



**\*\*\*REVISED\*\*\* PUBLIC MEETING AGENDA**












**Date:** Wednesday January 24, 2024  
**Time:** 9:00 – 10:30  
**Information:** Sutherland Campus - 599 Brealey Drive, Peterborough - Room B3330

1. Call to Order, Land Acknowledgement and Confirmation of Quorum K. Jensen, Vice-Chair
2. Declaration of Conflict
3. Approval of Meeting Agenda
4. **Consent Agenda**  
*The following item(s) will be addressed through the consent agenda unless specifically requested to be removed for separate attention, by request.*
  - 4.1 Minutes of the November 22, 2023 Public Board of Governors Meeting  (Approve)
  - 4.2 Policy Revocation: Curricular and Instructional Innovation, 2-211 (Revoke)
    - Briefing Note
    - Policy
  - 4.3 Policy Revocation: Non-Monetary Remuneration, 4-410 (Revoke)
    - Briefing Note
    - Policy
  - 4.4 Environmental, Social and Governance (ESG) Committee Report

<b>5.</b>	<b>Presidents Report – Verbal</b>	<b>President Adamson</b>	<b>10 min</b> <i>(9:05-9:15)</i>
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**Decision Items**

- |           |   |  |                                     |
|-----------|---|--|-------------------------------------|
| <b>6.</b> | <b>Finance and Audit Committee (FAC) Report <input type="checkbox"/></b>  | <b>S. Datta,</b><br>Chair Finance and Audit<br>Committee | <b>10 min</b><br><i>(9:15-9:25)</i> |
|           | 6.1 Financial Position Reports - November 30, 2023 <i>(Receive)</i> <ul style="list-style-type: none"> <li>• Briefing Note <input type="checkbox"/></li> <li>• Financial Statements <input type="checkbox"/></li> </ul> |  |                                     |
|           | 6.2 International Student Fees <i>(Approve)</i> <ul style="list-style-type: none"> <li>• Briefing Note <input type="checkbox"/></li> </ul>  |  |                                     |
|           | 6.3 2024-2025 Student Ancillary Fees <i>(Approve)</i>   |  |                                     |

- Briefing Note 
  - Frost Student Association Fees 
  - Sutherland Student Association Fees 
7. **Professional Cleaning Services Agreement Amendment** D. Van Parys **5 min**  
(9:25-9:30)
- Briefing Note 
  - Amendment 
  - Agreement 
8. **New Program Proposals and Modifications** *(Approve)* Theresa Knott, Associate Vice President, Academic Experience **10 min**  
(9:30-9:40)
- 8.1 Digital Finance
- Briefing Note 
  - New Program Proposal 
- 8.2 Digital Marketing
- Briefing Note 
  - New Program Proposal 
- 8.3 Program Instructional Setting Modification: Paralegal
- Briefing Note 

## Information Items

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9. **10 Day Enrolment Report** S. Gosselin, Executive Vice President IT & Registrarial Services **5 min**  
(9:40-9:45)
10. **Board Chair Report** - Verbal K. Jensen **5 min**  
(9:45-9:50)

## Discussion:

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11. Other **5 min**

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*Close approximately 9:50*



## PUBLIC MEETING MINUTES

**Meeting Date:** November 22, 2023

**Meeting Location:** Sutherland Campus - 599 Brealey Drive, Peterborough Room B3330

**Attendance:**

**External Governors:**

Don Gillespie, <i>Chair</i>	Karen Jensen, <i>Vice-Chair</i>	Sudha Datta <i>Chair FAC</i>
Cory Bryan	Cynthia Chan Reynolds	Kerri Davies
Tim Kennaley	Michael Nasello	Lisa Reed
Doris Stamml		

**President:**

Maureen Adamson

**Internal Governors:**

Laura Coles ( <i>Support Staff</i> )	VACANT ( <i>Academic</i> )	Kiersten Singh ( <i>Student</i> ) ( <i>Regrets</i> )
Marc Patenaude ( <i>Administrative Staff</i> )		

**Senior Administration:**

Brett Goodwin <i>Executive Vice President, Academics &amp; Applied Research and Innovation</i>	Sherry Gosselin <i>Executive Vice President, IT &amp; Registrarial Services</i>	Alan Lambert <i>Executive Vice President, Organizational Effectiveness and Human Resources</i>
Drew Van Parys <i>Executive Vice President, Corporate Services</i>	Kate McIntosh <i>Vice President, Student Experience</i>	Liz Stone <i>Vice President, Indigenous Knowledge and Relations</i>
Laura Gunning <i>Associate Vice President, International</i>	Chris Jardine, <i>Acting Associate Vice President, Marketing and Advancement</i>	Theresa Knott (Regrets) <i>Associate Vice President, Academic Experience</i>
Julie Ferrari <i>Chief of Staff, President's Office</i>	Trish Matthews <i>Director, Corporate Affairs, Governance &amp; Risk Management</i>	

### **1.0 Call to Order, Welcome to the Traditional Territory and Confirmation of Quorum**

The Chair called the meeting to order at 9:00a.m. and acknowledged that the meeting was hosted on the traditional lands of the Mississauga Anishinaabe peoples.

Quorum was confirmed and all in attendance were welcomed. Attendance regrets were noted.

### **2.0 Declaration of Conflict of Interest**

L. Coles, Support Staff Governor, declared conflict with Item 5, Research Strategic Plan, due to work she conducted as part of this project team.

### **3.0 Approval of Meeting Agenda**

**MOTION: Be it resolved that the Board of Governors approve the agenda of the November 22, 2023 public meeting as presented.**

**CARRIED**

### **4.0 Approval of the Consent Agenda**

**MOTION: Be it resolved that the Board of Governors approve the consent agenda for the November 22, 2023, meeting and, through this consent the:**

- 4.1 Minutes of the June 28, 2023 Public Board of Governors Meeting
- 4.2 Policy Revocation: Award of Honourary Degrees, 2-203
- 4.3 Policy Revocation: Computer Software Copyright, 4-403
- 4.4 Policy Revocation: Environmental Policy 4-418

#### 4.5 Briefing Note: Governance Policy and Procedure Review

4.5.1 Procedure: Delegations to the Board

4.5.2 New Policy: Election of Internal Members to the Board of Governors

4.5.2b Procedure: Election of Internal Members to the Board of Governors

4.5.3 Procedure Revocation: BP-002 Expenses Regarding Governor Travel

4.5.4 Procedure Revocation: College Liability Insurance

4.5.5 Procedure Revocation: Consent Agenda

4.5.6 Procedure Revocation: Governors Advocacy

4.5.7 Presidents Performance Evaluation Revocation

4.5.8 Presidential Continuity and Succession Revocation

4.6 ESG Committee Report

4.7 College Quality Assurance Audit Process (CQAAO)

4.8 CQAAO Report

**CARRIED**

#### **5.0 Applied Research Strategic Plan**

President Adamson spoke to Fleming's strong applied research record and strategic investments over the past few years to optimize Applied Research programs.

Following a system wide environmental scan, which was presented to the Board in January, the College engaged Shift Health to develop an evidence-based research strategy and implementation plan.

B. Goodwin presented the final 2024-2029 Applied Research Strategic Plan today, a plan that will be a cornerstone in the Colleges new Strategic Plan.

The presentation highlights a year of work. The Strategic targets table shows the impact once the plan is operational, with targets such as moving from top 20 to top 10 in 5 years.

There are some up front investments, particularly positions to complete work, of approximately \$200,000 some of which will be funded by grants.

**MOTION: Be it resolved that the Board of Governors approve the Applied Research Strategic Plan as presented.**

**CARRIED**

#### **6.0 Finance and Audit Committee Update**

S. Datta spoke to the written report from the Committee. The committee November 15, spending time to review in-year financials, speaking with our audit partners at KPMG, reviewing 2022-2023 special audits, and discussing Enterprise Risk Management and Investment Portfolio reports; reports for which were included on the in-camera agenda.

#### **6.1 Financial Position Reports - September 30, 2023, and Budget Update/Forecast**

Financial reports as at September 30 they tell a good news story.

- Analysis of the year-to-date financial data forecasts a year end surplus of \$24.4M.
- Significant increases in enrollment, both at our home campuses and the Toronto campus, are driving the significant increase in expected surplus relative to budget.
- Total revenues have increased YOY by \$92.6M. The largest driver of this increase (\$59M) is attributable to the Fleming College Toronto (FCT) campus.
- International students at our home campuses contribute \$25.9M of increased revenue in the current YTD.

- Increase in other income is due to increased interest income – as the College takes advantage of short-term investment opportunities because of increased cash balances,  
  
and increased rebate from our International Student Payment processor – due to increased international enrollment, and increased ancillary fees such as the international student healthcare plan.
- Total expenses have increased \$54M in the current year-to-date as compared to the prior year. The majority of this change is related to payments for the operation of FCT.
- Total non-salary operating expenses have increased in the current YTD period by \$3.6M.
- Salaries and Benefits have increased \$4.9M.
- The Compliment Management Workgroup (Vacancy Management) is a rigorous process Chaired by D. Van Parys and a subset of Senior Management Team that completes a position review and requirement review prior to replacement.
- Forecasted changes to budget will be submitted to the Ministry following Board of Governors approval.

**MOTION: Be it resolved that the Board of Governors receive the Financial Reports for the (6) Months Ending September 2023 for information, and**

**Approve the final budget update as presented.**

**CARRIED**

## **6.2 Appointment of External Auditors**

An appointment of the College's independent external audit firm is required annually during the term of the contract for external audit services.

Fleming College issued an RFP for the 2019/2020 fiscal year and the contract was awarded to KPMG LLP. The term of the contract is five (5) years beginning March 31, 2020 and expiring March 31, 2025, with an option to renew for an additional five (5) years. Management is satisfied with the work of the Partner for the March 31, 2023 audit field work.

The fees for 2023-24 are slightly higher than the prior year, approximately equal to inflation of 3.2%.

Proposed costs are \$82,500 for the annual financial audit, \$13,000 for Service System Manager Audit Report, \$13,645 for the enrolment audit and \$3,400 to \$4,100 for each separately funded project audit.

**MOTION: Be it resolved that the Board of Governors appoint KPMG LLP as the College's external auditors for the fiscal year ending March 31, 2024.**

**CARRIED**

## **7.0 Governance Committee Report**

K. Jensen spoke to the written report from the Committee. The Committee is focused on recruitment and policy, working to lay a strong path for good governance in years to come.

## **7.1 Board Recruitment - Academic Governor Appointment**

In accordance with Board of Governors Procedure BP-003, on September 15, 2023 an official call for nominations for an Academic Governor occurred, following the resignation of the last incumbent over the summer.

At the close of the nomination period on September 29, 2023 there was only one (1) nominee for the Academic Governor position. The nominee met and submitted all the requested criteria. As there is only one nominee who meets the requested criteria, no election was required, and the nominee is acclaimed.

T. Hataley, a full-time faculty member in the School of School of Health and Community Service has been nominated to fill the Academic Governor role. Mr. Hataley's statement of intent, and strong colleague support statements are included in the briefing note.

**MOTION: Be it resolved that the Board of Governors approve the appointment of Todd Hataley to the role of Academic Governor for the 2023-2024 and 2024-2025 Terms.**

**CARRIED**

## **8.0 Policies**

### **8.1 Accessibility for Ontarians with Disabilities Act (AODA) Policy**

To comply with Accessibility for Ontarians with Disabilities Act (AODA) requirements, Fleming College must have current policies and procedures related to accessibility and support to persons with a disability.

The College currently has two separate policies related to this issue: *Accessibility for Persons with Disabilities 3-341* and *Access and Accommodation for Students with Disabilities 7-701*.

The Policy and Procedure Committee, which has oversight to ensure that College policies and procedures align with legislation, the College's objectives, and best practices, compared the policies resulting in the recommendation that the College amalgamates these policies into one: *Accessibility for Persons with Disabilities 3-341*, and the recommended Policy Authority for it should be Human Resources.

This will provide the College with one policy specific to this issue under which departments may have procedures to guide application specific to their departmental needs. There is currently an existing procedure for student services that is recommended to remain in place (OP 7-701).

**MOTION: Be it resolved that the Board of Governors approve *Accessibility for Persons with Disabilities Policy 3-341*; and approve the revocation of *Access and Accommodation for Students with Disabilities Policy 7-701*, for implementation December 1, 2023.**

**CARRIED**

### **8.2 Academic Integrity Policy**

The revision made allows for the following:

- Alignment with the International Centre of Academic Integrity (ICAI) fundamental values of academic integrity;
- Clarity of procedures and responsibilities of faculty, records staff, and academic integrity staff;
- Addition of a warning level: where a genuine error occurs, Faculty may give a warning to encourage and support learning. The Board discussed the educational versus punitive approach.

**MOTION: Be it resolved that the Board of Governors approve revised the revised Academic Integrity Policy #2-201A, for implementation January 8, 2024.**

**CARRIED**

### **9.0 Program Modifications**

B. Goodwin spoke to the reports.

#### **9.1 Arboriculture (Co-op) (AR) Instructional Settings Modification**

The School of Environmental and Natural Resource Sciences requested approval to modify the instructional settings of the Arboriculture (Co-op) Ontario College Certificate. The proposed instructional settings modifications were supported by the Arboriculture Program Advisory Committee (PAC) on April 18, 2023.

The Urban Forestry Certificate program is targeting the same demographic as the Arboriculture program and students tend to move between both programs, or, are completing both certificates.

The Urban Forestry program is an alternative for Arboriculture students who are struggling with the climbing requirements. Aligning the curriculum of the Arboriculture program with the changes made to the Urban Forestry program will allow us to keep offering this internal pathway and the opportunity to complete both credentials.

**MOTION: Be it resolved that the Board of Governors approve the instructional settings modification of the Arboriculture (Co-op) (AR) Ontario College Certificate for implementation Winter semester, 2025.**

**CARRIED**

#### **9.2 Urban Forestry (UF) Title, VLO and Instructional Settings Modification**

The School of Environmental and Natural Resource Sciences is requested approval to modify the title from “*Urban Forestry*” to “*Tree Care Techniques*” and will include modifying and modernizing the Vocational Learning Outcomes and instructional settings of the program.

The proposed title, VLO and instructional settings modifications were presented to the Urban Forestry Program Advisory Committee (PAC) in April 2023 with follow-up email discussions held in early June 2023. The PAC supports these proposed program changes.

**MOTION: be it resolved that the Board of Governors approve the title, Vocational Learning Outcome (VLO) and instructional settings modification of the Urban Forestry (UF) Ontario College Certificate for implementation Fall semester, 2024.**

**CARRIED**

#### **9.3 Applied Data Analytics change to Spatial Data Analytics**

The School of Environmental and Natural Resource Sciences requested approval to offer a Spatial Data Analytics Ontario College Graduate Certificate program that will share curriculum with the new Geographical Information Systems for Analytics Ontario College Graduate Certificate program.

The Applied Data Analytics program was initially developed and approved in April 2020 just as the Covid-19 pandemic started. The program was a collaborative effort between the School of Health and

Wellness, School of Justice and Community Development, School of Business, and the School of Environmental and Natural Resource Sciences (SENRS). Due to the Covid-19 pandemic and in part to the organizational changes in the Schools of Health and Wellness, Justice and Community Development, and Business, the program did not launch and has been dormant for the past three years.

To quicken the approval of the Spatial Data Analytics program and make use of the dormant Applied Data Analytics program, SENRS wishes to modify the title and Vocational Learning Outcomes of this existing but dormant program to become the new Spatial Data Analytics program.

**MOTION: Be it resolved that the Board of Governors approve the title modification of the Applied Data Analytics Ontario College Graduate Certificate to “Spatial Data Analytics” and the subsequent VLO change for implementation Fall semester, 2024.**

**CARRIED**

#### **9.4 Waste Resource Management – Environmental (SWM) Program Length and Instructional Settings Modification**

The School of Environmental and Natural Resource Sciences (SENRS) requested approval to modify the program length of the currently two-semester Waste Resource Management – Environmental program to a three-semester program.

The modification will include mandatory 450-hour co-op in the third semester, thereby improving student success and satisfaction. The current program included a 180-hour field placement in the second semester.

This change will further prepare graduates for entry level positions in the labour market, through a full semester of co-op and more time for technical courses. This change will also allow the program to align with the new full cost recovery four-semester Environmental Waste Resource Management - Canadian Context program. The SWM Program Advisory Committee approved this modification on March 29, 2023.

**MOTION: be it resolved that the Board of Governors approve the program length and instructional settings modification of the Waste Resource Management - Environmental Ontario College Graduate Certificate program for development and implementation Fall semester, 2024.**

**CARRIED**

#### **9.5 Fitness & Health Promotion Instructional Settings Modification**

Fleming College’s Fitness and Health Promotion Ontario College Diploma program has been offered by the School of Health and Community Services at the Sutherland Campus since 2008. The program shares curriculum and faculty with the Recreation and Leisure Services (RLS) Ontario College Diploma program.

Currently FHP and RLS have a dual diploma pathway established where they share curriculum in semester one and two of their programs. Semesters three and four are separate for each program. Semester four in both programs is a block placement course where FHP currently completes 392 hours (FLPL 215) and RLS completes 490 hours (FLPL 55).

To improve the dual diploma pathway for students and remove the need for students to complete a second block placement, we wish to increase the required placement hours to 420 for the FHP



program, which is a 40% increase in hours from the last approved placement instructional settings total for the program.

This will then allow for the new FLPL 215 to be an equivalent course to FLPL 55 and therefore make the dual diploma more attractive to students because students will only need to complete one additional semester of study to attain both diplomas.

**MOTION: Be it resolved that the Board of Governors approve the instructional settings modification of the Fitness and Health Promotion (FHP) Ontario College Diploma for implementation Fall semester, 2024.**

**CARRIED**

### **9.6 Health Care Management, Ontario College Graduate Certificate**

The School of Health and Community Services requested approval to develop and launch of a 1-year, two-semester Ontario College Graduate Certificate Program in *Health Care Management*.

The program concept was approved by the Board of Governors on February 14<sup>th</sup>, 2023, which resulted in the development of the full business case. The program will be launched as a fully funded program, pending appropriate ministry approval, in Fall 2024.

The Health Care Management program is expected to attract working professionals that already hold a diploma, advanced diploma, or degree in a health care related field who want to progress their career into leadership and managerial positions.

