the Reporting Party shall be redacted of identifying information of any person other than the Reporting Party. In cases where there are multiple Reports, each Reporting Party will only receive the portion of the Investigator's Report that relates to their allegation.

12.13 In a circumstance in which an Investigator's Report has not been prepared (for example, the employee quit or was terminated without the necessity of a full investigation), the Reporting Party shall be advised that no Investigator's Report was prepared.

Procedure for Investigating Reports where the Respondent is a Student/CBMC Student

Written Notice to Student/CBMC Student Respondent

12.14 Within five (5) business days of receiving the Report, the Responsible Authority shall provide written notice to the Respondent which includes:

i. A summary of the allegations and that an investigation will be initiated
ii. Information about the investigation process
iii. A copy of this Policy
iv. A direction that any direct or indirect reprisal against the Reporting Party constitutes a disciplinable breach of this Policy
v. A request to keep the Report confidential in order to maintain the integrity of the process, and
vi. Notice of the ability to choose a support person
vii. Contact information whereby the Respondent can seek further information and support.

Notice to Reporting Party

12.15 The Reporting Party and the Sexual Violence Prevention and Response Advocate shall receive a copy of the notice sent to the Respondent.

12.16 The Reporting Party may elect or request to receive all communications from CBU and/or the Investigator, through the Sexual Violence Prevention and Response Advocate rather than directly.

Investigator May Summarily Dismiss Report

12.17 The Investigator may dismiss the allegations summarily, if the Investigator finds that the Report is frivolous, vexatious or made in bad faith. There is no appeal of this decision.

12.18 In cases where the Investigator dismisses the Report summarily, the Investigator's Report shall provide the factual basis and reasons for the summary dismissal.

Role of Support Persons for Reporting Party and Student/CBMC Student Respondents

12.19 In addition to any support offered by the Sexual Violence Prevention and Response Advocate (for the Reporting Party) and the Human Rights & Diversity Officer (for Respondents), Reporting Parties and Respondents may be supported by a trusted person, including legal counsel, in the investigation.

12.20 Support persons may not speak for the party. Evidence about what happened, whether in written or oral form, must be provided by the party directly. Letters or written submissions on behalf of a party will not be received as evidence in the investigation.

12.21 The role of legal counsel or a support person may include:

i. Emotional support for the Reporting Party or Respondent
ii. Supporting the Reporting Party or Respondent in preparing to tell their evidence to the Investigator
iii. Assisting the Reporting Party or Respondent in interview(s) with the Investigator, as permitted by the Investigator, for example by asking questions where the Reporting Party or Respondent forgets key information due to the stress of the process
iv. Observing the investigation interview(s), including with a view to issues of procedural fairness
v. Asking questions of the Investigator relating to timing and next steps in the process, however, the Investigator may refuse to permit such process-type questions from a support person who unduly interrupts or is otherwise disruptive to the investigation.

12.21.1 The Respondent's support person shall not disrupt or interfere with the investigation, and the Investigator retains the authority to address any such disruption in the manner deemed appropriate by the Investigator.

Investigator Determines Investigation

12.22 The Investigator shall independently develop the approach to the investigation, guided by best practices, which will include interviewing the parties and any witnesses as determined by the Investigator.

12.23 The Investigator may require production of relevant documents from the parties or witnesses, such as texts, emails, or other social media or recorded evidence.

12.24 The Investigator shall communicate with the Reporting Party, Respondent and witnesses, to schedule interviews and receive documents, if any.

12.25 Interviews with the Investigator may be held off campus if the Investigator determines it is necessary to maintain the confidentiality and integrity of the investigation after considering the views of the parties.

12.26 Where a Reporting Party has submitted a written statement, the Investigator may require the Respondent to prepare a written response, prior to conducting interviews.

12.27 The Investigator may conduct multiple interviews with each party and witnesses.

Each Party has the Right to Know and Respond to Evidence

12.28 Each party has the right to know and respond to the evidence. The Respondent shall be provided with the Reporting Party's written Report, statement obtained in the interview, or summary of the interview, in the manner determined by the Investigator, and provided with an opportunity to respond. The Reporting Party shall be provided with the Respondent's written response, statement obtained in the interview, or summary of the interview, in the manner determined by the Investigator, and provided with an opportunity to respond. The Investigator will provide both parties with a reasonable opportunity to respond to any new information obtained during the Investigation, including statements of witnesses and documentary evidence.