The proposed program will include themes around leadership development, team communication, ethical and legislative awareness, project management, and grant proposal writing. In addition, Indigenous Perspectives content will be incorporated throughout the program specific to truth and reconciliation and health care for marginalized communities.

In the final semester, students will complete a capstone learning experience as an applied project with a community partner, providing them the opportunity to combine real world professional experience with integration of learned materials into industry specific situations.

**MOTION: Be it resolved that the Board of Governors approve the Health Care Management Ontario College Graduate Certificate program for launch September 1st, 2024.**

**CARRIED**

### **9.7 Service End User Design**

Service design (SD) is an emerging discipline of design which focusses on understanding human behaviors and organization and business processes workflows. There is a significant need for designing customer and user accessible services and products in all sectors.

SD primarily visualizes interactions between humans (users, customers) and systems that deliver products and services (public or private). Service Design employs various design techniques such as visualization tools and mapping methods to design products and services.

The two-semester hybrid Service and User Experience Design program will be offered as a full cost recovery program first to ensure a quick launch followed by a funded version of the same program

Once students complete this post graduate certificate, they can apply to continue their studies in the proposed Interface Design UX/UI Ontario College Graduate Certificate program, thereby increasing their time at Fleming College.

**MOTION: Be it resolved that the Board of Governors approve the development and implementation of the full cost recovery Service and User Experience Design Ontario College Graduate Certificate for implementation Fall 2024.**

**CARRIED**

### **9.8 Interface User Design**

The Interface Design UX/UI program employs visual and graphic design principles to create pixel perfect user interfaces for a wide variety of digital products.

A successful user experience is determined by the ability to easily navigate and engage with a digital product while integrating brand strategies adapted to the digital interactive media (IDM).

The two-semester hybrid Interface Design UX/UI program will be offered as a full cost recovery program first to ensure a quick launch followed by a funded version of the same two-semester program.

Once students complete this post graduate certificate, they can apply to continue their studies in the proposed Service and User Experience Design Ontario College Graduate Certificate program.

**MOTION: Be it resolved that the Board of Governors approve the development and implementation of the full cost recovery Interface Design UX/UI Ontario College Graduate Certificate for implementation Fall 2024.**

**CARRIED**

### **10.0 Indigenous and Academic Student Experience Report**

Fleming College strives to follow the path of Truth and Reconciliation and has many hopes and dreams for supporting indigenous learners. All departments work closely to realize the commitment to Indigenous Education

E. Stone, Vice President Indigenous Knowledge, spoke to the report.

Indigenous Fleming identifies the Academic & Service initiatives, projects and communications that Fleming College is currently engaged in that meet the commitments identified in the Strategic Plan, Business Plan and Indigenous Education Protocol, respectively.

*Indigenous student enrollment:*

- Fall 2022: 251
- Winter 2023: 220
- Spring 2023: 89

**\*\*560 total which is 6.1% of Domestic enrollment**

With approximately 16,000 Indigenous Students on post-secondary in Ontario, Fleming College serves 2.3% of overall postsecondary attendees.

**MOTION: be it resolved that the Board of Governors receive the Indigenous Academic & Student Services Report, 2022/23 Academic Year, for information.**

**CARRIED**

### **11. Equity, Diversity and Inclusion Update**

Fleming's EDI Project Plan was developed to guide and support the advancement of equity, diversity, and inclusion across the College Community.

A. Lambert, EVP Human Resources and Organizational Development, spoke to the report.

Key advancements and accomplishments were made across several projects, including:

- Inclusive Curriculum Toolkit
- Inclusive Leadership Development Opportunities
- Inclusive Interviewing Practices
- Inclusive Communication Toolkit

Project priorities for 2023-2024 are as follows:

- Anti-Indigenous Racism Training: Development and Launch
- Cultural Competency Development for Student Services
- Revise the EDI Action Plan → EDI Strategy in Alignment with 2024 – 29 Strategic Plan
- Evaluate the Inclusive Curriculum Toolkit

**MOTION: Be it resolved that the Board of Governors receive the Equity, Diversity, and Inclusion update.**

**CARRIED**

### **Board Chair Report**

D. Gillespie provided a verbal report including:

- Update on large capital projects underway
- Community Consultations ongoing
- Participation in Remembrance Day ceremony.

### **11.0 President's Report**

President Adamson submitted her written report and welcomed questions.

**MOTION: Be it resolved that the Board of Governors receive the President's Report for information.**

**CARRIED**

### **12.0. Close**

The meeting was declared closed at 10:00a.m

*Signed as approved:*

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Don Gillespie  
Chair  
Fleming College Board of Governors



# Board of Governors

## Briefing Note



**Topic:** Curricular and Instructional Innovation, 2-211  
**Report To:** Public Board Meeting  
**Meeting Date:** January 24, 2024  
**Prepared By:** Trish Matthews, Director Corporate Affairs, Governance and Risk Management

### Recommended Motion

That the Board of Governors revoke *Curricular and Instructional Innovation, 2-211*

### Overview

*Policies and procedures support academic activities and administrative operations, mitigate risk, comply with applicable legislation and follow best practices. Fleming Colleges Policy Frameworks requires policies and procedures be reviewed as required with changes to practice or legislation and carry a mandatory review date of three (3) years.*

*A comprehensive and fulsome review of all policies is underway, led by a task-oriented Policy and Procedure Committee, to ensure policy relevance and compliance with the policy framework requirements. As such, a number of recommendations will be brought forward to Senior Management Team and the Board of Governors for consideration in the coming term(s).*

### Curricular and Instructional Innovation, 2-211

- <https://department.flemingcollege.ca/policies-procedures/attachment/95/download>
- Reviewed May 2013
- **Material is covered in 2-213 and associated procedures.**

### Risks and Considerations

External Environment     Internal Environment     Financial     Human Resources  
 Information Technology     Legal     Operational     Strategic     N/A

### Supporting Documentation

- *Curricular and Instructional Innovation, 2-211*

## SIR SANDFORD FLEMING COLLEGE POLICY MANUAL

<b>Policy # 2-211 Curricular and Instructional Innovation</b>	
Classification: Section 2 – Academic Affairs	
Approved by: Board of Governors	Date: May 1, 2013 (BoG May 1, 2013 #2)
Replaces: # 2-207 (BoG May 1, 2002 #7)	
Next Policy Review: 2018	Responsibility: Vice-President Academic

### **Policy Statement**

Sir Sandford Fleming College is committed to the design, development and delivery of high quality, relevant, applied learning experiences that maximize student learning and success.

To that end, Sir Sandford Fleming College will establish institution-wide initiatives and processes that result in course and program creation/modification that inspire learners to engage the future and reach their personal potential in a creative, supportive learning environment.

### **Purpose**

The purpose of this policy is to promote and advance curricular and instructional innovation. This policy applies to all staff of Fleming College.

### **Scope**

It is the responsibility of the Vice-President Academic and the Director of the Centre for Learning and Teaching to ensure the processes are properly enforced; to monitor adherence to the policy; and to interpret the policy.

### **Definitions**

**KPI:** Key Performance Indicators

### **General Principles**

The College is committed to supporting a variety of institution wide processes that will ensure the dynamic development and maintenance of courses and programs. These processes include, but are not limited to the following types of activities:

#### *Research*

Strategies for curriculum development and teaching and learning are developed through active research on trends and innovation in higher education. This includes research on learning, learning theories and cognition, the design of the learning environment, appropriate uses of educational technology, e-learning, and assessment methodologies.

#### *Alignment in planning*

The process of project prioritization and selection is aligned with college strategic directions and resourcing. New program development, curriculum renewal and program review is based upon on-going environmental scanning, the fit with existing college strengths and in response to community and vocational needs.

#### *Dissemination and Support*

Models, resources, knowledge dissemination and skill development will be supported through a variety of strategies including direct centre support, online and hard copy publication, in-house professional development initiatives, presentations, webinars, podcasts, listservs, etc. and in the value placed on teaching and learning in professional development plans.

### Assessment

The college is committed to outcomes based learning and the assessment of those outcomes through an integrated and appropriate assessment process (e.g. authentic, situation activity, capstone courses, applied projects).

Programs and curriculum are evaluated through the use of a variety of formal and informal assessment tools including course evaluation, annual curriculum renewal and program review every five years. KPI's and responsiveness to feedback from stakeholders such as the student body, K-12 and other partners in higher education, industry representatives, advisory committees and government.

### Operating Procedure

1. The Deans and Chairs in each of the Schools are primarily responsible to create opportunities and encourage faculty and staff toward curricular and instructional innovation.
2. The Academic Leaders Team, the Academic Planning and Development Committee, and the Vice President Academic will be responsible for monitoring policy implementation.
3. The Centre for Learning and Teaching will provide college wide leadership in researching and supporting all aspects of learning and cognition, curriculum and program design and alternative delivery approaches.
4. Fleming Data Research will provide specific support for in-house data collection and analysis, environmental scanning, demographic trends and other needs related to program development, review and positioning.

### Related Documents

- *Program Quality Assurance*, Policy #2-213
- *Curriculum Renewal and Program Review*, Policy #2-207
- *Faculty Professional Development*, Policy #3-335
- Common Block Development Model

*The Centre for Learning and Teaching works in partnership with academic schools, departments, faculty members and students, to enhance teaching and learning and to support the implementation of Fleming College's academic strategic priorities. Resource information for curricular and instructional innovation can be found on the Centre for Learning and Teaching Website. <http://flemingclt.ca>*

### Monitoring of Operating Procedure

Next Review: 2016

Responsibility of: *Vice-President Academic; Director, Centre for Learning and Teaching*

Procedure Review Summary:

Section and Month date, year  
Section and Month date, year

Person/Department/Committee  
Person/Department/Committee



# Board of Governors

## Briefing Note



**Topic:** Non-Monetary Remuneration, 4-410  
**Report To:** Public Board Meeting  
**Meeting Date:** January 24, 2024  
**Prepared By:** Trish Matthews, Director Corporate Affairs, Governance and Risk Management

### Recommended Motion

That the Board of Governors revoke *Non-Monetary Remuneration, 4-410*

### Overview

*Policies and procedures support academic activities and administrative operations, mitigate risk, comply with applicable legislation and follow best practices. Fleming Colleges Policy Frameworks requires policies and procedures be reviewed as required with changes to practice or legislation and carry a mandatory review date of three (3) years.*

*A comprehensive and fulsome review of all policies is underway, led by a task-oriented Policy and Procedure Committee, to ensure policy relevance and compliance with the policy framework requirements. As such, a number of recommendations will be brought forward to Senior Management Team and the Board of Governors for consideration in the coming term(s).*

Non-Monetary Remuneration, 4-410

- <https://department.flemingcollege.ca/policies-procedures/attachment/152/download>
- Reviewed March 1995
- Not in Practice

### Risks and Considerations

External Environment     Internal Environment     Financial     Human Resources  
 Information Technology     Legal     Operational     Strategic     N/A

### Supporting Documentation

- *Non-Monetary Remuneration, 4-410*

## SIR SANDFORD FLEMING COLLEGE

### POLICY MANUAL

POLICY NO. 4-410	APPROVED BY: BOARD OF GOVERNORS
PAGE NO. 1 OF 1	SUPERCEDES:
DATE APPROVED: March 8, 1995	
<b>SUBJECT: NON-MONETARY REMUNERATION</b>	

The purpose of this policy is to provide dollars for incremental professional development opportunities and equipment purchases by enabling employees, at the discretion of the manager, to forego monetary remuneration for activities performed outside of their regular workload and putting the related dollars into a special account for that purpose. This policy is directed primarily at academic employees, however in some circumstances other employees may also be eligible.

The administration of this policy is the responsibility of the manager. It is their responsibility to review the proposed transaction in sufficient detail to ensure the interests of the College are safeguarded. Specifically:

- the additional workload does not compromise in any way the interests of the College
- the extra assignment is consistent with the spirit of the policy and specifically is not work covered by the collective agreement
- any PD opportunity is a valid activity through established channels and procedures.
- if College equipment is purchased that will not reside in College facilities, it is appropriately controlled.

The Vice President, Finance and Administration is responsible for the interpretation of this policy.





## Board of Governors

### Briefing Note



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**Topic:** Environmental, Social and Governance (ESG) Committee Report  
**Report To:** Public Board Meeting  
**Meeting Date:** January 24, 2024  
**Prepared By:** Trish Matthews, Director Corporate Affairs, Governance and Risk Management

#### Recommendation

That the Board of Governors receive the January 18, 2024 Environmental, Social and Governance (ESG) Committee Report for information.

#### Overview

##### **ESG Status Update**

Fleming College and Vassara have worked together to develop an ESG Strategy. The ESG Strategy identifies key initiatives that, when implemented will increase revenue while reducing operating costs and risk at the College.

On January 25, 2023, the Board of Governors approved proceeding with the ESG implementation consistent with the Report titled '*ESG: A financial Imperative*', allowing the College to proceed to the implementation stage.

This ESG Implementation Plan is focused on developing the ESG foundational structures upon which the ESG initiatives will be built.

Management Reported on Progress since the first ESG Steering Committee meeting:

##### Staffing and funding

- Hire/reassign members of ESG Department - 29% complete

##### Benchmarks

- Environmental - 83% complete
- Social Justice - 11% complete
- Governance - 100% Complete

##### Initiative Implementation

- Environmental - 36% complete
- Social Justice - 11% complete
- Governance - 100% Complete

##### Inaugural ESG Report

- Draft Framework for ESG Report - 100% complete

The following working groups have been established in order to complete operating plan initiatives:

- ESG Department working group has been established comprised of one Fleming Appointee and Vassara, to continue meeting on a ongoing basis to complete objectives identified in the Strategy Report.
- Social Justice Benchmarking and Initiatives working group has been established comprised of Fleming Human Resources Appointee, and Vassara, to continue meeting on a ongoing basis to complete objectives identified in the Strategy Report

- Environmental Initiatives working group has been established comprised of one Facilities Department Appointee(s) and Vassara, to continue meeting on an ongoing basis to complete objectives identified in the Strategy Report.



# Board of Governors

## Briefing Note



# FLEMING

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**Topic:** Finance and Audit Committee Report  
**Report To:** Public Board Meeting  
**Meeting Date:** January 24, 2024  
**Prepared By:** Trish Matthews, Director Corporate Affairs, Governance and Risk Management

### Recommendation

That the Board of Governors receive the January 24, 2024 Finance and Audit Committee Report for information.

### Overview

#### **Financial Position Reports - November 30, 2023**

The Committee reviewed and discussed Financial Position Reports as at November 30, 2023.

Committee recommendations to the Board of Governors are included in the appended briefing note.

#### **2024-2025 Budget**

The 2024-25 Budget is currently underway, following the timeline and path approved by the Board during the 2022-23 Budget cycle, with a budget to be brought forward for approval prior to the start of the 2024-25 fiscal year. The committee discussed overall approach including adjustments to base budgets for inflation, and departments access one-time budget funding through the Strategic Needs fund. A draft budget presented to the Senior Management Team in January followed by a presentation to the Finance and Audit Committee at its March meeting.

Committee recommendations to the Board of Governors are included in the appended briefing note.

#### **2024-2025 International Tuition Fees**

The *Ministers Binding Policy Directive on Tuition and Ancillary Fees* require The Board of Governors of a college must approve tuition and ancillary fees for all programs of instruction and courses delivered by the college.

A pause in tuition fee increase feels appropriate for Fleming to help offset an increasingly competitive market and earn market share, especially as we further our efforts to diversify our international student population.

Management recommends no increase in in fees for the upcoming academic year

Committee recommendations to the Board of Governors are included in the appended briefing note.

#### **2024-2025 Ancillary Fees**

Ancillary fees align with the Minister's Binding Policy Directive on Tuition and Ancillary Fees and has been developed through consultation with our Student Governments. Finance recommends most fees be kept to levels that reflect cost of living increases, using the Consumer Price Index as published by Statistics Canada as a guide to inflation.

Committee recommendations to the Board of Governors are included in the appended briefing note.

### [Supporting Documentation](#)

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- Briefing Note: Financial Position Reports – November 30, 2023
- Financial Statements
- Briefing Note: 2024-2025 Budget Status
- Briefing Note: 2024-2025 International Student Fees
- Briefing Note: 2024-2025 Ancillary Fees



## Board of Governors

### Briefing Note



# FLEMING

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**Topic:** Financial Reports for the (8) Months Ending November 2023  
**Report To:** Public Board Meeting  
**Meeting Date:** January 24, 2024  
**Prepared By:** Drew Van Parys, EVP, Corporate Services  
Greg Edwards, Interim VP, Finance  
Leah Koehler, Manager Financial Planning and Analysis

### Recommendation

That the Board of Governors, upon recommendation by Finance and Audit Committee, receive the Financial Reports for the (8) Months Ending November 2023 for information.

### Overview

This briefing note provides an overview of the financial reporting package for the (8) months ended November 2023. Included in the package is the Statement of Revenue and Expenditures, Cash Flow Projection, Balance Sheet as of November 30, 2023, and forecasted financial health indicators. The projection is based on information available as of January 9<sup>th</sup>.

Analysis of the year-to-date financial data forecasts a year end surplus of \$28.9M, with changes to budget noted below. At a high-level, the College has seen significant increases in enrollment, both at home campus and the Toronto campus, which is driving the significant increase in expected surplus relative to budget.

### **Statement of Revenue and Expenses – year-over year (YOY) comparison**

Total revenues have increased YOY by \$128.7M. The largest driver of this increase (\$59.5M) is attributable to the Fleming College Toronto (FCT) campus – pursuant to our Public-Private Partnership (Private Career College). The comparative period reflects the first semester of operations of FCT, who had approximately 400 students in its initial intake vs over 4000 students in the Fall 2023 semester.

Home campus tuition is up, YOY, by \$55.6M, based on strong increases in international enrollment. This increase is attributable to both an increase in international enrolment and a change in the timing of an internal process. The internal process that drives revenue recognition (the 'tuition calculation' in our ERP system) has been moved up and is reflected in the November results. This change is to facilitate students having access to student balances earlier. The result of this change is that the revenue from the Winter semester has been reflected in the November monthly results rather than December. Actual tuition revenue activity resulting from changes in enrolment between now and Day 10 (new intake, withdrawals, etc.) are recognized on a daily basis.

Other income is a large contributor to the YOY increase in total revenue, showing a \$14.2M increase over the comparative period. The increase in other income is due to (a) increased interest income – as the College takes advantage of short-term investment opportunities because of increased cash balances, and (b) increased ancillary fees resulting from the above noted internal process related to tuition calculation in our ERP system occurring earlier than previous years'.

Total expenses have increased \$80.8M in the current year-to-date as compared to the prior year. The majority of this change is related to payments for the operation of FCT – accounting for \$67.0M of the increased expenses. As noted above, this increase is due to (a) FCT commencing operations in the Fall 2022 semester, and (b) the significant enrollment growth at FCT.

Total non-salary operating expenses have increased in the current YTD period by \$6.5M as compared to the prior period. This increase is primarily attributable to variable expenses related to enrolment, such as instructional support and international payments (consisting of agent commissions and the premiums on international student health insurance). The increase in plant security is related only to timing due to supplier invoicing issues last November.

Salaries and Benefits have increased \$8.1M in the current period as compared to the prior period. The increase is primarily attributable to Bill 124 retroactive payments, increased part-time academic costs resulting from increased section sizes due to higher enrolment and new hiring pursuant to the compliment management working group.

### **Balance Sheet**

The following explain key variances (>\$500K) on the balance sheet:

**Cash and Investments** – increase of \$74.9M over the previous year, driven by increased international enrollment. We continue to expand our short-term investments to match deferred revenue, taking advantage of student prepayments to generate incremental interest income.

**Accounts receivable** - increase year-over year of \$13.3M due to the timing of our internal 'tuition calculation' ERP process. The receivable primarily represents winter term student receivables, for which payments are ongoing based on various due dates in December/January. The comparative period did not include any winter student receivables.

**Prepaid and Inventory** – Prepays have increased \$3.6M over the prior year primarily due to prepayment of fees to our public-private partner related to the Toronto campus. As per our agreement, the College must prepay a portion of the winter fees to the partner. This prepaid will be recognized when the public-private reconciliation process is completed (i.e. in February).

**Restricted and long-term investments** – decrease of \$5.2M as compared to the prior year due to the transfer of non-ministry endowments to the Fleming Foundation in August of the current year.

**Accounts payable** - increase of \$21.3M compared to the prior year due to an accrual of expected payment to our public-private partner related to the Toronto campus.

**Accrued payroll** – increase of \$1.2M compared to the prior year, this is due to the timing of pay cycles, as well as the current pay cycle including retro pay pursuant to Bill 124.

**Deferred revenue** – increase of \$18.4M over the comparative period. Deferred revenue largely consists of prepayment of tuition by international students. As enrollment has increased, so too has deferred revenue.

### **Forecast - Statement of Revenue and Expenditures**

The following provides a high-level commentary regarding areas where forecast is different to budget by greater than \$500K. Note that expenses related to SSM, and externally funded projects are essentially 'flow-through' in

the sense that there are offsetting revenues and expenses – and accordingly have been omitted from the below discussion.

**Tuition revenue** – Full-time tuition revenues are projected to be \$1.6M higher than the budget. International tuition is projected to be \$2.1M higher than budget, offset by slightly lower domestic tuition (-0.5M). A summary of enrollment relative to budget is noted below:

Term	Budget		Projected		Variance	
	International	Domestic	International	Domestic	International	Domestic
Spring	1,328.00	909.00	1,630.00	947.00	- 302.00	- 38.00
Fall	2,175.00	3,418.00	3,810.00	3,249.00	- 1,635.00	169.00
Winter	2,344.00	3,435.00	4,391.00	2,700.00	- 2,047.00	735.00
Total	5,847.00	7,762.00	9,831.00	6,896.00	- 3,984.00	866.00

**Salaries and Benefits** – In aggregate, salaries and benefits are expected to decrease \$2.7M compared to budget. While the College has many positions approved by our complement management process, many of the positions have delayed hiring and/or unexpected vacancies resulting in some temporary savings in both full-time administrative and support positions. By contrast, the academic part-time savings are due to optimization of section sizes. While enrolment increased, the section sizes were strategically adjusted and resulted in lower overall expected part-time academic costs.

**Instructional Support** – increase of \$0.5M due to increased enrollment.

**International payments** – expected increase to budget of \$0.9M, attributable to increased agent commissions and the cost of international health care.

**Financial Ratios/Indicators**

The below table sets out the financial health indicators for Fleming, based on projected results for fiscal 23-24. With the exception of the net assets to expense ratio, all metrics are a ‘pass’. The net assets to expense ratio is projected to fall just below the benchmark level, due to PCC expenses being included in the denominator.

Ratio	Benchmark	Projected March 31/24	Pass/Fail
Annual Surplus	> \$0	\$28.9	Pass
Accumulated Surplus	> \$0	\$69M	Pass
Quick Ratio	>= 1.0	6.1	Pass
Total Debt to Asset Ratio	<= 35%	10.1%	Pass
Debt Servicing Ratio	<= 3%	0.6%	Pass
Net Assets to Expense Ratio	>= 60%	59%	Fail
Surplus (Deficit) to Revenue Ratio	>= 1.5%	10%	Pass

**Alignment with Fleming College’s Strategic Direction and the Strategic Mandate Agreement**

Strengthen Flemings financial health and sustainability to ensure new/existing programs, services and infrastructure is supported, funded and optimized.

**Risks and Considerations**

- External Environment   
  Internal Environment   
  Financial   
  Human Resources  
 Information Technology   
  Legal   
  Operational   
  Strategic   
  N/A

## Supporting Documentation

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- Statement of Revenue and Expenditures for the eight (8) months ending November 30, 2023
- Cash Flow Projection for the year ending March 31, 2024
- Balance Sheet as of November 30, 2023
- Financial Health Indicators as of November 30, 2023



**SIR SANDFORD FLEMING COLLEGE****Attachment 1 - Statement of Revenue and Expenditures****For the 8 months ending November 30, 2023**

	Current Year			Prior Year		Forecast	
	Actual To 30-Nov-23	Budget Update 31-Mar-24	Budget \$ Remaining	Actual To 30-Nov-22	Actual 31-Mar-23	Fiscal Year Projection	Projected Variance
<b>Revenue</b>							
<b>Operating Grants</b>	\$ 28,847,441	\$ 45,544,042	\$ 16,696,602	\$ 28,342,223	\$ 47,764,004	\$ 45,948,659	\$ 404,617
Domestic Full-time Tuition	12,146,458	12,481,792	335,334	8,681,240	12,425,743	11,928,445	(553,347)
International Full-time Tuition	71,860,484	69,345,991	(2,514,494)	19,683,793	34,408,246	71,478,885	2,132,894
Full-time Tuition	84,006,942	81,827,783	(2,179,160)	28,365,033	46,833,989	83,407,330	1,579,547
Part-time and Other Tuition	2,287,098	2,775,119	488,022	2,383,956	3,022,769	2,775,119	-
<b>Student Tuition Fees</b>	<b>86,294,040</b>	<b>84,602,902</b>	<b>(1,691,138)</b>	<b>30,748,989</b>	<b>49,856,758</b>	<b>86,182,449</b>	<b>1,579,547</b>
<b>Other Income</b>	<b>24,205,906</b>	<b>30,448,575</b>	<b>6,242,669</b>	<b>10,039,966</b>	<b>20,826,190</b>	<b>30,877,304</b>	<b>428,730</b>
<b>Amortization of Deferred Capital Contributions</b>	<b>2,956,762</b>	<b>4,799,850</b>	<b>1,843,088</b>	<b>3,048,128</b>	<b>4,760,730</b>	<b>4,799,850</b>	<b>-</b>
<b>Total Operating Revenues</b>	<b>142,304,148</b>	<b>165,395,369</b>	<b>23,091,221</b>	<b>72,179,306</b>	<b>123,207,683</b>	<b>167,808,262</b>	<b>2,412,894</b>
<b>Service System Management</b>	<b>11,163,129</b>	<b>17,051,331</b>	<b>5,888,202</b>	<b>12,415,161</b>	<b>15,952,366</b>	<b>17,051,331</b>	<b>-</b>
<b>Tuition Holdback &amp; Ministry Bursaries</b>	<b>1,470,632</b>	<b>2,550,000</b>	<b>1,079,368</b>	<b>1,343,033</b>	<b>2,199,867</b>	<b>2,694,258</b>	<b>-</b>
<b>Externally Funded Special Projects</b>	<b>5,511,273</b>	<b>10,141,606</b>	<b>4,630,333</b>	<b>7,189,898</b>	<b>12,445,154</b>	<b>10,141,606</b>	<b>-</b>
<b>Ancillary Operations</b>	<b>5,033,345</b>	<b>5,623,715</b>	<b>590,370</b>	<b>3,180,400</b>	<b>5,897,516</b>	<b>5,623,715</b>	<b>-</b>
<b>Private Career College</b>	<b>65,309,249</b>	<b>86,339,545</b>	<b>21,030,297</b>	<b>5,761,981</b>	<b>18,669,791</b>	<b>86,339,545</b>	<b>-</b>
<b>Total Revenue</b>	<b>\$ 230,791,777</b>	<b>\$ 287,101,566</b>	<b>\$ 56,309,789</b>	<b>\$ 102,069,779</b>	<b>\$ 178,372,378</b>	<b>\$ 289,658,718</b>	<b>\$ 2,557,152</b>

**SIR SANDFORD FLEMING COLLEGE**

*Attachment 1 - Statement of Revenue and Expenditures  
For the 8 months ending November 30, 2023*

	Current Year			Prior Year		Forecast	
	Actual To 30-Nov-23	Budget Update 31-Mar-24	Budget \$ Remaining	Actual To 30-Nov-22	Actual 31-Mar-23	Fiscal Year Projection	Projected Variance
<b>Expenditures</b>							
<b>Salaries and Benefits</b>							
Academic, Full Time	\$ 16,725,295	\$ 25,063,523	\$ 8,338,228	\$ 15,436,406	\$ 23,254,382	\$ 25,063,523	-
Administration, Full Time	7,645,165	13,091,540	5,446,375	6,341,714	10,360,318	12,314,342	(777,198)
Support, Full Time	10,443,932	16,562,600	6,118,668	9,595,072	14,552,594	15,919,084	(643,515)
<b>Salaries, Full Time</b>	<b>34,814,392</b>	<b>54,717,663</b>	<b>19,903,271</b>	<b>31,373,192</b>	<b>48,167,294</b>	<b>53,296,949</b>	<b>(1,420,714)</b>
Academic, Part Time	12,006,409	23,262,811	11,256,402	8,970,736	14,410,298	22,017,924	(1,244,887)
Other, Part Time	1,553,644	3,865,335	2,311,691	1,222,213	1,960,960	3,865,335	-
<b>Salaries, Part Time</b>	<b>13,560,053</b>	<b>27,128,146</b>	<b>13,568,093</b>	<b>10,192,949</b>	<b>16,371,258</b>	<b>25,883,259</b>	<b>(1,244,887)</b>
<b>Benefits</b>	<b>10,609,007</b>	<b>18,541,700</b>	<b>7,932,694</b>	<b>9,272,536</b>	<b>14,417,562</b>	<b>18,541,700</b>	<b>-</b>
<b>Total Salaries and Benefits</b>	<b>58,983,452</b>	<b>100,387,509</b>	<b>41,404,057</b>	<b>50,838,677</b>	<b>78,956,114</b>	<b>97,721,909</b>	<b>(2,665,600)</b>
<b>Non-Salary Expenses</b>							
Instructional support	5,457,810	7,410,768	1,952,958	4,556,912	5,455,044	7,910,768	500,000
Travel and Professional Development	894,022	1,756,934	862,912	447,752	1,067,913	1,756,934	0
Advertising	1,207,597	1,971,746	764,149	935,129	1,784,137	1,604,460	(367,286)
Telephone, Audit, Legal & Insurance	866,834	2,105,158	1,238,324	1,093,851	1,777,871	1,743,746	(361,412)
Equipment Maintenance	453,650	913,194	459,544	323,331	703,424	913,194	-
Plant and Security	2,378,078	3,686,044	1,307,966	793,826	3,692,006	3,686,044	0
Rentals and Taxes	340,095	855,706	515,611	476,782	687,245	855,706	-
Utilities	1,212,222	2,925,850	1,713,627	1,194,914	2,742,887	2,925,850	0
Contract Services Trent	-	2,865,258.00	2,865,258	-	2,755,375	2,865,258	-
Finance and Banking	(202,750)	641,838	844,588	(987,365)	(2,229,879)	641,838	0
International Payments	3,877,754	14,718,386	10,840,633	2,177,920	7,046,129	15,654,386	936,000
Service Fees	3,343,909	6,825,592	3,481,683	2,341,476	4,886,181	6,825,592	0
Long Term Debt Interest	78,053	112,000	33,947	89,362	136,901	112,000	-
Amortization of Capital Assets	4,369,250	6,671,446	2,302,196	4,371,205.92	6,856,232	6,671,446	-
<b>Total Non-Salary Expenses</b>	<b>24,276,524</b>	<b>53,459,921</b>	<b>29,183,396</b>	<b>17,815,094</b>	<b>37,361,466</b>	<b>54,167,222</b>	<b>707,301</b>
<b>Total Operating Expenditures</b>	<b>83,259,976</b>	<b>153,847,430</b>	<b>70,587,454</b>	<b>68,653,772</b>	<b>116,317,580</b>	<b>151,889,131</b>	<b>(1,958,299)</b>
<b>Investments</b>	<b>905,104</b>	<b>5,171,345</b>	<b>4,266,241</b>	<b>497,310</b>	<b>1,081,705</b>	<b>4,996,345</b>	<b>(175,000)</b>
Service System Management	10,867,027	16,630,816	5,763,789	12,124,235	15,493,430	16,630,816	0
Tuition Holdback & Ministry Bursaries	1,470,632	2,550,000	1,079,368	1,343,033	2,199,867	2,550,000	-
Externally Funded Special Projects	5,605,725	10,140,956	4,535,231	6,581,773	12,184,165	10,315,956	175,000
Ancillary Operations	3,292,711	4,998,910	1,706,199	2,454,509	4,879,920	4,998,910	0
Private Career College	71,633,003	69,360,043	2,272,960.14	4,602,280	15,839,380	69,360,043	0
Net Asset Adjustment	-	-	-	-	419,177	-	-
<b>Total Expenditures</b>	<b>\$ 177,034,179</b>	<b>\$ 262,699,500</b>	<b>\$ 85,665,321</b>	<b>\$ 96,256,912</b>	<b>\$ 168,415,225</b>	<b>\$ 260,741,201</b>	<b>(1,958,299)</b>
<b>Net</b>	<b>\$ 53,757,598</b>	<b>\$ 24,402,066</b>	<b>(29,355,532)</b>	<b>\$ 5,812,867</b>	<b>\$ 9,957,153</b>	<b>\$ 28,917,517</b>	<b>4,515,451</b>

**SIR SANDFORD FLEMING COLLEGE****Attachment 4 - Cash Flow Statement****As at November 30, 2023**

	<b>Projected</b>
	<b>31-Mar-24</b>
<b>Revenue</b>	289,658,718
<b>Expenditures</b>	260,741,201
<b>Net</b>	<b>28,917,517</b>
<b>Cash Flow</b>	
<b>Opening Cash</b>	56,958,704
<b>Change as per Income Statement</b>	
Net Income (Loss)	28,917,517
Non Cash: Amortization Expense	7,363,409
Non Cash: Amortization of Deferred Capital Contributions	(4,799,850)
<b>Change as per Balance Sheet</b>	
LTD Principal Repayments	(1,696,990)
Capital Purchases	(14,724,115)
Capital Grants Received	5,246,916
AP	(2,710,210)
AR and Prepaids	1,480,237
Investments	(30,000,000)
Deferred fees	29,595,516
<b>Ending Cash</b>	<b>75,631,134</b>

**SIR SANDFORD FLEMING COLLEGE**

*Attachment 3 - Balance Sheet*

*As at November 30, 2023*

	Actual as at 30-Nov-23	Actual as at 30-Nov-22	Change	Projected 31-Mar-24	Actual as at 31-Mar-23
<b>Assets</b>					
<b>Current assets:</b>					
Cash	97,139,263	66,726,736	30,412,527	75,631,134	56,958,704
Investments	113,925,604	69,439,963	44,485,642	132,204,060	102,204,060
Grants and reimbursements receivable	3,013,850	2,885,343	128,508	4,800,000	5,797,298
Accounts receivable	15,317,390	2,052,231	13,265,159	4,054,372	7,239,006
Inventory and prepaid expenses	6,152,254	2,554,943	3,597,311	5,935,737	3,679,670
Due from FCI	445,628	-	445,628	445,628	
<b>Total Current assets</b>	<b>235,993,990</b>	<b>143,659,215</b>	<b>92,334,774</b>	<b>223,070,931</b>	<b>175,878,738</b>
Restricted and long-term investments	7,108,608	12,288,196	(5,179,589)	8,340,992	12,778,968
Capital assets	115,770,258	112,534,333	3,235,925	121,908,660	114,547,954
<b>Total Assets</b>	<b>\$ 358,872,856</b>	<b>\$ 268,481,744</b>	<b>\$ 90,391,110</b>	<b>\$ 353,320,583</b>	<b>\$ 303,205,660</b>