12.29 If the parties have copies of texts, emails, social media, video recordings or campus security or residence incident reports or other similar documents related to the allegations, these should be produced to the Investigator.

12.30 If a party does not produce relevant documents prior to the interviews as described above, the Investigator may refuse to accept the evidence or may draw an adverse inference against the party in question.

Opportunity to Pose Questions

12.31 The Investigation is a non-adversarial fact-finding process. In addition to the opportunity to know and respond to the evidence, each party will have the opportunity to pose questions to the Investigator, that the Investigator may consider asking of the other party or witness. The Investigator will determine whether those questions are relevant, appropriate and/or will assist in the investigation.

Process May be Iterative

12.32 The Investigator may request follow-up meetings with and/or additional written responses from either or both of the Reporting Party and Respondent.

Reporting Party May Withdraw from the Process

12.33 The Reporting Party may withdraw from the Report process at any time. If a Reporting Party withdraws their participation in the Report process, CBU may continue with the Investigation or suspend, close or end the Investigation, depending on factors which include the health and safety of the Reporting Party, the nature of the allegations, and whether there is sufficient information available to the Investigator to proceed with the Investigation.

Respondent's Failure to Participate

12.34 If a Respondent refuses to participate in an Investigation, the Investigator may determine the findings on the basis of the information provided by the Reporting Party.

12.35 Where an Investigator draws an adverse inference arising from a Respondent's failure to participate, the Investigator must make the impact of the adverse inference clear in the reasons contained in the Investigator's Report.

Investigation Timeline

12.36 The Investigation should be completed in as timely a way as possible, with the goal of completing the Investigation within 30 days following the appointment of an Investigator. CBU recognizes, however, that numerous factors may impact the progress of an Investigation, including the health of the participants.

12.37 If the Investigation is not complete 30 days following the appointment of the Investigator, the Investigator shall update the Responsible Authority and the parties on the progress of the Investigation on the 30th day following the appointment, and every two weeks thereafter. The Investigator will provide an explanation for any prolonged delay.

Investigator's Report

12.38 At the completion of the Investigation, the Investigator shall prepare a report that contains:

i. A description of the evidence of all witnesses and any other relevant evidence
ii. Findings of fact
iii. Explanation of findings of credibility, if applicable
iv. A determination as to whether, on a balance of probabilities, any act of Sexual Violence prohibited by this Policy occurred, and
v. The reasons for the findings of fact and any finding of breach of this Policy (and any related policy).

12.39 The Investigator's report constitutes the findings and the reasons for the finding, on which any Review of the findings will be conducted. The Report accordingly must provide 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 the decision.

12.40 A copy of the Investigator's Report shall be provided to the Responsible Authority, the Reporting Party, and the Respondent, and to the Sexual Violence Prevention and Response Advocate. Copies of the Report provided to the parties shall be redacted of identifying information of any person other than the person receiving the Report.

The University recognizes that Reporting Parties have different preferences regarding access to the Investigator's Report. A written copy of the Report will be offered to the Reporting Party. They may choose to:

- receive the full written Report;
- receive a written summary;
- receive a verbal summary; or
- decline to receive any version at that time.

If the Reporting Party initially declines, the Report (and the options above) will remain available and may be requested at any future time.

12.41 In cases where there are multiple Reports, each Reporting Party will only receive the portion of the Investigator's Report that relates to their allegation(s).

12.42 The Responsible Authority may seek further information or clarification from the Investigator before accepting the Investigator's Report.

12.43 Any additional information or clarifications relevant to the Investigation provided to the Responsible Authority by the Investigator, or any additional findings, shall be communicated to the parties in writing by the Investigator and, where appropriate, the parties shall be given an opportunity to respond.