**SIR SANDFORD FLEMING COLLEGE**

*Attachment 3 - Balance Sheet*

*As at November 30, 2023*

	Actual as at 30-Nov-23	Actual as at 30-Nov-22	Change	Projected 31-Mar-24	Actual as at 31-Mar-23
<b>Liabilities, Deferred Contributions and Net Assets</b>					
<b>Current liabilities:</b>					
Accounts payable and accrued liabilities	40,145,131	18,889,164	21,255,967	24,128,248	24,128,248
Accrued payroll and employee benefits	11,007,904	9,821,300	1,186,604	11,048,400	12,156,631
Grants received in excess of entitlements	897,151	1,089,579	(192,428)	1,067,600	4,986,228
Deferred revenue	109,504,043	91,092,204	18,411,839	142,596,900	110,684,735
Current portion of long-term debt	661,584	641,386	20,199	1,354,344	1,312,991
<b>Total Current liabilities</b>	<b>162,215,813</b>	<b>121,533,633</b>	<b>40,682,181</b>	<b>180,195,492</b>	<b>153,268,833</b>
Long-term debt	8,237,363	9,550,353	(1,312,990)	6,499,020	8,237,363
Employee future benefits	4,164,300	3,629,000	535,300	4,164,300	4,164,300
Asset retirement obligation	1,116,919	-	1,116,919	1,116,919	1,116,919
<b>Deferred contributions:</b>					
Expense of future periods	1,591,833	2,342,042	(750,208)	3,502,073	3,502,073
Deferred capital contributions	82,043,413	84,386,672	(2,343,259)	84,126,752	83,679,686
	<b>83,635,246</b>	<b>86,728,714</b>	<b>(3,093,467)</b>	<b>87,628,825</b>	<b>87,181,759</b>
<b>Net assets:</b>					
Invested in capital assets	23,850,382	22,968,956	881,426	32,461,012	23,850,382
Internally restricted	90,000	80,000	10,000	90,000	90,000
<b>Unrestricted net assets:</b>					
<b>Operating:</b>					
Opening balance	26,891,404	17,406,500	9,484,904	14,661,700	25,835,889
Excess of revenue over expenditures	53,757,598	5,812,867	47,944,731	31,481,076	-
Employee future benefits	(4,164,300)	(3,629,000)	(535,300)	(4,164,300)	(4,164,300)
Vacation pay accrual	(5,572,206)	(5,688,329)	116,123	(5,572,206)	(5,572,206)
Sick leave gratuity	-	-	-	-	-
Derivative accrual	-	-	-	-	-
Restricted for endowment	5,705,851	10,089,050	(4,383,200)	4,758,745	9,196,721
Accumulated remeasurement gain	(1,055,514)	-	(1,055,514)	-	-
	<b>99,503,215</b>	<b>47,040,044</b>	<b>52,463,170</b>	<b>73,716,027</b>	<b>49,236,486</b>

**SIR SANDFORD FLEMING COLLEGE**

*Attachment 3 - Balance Sheet*

*As at November 30, 2023*

	Actual as at 30-Nov-23	Actual as at 30-Nov-22	Change	Projected 31-Mar-24	Actual as at 31-Mar-23
Commitments and contingencies					
<b>Total Liabilities, Deferred Contributions and Net Assets</b>	<b>\$ 358,872,856</b>	<b>\$ 268,481,744</b>	<b>\$ 90,391,113</b>	<b>\$ 353,320,583</b>	<b>\$ 303,205,660</b>

**SIR SANDFORD FLEMING COLLEGE**  
**Attachment 4 - Financial Sustainability Metrics (Indicators)**  
**As at November 30, 2023**

Ratios	Benchmarks	Current Year		Prior Year	
		Projected 31/Mar/24	Actual 30/Nov/23	Actual 31/Mar/23	Actual 31/Mar/22
Annual Surplus/(Deficit) ( in millions of \$)	> \$ 0	\$ 29	\$ 54	\$ 10	\$ (1 )
Accumulated Surplus/(Deficit) ( in millions of \$)	> \$ 0	\$ 69	\$ 95	\$ 41	\$ 31
		Pass	Pass	Pass	Pass
Quick Ratio	> 1:1	6.1	4.6	4.7	2.6
		Pass	Pass	Pass	Pass
Debt to Assets Ratio	< 35.0 %	10.1%	14.2%	17.0%	23.5%
		Pass	Pass	Pass	Pass
Debt Servicing Ratio	< 3.0%	0.6%	0.3%	1.2%	1.0%
		Pass	Pass	Pass	Pass
Net Assets to Expense Ratio	> 60.0%	58.7%	99.9%	73.5%	82.5%
		Fail	Pass	Pass	Pass
Net Income to Revenue Ratio	> 1.5%	10.0%	23.3%	5.6%	(0.8%)
		Pass	Pass	Pass	Fail



# Board of Governors

## Briefing Note



**Topic:** International Student Tuition Fees  
**Report To:** Public Board Meeting  
**Meeting Date:** January 24, 2024  
**Prepared By:** Drew Van Parys, Executive Vice President, Corporate Services  
Greg Edwards, Interim Vice President, Corporate Finance

### Recommendation

That the Board of Governors, upon recommendation by Finance and Audit Committee approve an increase in International student tuition fees of **0%** for implementation September 1, 2024.

### Overview

The *Ministers Binding Policy Directive on Tuition and Ancillary Fees* require The board of governors of a college must approve tuition and ancillary fees for all programs of instruction and courses delivered by the college.

International fees are not controlled under Ministry policy, however, they are sensitive to competition. The International Education Department regularly assesses the College's fees in comparison to competitor and recommends no increase in in fees for the upcoming academic year.

On January 1, 2024, the federal government introduced an increase in the funds required by international students to apply for a study visa from \$10,000 to \$20,635. This new requirement, along with other anticipated federal changes, including the introduction of a preferred Designated Learning Institution (DLI) system for study visa applications, are expected to result in a significant decrease of international applications to all post-secondary institutions in Canada. We are already noticing a decrease in applications for upcoming intakes (May 2024 and September 2024).

A pause in tuition fee increase feels appropriate for Fleming to help offset an increasingly competitive market and earn market share, especially as we further our efforts to diversify our international student population.

### Alignment with Fleming College's Strategic Direction and the Strategic Mandate Agreement

The recommended pricing strategy aligns with our aim to remain competitive in the International Education market.

### Risks and Considerations

External Environment     Internal Environment     Financial     Human Resources  
 Information Technology     Legal     Operational     Strategic     N/A

### Supporting Documentation

None





# Board of Governors

## Briefing Note



**Topic:** 2024-2025 Ancillary Fees  
**Report To:** Public Board Meeting  
**Meeting Date:** January 24, 2024  
**Prepared By:** Kate McIntosh, Acting VP Student Experience

### Recommendation

That the Board of Governors, upon recommendation by Finance and Audit Committee, approve the *2024-2025 Student Ancillary Fees* for implementation September 2024.

### Overview

Ancillary fees align with the Minister’s Binding Policy Directive on Tuition and Ancillary Fees and has been developed through consultation with our Student Governments.

The College Finance department has recommended most of these fees should be kept to levels that reflect cost of living increases, using the Consumer Price Index as published by Statistics Canada as a guide to inflation, it was recommended we use 3%. The fees have been adjusted accordingly with a few exceptions where it was decided that an increase was not necessary and would not impact services provided to students.

Ancillary Fees are mandatory for all students, with the only “opt-out” option being for domestic student health insurance, if proof of alternate coverage is provided.

International Health Plan numbers are determined because of a competitive bidding process that was awarded to Morcare. The contract expires August 31, 2028. But there is an additional 5-year renewal option.

2024-2025 total dollar increase per student increase over 2023-24 fees are:

Frost Campus	+\$17.79
Haliburton Campus	+\$ 6.92
Sutherland Campus	+\$15.09

### Alignment with Fleming College’s Strategic Direction and the Strategic Mandate Agreement

n/a

### Risks and Considerations

External Environment   
  Internal Environment   
  Financial   
  Human Resources  
 Information Technology   
 Legal   
 Operational   
 Strategic   
 N/A

- Increasing student fees too high may put the College at a competitive disadvantage; however, fees set too low creates a risk of the college subsidizing non-core services.

### Supporting Documentation

- Appendix A
- Appendix B

**Fleming College**  
**Non-Tuition Related Ancillary Fees (as per MTCU Binding Policy Directive)**

**2024-2025**  
**FSA- Student Protocol Sign Off**

**Frost Campus**

<b>FSA Administered Fees</b>	<b>23/24</b>	<b>24/25</b>	<b>Increase %</b>	<b>Increase \$</b>
Student Association Transition Fee	\$2.70	\$2.70	0	0
Student Association Student Experience	\$19.91	\$20.86	4.75	\$0.946
Student Association Pub	\$13.41	\$14.05	4.75	\$0.637
Student Association Governance Fee	\$29.47	\$30.87	4.75	\$1.400
Auk's Lodge Operations Fee	\$46.70	\$48.92	4.75	\$2.218
Student Athletic Fee	\$68.51	\$68.51	0	0
Student Academic Support	\$6.02	\$6.31	4.75	\$0.286
Mental Health Fee	\$14.06	\$14.48	3.000	\$0.422
FSA Operations (Student Activity Fee)	\$61.50	\$64.42	4.75	\$2.921
Frost Rec Building Fund (Fieldhouse)	\$16.22	\$16.22	0	0
Lindsay Rec Complex Fee	\$67.63	\$69.66	3.00	\$2.029
Provincial Advocacy *Charged to students 1x per academic year	\$7.40	7.40	0	0
Health Plan via SAC:				
Fall	\$307.40			
Winter	\$215.71	TBD		
Spring/Summer	\$158.05			

<b>College Administered Fees</b>	<b>23/24</b>	<b>24/25</b>	<b>Increase %</b>	<b>Increase \$</b>
International Health Plan:				
Fall – (12 months)	\$ 904.06	\$ 904.06		
Winter – (8 months)	\$844.10	\$844.10	0	0
Summer – (4 months)	\$698.48	\$698.48		
Alumni Fee	\$19.33	\$19.33	0	0
Student Achievement & Records	\$22.00	\$22.66	3	\$0.66
Information Technology Fee	\$112.29	\$115.66	3	\$3.37
Health (33%) and Counselling (67%)	\$55.02	\$56.67	3	\$1.65
Career Services	\$15.11	\$15.46	3	\$0.45
Academic Supports (Learning Supports 83%, Orientation 17%)	\$26.40 (4.48, 21.92)	\$27.19 (22.56,4.62)	3	\$0.79
One Card	\$10.60	\$10.60	0	0



Appendix B  
Haliburton Campus

<b>FSA Administered Fees</b>	<b>23/24</b>	<b>24/25</b>	<b>Increase %</b>	<b>Increase \$</b>
Student Association Transition Fee	\$2.70	\$2.70	0	0
Student Association Student Experience	\$19.91	\$19.91	0	0
Student Association Operations Fee	\$61.50	\$61.50	0	0
Student Academic Support	\$5.71	\$5.71	0	0
Mental Health Fee	\$5.20	\$5.20	0	0
Provincial Advocacy *Charged to students 1x per academic year	\$7.40	\$7.40	0	0
Health Plan via SAC: Fall Winter Spring/Summer	\$307.40 \$215.71 \$158.05			

<b>College Administered Fees</b>	<b>23/24</b>	<b>24/25</b>	<b>Increase %</b>	<b>Increase \$</b>
International Health Plan: Fall – (12 months) Winter – (8 months) Summer – (4 months)	\$ 904.06 \$844.10 \$698.48	\$ 904.06 \$844.10 \$698.48	0	0
Alumni Fee	\$19.33	\$19.33	0	0
Student Achievement & Records	\$22.00	\$22.66	3	\$0.66
Information Technology Fee	\$112.29	\$115.66	3	\$3.37
Health (33%) and Counselling (67%)	\$55.02	\$56.67	3	\$1.65
Career Services	\$15.11	\$15.46	3	\$0.45
Academic Supports (Learning Supports 83%, Orientation 17%)	\$26.40 (4.48, 21.92)	\$27.19 (22.56,4.62)	3	\$0.79
One Card	\$10.60	\$10.60	0	0

We the student leaders of FSA, have participated in the ancillary fee review process and have approved the proposed ancillary fee changes through a Board motion and support the formal recommendation for the above identified fees for 2024-2025. The College approved ancillary fees shall be presented to College Board of Governors for approval.

Appendix B  
FSA Representatives

Name- Title	Signature	Support (Y/N other)	Date
<b>Gabriela Sarmiento Dominguez, FSA President</b>		y	2023-12-13
<b>Lea Roy Bernatchez, FSA Vice President</b>		y	2023-12-14

**Fleming College**  
**Non-Tuition Related Ancillary Fees (as per MTCU Binding Policy Directive)**

**2024-2025**  
**SAC- Student Protocol Sign Off**

**Sutherland Campus**

<b>SAC Administered Fees</b>	<b>23/24</b>	<b>24/25</b>	<b>Increase %</b>	<b>Increase \$</b>
Student Activity Fee	\$106.40	112.78	6	\$6.38
Athletics & Recreation	\$59.68	\$61.47	3	\$1.79
Integrated Transportation Fee	\$365.00	\$365	0	0
Health Plan:				
Fall	\$307.40	\$307.40		
Summer	\$215.71	\$215.71	0	0
Winter	\$158.05	\$158.05		

<b>College Administered Fees</b>	<b>23/24</b>	<b>24/25</b>	<b>Increase %</b>	<b>Increase \$</b>
International Health Plan:				
Fall – (12 months)	\$ 904.06	\$ 904.06		
Winter – (8 months)	\$844.10	\$844.10	0	0
Summer – (4 months)	\$698.48	\$698.48		
Alumni Fee	\$19.33	\$19.33	0	0
Peterborough Sport & Wellness Centre	\$95.00	\$95.00	0	0
Student Achievement & Records	\$22.00	\$22.66	3	\$0.66
Information Technology Fee	\$112.29	\$115.66	3	\$3.37
Health (33%) and Counselling (67%)	\$55.02	\$56.67	3	\$1.65
Career Services	\$15.11	\$15.46	3	\$0.45
Academic Supports (Learning Supports 83%, Orientation 17%)	\$26.40 (4.48,21 .92)	\$27.19 (22.56,4.62)	3	\$0.79



One Card	\$10.60	\$10.60	0	0
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We the student leaders of SAC, have participated in the ancillary fee review process and have approved the proposed ancillary fee changes through a Board motion and support the formal recommendation for the above identified fees for **2024-2025**.

Appendix A

The College approved ancillary fees shall be presented to College Board of Governors for approval.

**SAC Representatives**

Name- Title	Signature	Support (Y/N other)	Date
<b>Joel Willett</b> Approved in Board Meeting Nov. 13, 2023		Y	Nov. 13, 2023
<b>Jacques Graveline</b>		Y	Nov. 13, 2023

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**Topic:** Professional Cleaning Services Agreement Extension  
**Report To:** Board of Governors  
**Report Date:** January 24, 2024  
**Prepared By:** Matt Markovic, Director, College Services  
Drew Van Parys, Executive Vice President, Corporate Services

## Recommendation

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That the Board of Governors approve the amended Professional Cleaning Services Agreement between the College and 10647802 Canada Limited o/a Dexterra Facilities Management, which includes the exercising of a two-year contract extension.

## Background

---

In May 2020, the Board endorsed a two-year Professional Cleaning Services Agreement with Dexterra Facilities Management (Dexterra) to provide cleaning services at our Sutherland and Frost Campuses. As per the agreement, options to extend the contract with the service provider for up to an additional four years were included. In August 2022 option year one and two were exercised, extending the agreement through to June 30, 2024.

In October 2023, Dexterra approached the College requesting financial relief and amendments to the existing agreement, due in large part to rising costs of consumables and renegotiated contracts with both the OPSEU and UFCW unions representing both the Sutherland and Frost caretaking employees, which resulted in an increase to overall labour costs.

Dexterra indicated in their request to amend the contract and seek out financial relief that during the period of January 1, 2023, through September 30, 2023, they incurred a financial loss of \$184,202.65. In order to prevent additional financial losses, Dexterra has requested the following amendments to the existing agreement along with financial relief:

- A one-time retroactive payment of \$125,000:
  - A \$60,487.32 retro payment for the increase in labour rates for the period of July 1 – September 30, 2023;
  - A \$64,512.68 retro payment for the increase in labour costs for the period of January 1 – June 30, 2023 (actual incurred labour costs for this period were \$115,715.32).



- An amendment to the agreement to increase to the Unionized Staff Hourly Rates as detailed in the contract between Dexterra and the College:

Existing Contract Rates				
Contract Year	Unionized Staff Hourly Rate	Site Manager Rate	Site Supervisor Rate	
4	\$ 23.57	\$ 44.29	\$ 32.78	
5	\$ 24.04	\$ 45.18	\$ 33.44	
6	\$ 24.52	\$ 46.08	\$ 34.10	
Propose Contract Rates				
Contract Year	Unionized Staff Hourly Rate	Site Manager Rate	Site Supervisor Rate	
4	\$ 26.96	\$ 44.29	\$ 32.78	
5	\$ 28.19	\$ 45.18	\$ 33.44	
6	\$ 28.99	\$ 46.08	\$ 34.10	

- An amendment to section 14(c) – *Supplementary General Conditions*, with the existing being deleted and replaced with the following:

*“The College will order and maintain appropriate inventory of the following supplies, which will be provided to the Supplier without charge:*

- *Frosted Garbage bags*
- *Paper towels (single-fold only)*
- *Toilet tissue and rolls*
- *Hand soap*
- *Sanitary napkins*
- *Napkin receptable liners*
- *Hand sanitizer*
- *Office waste cans and recycle baskets*
- *Recycle totes when agreed to by the College*
- *Matting when agreed to by the College*
- *Mop heads for Culinary Lab”*

- The College is exercising its last option to extend the contract for an additional period of two (2) years. The extension will become effective on July 1, 2024, and will expire on June 30, 2026:
  - Option year five (5) is valued at approximately \$2,246,710.00
  - Option year six (6) is valued at approximately \$2,306,907.00

## Risks and Considerations

- External Environment  
  Internal Environment  
  Financial  
  Human Resources  
 Information Technology  
  Legal  
  Operational  
  Strategic  
  N/A

By not entertaining the contract amendment requests and call for financial relief, the College is at risk of having the contract service provider, Dexterra, exercise their early termination rights to the contract. This would put the College in the position of having to initiate an RFP for a new cleaning

services professional, which would create the need for additional human and financial resources to be allocated to launching an RFP, and subsequently securing a new vendor. The risk of higher labour wages than the increases requested by Dexterra would also be a potential risk, resulting in the College paying more than anticipated for cleaning services over a multi-year period.

### **Supporting Documentation**

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- Professional Cleaning Services Agreement
- Amendment to Professional Cleaning Services Agreement



## Amendment to Professional Cleaning Services Agreement

**Amendment Number: 02**

**Amendment Date: December 14, 2023**

Between:

The Sir Sandford Fleming College of Applied Arts and Technology ("**College**")

- and -

10647802 Canada Limited o/a Dexterra Integrated Facility Management ("**the Supplier**")

WHEREAS the parties have entered into an Agreement effective as of May 30, 2020, pursuant to which the Supplier is providing Professional Cleaning Services at the Frost and Sutherland Campuses, including Sutherland Campus and Frost Campus Residence Facilities (the "Agreement").

AND WHEREAS the Agreement was extended for a period of two (2) years via Amendment Number 01, such that it expires on June 30, 2024, with an option in favour of the College to extend the term of the Agreement for one (1) additional period of up to two (2) years.

AND WHEREAS the College is exercising its last option to extend the Agreement for an additional two (2) years, in addition to the other changes set out below.

Now therefore the parties agree as follows:

1. Section B.2 – Hourly Rates and Minimum Number of Guaranteed Hours: The table in B.2(a) is replaced with the following table:

<b>Contract Year</b>	<b>Unionized Staff Hourly Rate</b>	<b>Site Manager Hourly Rate</b>	<b>Site Supervisor Hourly Rate</b>
4	\$26.96	\$44.29	\$32.78
5	\$28.19	\$45.18	\$33.44
6	\$28.99	\$46.08	\$34.10

2. Supplementary General Conditions – Section 14(c) is deleted and replaced with the following:

"The College will order and maintain appropriate inventory of the following supplies, which will be provided to the Supplier without charge:

- Frosted Garbage bags
- Paper towels (single-fold only)
- Toilet tissue and rolls
- Hand soap
- Sanitary napkins
- Napkin receptacle liners
- Hand sanitizer
- Office waste cans and recycle baskets
- Recycle totes when agreed to by the College
- Matting when agreed to by the College
- Mop heads for Culinary Lab"

3. The College is exercising its last option to extend the Agreement for an additional period of two (2) years. The extension will become effective on July 1, 2024 and will expire on June 30, 2026.

Save aforesaid, the Agreement shall remain in effect un-amended.

**10647802 Canada Limited o/a Dexterra Integrated Facility Management**

**The Sir Sandford Fleming College of Applied Arts and Technology**

\_\_\_\_\_  
Name (please print):

\_\_\_\_\_  
Name (please print):

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

*I have the authority to bind the Supplier.*

*I have the authority to bind the College.*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# PROFESSIONAL CLEANING SERVICES AGREEMENT

**BETWEEN:**

**THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY**

(referred to as the “College”)

**AND:**

**10647802 CANADA LIMITED**  
**o/a DEXTERRA INTEGRATED FACILITY MANAGEMENT**

(referred to as the “Supplier”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

## 1. Contract Documents

The contract between the parties in respect of:

Professional Cleaning Services to be performed at the following locations:

#	Campus	Address	Buildings Included	Standard Operating Hours
1	Sutherland Campus	599 Brealey Drive Peterborough, ON K9J 7B1	<ul style="list-style-type: none"><li>• Main Building</li><li>• Portable #1</li></ul>	7:00am – 11:00pm
2	Sutherland Campus	850 Dobbin Rd Peterborough, ON K9J 6X4	<ul style="list-style-type: none"><li>• Dobbin Rd Farmhouse</li></ul>	7:00am – 11:00pm
3	Frost Campus	200 Albert St S Lindsay, ON K9V 5E6	<ul style="list-style-type: none"><li>• Main Building</li><li>• Arboriculture/Natural Resources Law Building</li><li>• Construction &amp; Resources Drilling Building</li><li>• Heavy Equipment Building</li><li>• Heavy Equipment Portable</li><li>• Field House</li></ul>	6:00am – 11:00pm
4	Sutherland Residence Village	1 Residence Circle Peterborough, ON K9K 2N7	<ul style="list-style-type: none"><li>• Six (6) buildings</li><li>• Echo Shed</li></ul>	7:00am – 7:00pm
5	Frost Residence	1 Auk Trail Lindsay, ON K9V 6G6	<ul style="list-style-type: none"><li>• Two (2) buildings</li><li>• Echo Shed</li></ul>	8:30am – 4:30pm

is comprised of the following documents, which are collectively referred to as the “Contract”:

- (a) The main body of this Agreement;
- (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;
- (c) the General Terms and Conditions, together with the Supplementary General Conditions, attached hereto as Schedule 2; and
- (d) Scope of Work (including all schedules and appendices attached thereto) attached as Appendix A to Schedule 2.

## **2. Interpretive Value of Contract Documents**

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear in Section 1 (a) to (d) above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document EXCEPT where a provision in a later mentioned document states that the provision is to apply notwithstanding anything to the contrary in the Contract. In such a case the provision in the later mentioned document shall prevail over any conflicting provision in an earlier mentioned document

*REST OF PAGE LEFT INTENTIONALLY BLANK*

### 3. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date written below.

Agreed to this \_\_\_ day of \_\_\_\_\_,  
20\_\_

10647802 Canada Limited  
o/a Dexterra Integrated Facility  
Management  
5915 Airport Road, Suite 425  
Mississauga, ON L4V 1T1

Per: \_\_\_\_\_  
Authorized Signatory.

\_\_\_\_\_  
Please print name.

(I have the authority to bind the Supplier)

Agreed to this \_\_\_ day of \_\_\_\_\_, 20\_\_

The Sir Sandford Fleming College of Applied  
Arts and Technology  
599 Brealey Drive  
Peterborough, ON K9J 7B1

Per: \_\_\_\_\_  
Authorized Signatory.

\_\_\_\_\_  
Please print name.

(I have the authority to bind the College)

## Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions

### A. Description of Deliverables

- As specified in Appendix A – Scope of Work.

### B. Rates and Disbursements

#### B.1 Maximum Fee

- (a) Notwithstanding anything else in the Contract, the total amount payable by the College to the Supplier under the Contract shall not exceed the amounts specified in the attached Rate Bid Forms, inclusive of the Residence Cleaning Services - Unit Rates Schedule.
- (b) Notwithstanding B.1(a), or anything to the contrary contained anywhere else in the Contract, the parties agree that beginning on the first day of operations, May 30, 2020, the Supplier will operate on a reduced staffing level consisting of either: (i) eight (8) full-time unionized cleaning staff along with two (2) full-time non-unionized Site Supervisors; or (ii) eight (8) full-time unionized cleaning staff along with one (1) Site Manager and one Site Supervisor, to support activities across all campuses. The parties acknowledge and agree that the aforementioned reduction is a temporary measure in response to the disruption caused by the “Covid 19 Pandemic” and will be in place until such time that the College resumes normal operations (to be determined by the College and applicable governing authorities).

The Rate to be charged by the Supplier for the services performed under this reduced-staffing model will be \$14,105.33 per week when supported by two (2) Site Supervisors, and \$14,555.73 per week when supported by one (1) Site Manager and one (1) Site Supervisor. These Rates and will be invoiced on a monthly basis per the requirements of the Contract. When the Supplier fills the Site Manager position.

- (c) Further to B.1(b) the College agrees to provide the Supplier with thirty (30) calendar days’ written notice as a transition period to ramp-up from the reduced staffing levels to full operating staffing levels. Notwithstanding the forgoing, the College reserves the right to request reasonable staffing adjustments (+ or -) as may be required. Adjustments to the staffing levels described in B.1(b) shall be priced in accordance with the hourly rates identified in B.2.



## B.2 Hourly Rates and Minimum Number of Guaranteed Hours

(a) When required by the Contract, the following hourly rates will be used for both unionized and non-unionized positions:

Contract Year	Unionized Staff Hourly Rate	Site Manager Hourly Rate	Site Supervisor Hourly Rate
1	\$22.22	\$41.74	\$30.89
2	\$22.66	\$42.57	\$31.51
3	\$23.11	\$43.43	\$32.14
4	\$23.57	\$44.29	\$32.78
5	\$24.04	\$45.18	\$33.44
6	\$24.52	\$46.08	\$34.10

(b) The Supplier will provide to the College a guaranteed minimum number of hours of labour to provide the level of service stipulated in the Contract. The minimum number of hours shall be as specified below, and will be reconciled per the terms of the Contract:

Unionized Staff Annual Hours	Non-Unionized Staff Annual Hours
64,396 hours	10,400 hours

During times of reduced staffing levels, the Parties agree that the minimum number of guaranteed hours will be pro-rated over that period of time.

## B.3 Performance Bond

Within ten (10) days of the execution of this agreement by the Parties, the Supplier shall furnish the College with a performance bond in the amount of One Hundred Thousand Dollars (\$100,000.00 CDN) securing the Supplier's faithful performance of the terms and conditions of this Contract. The bond shall be issued by a Surety licensed to issue performance bonds in the Province of Ontario, shall be acceptable to the College in the College's sole and absolute discretion, and shall be maintained by the Supplier throughout the term of the Contract and any extensions thereof.

## C. Payment Terms

The payment terms for the Contract are as follows:

(a) Refer to **Section S.17 Payment Terms** of the Supplementary General Conditions.

#### D. College and Supplier Representatives

The College Representative and contact information for the Contract is:

Ken McLean, Purchasing Specialist  
705-749-5520 x 1310  
[ken.mclean@flemingcollege.ca](mailto:ken.mclean@flemingcollege.ca)

Fleming College  
599 Brealey Drive  
Peterborough, ON K9J 7B1

The Supplier Representative and contact information for the Contract is:

Jarred Desjardins, Operations Manager  
613-880-4403  
[Jarred.desjardins@dexterra.com](mailto:Jarred.desjardins@dexterra.com)

Dexterra Integrated Facility Management  
1345 Baseline Road  
Ottawa, ON K2C 0A7

#### E. Term of Contract

The Contract shall take effect at **12:00:00 a.m** on the **30<sup>th</sup> day of May, 2020** (the “**Effective Date**”) and shall be in effect for a period of **two (2) years** from the Effective Date, with an option in favour of the College to extend the term for **two (2)** additional periods of up to **two (2) years each**, unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

#### F. Specific Provisions

- (a) As specified in Appendix A – Scope of Work.
- (b) The Supplier agrees to fulfill the following five (5) non-unionized positions in the following manner:
  - **Two (2) full-time, on-premise Supervisors will be in place at the start of the Contract on May 30, 2020;**
  - One (1) full-time on-premise Site Manager will in place within sixty (60) calendar days of the Contract start date;

- One (1) full-time, on-premise Assistant Manager will be in place prior to the start of full operating staffing levels – date TBD;
- One (1) full-time administration position will be in place prior to the start of a full operating staffing levels – date TBD.

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## Schedule 2 - General Terms and Conditions

The following is the Form of Agreement together with the Supplementary General Conditions following such Form of Agreement.

### ARTICLE 1 – INTERPRETATION

#### 1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

**“Authority”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies and departments;

**“Business Day”** means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the College has elected to be closed for business;

**“College”** means The Sir Sandford Fleming College of Applied Arts and Technology;

**“College Confidential Information”** means all information of the College that is of a confidential nature, including all confidential information in the custody or control of the College, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Contract.

**“Conflict of Interest”** includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of the Supplier’s Submission that is confidential to the College and not available to other proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process and render that process non-competitive and unfair; or (b) in relation to the performance of its contractual obligations in a College contract, the Supplier’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

**“Contract”** shall have the definition set out in the Contract Letter;

**“Contract Letter”** means the letter sent to the Supplier by the College notifying the Supplier that they have been awarded the Contract to provide the Deliverables;

**“Deliverables”** means everything developed for or provided to the College in the course of performing under the Contract or agreed to be provided to the College under the Contract by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

**“Employees”** shall mean persons employed by the Supplier who provide the Deliverables;

**“Expiry Date”** is as set out in the Contract Letter;

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*, Revised Statutes of Ontario 1990, Chapter F.31, as amended;

**“Indemnified Parties”** means the College and the College’s directors, officers, agents, employees and volunteers;

**“Industry Standards”** include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Ontario and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its Employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the College;

**“Intellectual Property”** means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

**“Newly Created Intellectual Property”** means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Contract;

**“Person”** if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

**“Personal Information”** means recorded information about an identifiable individual or that may identify an individual;

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding;

**“Rates”** means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in the Contract, representing the full amount chargeable by the Supplier for the provision of the Deliverables, including but not limited to: (a) all applicable duties and taxes (except applicable sales tax, which should be itemized separately); (b) all labour and material costs; (c) all travel and carriage costs; (d) all insurance costs; and (e) all other overhead including any fees or other charges required by law;

**“Record”**, for the purposes of the Contract, means any recorded information, including any Personal Information, in any form: (a) provided by the College to the Supplier, or provided by the Supplier to the College, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract;

**“Requirements of Law”** mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

**“Supplier”** means BEST Service Pros Ltd;

**“Supplier’s Intellectual Property”** means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract;

**“Supplier’s Submission”** shall have the meaning set out in the Contract Letter;

**“Term”** means the period of time from the effective date set out in the Contract Letter up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms;

**“Third-Party Intellectual Property”** means any Intellectual Property owned by a party other than the College or the Supplier;

## ARTICLE 2 – GENERAL TERMS

### 2.01 **No Indemnities from the College**

Notwithstanding anything else in the Contract, any express or implied reference to the College providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the College, whether at the time of execution of the Contract or at any time during the Term, shall be void and of no legal effect.

The College's maximum aggregate liability for any and all claims and damages arising out of or related to this Contract, whether arising in contract, tort, strict liability, statute or otherwise shall not exceed the total contract value. The limits of liability are exclusive as to all remedies and the liability cap shall not be increased under any circumstances. The Supplier acknowledges and agrees to this limitation and will arrange for such additional insurance coverage as it may deem necessary.

### 2.02 **No Claims or Recourse against the Crown**

The remedies, recourse or rights of the Supplier shall be limited to the College and to the right, title and interest owned by the College in and to all of its personal property, whether now existing or hereinafter arising or acquired from time to time; and

The Supplier unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of the Contract, and agrees that it shall have no remedies, recourse or rights in respect of the Contract against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the College and its assets.

### 2.03 **Entire Contract**

The Contract embodies the entire agreement between the parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the date of execution of the Contract.

### 2.04 **Severability**

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

### 2.05 **Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

2.06 **Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the College address to the attention of the College Representative and to the Supplier address to the attention of the Supplier representative as respectively set out in the Contract Letter. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.07 **Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN COLLEGE AND SUPPLIER**

3.01 **Supplier's Power to Contract**

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person that would in any way interfere with the rights of the College under this Contract.

3.02 **Representatives May Bind the Parties**

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.03 **Supplier Not a Partner, Agent or Employee**

The Supplier shall have no power or authority to bind the College or to assume or create any obligation or responsibility, express or implied, on behalf of the College. The Supplier shall not hold itself out as an agent, partner or employee of the College. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the College and the Supplier (or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors).

3.04 **Responsibility of Supplier**

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, Employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Supplier pursuant to the Contract or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above mentioned individuals and entities This paragraph shall survive the termination or expiry of this Contract.

3.05 **No Subcontracting or Assignment**

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the College. Such consent shall be in the sole discretion of the College and subject to the terms and conditions that may be imposed by the College. Without limiting the generality of the conditions which the College may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the College.

3.06 **Duty to Disclose Change of Control**

In the event that the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to the College and shall comply with any terms and conditions subsequently prescribed by the College resulting from the disclosure.

3.07 **Conflict of Interest**

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the College without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the College to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the College may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the College to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.

3.08 **Contract Binding**

The Contract can be enforced by and is binding upon the parties and their respective successors and their permitted assigns.

**ARTICLE 4 – PERFORMANCE BY SUPPLIER**

4.01 **Commencement of Performance**

The Supplier shall commence performance upon receipt of written instructions from the College.

4.02 **Deliverables Warranty**

The Supplier hereby represents and warrants that the Deliverables: (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the College, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the College in a rectification notice.

4.03 **AODA**

The Supplier shall comply with the Ontario Regulation 429/07, Accessibility for Customer Services, and Ontario Regulation 191/11 as provided for under the Accessibility for Ontarians with Disabilities Act (AODA).

4.04 **Sexual Violence Prevention Policy**

The Supplier must comply with the Sexual Violence Prevention Policy; Human Rights Discrimination and Harassment Policy and the Ontario Human Rights Code. Breach of this clause may result in penalties, cancellation, or other sanctions. Refer to <http://flemingcollege.ca/services/security-and-safety> for further details.

4.05 **Cannabis Possession and Use**

The Supplier must comply with the Cannabis Possession and Use Policy; Breach of this clause may result in penalties, cancellation, or other sanctions.

4.06 **Criminal Records Check**

The Supplier covenants and agrees that it will not engage any Employee or other person to perform services for the Supplier who may come into direct contact with students on a regular basis, or who may have access to student information to provide services hereunder, where such Employee or other person has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students of the College. The College shall determine in its sole and unfettered discretion whether an Employee of the Supplier or such other person may come into direct contact with students on a regular basis or have access to student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students.

The Supplier covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the *Controlled Drugs and Substances Act*, and any other convictions, charges and occurrences which would be revealed by the long version



Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police (“RCMP”) (“Criminal Background Check”), together with an Offence Declaration in a College approved form for every Employee of the Supplier or other person who will perform services for the Supplier who may come into direct contact with students on a regular basis or who may have access to student information, prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1<sup>st</sup> each year thereafter with respect to Offence Declarations.

The Supplier agrees to indemnify and save harmless the College from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Supplier engaging an Employee or other person to perform services in contravention of this paragraph; or the Supplier’s failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this Contract. In addition to and notwithstanding anything else herein contained, if the Supplier engages an Employee or other person to perform services in contravention of this paragraph, or fails to retain a Criminal Background Check and an Offence Declaration for any Employee of the Supplier or other person who performs services for the Supplier who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1<sup>st</sup> each year thereafter with respect to Offence Declarations, then the College will have the right to immediately terminate this Contract without prejudice to any other rights which it may have in this agreement, at law or in equity.

The College shall be entitled, on forty-eight (48) hours’ prior written notice to attend at the head office of the Supplier for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the College may attend to such reviews at least twice per year during the Term, and any renewal thereof.

In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the College in the circumstances and in its sole and unfettered discretion, then the College will have the right to request that the Supplier prohibit the Employee of the Supplier or other person who performs services for the Supplier from providing services to the College hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the College may have in this Contract, at law or in equity.

The Supplier will use a third party to conduct criminal reference checks for onsite Employees or contractors supporting this Contract.

The Supplier will provide thirty (30) days written notice to the College should the third-party provider be changed to another provider.