Decision by Responsible Authority: Disciplinary Measures and Remedial Measures

12.44 Prior to issuing a decision, the Responsible Authority may request a Review of the Investigator's Report by the Sexual Violence Review Panel (SVRP), see Section 13.5, on the following grounds:

i. There was a serious procedural error that caused prejudice to one of the parties;
ii. The Investigator's findings of fact are clearly unsupportable on the evidence; or
iii. The Investigator's decision as to whether a breach of the Policy occurred is clearly unsupportable on the basis of the findings of facts in the Investigator's Report.

12.45 The Responsible Authority will request a written Review in accordance with Section 13.7 (i) to (iv). This request will suspend the timelines in Section 12.49.

12.46 The parties and the Responsible Authority may make written submissions to the SVRP on the grounds of review.

12.47 If the SVRP determines that any of the grounds of review set out in Section 12.43 are proven, the SVRP may make a decision in accordance with Section 13.12 (i) to (iv).

12.48 Sections 13.8, 13.14 and 13.15 apply to a request for review by the Responsible Authority.

12.49 Within seven days of receipt of the Investigator's Report, the parties may make written submissions to the Responsible Authority with respect to appropriate discipline and/or remedies, if a breach of this Policy was found to have occurred. A Reporting Party may include in the submission the impact of the Sexual Violence on the Reporting Party. This section does not apply to CBU employee Respondents.

12.50 Upon receiving the Investigator's Report, and the written submissions of the parties, the Responsible Authority will review the Report and determine the appropriate disciplinary measures and/or remedial measures.

12.51 In making this determination, the Responsible Authority may confidentially consult with other persons as necessary and will consult with the Risk Assessment Team.

12.52 The Responsible Authority has the exclusive jurisdiction to impose discipline and remedial measures.

12.53 In determining disciplinary or remedial measures, the Responsible Authority may consider:

i. The sanction or remedy sought by the Reporting Party
ii. The principle of progressive discipline
iii. The University's role as an educational institution
iv. The nature and severity of the incident
v. The impact of the conduct on the Reporting Party's continued education or employment at CBU
vi. The impact of the conduct on the CBU community
vii. The University's commitment to preventing and responding appropriately to Sexual Violence
viii. The University's commitment to reducing the barriers to reporting

12.54 Within two (2) days of receipt of submissions from the parties, the Responsible Authority shall issue a written decision setting out the disciplinary measures and/or remedial measures ordered by CBU. The decision will include the reasons for the measures imposed and the information relied on in making that decision.

12.55 A copy of the decision on disciplinary measures and remedial measures shall be provided to the Respondent. A copy of the decision on remedial measures, and disciplinary measures that have a direct impact on them (such as a no contact order or remedial measures contained in a behavioural contract), may also be provided to the Reporting Party. Confidential information may be redacted from the copy of the decision provided to the Reporting Party. The Reporting Party shall keep the decision confidential, except to the extent that it is necessary to share information to enforce the measures.

Available Disciplinary Measures and Remedial Measures for Students/CBMC Students and Employees

12.56 Disciplinary measures for a finding of a breach of the Policy may include, but are not limited to the following:

i. For Students/CBMC Students:
   - Written warning or reprimand
   - Probation
   - Behavioural contract, the breach of which will result in discipline, including:
     - no contact/no communication directives;
     - restricting access to all or parts of the CBU campus;
   - Suspension or denial of University privileges, including suspension or removal of a student from a sports team
   - Restrictions on accessing all or parts of the CBU campus
   - Suspension or Expulsion

ii. For Employees:
   - Written warning/reprimand
   - Suspension with or without pay
   - Termination from employment

iii. For CBMC Students, disciplinary measures may include both non-academic restrictions as determined by the Responsible Authority, and academic measures, which will be determined in accordance with Dalhousie University processes.

12.57 Remedial measures include:

i. For Students/CBMC Students:
   - Voluntary Written Apology
   - Education or Training
   - Residence relocation
   - Residence Suspension
   - Restrictions on accessing all or parts of the CBU campus
   - Removal from a course or section of a course

ii. For Employees:
   - Employment relocation or reassignment
   - Restrictions on accessing all or parts of the CBU campus
   - Supervision or oversight of teaching/learning/work environment by CBU

iii. For CBMC Students, remedial measures may include both non-academic measures as determined by the Responsible Authority, and academic measures, which will be determined in accordance with Dalhousie University processes.