#### **4.07 Use and Access Restrictions**

The Supplier acknowledges that unless it obtains specific written preauthorization from the College, any access to or use of the College property, technology or information that is not necessary for the performance of its contractual obligations with the College is strictly prohibited. The Supplier further acknowledges that the College may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

#### **4.08 Notification by Supplier to the College**

During the Term, the Supplier shall advise the College promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

**4.09 Failure to Enforce Not a Waiver**

Any failure by the College to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the College of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

**4.10 Changes By Written Amendment Only**

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.

**4.11 Supplier to Comply With Reasonable Change Requests**

The College may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable College change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the College and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

**4.12 Pricing for Requested Changes**

Where a College change request includes an increase in the scope of the previously contemplated Deliverables, the College shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the College and the Supplier within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

**4.13 Non-Exclusive Contract, Work Volumes**

The Supplier acknowledges that it is providing the Deliverables to the College on a non-exclusive basis. The College makes no representation regarding the volume of goods and services required under the Contract. The College reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

**4.14 Performance by Specified Individuals Only**

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the College, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

**4.15 College Rights and Remedies and Supplier Obligations Not Limited to Contract**

The express rights and remedies of the College and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the College or any other obligations of the Supplier at law or in equity.

## ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT

### 5.01 **Payment According to Contract Rates**

The College shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided and accepted by the College at the Rates established under the Contract within thirty (30) days of receipt by the College of a satisfactory invoice. All invoices submitted by the Supplier must include the amount invoiced, exclusive of HST, and the amount of HST shown separately.

### 5.02 **Hold Back or Set Off**

The College may hold back payment or set off against payment if, in the opinion of the College acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

### 5.03 **No Expenses or Additional Charges**

There shall be no other charges payable by the College under the Contract to the Supplier other than the Rates established under the Contract.

### 5.04 **Payment of Taxes and Duties**

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

### 5.05 **Withholding Tax**

The College shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

### 5.06 **Interest on Late Payment**

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

### 5.07 **Document Retention and Audit**

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Expiry Date or any date of termination of the Contract, the Supplier shall permit and assist the College in conducting audits of the operations of the Supplier to verify (a) and (b) above. The College shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

## ARTICLE 6 – CONFIDENTIALITY

### 6.01 **Confidentiality and Promotion Restrictions**

Any publicity or publications related to the Contract shall be at the sole discretion of the College. The College may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the College without the prior written consent of the College. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the College.

### 6.02 **College Confidential Information**

During and following the Term (including any extension or renewal), the Supplier shall: (a) keep all College Confidential Information confidential and secure; (b) limit the disclosure of College Confidential Information to only those of its directors, officers, Employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any College

Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the College and (ii) in respect of any College Confidential Information about any third-party, the written consent of such third-party; (d) provide College Confidential Information to the College on demand; and (e) return all College Confidential Information to the College before the end of the Term, with no copy or portion kept by the Supplier.

**6.03 Restrictions on Copying**

The Supplier shall not copy any College Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

**6.04 Injunctive and Other Relief**

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the College or to any third-party to whom the College owes a duty of confidence, and that the injury to the College or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the College is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

**6.05 Notice and Protective Order**

If the Supplier or any of its directors, officers, Employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any College Confidential Information, the Supplier will provide the College with prompt notice to that effect in order to allow the College to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the College and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of College Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the College) that such College Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such College Confidential Information subject to those terms and conditions.

**6.06 FIPPA Records and Compliance**

The Supplier and the College acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees (a) to keep Records secure; (b) to provide Records to the College within seven (7) calendar days of being directed to do so by the College for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the College determines, in its sole discretion, that access is permitted under FIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the College; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, Employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a College representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the College would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the College may be disclosed by the College where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

6.07 **Survival**

The provisions of this Article shall survive any termination or expiry of the Contract.

**ARTICLE 7 – INTELLECTUAL PROPERTY**

7.01 **College Intellectual Property**

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the College to the Supplier shall remain the sole property of the College at all times.

7.02 **No Use of the College Insignia**

The Supplier shall not use any insignia or logo of the College except where required to provide the Deliverables, and only if it has received the prior written permission of the College to do so.

7.03 **Ownership of Intellectual Property**

The College shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the College and the College accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the College all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the College a licence to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the College.

7.04 **Supplier's Grant of License**

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the College a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the College.

7.05 **No Restrictive Material in Deliverables**

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the College to modify, further develop or otherwise use the Deliverables in any way that the College deems necessary, or that would prevent the College from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

7.06 **Supplier Representation and Warranty Regarding Third-Party Intellectual Property**

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

7.07 **Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

**ARTICLE 8 – INDEMNITIES AND INSURANCE**

8.01 **Supplier Indemnity**

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, Employees, partners, affiliates, volunteers or independent contractors in the course of performance of the

Supplier's obligations under, or otherwise in connection with, the Contract. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, or special damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the College, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

## 8.02 Insurance

When performing work on College property, sites, or events, the Supplier agrees to obtain, (no later than 15 calendar days prior to the first day of Supplier operations), and maintain in full force and effect throughout the Contract Term, at its own cost, insurance satisfactory to the College.

The insurance shall include but not be limited to:

- At all relevant times carry Ontario Workplace Safety and Insurance Board coverage or General Employers Liability Insurance in the amount of not less than two million dollars (\$2,000,000.00) unless otherwise required by law, inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof;
- Commercial General Liability insurance in respect of the Supplier and all obligations and operations of the Supplier as outlined in this Contract, against claims for bodily injury, including personal injury and death, and property damage or loss, indemnifying and protecting the Supplier, their respective Employees, servants, volunteers, agents and invitees, to the inclusive per occurrence limit of not less than Five Million (\$5,000,000) Dollars. Such insurance shall specifically state by its wording or by endorsement that it includes broad form property damage, contractual liability, non-owned automobile liability, products and completed operations liability, advertising injury liability, contingent employer's liability, Employees as additional insureds and provisions for cross liability and severability of interests which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each.

The policy will name **Sir Sandford Fleming College of Applied Arts and Technology, its board of governors, trustees, officers, employees and agents** as additional insured with respect to the operations and obligations of the Supplier as outlined in this Contract.

2. Motor Vehicle Liability with a limit of liability of not less than \$5,000,000 providing coverage for bodily injury or property damage arising out of the ownership, use or operation of all automobiles owned and/or leased by the Supplier.
3. "All Risk" Property insurance covering on a full replacement basis the Supplier's own property or machinery while on the College property or performing of the work of the Contract and other such property in the care, custody and control of the Supplier. The policy shall contain a waiver of subrogation against The Sir Sandford Fleming College of Applied Arts and Technology, its board of governors, trustees, officers, employees and agents.

Such policies shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material change is given by the insurers to the College at least thirty (30) days before the effective date thereof.

Evidence of insurance coverage required above, must be provided to the College in advance of commencement of Supplier operations as outlined in this Contract.

**Certificate Issued to:**  
**The Sir Sandford Fleming College of Applied Arts and Technology**  
**599 Brealey Drive,**  
**Peterborough, ON K9J 7B1**

**8.03 Proof of Insurance**

The Supplier shall provide the College with proof of the insurance required by this Contract in the form of valid certificates of insurance that reference this Contract and confirm the required coverage as noted above in section 8.02 Insurance before the execution of the Contract by the College, and renewal replacements on or before the expiry of any such insurance. Upon the request of the College, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the College and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

**8.04 Proof of WSIB Coverage**

If the Supplier is subject to the Workplace Safety and Insurance Act ("W.S.I.A"), it shall submit a valid clearance certificate of WSIB coverage to the College prior to the execution of the Contract by the College. In addition, the Supplier shall, from time to time at the request of the College, provide additional WSIB clearance certificates. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term, under the W.S.I.A., failing which the College shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the W.S.I.A. and unpaid by the Supplier or its subcontractors and to deduct such amounts from any amount due and owing from time to time to the Supplier pursuant to the Contract together with all costs incurred by the College in connection therewith.

**ARTICLE 9 – TERMINATION, EXPIRY AND EXTENSION**

**9.01 Immediate Termination of Contract**

The College may immediately terminate the Contract upon giving notice to the Supplier where (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency; (b) the Supplier breaches any provision in Article 6 (Confidentiality) of the Contract; (c) the Supplier breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between College and Supplier) of the Contract; (d) the Supplier, prior to or after executing the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the College; (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract; (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the College; and/or (g) the Supplier's acts or omissions constitute a substantial failure of performance; and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

**9.02 Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Contract, the College may issue a rectification notice to the Supplier setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the College. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the College may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the College to immediately terminate the Contract.

**9.03 Termination on Notice**

Notwithstanding anything contained in this Agreement to the contrary, the College shall have the right to terminate the Contract for any reason. The College may only exercise this right by providing at least thirty (30) calendar days' prior written notice to the Supplier.

Notwithstanding anything contained in this Agreement to the contrary, the Supplier shall have the right to terminate the Contract for any reason. The Supplier may only exercise this right by providing the College with at least one hundred and twenty (120) calendar days' prior written notice to the College.

Notwithstanding anything contained in this Agreement to the contrary, the effective date of the termination contained in any notice given by either party pursuant to this clause 9.03 may be reduced by written agreement by both Parties.

**9.04 Supplier's Obligations on Termination**

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law (a) at the request of the College, provide the College with any completed or partially completed Deliverables; (b) provide the College with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by the College pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be required by the College to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the College, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

**9.05 Supplier's Payment Upon Termination**

On termination of the Contract, the College shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the College may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

**9.06 Termination in Addition to Other Rights**

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the College under the Contract, at law or in equity.

**9.07 Expiry and Extension of Contract**

The Contract shall expire on the original Expiry Date, unless the College exercises its option to extend the Contract as set out in Schedule 1 of the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract, excepting the option to renew. The option shall be exercisable by the College giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.



## Supplementary General Conditions

The following Supplementary General Conditions are hereby added to the *General Terms and Conditions* of the College (unless otherwise indicated, the following are in addition to and expand the General Conditions and are not in substitution):

### S.1. Contract Documents

Documents such as lists and records referenced in the Contract, but which are not attached to the Contract and which are accepted by the College, including but not limited to: purchase orders, list of chemicals used by the Supplier and/or the list of equipment to be used by the Supplier, shall be deemed to form part of the Contract.

Services not specifically identified in this Contract Documents, but that are required to successfully complete the work, shall be deemed to apply to the same extent as though they were included in this Contract.

### S.2. Occupational Health and Safety Act

The Supplier shall:

- (a) be responsible for being aware of all governing regulations related to employee health and safety, including the Occupational Health and Safety Act (“OHSa”);
- (b) comply with the OHSa and ensure that the persons assigned to provide the Deliverables under the Contract adhere to the OHSa and all applicable statutes and regulations; all of the responsibilities and obligations imposed upon the College under the OHSa must be assumed by the Supplier. All costs for services/materials required to fulfil these obligations shall be assumed to be included in the Contract price. Should the College become aware of any violations of the OHSa and its regulations, a notification shall be made to the appropriate authorities.
- (c) give immediate notice by telephone or personal communication to the College as to any damage or injury, or threat of damage or injury, to persons or property during the performance of the services contemplated by this Contract.

The Supplier’s failure to comply with any of the above requirements shall be cause for either immediate termination or suspension of the Contract until the deficiency, in the opinion of the College and/or Workplace Safety and Insurance Board (“WSIB”) is rectified at no cost to the College.

### S.3. Safety

The Supplier shall:

- (a) carefully review the record of location of asbestos for each property and will advise and train all staff who may work in proximity to that material at each property. Supplier staff are prohibited from handling or having contact with any type and with any asbestos containing friable material. If you encounter suspected asbestos materials which may have to be disturbed to accommodate work **STOP WORK IMMEDIATELY** and contact the College for further direction;

- (b) follow appropriate health and safety industry standards concerning clean-up and removal of mould or mould-like substances if encountered during the performance of the work;
- (c) ensure that they comply with at least, but not limited to, the most current revisions of the Ontario Fire Code, the National Building Code, the Ontario Building Code, and the Electrical Safety Code.

#### **S.4. Supervisor and Subcontractors**

- (a) The Supplier shall identify to the College the designated work site supervisor(s), the designated health and safety representative, any subcontractors, and any additional personnel representing the Supplier, along with their respective roles and responsibilities in the performance of the Deliverables.
- (b) There must be one thoroughly experienced, reliable, and competent person in charge of the Deliverables and present at each site at all times for the duration of the Contract.

#### **S.5. Protection of the Work and the College's Property**

The Supplier shall observe all of the College's procedures with regard to the security of the facility where the Deliverables contemplated by this Contract are performed and shall adequately protect the work, property, and premises of the College. The Supplier shall be responsible for any damages due to any negligent act of the Supplier's Employees, agents, contractors, subcontractors and those others for whom the Supplier is responsible.

#### **S.6. Building Access**

- (a) The Supplier will be issued sufficient keys and proximity cards, will be held accountable for the keys and proximity cards and will be required to turn them in on termination of the Contract or at any time the College may request. It will be the Supplier's responsibility to notify the Director of Physical Resources Department ("PRD") of lost keys or proximity cards. If the loss of keys or proximity cards is at either student residence, the Director, Housing, Food, & Student Conduct must be notified as well. The Supplier will be liable for expenses incurred for replacement keys, locks and any other related expense due to lost keys or proximity cards. Under no circumstances are duplicate or extra keys/proximity cards to be created by Supplier.
- (b) The Supplier must keep an updated and current distribution record of who is assigned to each key and proximity card. Updated records will be provided to the College in a timely fashion.
- (c) The Supplier shall abide by the Access Control Directive as well as the Housing Services Regular Contractor Key Protocols.

#### **S.7. Licenses and Permits**

The Supplier shall obtain and hold throughout the term of the Contract any and all permits, approvals, and licenses required by any municipal, provincial, or federal government or authority having jurisdiction over the whole, or any part of, the Deliverables to be performed by the Supplier pursuant to the Contract. The Supplier shall provide the College with copies upon request.

## **S.8. WSIB Assessments**

The Supplier shall, at all times, pay, or cause to be paid, any assessment or compensation required to be paid pursuant to *the Workplace Safety and Insurance Act*. Upon failure to do so, the College may withhold an amount equal to any unpaid assessment or compensation from monies due, or to become due, to the Supplier. The College shall not release such withheld funds until the Supplier provides a statutory declaration that all assessments and any compensation payable to the WSIB have been paid.

## **S.9. Supplier's Lawful Obligations to its Subcontractors**

Notwithstanding any other provision of the Contract, the Supplier shall comply with all applicable statutes and regulations and discharge its lawful obligations to its sub-contractors. The Supplier shall satisfy any claims against the Supplier or the College by its sub-contractors. The issuance of payment shall not be construed as a representation that the College has made any examination to ascertain:

- (i) how and for what purpose the Supplier has used the monies paid to the Supplier in accordance with the terms of the Contract; or
- (ii) whether the Supplier has discharged the obligations imposed on the Supplier by the *Occupational Health and Safety Act*, or other applicable statutes or regulations, noncompliance with which may render the College personally liable for the Supplier's default.

## **S.10. Co-operation of the Supplier**

The College may perform or retain or permit others to perform other work on or near the work site and may permit public utility companies and others to do work on or near the work site during the Supplier's performance of the Deliverables. The Supplier shall conduct and schedule the performance of the Deliverables and co-operate with those other parties so as to cause as little interference as possible with any such other work being carried out.

## **S.11. Commencement of the Work**

The Supplier may not commence the performance of the Deliverables until the Supplier has:

- (a) received the Contract from the College;
- (b) delivered to the College:
  - (i) the Contract, duly executed by the Supplier,
  - (ii) the required Contract securities as set out in procurement solicitation document,
  - (iii) the certificate(s) of insurance coverage, covering all required policies and endorsements, complying with the form and amounts specified in the Contract;
  - (iv) the performance and labour bonds, complying with the form and amounts specified in the Contract;
  - (v) the schedule for the Deliverables; and
- (c) obtained written authorization in the form of a purchase order to commence work on the site from the College.

## S.12. Risk and Indemnity

The Supplier shall bear all risk of loss or damage from any cause, which may occur to any part or portion of the Deliverables, until the Deliverables have been completely accepted by the College in writing.

If any loss or damage occurs to the Deliverables before the College accepts the Deliverables in writing, the Supplier shall immediately repair or re-execute any damaged part of the Deliverables at the Supplier's expense.

## S.13. Specifications and Materials

The Supplier shall carefully study and compare all specifications, drawings, and other instructions relating to the performance of the Deliverables and comply with the requirements of the Contract. The Supplier shall not substitute any supplies or materials where a specific brand or model has been specified in the Contract without first obtaining written approval from the College.

## S.14. Uniforms, Materials, and Equipment

(a) The Supplier will provide photo identification and uniforms for Employees on College sites. The shirts will be embroidered with the company name and logo, and the Supplier will enforce that staff wear photo identification and uniforms at all times on site. Should photo identification not be readily available at any given time, the Employee may be asked to leave the site until proper verification can be confirmed by College Security. The Supplier will ensure that sufficient numbers of items are supplied which will ensure a standard of cleanliness. Safety shoes must be worn by any staff exposed to risk of foot injury related to the equipment used or items transported, the cost of which shall be the responsibility of the Supplier.

(b) Except as stated below, all supplies required to fulfill this Contract shall be supplied by Supplier and are included in the prices quoted. The College prefers the Supplier to use "green" cleaning solutions in its buildings. A list of the chemical products to be used at sites is to be maintained by the Supplier, provided to the College upon request, and shall meet all applicable environmental standards. Chemicals proposed which are not considered environmentally friendly are to be substituted with acceptable products. The Supplier must include in their inventory spill control absorbents and personal protective apparel such as gloves and eye protection.

(c) The Supplier will order and maintain appropriate inventory of the following supplies, and charge back the College for same without surcharge:

- Frosted Garbage bags
- Paper towels (single-fold only)
- Toilet tissue and rolls
- Hand soap
- Sanitary napkins
- Napkin receptacle liners
- Hand sanitizer
- Office waste cans and recycle baskets
- Recycle totes when agreed by college
- Matting when agreed by college

- Mop heads for Culinary Lab

These items will be invoiced separately from the regular cleaning activities. The invoice shall be sent to the individual Facility/Residence Managers for approval before payment. The Supplier will provide on a monthly basis a report detailing the items purchased, the quantity purchased, the price paid, and the source purchased from.

- (d) All equipment necessary to complete the work as described in this Contract shall be supplied by the Supplier at the Supplier's cost, unless specifically stated otherwise. All equipment used by the Supplier shall be maintained in good and safe working order. Electrical equipment must meet all regulatory agency requirements. The Supplier shall keep and provide a list of the location of all equipment stored on site and follow the manufacturers processes for equipment maintenance and repairs.
- (e) All Supplier owned equipment shall be properly identified with asset tags or some other type of permanent identification.
- (f) The College will not be responsible for lost, stolen, or damaged equipment or material.
- (g) The College reserves the right to decide if the proposed equipment and/or supplies is/are suitable for the work at a specific site and to direct the Supplier to use an alternate piece of equipment, supplies or work method, at the Supplier's cost.

#### **S.15. Condition of Site**

- (a) The Supplier shall keep the site free from accumulations of waste material or rubbish caused by the Supplier's activities during the performance of the Deliverables and shall remove all rubbish from the site and the vicinity upon the completion of the work.
- (b) Flammable materials such as waxes, cleaning fluids, varsol, aerosols, linseed oil etc., shall be stored away from heating sources such as boiler rooms, mechanical rooms, baseboard heaters, hot plates etc. Also, hazardous materials will be stored in accordance with Workplace Hazardous Materials Information System ("W.H.M.I.S") and any other relevant regulations pertaining to storage of such items. All materials shall be appropriately labelled, as per W.H.M.I.S. requirements, as to contents and be sealed while being stored. In addition, all decanted products **must be properly labelled and managed** by the Supplier in accordance with the W.H.M.I.S. requirements. A current inventory of all W.H.M.I.S. controlled products must be made available electronically to the College.
- (c) The storage of used or soiled rags or materials susceptible to spontaneous combustion or flammable in nature will not be allowed.
- (d) Safety barriers and other precautions shall be installed or put in place as required for the execution and protection of the work, and the cost for the same shall be the responsibility of the Supplier.

#### **S.16. Inspections and Warranty**

- (a) The Supplier shall complete all of the Deliverables to the satisfaction of the College and in accordance with timelines set out in the Contract. The Supplier shall permit the College Representative and all others authorized by the College, at all times to have access to the

work for the purposes of inspecting the work. The Supplier shall uncover any work for examination as required by the College at the Supplier's expense when the work has been previously covered up without prior approval or consent from the College.

- (b) The Supplier shall rectify any defective or deficient work at the Supplier's own expense to the satisfaction of the College. An inspection by the College Representative does not relieve the Supplier of responsibility for the quality of the work, or from any obligation to perform the work in accordance with the requirements of this Contract.
- (c) Should work be omitted, a shift missed, without just reason; or, if the College is forced to call in persons to correct deficiencies by the Supplier, (e.g. failure to re-arm alarm system) then the College shall have the right without recourse to deduct an amount of \$100 per occurrence or perform the services not performed by the Supplier at the Supplier's sole cost. The said amount shall be deducted from any outstanding amounts owed to the Supplier as liquidated damages and not a penalty for the failure of the Supplier to complete the Deliverables in accordance with the Contract. These liquidated damages shall not limit or restrict the College from seeking any additional recourse or compensation, which it feels it is entitled to, due to the failure of the Supplier to complete the Deliverables within the prescribed time and without incident.

#### **S.17. Payment Terms**

- (a) The Supplier shall submit for approval to each Facility/Residence Manager a monthly invoice in accordance with the payment schedule set out in the Contract. The College will process the payment without holdback within thirty (30) days unless otherwise notified. Reconciliation will be made on the following month invoice if required.
- (b) Invoices shall be prepared separately for each College location.
- (c) Cleaning services and products purchased on behalf of the College shall be invoiced separately and submitted to each Facility/Residence Manager for approval.
- (d) Notwithstanding any other provision of the Contract, the Supplier shall not receive any payment from the College for any unacceptable work, unauthorized work, economic loss or loss of profits.
- (e) The Supplier acknowledges that payments do not represent a final evaluation or acceptance of the work by the College.
- (f) The College reserves the right to audit or have access to any record that pertains to the Supplier's work for the College and such access shall not be unreasonably denied. Audit may include, but not be limited to, the Supplier's stipulated total of hours worked.

#### **S.18. Completion of the Deliverables**

Completion of the Deliverables occurs when the College Representative determines that the Deliverables have been completed in accordance with this Contract and the College accepts the Deliverables in writing. The College shall not accept the Deliverables in writing unless and until the Supplier;

- (a) has cleaned up and restored the work site to the satisfaction of the College; and

(b) has rectified any defects as identified in writing by the College.

**S.19. Employees**

- (a) All Employees must be bonded and insured by the Supplier. All Employees shall provide proof of bonding to the College's Manager of Security, or his/her designate(s) upon hiring. Any person(s) not capable of being bonded shall be excluded from this Contract indefinitely.
- (b) Any Employee(s) or potential Employee deemed unacceptable to the College's Director of Physical Resources or his/her designate(s) for any reason shall, in the sole discretion of the Director of Physical Resources or his/her designate(s), be excluded from this Contract indefinitely.
- (c) The College shall retain the right to review the qualifications of the Supplier's incoming managers, supervisors or administrative support personnel.
- (d) Employees shall be permitted access to the residence facilities only with the approval of the College's Director, Housing, Food & Conference Services and Student Conduct or his or her designate, who shall have the right to deny or restrict access in his/her sole discretion. The Supplier shall provide any and all requested information relating to any Employee to the Director, Housing, Food & Conference Services and Student Conduct or his or her designate for the purpose of determining the extent of the access to be permitted.

**S.20. Compliance with Applicable Collective Agreement and Employment-Related Legislation**

(a) The Deliverables shall be provided at the following locations, at which Employees are represented by the following unions:

Campus	Union
Sutherland Campus, including Sutherland Residence Village	Ontario Public Services Employee Union (OPSEU), local 351. Collective Agreement expiring December 2022
Frost Campus, including Frost Residence	United Food and Commercial Workers Canada (UFCW) Local 175. Collective Agreement expiring December 2022

- (b) Copies of the Collective Agreements referenced above should be obtained directly from the respective Union. Pursuant to s. 69 and 69.1 of the *Labour Relations Act, 1995*, the Supplier may be bound by the Collective Agreements referenced above.
- (c) The Supplier will be solely responsible for any and all dealings with any union(s) representing Employees, including but not limited to bargaining, responding to grievances, etc. and shall save the College harmless in all such matters except for any legislated obligations the College may have pursuant to the laws of Ontario.
- (d) The Supplier guarantees continuance of Deliverables in the event of a strike/lock-out between the Supplier and Employees, subject to the provisions of the *Labour Relations Act, 1995* and the relevant Collective Agreement(s).



- (e) The Supplier shall at all material times comply with all legislative and other legal obligations to Employees while providing the Deliverables, including but not limited to its obligations under the *Workplace Health and Safety Act, 1997*, the *Occupational Health and Safety Act*, the *Employment Standards Act 2000*, the *Pay Equity Act*, the *Human Rights Code*, and the *Labour Relations Act, 1995*.

#### **S.21. Supplied by the College**

- (a) The College will supply all necessary light, heat, hot and cold water and all electricity requirements for cleaning apparatus.
- (b) The College will supply a suitable storage area for the Supplier's equipment and supplies and access to floor sinks where required.
- (c) The College will supply one shared office for the Site Manager and Office Administrator at the Sutherland Main Campus (Room C1107.5); and one office at the Frost Main Campus.
- (d) The College will supply 1 landline telephone, 1 personal computer with internet and limited network access, CMMS access, and printer access for approved Supplier staff only, at the Sutherland Main Campus. The College will be responsible for approving internet and network access to those Supplier personnel whose responsibilities require such privilege.
- (e) The preceding is supplied at no charge to the Supplier, however, the Supplier is to keep all areas in an acceptable condition and is responsible for any damage caused to these areas beyond normal use wear and tear.

#### **S.22. College Policies**

All Employees must fully comply with all of the College's policies at all times. Failure to do so must result in appropriate disciplinary action by the Supplier and its supervisory/management personnel, in accordance with any applicable collective agreement(s). The following policies which are most relevant to Employees are attached as Appendix H to the Solicitation Document:

- Access Control Directive
- Accessibility for Persons with Disabilities
- Cannabis Possession and Use
- Environmental
- Firearms
- Harassment and Discrimination Prevention
- Housing Services Regular Contractor Key Protocol
- Information and Communications Technology (ICT) Appropriate Use Policy
- Parking & Traffic
- Safety
- Sexual Violence Prevention
- Smoking and Tobacco Use
- Student Right and Responsibilities
- Violence Prevention



## APPENDIX A – SCOPE OF WORK

### A. THE DELIVERABLES

Professional Cleaning Services as described, in and around the buildings identified in Section A.1 below.

#### A.1 Location

The buildings that are included in the scope of this Agreement include the following:

**Table 1 – Building Locations**

#	Campus	Address	Buildings Included	Standard Operating Hours
1	Sutherland Campus	599 Brealey Drive Peterborough, ON K9J 7B1	<ul style="list-style-type: none"> <li>• Main Building</li> <li>• Portable #1</li> </ul>	7:00am – 11:00pm
2	Sutherland Campus	850 Dobbin Rd Peterborough, ON K9J 6X4	<ul style="list-style-type: none"> <li>• Dobbin Rd Farmhouse</li> </ul>	7:00am – 11:00pm
3	Frost Campus	200 Albert St S Lindsay, ON K9V 5E6	<ul style="list-style-type: none"> <li>• Main Building</li> <li>• Arboriculture/Natural Resources Law Building</li> <li>• Construction &amp; Resources Drilling Building</li> <li>• Heavy Equipment Building</li> <li>• Heavy Equipment Portable</li> <li>• Field House</li> </ul>	6:00am – 11:00pm
4	Sutherland Residence Village	1 Residence Circle Peterborough, ON K9K 2N7	<ul style="list-style-type: none"> <li>• Six (6) buildings</li> <li>• Echo Shed</li> </ul>	7:00am – 7:00pm
5	Frost Residence	1 Auk Trail Lindsay, ON K9V 6G6	<ul style="list-style-type: none"> <li>• Two (2) buildings</li> <li>• Echo Shed</li> </ul>	8:30am – 4:30pm

The College reserves the right, at its sole discretion, to change the number of buildings or areas to be cleaned, either through addition of newly purchased or constructed buildings, or through subtraction of existing buildings or areas requiring service, as necessary during the Contract Term.

College Residence buildings are open to students occupying rooms 24 hours a day during the academic semesters. The Standard Operating Hours noted above refer to the periods during which cleaning services are to be delivered. Services may be delivered outside the Standard Operating Hours provided the Supplier receives the approval of the Director of Housing, Food & Student Conduct for Services delivered in Residence Buildings and the approval of the Director of Physical Resources for all other locations.

**A.2 Specifications - Tasks and Cleaning Frequency for all Buildings**

The Supplier must ensure that each building receive prompt, professional and timely services. The College has made a commitment to the clients of each building that they will receive regular and reliable cleaning services. The following table identifies the applicable specifications for each building:

**Table 2 – Specifications**

Building/Area	Document #	Schedule & Description
Sutherland and Frost Campus	Appendix B	Schedule 1 – Cleaning Requirements Schedule 2 – Patrol Frequency Schedule 3 – Sutherland Campus Space Dimension by Category Schedule 4 – Frost Campus Space Dimension by Category Schedule 5 - A, B Wing Outline - snow removal Schedule 6 - C, D Wing Outline - snow removal
Sutherland Residence Village and Frost Residence	Appendix C	Schedule 1 – Residence Cleaning Services – Tasks & Frequency Schedule 2 – Residence Light Maintenance Services Schedule 3 – Residence Cleaning Conference Services Schedule 4 - Residence Turnover Cleaning Schedule 5 - Sutherland Residence Village Space Dimension by Category Schedule 6 - Frost Residence Space Dimension by Category

		<p>Schedule 7 - SRV Cleaning Run (Mon, Thurs &amp; Fri, 9-5 Shift)</p> <p>Schedule 8 – SRV Cleaning Run (Mon-Fri, 7-3 Shift)</p> <p>Schedule 9 – SRV Cleaning Run (Mon-Fri, 11-7 Shift)</p> <p>Schedule 10 – SRV Cleaning Run (Sat &amp; Sun, 8-4 Shift)</p> <p>Schedule 11 – Frost Residence Weekday Run (Mon-Fri, 8:30-4:30 Shift)</p> <p>Schedule 12 – Frost Residence Weekday Run (Sat &amp; Sun, 10-2 Shift)</p>
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### A.3 Scope of Work

- (a) This contract is for Professional Cleaning Services primarily for the regular cleaning and janitorial services necessary to maintain a number of College buildings, as referenced in Section A.1. These facilities include cafeterias and kitchens, technical laboratories, student residences and many academic services. The College is open to the public and therefore expects a high caliber of cleaning maintenance throughout the building during the term of the contract. Cleaners will need to enter student suites and bedrooms in Residence buildings at times to provide cleaning services. The Supplier shall provide adequate supervision of all staff to ensure that a high degree of professionalism, as required by the College in its sole opinion, is maintained in this environment. A Site Manager, as that position is defined below, shall be present at the Sutherland Campus at all times.
- (b) The Deliverables must be provided during normal operating hours as well as after normal operating hours. A number of shifts are required in order to meet the needs of the college buildings and student residences. The Supplier is required to supply all labour, supervision and equipment as well as the supplies necessary to complete the work and shall not use equipment owned or controlled by the College without the direct approval of the College. The service level required at each specific building will vary dependent upon the number of employees and students at the facility, and the type of services being delivered;
- (c) The College requires an on-site full-time day time Site Manager at the Sutherland Campus. Supervisors are required for the overnight shifts at the Sutherland and Frost Campus main buildings and an appropriate number of visits and quality assurance checks must be scheduled for all campuses. At all times, the Supplier shall designate one

individual who is ultimately responsible for managing and enforcing the Quality Assurance Program for all campuses and residences;

- (d) The Supplier acknowledges that the College places high importance on its Environmental program. The College's extensive recycling operations must be fully supported by the Supplier. The College encourages "value purchasing" of environmentally friendly products, services and equipment. The Supplier agrees to dedicate sufficient resources to ensure compliance with the College's environmental programs, as may be amended from time to time.
- (e) Any item that does not appear in the specifications but is necessary in order to complete the described task shall be deemed included in the specification and shall be supplied at the Supplier's expense;
- (f) The Supplier acknowledges that the Supplier may be required to provide special services which will be of an immediate nature and will require an immediate response. The Supplier shall provide a list of telephone numbers and contact persons, who will be available to respond to service of this nature, whether they occur during normal operating hours or outside of normal operating hours.
- (g) For the purposes of this Contract, the Site Manager shall be a designated and competent individual who is responsible for setting and maintaining quality standards, performance and maintaining the integrity of the account; Hire, train, monitor, evaluate and discipline staff for site; monitor the site for new developments and changes; coordinate and organize additional or project work on-site for weekends or as required; monitor and inspect and communicate with management; develop and maintain on-going working relationship with customer; cooperate with College management staff and support staff. This position will not have any regularly scheduled cleaning responsibilities.

#### **A.4 Method and Required Level of Service**

- (a) A high standard level of service is expected and must be achieved. All services provided will be in accordance with general industry practices. For simplification, tasks have been broken down into daily, 2x/week, weekly, bi-weekly, monthly, quarterly, semester, semi-annual and annual frequencies as found in the Specifications;
- (b) Nothing in this section shall relieve the Supplier from making certain on a DAILY basis that any cleaning related issue that requires attention is attended to immediately;
- (c) The Supplier acknowledges that special projects will be requested from time to time, within the normal number of contracted hours and during seasons when activity slows (e.g. summer months and break weeks). The Supplier acknowledges and agrees that restructuring of duties may be necessary to meet the requirements of the special projects. Such special events include but are not limited to: convocation and open houses. Special Projects may also be requested which will require restructuring of work, or potentially additional hours;

- (d) The Supplier will routinely tour the site and identify any potential hazards and work with the College Representative(s) to identify areas of concern.

#### **A.5 Liaison Meetings**

- (a) The Supplier's Senior Management Representative will be required to attend meetings with the College Representative(s) to ensure that all specific requirements are being met. The Senior Manager will meet with Facility/Residence managers regularly (minimum monthly), to discuss performance issues and project plans related to the monthly, quarterly, annual projects specified;
- (b) The Supplier's Site Manager is expected to meet frequently with the Physical Resources Department ("PRD") and the Residence Department to review performance and quality concerns.

#### **A.6 Quality Assurance Program**

- (a) A Quality Assurance Program must be implemented by the Supplier. The Quality Assurance Program must, at a minimum, have the ability to produce reports in a form acceptable to the College and accessible from any computer of the College illustrating the following:
- Tracking of quality assurance checks of all rooms and spaces requiring cleaning services over a period of time acceptable to the College;
  - Project planning;
  - Project completion;
  - Summary progress reports for the Facility/Residence Manager on quarterly, semi-annual and annual projects, identifying specific areas completed; and
  - Monthly reports highlighting accomplishments, challenges, and issues in maintaining the Quality Assurance Program
- (b) Electronic copies of reports will be sent to the Director of PRD and the Director, Housing, Food & Conference Services and Student Conduct for each of their respective areas, and maintained by the Supplier for the term of the contract;
- (c) The Quality Assurance Program shall include regular monitoring of personnel by a senior supervisor of the Supplier who must visit all locations and each shift at least once every week at irregular intervals. This Program will be developed, maintained and delivered at no cost to the College.

#### **A.7 Time of Service**

- (a) The Supplier is required to maintain a staffing schedule to support the services defined in the Specifications, and, from time to time, special projects as required and defined by the College.