Student Respondents Not Permitted to Withdraw from CBU During an Investigation

12.58 A Respondent student will not be permitted to formally withdraw from CBU during an ongoing investigation and discipline process under this Policy. If a student is found to have breached the policy, the disciplinary measure may be noted on the student's transcript in accordance with the Academic Calendar.

Student Respondents not Provided Academic Transcripts Directly During an Investigation

12.59 While under Investigation for a breach of this Policy, a student Respondent will not be issued academic transcripts directly, but, at the student's request, these transcripts will be sent to institutions or potential employers. If the student is subsequently disciplined and this is reflected on the student's transcript, the recipients of the transcript will be issued a revised transcript.

13. REVIEW OF THE INVESTIGATOR'S FINDINGS AND THE RESPONSIBLE AUTHORITY'S DECISION ON DISCIPLINARY MEASURES OR REMEDIAL MEASURES INVOLVING A STUDENT/CBMC STUDENT RESPONDENT

13.1 The process for Review of the Investigator's findings and/or the disciplinary measures/remedial measures in cases involving a student/CBMC Student Respondent is as follows. Following the decision of the Responsible Authority, either a Reporting Party or Respondent may seek to Review the investigator's findings and/or decision of the Responsible Authority in accordance with this Policy. A Review is initiated by a request in writing to the Responsible Authority.

13.2 Review under this Policy is not a hearing or re-hearing of the evidence and is limited to the grounds of review below. In most cases, the Review will be heard in writing only.

13.3 Any disciplinary measures or remedial measures ordered by the Responsible Authority will remain in force until the Review is decided.

13.4 A Reporting Party or Respondent may request a Review of the investigator's finding of breach of this Policy or the disciplinary measures or remedial measures ordered by the Responsible Authority, on the following grounds:

i. There was a serious procedural error that caused prejudice to the party seeking the appeal
ii. The Investigator's decision as to whether a breach of the Policy occurred is clearly unsupportable on the basis of the findings of fact contained in the Investigation Report
iii. New facts relevant to the final determination are available, that were not available during the investigation, or
iv. The disciplinary measures or remedial measures are unreasonable.

13.5 The Review will be carried out by the Sexual Violence Review Panel (SVRP), which shall be comprised of three persons appointed by the President as follows:

i. An external lawyer who has experience in administrative law, procedural fairness, gender-based violence and sexual harassment and sexual assault law, and
ii. Two members of the SVRP roster established by the President, who have training or experience in this Policy, procedural fairness, gender-based violence and the law of sexual

assault and sexual harassment.

13.5.1 Where the Respondent is a CBMC Student, the SVRP shall include at least one member appointed by the Cape Breton Medical Campus.

13.6 Requests for Review must be made in writing and submitted to the Responsible Authority within 10 business days of the decision of the Responsible Authority.

13.7 The written request for Review must provide:

i. A statement for the grounds for Review
ii. A statement of facts relevant to the grounds of Review
iii. A statement of the remedy or relief sought
iv. Copies of relevant documents that support the Review, and
v. In the event of fresh evidence that was not available at the time of the investigation, copies of that evidence or witness statements.

13.8 The SVRP may summarily dismiss a Request for Review that it determines does not raise a valid ground of review.

13.9 If new evidence is provided to the SVRP, the responding party to the Review (whether the Reporting Party or the Respondent) shall be given notice of that new evidence and an opportunity to respond.

13.10 In circumstances where the discipline order is a suspension or expulsion, the SVRP shall convene a review with oral submissions at the request of the Respondent. In other cases, the SVRP has the discretion to hear oral or written submissions from the Reporting Party or Respondent on the grounds of review.

13.11 The Reporting Party will be provided notice of any SVRP hearing and will be entitled to make submissions, should the Reporting Party wish to participate.

13.12 If the SVRP determines that any of the grounds of Review set out in Section 13.4 are proven in relation to the Investigator's findings, the SVRP may, depending on the reasons for decision and the circumstances of the case before it:

i. Refer the matter back to the Investigator for reconsideration
ii. Require that a fresh investigation be undertaken and direct the Responsible Authority to appoint a new Investigator
iii. Order that any Immediate Measures in place during the investigation continue
iv. Direct the Responsible Authority to determine whether any Immediate Measures should be imposed pending the re-investigation, and/or
v. Suspend any disciplinary measures or remedial measures ordered as a result of the finding.

13.13 If the SVRP determines that any of the grounds of Review set out in Section 13.4 are proven in relation to the discipline or remedial measures, the SVRP may:

i. Uphold the disciplinary measures or remedial measures ordered, or
ii. Modify or reverse the disciplinary measures or remedial measure and substitute its own decision.

13.13.1 Where the Respondent is a CBMC Student:

13.13.1.1 the jurisdiction of the SVRP is limited to sanctions imposed pursuant to this Policy (and not decisions and sanctions imposed pursuant to Dalhousie University policies); and

13.13.1.2 the SVRP may only impose non-academic sanctions.

13.14 The SVRP shall issue its decision in writing. The decision shall include an explanation of the basis and reasons for the decision in relation to each ground of Review put before the SVRP.

13.15 The decision of the SVRP shall be final.

14. PARALLEL CRIMINAL PROCEEDINGS

14.1 Where a student/CBMC Student Respondent has been charged criminally for a Sexual Violence related offence, or CBU becomes aware that law enforcement is investigating the Respondent in relation to a Sexual Violence related offence, CBU will suspend any ongoing investigation under this Policy until resolution of the criminal charge, unless:

i. The CBU investigation is complete (all interviews are finished)
ii. The police or Crown do not object to CBU commencing or continuing the investigation, or
iii. Exceptional circumstances exist, such as relating to the health and safety of the Survivor/Victim or campus community that are not otherwise addressed by any criminal conditions or Immediate Measures imposed.

The decision to suspend will be made by the Responsible Authority in consultation with the Risk Assessment Team.

14.2 Where an employee of CBU has been charged criminally for a Sexual Violence related offence, the Responsible Authority, in consultation with the Risk Assessment Team, may choose, after consultation with the Survivor/Victim, to continue or suspend any investigation or alternative resolution process under this Policy, as determined appropriate by CBU, giving due consideration to the risk of potential impact on the police investigation.

14.3 The decision to suspend an investigation under this Policy pursuant to this Section may require the implementation or revision of Immediate Measures.

14.4 A Respondent is required to provide to CBU information on any current criminal charges faced by the Respondent and criminal conditions, such as bail or conditions of release, relating to the incident(s) of Sexual Violence that is the subject matter of the Disclosure or Report. This information is provided to the Responsible Authority.

15. WITNESS/THIRD PARTY OR ANONYMOUS REPORTING

15.1 Where a person witnesses or has reasonable concerns about an incident(s) of Sexual Violence, they may submit written or oral information to the Sexual Violence Prevention and Response Advocate, or seek advice from the Sexual Violence Prevention and Response Advocate.

15.2 A Third Party Report is where information about an incident of Sexual Violence is shared by an identifiable person who is not the Survivor/Victim/person who directly experienced the Sexual Violence. Where the information relates to an identifiable or identified Survivor/Victim,

the witness/third party is encouraged to seek the consent of that Survivor/Victim before the witness/third party provides the information to the Sexual Violence Prevention and Response Advocate.

15.3 An Anonymous Report is where information about an incident of Sexual Violence is shared in a form that is anonymous, for example when the Sexual Violence Prevention and Response Advocate receives a written submission with no name attached to it, or a person discloses to another staff member but will not disclose their name. An Anonymous Report may be made by a Survivor/Victim or a Third Party.

15.4 CBU may be unable to investigate an Anonymous or Third Party Report due to lack of information or out of respect for the individual impacted by the Sexual Violence who has decided not to come forward.

15.5 Examples of where CBU may initiate its own investigation following one or more Third Party or Anonymous Reports include where there is social media or other evidence documenting Sexual Violence and/or where persons witnessed Sexual Violence against a person who was Incapacitated. Third Party or Anonymous sources may inform training or education to address systemic concerns or other policy changes at CBU.

15.6 Where there are multiple Third Party or Anonymous Reports, CBU may also explore what steps may be taken short of an investigation, such as targeted education and training, and/or increased campus security or monitoring of specified locations or events.

16. Multiple Disclosures About a Respondent

16.1 Where there are multiple Disclosures and one or more persons has made a Report but others have only made a confidential Disclosure, CBU may investigate the totality of the conduct by the Respondent, including by revealing the confidential Disclosures to an investigator in the course of the investigation or by asking those who made confidential Disclosures to participate in the investigation.

17. PROHIBITION ON SEXUAL ACTIVITY

Prohibition on Sexual Activity

17.1 Sexual activity between a student and a member of the Teaching Staff are prohibited when the member of the Teaching Staff:

i. Is in a position of academic authority over the student
ii. Might in the foreseeable future be in a position to exercise academic authority over the student
iii. Has or may have an influence over the student's academic progression or
iv. Collaborates academically with the student.

17.2 Section 17.1 does not apply to those who are in a relationship or have marital status prior to the circumstances in Section 17.1 arising (e.g. spouse taking a class), provided they have submitted a declaration of conflict of interest to the Director of Human Resources or designate.

17.3 Sexual Activity between a student and University Leadership Employees (President, Vice President(s), Associate Vice President(s), Dean(s) and Director(s)) is prohibited when the University Leadership Employee:

i. Is in a position of authority over the student
ii. Might in the foreseeable future be in a position to exercise authority over said student
iii. Has or may have an influence over the student's future enrolment
iv. Collaborates academically with the student.

17.4 Section 17.3 does not apply to those who are in a relationship or have marital status prior to the circumstances in Section 17.3 arising (e.g. spouse taking a class), provided they have submitted a declaration of conflict of interest to the Director of Human Resources or designate.

17.5 Sexual Activity between a student or volunteer and any CBU employee or volunteer, including Teaching Staff (not included in Sections 17.1, and 17.3 above), may be prohibited on the basis of the power imbalance resulting from one party being in a position of authority over the other, except for relationships that commenced prior to the commencement of the circumstances giving rise to the power imbalance and provided the parties have submitted a declaration of conflict of interest to the Director of Human Resources or designate. For example, this includes Sexual Activity between student athletes and any member of the coaching staff of athletic teams, and Sexual Activity between a director of a play and cast members while in those roles.

17.6 Sexual Activity between a student and CBU employees who are also members of a regulated profession may be prohibited according to the professional standards of that profession, and where those professional standards are more stringent than this Policy, those professional standards supersede this Policy.

Other Sexual Activity Strongly Discouraged

17.7 Sexual Activity between Teaching Staff and/or University Leadership Employees, and students, in circumstances other than those described and prohibited in Section 17.1 and Section 17.3 above is strongly discouraged.

Application to Graduate Students

17.8 This Policy does not apply to Sexual Activity between graduate students who also hold teaching positions, so long as one of the graduate students is not in a position of academic authority over the other graduate student.

Breach of Policy

17.9 Actions in violation of this Section may constitute grounds for disciplinary action under the Student Code of Conduct, the Respectful Campus Policy, the employment contract and/or any disciplinary process for non-unionized employees, and/or the terms of the collective agreement, as applicable.

18. COLLECTION AND USE OF INFORMATION

18.1 CBU collects personal information under this Policy for the purposes of:

i. Ensuring the safety of individuals and the university community
ii. Respecting and protecting the rights of individuals at the university, including under the Nova Scotia Human Rights Act and Occupational Health and Safety Act

iii. Respecting and enforcing the rights of persons who Disclose or Report Sexual Violence in accordance with the Nova Scotia Human Rights Act, including the right to an appropriate and fair procedure in response to a Report of Sexual Violence, the right to know the outcome of that process and the right to challenge the procedure or outcome, whether internally or through other legal remedies
iv. Respecting and enforcing the rights of persons who are Respondents to Disclosures or Reports of Sexual Violence, including the right to an appropriate and fair procedure in response to a Report of Sexual Violence, the right to know the outcome of that process and the right to challenge the procedure or outcome, whether internally or through other legal remedies
v. Ensuring the integrity and fairness of the processes under this Policy
vi. Providing appropriate information to the Survivor/Victim or Reporting Party and Respondent
vii. Receiving Disclosures and responding to Disclosures of Sexual Violence
viii. Conducting an investigation or proceeding that could lead to a disciplinary measure or remedial measure, and
ix. Collection of data on Sexual Violence that will be de-identified/aggregated.

18.2 CBU discloses personal information and other information to Dalhousie University to the extent required to give effect to this Policy.

18.3 The Sexual Violence Prevention and Response Advocate shall maintain aggregate data, which shall be reported annually to the University Executive and Board of Governors, on:
i. The number of Disclosures received
ii. The nature of the Disclosures in terms of whether they involved:
    - sexual assault
    - sexual harassment
    - social or electronic media
    - on or off campus incidents (or other/not known)
    - whether the identity of the Respondent was disclosed
    - alternative measures requested or accessed.
iii. The number of Disclosures that involved allegations of student peer-on-peer Sexual Violence
iv. The number of Anonymous and Third Party Reports
v. The number of Disclosures that proceeded to a Report, and
vi. The outcome of those Reports (finding/no finding) at the investigation stage and/or on Review.

18.4 Records and data maintained and reported by the Sexual Violence Prevention and Response Advocate will be subject to an audit process.

18.5 The Sexual Violence Prevention and Response Advocate should also Report annually on information on any observable trends.

18.6 The data published by the Sexual Violence Prevention and Response Advocate shall not disclose any personal information as defined in the Freedom of Information and Protection of Privacy Act of Nova Scotia, or similar applicable legislation.

Record Retention

18.7 Records created pursuant to this Policy shall be maintained according to the institutional records retention scheduleh.

Audit of Investigators' Reports

18.8 Investigators' reports produced pursuant to this Policy will be audited by CBU legal counsel for compliance with this Policy.

19. SEXUAL VIOLENCE ADVISORY GROUP

19.1 The CBU Sexual Violence Advisory Group will be established to provide feedback on this Policy, including education and advocacy initiatives.

20. POLICY REVIEW

20.1 The Sexual Violence Prevention and Response Advocate is responsible for ensuring this Policy is reviewed every three years. The Policy may be reviewed earlier if deemed necessary.

21. TIMELINES AND EXCEPTIONAL CIRCUMSTANCES

21.1Standard Timeframes

The University strives to meet all procedural timelines set out in this Policy (e.g., providing a written copy of a complaint within five (5) business days of receipt, investigations will be completed within 30 days of assigning an investigator).

21.2Exceptional Circumstances

The Responsible Authority may extend any timeline when unforeseen or exceptional circumstances make compliance impracticable.

21.2.1 Exceptional circumstances may include, but are not limited to:

- 21.2.1.1 campus closures or interruption of University operations;
- 21.2.1.2 the unavailability, illness, or incapacity of key participants (e.g., Reporting Party, Responding Party, witnesses, or investigators);
- 21.2.1.3 complexity of the matter (e.g., multiple parties, jurisdictional questions, or involvement of external agencies);
- 21.2.1.4 the need to ensure cultural, medical, or accessibility accommodations; or
- 21.2.1.5 any situation in which adhering to the set timeline would compromise a trauma-informed, survivor-centred response.

21.3Ongoing Communication

In such exceptional circumstances, the Responsible Authority will provide regular updates on the progress of the matter until the relevant step is completed.

21.4Record-Keeping

All extensions will be documented, with reasons, and retained with the case file.

21.5Commitment to Timely Resolution

Even when extensions are necessary, the University remains committed to resolving all matters promptly, fairly, and in a manner that prioritizes safety and well-being.

Resources: https://www.cbu.ca/current-students/safety-security-respect/respectful-campus-office/consent/