- (b) The Supplier shall coordinate and cooperate with the College on all services and understands that daily adjustments to routines may be necessary as class schedules of the College are subject to change.
- (c) The work included in this Contract shall be completed to meet critical deadlines for the College, including, but not limited to:
- Start dates for each academic semester;
  - Move-in/move-out dates for students in residence;
  - Summer conferences in residences; and
  - Special event dates such as Open house, Convocation, Fundraising.
- (d) The Supplier acknowledges that the buildings are open to the public with evening classes and meetings, weekend classes, Sunday worship, and other special events occasionally being scheduled; therefore, the Supplier must schedule this work to minimize any adverse effects to either the public or the function of the building.
- (e) Several shifts will be required in order to provide coverage to ensure adequate response to operational demands. The normal operating hours of the College are shown in A.1 of this Schedule. Each College site may require different shift arrangements to meet these needs. Summer schedules may involve shift adjustments as an energy conservation measure.
- (f) Residence buildings are open 24 hours a day to students occupying rooms and during the academic semester period and will experience heavy traffic at times. Cleaning shifts may be adjusted accordingly with proper notice.
- (g) Notwithstanding anything to the contrary, and notwithstanding the general right of the Supplier to determine the timing for the delivery of the Services and staffing levels within the parameters of the Contract, the College reserves the right to determine, as it deems necessary, the timing of the delivery of any part of the Services and staffing levels required to deliver any part of the Services.

#### **A.10 Hours of Work**

- (a) It is necessary to perform certain portions of this work on weekends, evenings and overnight. No premium or additional payment of any kind will be made in consideration for the work performed outside of usual business hours.
- (b) The College reserves the right to approve working hours in relation to College business.

(c) The College recognizes the following statutory holidays:

New Year's Day	Civic Holiday	
Good Friday	Labour Day	
Thanksgiving Day	Victoria Day	Family Day
Canada Day	Christmas Day	Boxing Day

(d) The Supplier may re-arrange schedules to avoid requiring its staff to work on statutory holidays.

(e) The Supplier acknowledges that the Standard Operating Hours of the College and/or any Building may change either on a temporary or permanent basis. The Supplier agrees to accommodate any change to the Standard Operating Hours at no additional cost to the College.

### **A.11 Contract and Labour Hours**

(a) The Supplier agrees to provide as part of the contract:

- i. A defined level of service.
- ii. A guaranteed minimum number of hours of labour to provide that level of service.

(b) Reconciliation of hours - The Supplier will provide electronic verification of labour hours on site, including raw data indicating the number of staff working on campus and when, on an agreed upon schedule to the Director of Physical Resources and the Director, Housing, Food & Conference Services and Student Conduct. At the College's discretion, surplus hours will either be credited back to the College at the specified rate or carried forward to subsequent months to complete special projects. The College will not be held liable for actual hours worked that exceed the hours forecasted/budgeted by the Supplier.

### **A.12 Environmental Program**

The Supplier will actively promote environmentally responsible practices in its operation, demonstrating its commitment to sustainability and employee values that align with the College's sustainability goals, particularly with respect to waste diversion. The Supplier will keep the College informed about any environmentally-friendly products, new technologies and/or green initiatives it undertakes. The Supplier will, if requested by the College, make any environmentally-friendly products, new technologies and/or green initiatives available to the College.

The Supplier is expected to adhere to sound environmental practices in the delivery of the Services during Term. Environmental practices that the Supplier is expected to participate in include, but is not limited to, the following:

- Environmental activities the Supplier participates in (e.g. fair-trade practices, recycled content, carbon footprint reduction);

- The Supplier's communication strategies used with Clients that reinforce sustainability;
- Applicable quality assurance program certificates the Supplier possesses (e.g. ISO 14001, Occupational Health and Safety Management Systems Requirements);
- Environmental initiatives and associated implementation timelines, as applicable;
- Relevant social responsibility plan and/or initiatives with implementation timelines, as applicable;
- Any environmental considerations such as increased energy savings, greenhouse gas reductions and donation programs; and
- Active participation in working in partnership with the College on waste diversion solutions to reduce contamination of our waste streams (e.g. separation of liquids through separate disposal, additional blue bins as deemed necessary etc.).

The Supplier shall incorporate the following in the performance of the work:

- (a) A green cleaning program that is certified under one of the following:
- Green Seal's Environmental Standard for Commercial Cleaning Services (GS-42)
  - The International Sanitary Supply Association's (ISSA's) Cleaning Industry Management Standard for Green Buildings (CIMIS-GB); or
  - An equivalent third-party certification program approved by the Association for the Advancement of Sustainability in Higher Education (AASHE)
- (b) In an effort to reduce the amount of plastic garbage bags going to waste collection, where and when appropriate, the office garbage and recycling bins should be dumped rather than automatically replacing the plastic bags;
- (c) Guarantee to not dispose of garbage\recycling put aside and labelled for waste audits, approved by the College's Office of Sustainability, from time to time;
- (d) Use of 100% post-consumer paper products - toilet paper and paper towels;
- (e) Cooperate with the Office of Sustainability and Sustainability Waste Program for pilot projects and routine campus waste audits of all buildings and service areas.



## B. MATERIAL DISCLOSURES AND WARNINGS

The Supplier specifically acknowledges being advised of the following:

- The Contract is a two-year term contract but is subject to the Termination provisions of this Agreement, including the ability of the College to terminate the Agreement for any reason upon 30 days' written notice.
- The Supplier is advised that it is solely responsible for complying with its obligations as a successor provider of building services under the *Employment Standards Act, 2000*, S.O. 2000, c. 41 and the *Labour Relations Act, 1995*, S.O. 1995, c. 1. The Supplier shall review the provided information for the list of current staff by campus, inclusive of rate, position, work group, hours, and availability. The Supplier shall be responsible for making any further inquiries necessary to discharge its obligations under the aforementioned Acts.
- Unionized Cleaning Staff at the Sutherland Campus belong to the Ontario Public Services Employee Union (OPSEU), local 351. The current Collective Agreement, between OPSEU and Best Service Pros Ltd expires on December 31, 2022.
- Unionized Cleaning Staff at the Frost Campus belong to the United Food and Commercial Workers Canada (UFCW) Local 175. The current Collective Agreement, between UFCW and Best Service Pros Ltd expires on December 31, 2022.

The Services shall be provided regardless of weather condition. The Supplier must make itself aware of the local weather conditions at the various locations where the services are to be provided at all times to ensure the proper contingencies are in place to deal with impacts of weather.

- The Arboriculture/Natural Resources Law Building, Drilling and Blasting Building, Frost Campus Field House, Heavy Equipment Building as well as Heavy Equipment Portable are prone to excessive mud, dirt, snow, slush etc.
- During the performance of delivering the services, the Supplier may encounter asbestos. The Supplier acknowledges receiving and reviewing the asbestos reports provided. The Supplier shall ensure that all staff are aware of the possible presence of asbestos and are familiar with the safety protocols involving asbestos of the College.
- The College has developed a Sustainability Plan including waste reduction and waste diversion targets. To this end, the College is working on solutions to ensure that the organics stream is no more than .5% contaminated with other items. This may lead to the implementation of composters, such as an onsite in-vessel composting solution (e.g. A900 Rocket Composter), at each campus, which will require some pre-sorting of the organics. The College expects that the Supplier will work with the College on this – plan specifics pending. Taking organics to a central system (totes in a central location) from the four/three stream bins around the college is likely the **minimum** requirement. Should the College go with an internal solution (i.e. on-site composter), there would be an

additional need to feed a macerator and the material is fed to the in-vessel composter with a one to one ratio of wood chips. Extra labour may be required and will be negotiated accordingly.

Rate Bid Form 1

Table 1: Annual Costs		Contract Year 1: May 30, 2020 - June 30, 2021 - Reduced Staffing Model (2 Site Supervisors and 8 Cleaners) from May 30, 2020 - September 30, 2020.	Contract Year 2: July 1, 2021 - June 30, 2022	Option Year 1 (Contract Year 3): July 1, 2022 - June 30, 2023	Option Year 2 (Contract Year 4): July 1, 2023 - June 30, 2024	Option Year 3 (Contract Year 5): July 1, 2024 - June 30, 2025	Option Year 4 (Contract Year 6): July 1, 2025 - June 30, 2026
#	Campus	Annual Cost	Annual Cost	Annual Cost	Annual Cost	Annual Cost	Annual Cost
1	Sutherland Campus	\$ 899,950.29	\$ 1,207,463.01	\$ 1,231,217.49	\$ 1,255,841.84	\$ 1,280,958.68	\$ 1,306,577.85
2	Frost Campus	\$ 322,590.07	\$ 432,818.99	\$ 441,333.86	\$ 450,160.54	\$ 459,163.75	\$ 468,347.02
3	Sutherland Residence Village Academic Period (September 1 - April 30)	\$ 88,422.10	\$ 118,635.90	\$ 120,969.83	\$ 123,389.23	\$ 125,857.01	\$ 128,374.15
4	Sutherland Residence Village Summer Period (May 1 - August 31)	\$ 15,665.89	\$ 21,018.93	\$ 21,432.43	\$ 21,861.08	\$ 22,298.30	\$ 22,744.27
5	Frost Residence Academic Period (September 1 - April 30)	\$ 36,124.86	\$ 48,468.72	\$ 49,422.24	\$ 50,410.69	\$ 51,418.90	\$ 52,447.28
6	Frost Residence Summer Period (May 1 - August 31)	\$ 9,579.06	\$ 12,852.22	\$ 13,105.06	\$ 13,367.16	\$ 13,634.51	\$ 13,907.20
7	Sutherland Residence Village Spring Residence Turnover Cleaning	\$ 13,411.92	\$ 17,994.77	\$ 18,348.79	\$ 18,715.76	\$ 19,090.08	\$ 19,471.88
8	Frost Residence Spring Residence Turnover Cleaning	\$ 4,950.40	\$ 6,641.95	\$ 6,772.61	\$ 6,908.07	\$ 7,046.23	\$ 7,187.15
<b>Total Annual Cost</b>		\$ 1,390,694.60	\$ 1,865,894.49	\$ 1,902,602.32	\$ 1,940,654.37	\$ 1,979,467.46	\$ 2,019,056.81
<b>Grand Total of Six (6) Years</b>		<b>\$ 11,098,370.04</b>					

**RESIDENCE CLEANING SERVICES - UNIT RATES SCHEDULE**

Task	Unit of Measure	Contract Year 1: April xx, 2020 - June 30, 2021	Contract Year 2: July 1, 2021 - June 30, 2022	Option Year 1 (Contract Year 3): July 1, 2022 - June 30, 2023	Option Year 2 (Contract Year 4): July 1, 2023 - June 30, 2024	Option Year 3 (Contract Year 5): July 1, 2024 - June 30, 2025	Option Year 4 (Contract Year 6): July 1, 2025 - June 30, 2026
<b>Additional Cleaning Services</b>							
Full Clean - Suite Common Areas	\$ per suite common area	\$ 144.38	\$ 147.26	\$ 150.21	\$ 153.21	\$ 156.28	\$ 159.40
Full Clean - Bedrooms	\$ per bedroom	\$ 25.24	\$ 25.74	\$ 26.26	\$ 26.78	\$ 27.32	\$ 27.86
Touch-Up Clean - Suite Common Areas	\$ per suite common area	\$ 31.55	\$ 32.18	\$ 32.82	\$ 33.48	\$ 34.15	\$ 34.83
Touch-Up Clean - Bedrooms	\$ per bedroom	\$ 12.62	\$ 12.87	\$ 13.13	\$ 13.39	\$ 13.66	\$ 13.93
Light Cleaning Service - Suite Common Areas	\$ per suite common area	\$ 31.55	\$ 32.18	\$ 32.82	\$ 33.48	\$ 34.15	\$ 34.83
Emergency Cleaning Service	\$ per hour	\$ 31.55	\$ 32.18	\$ 32.82	\$ 33.48	\$ 34.15	\$ 34.83
Exterior Window Cleaning Service	\$ per project	\$ 4,620.00	\$ 4,712.40	\$ 4,806.65	\$ 4,902.78	\$ 5,000.84	\$ 5,100.85
Carpet / Upholstery Cleaning - Kitchen/Bedroom Chairs	\$ per chair	\$ 4.02	\$ 4.10	\$ 4.18	\$ 4.26	\$ 4.35	\$ 4.44
Carpet / Upholstery Cleaning - Love Seats	\$ per love seat	\$ 8.03	\$ 8.19	\$ 8.36	\$ 8.53	\$ 8.70	\$ 8.87
Carpet / Upholstery Cleaning - Carpet(s)	\$ per sq ft	\$ 0.23	\$ 0.23	\$ 0.24	\$ 0.24	\$ 0.25	\$ 0.25
<b>Conference Service Cleaning</b>							
Conference room preparation	\$ per bedroom (without linens)	\$ 8.83	\$ 9.01	\$ 9.19	\$ 9.37	\$ 9.56	\$ 9.75
Conference room preparation	\$ per bedroom (with linens)	\$ 11.36	\$ 11.58	\$ 11.82	\$ 12.05	\$ 12.29	\$ 12.54
Conference Cleaning	\$ per suite common area	\$ 31.55	\$ 32.18	\$ 32.82	\$ 33.48	\$ 34.15	\$ 34.83
Conference Cleaning	\$ per bedroom	\$ 12.62	\$ 12.87	\$ 13.13	\$ 13.39	\$ 13.66	\$ 13.93
Light Conference Cleaning Service	\$ per suite	\$ 31.55	\$ 32.18	\$ 32.82	\$ 33.48	\$ 34.15	\$ 34.83
<i>Contractor will need to report of hours missed due to scheduling and/or staff absences</i>							
<b>Cleaning Projects</b>							
Turnover Cleaning (Dec)							
\$ per full clean - suite common area (vacant)	\$ per suite common area	\$ 144.38	\$ 147.26	\$ 150.21	\$ 153.21	\$ 156.28	\$ 159.40
\$ per partial clean - suite common area (vacant)	\$ per suite common area	\$ 32.81	\$ 33.46	\$ 34.13	\$ 34.82	\$ 35.51	\$ 36.22
\$ per full clean - bedroom (vacant)	\$ per bedroom	\$ 29.02	\$ 29.60	\$ 30.20	\$ 30.80	\$ 31.42	\$ 32.04
\$ per cleaning of public areas - Sutherland Residence Village	\$ per project	\$ 453.70	\$ 462.77	\$ 472.03	\$ 481.47	\$ 491.10	\$ 500.92
\$ per cleaning of public areas - Frost Residence	\$ per project	\$ 211.80	\$ 216.04	\$ 220.36	\$ 224.76	\$ 229.26	\$ 233.84

**SUTHERLAND / FROST CAMPUS LIST OF SPECIFICATIONS**

**Appendix B - Schedule 1 - Cleaning Requirements**

**Annual Frequency**

Area Types	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual
	M to F						3x/yr		

**Main Entrances and Entrance Vestibules (High Traffic - see frequency schedule)**

Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced <b>as required daily</b> (refer to campus guidelines for handling of waste and recyclables) and receptacles to be spot cleaned	X								
Clean entrance door glass, frames, kick plates, push plates and push bars where applicable	X								
Spot clean side glass, frames and ledges within 3 meters of door entryways.	X								
Wash glass surfaces forming part of the entranceway inside and outside			X						
Spot clean walls and other surfaces to remove visible soil, smudges, marks and graffiti and damp wipe radiators/heaters if applicable	X								
Dust all low reach areas (under 2 meters)	X								
Dust all high reach areas (from 2 - 4 meters)				X					
Wash waste and recycling receptacles					X				
<b>Hard Floors:</b>									
- Dust mop all surfaces using an approved dust capturing system	X								
- Damp mop entire area keeping baseboards free of dust and splash marks	X								
- Clean pedimat wells under pedimat mats								X	
- Machine scrub hard surface floor							X		
- Vacuum walk-off mats - during inclement weather, wet vacuum <b>/extract</b> to remove excess moisture from mats and surrounding area on patrols and during routine cleaning	X								
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter. Stains not removed through conventional hand methods are to be removed using portable extraction equipment within 24 hours of the appearance of the stain	X								
- Extraction clean walk-off mats during winter months (November to April)		X							
- Resilient Flooring is to be stripped and recoated applying a minimum 6 coats								X	
<b>INTERIOR:</b> Information/Security counters are to be cleaned thoroughly, damp disinfecting counters and all touch points, removing waste and maintaining dusting/spot cleaning of any other surfaces and furnishings	X								
<b>EXTERIOR</b> - remove gum from exterior surfaces within 10 meters of entrances							X		

**Entrances/ Exits (Low Traffic - see frequency schedule)**

Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced <b>as required daily</b> (refer to campus guidelines for handling of waste and recyclables) and receptacles to be spot cleaned	X								
Clean entrance door glass, frames, kick plates, push plates and push bars where applicable	X								
Spot clean side glass, frames and ledges within 3 meters of door entryways	X								
Wash glass surfaces forming part of the entranceway inside and outside			X						
Clean entrance door glass, frames, kick plates, push plates and push bars where applicable	X								
Spot clean walls and other surfaces to remove visible soil, smudges, marks and graffiti and damp wipe radiators/heaters if applicable	X								
Dust all low reach areas (under 2 meters)	X								
Dust all high reach areas (from 2 - 4 meters)				X					
Wash waste and recycling receptacles					X				
<b>Hard Floors:</b>									
- Dust mop all surfaces using an approved dust capturing system	X								
- Damp mop entire area keeping baseboards free of dust and splash marks	X								
- Machine scrub hard surface floor							X		
- Vacuum walk-off mats - during inclement weather, wet vacuum <b>/extract</b> to remove excess moisture from mats and surrounding area on patrols and during routine cleaning	X								
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter. Stains not removed through conventional hand methods are to be removed using portable extraction equipment within 24 hours of the appearance of the stain	X								
- Extraction clean walk-off mats during winter months (November to April)			X						
- Resilient Flooring is to be stripped and recoated applying a minimum 6 coats								X	
<b>EXTERIOR</b> - remove gum from exterior surfaces within 10 meters of entrances							X		

**Corridors**

Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced <b>as required daily</b> (refer to campus guidelines for handling of waste and recyclables) and receptacles to be spot cleaned	X								
Clean door glass, frames, kick plates, push plates and push bars where applicable - spot clean glass and ledges	X								
Spot clean walls and other surfaces to remove visible soil, smudges, marks and graffiti and damp wipe radiators/heaters if applicable	X								
Clean and polish all drinking fountains, removing water marks, scale, and splashes on sides and on front	X								

Appendix B - Schedule 1 - Cleaning Requirements	Annual Frequency								
	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual
	M to F						3x/yr		
Refill hand sanitizer dispensers as necessary	X								
Damp clean benches and other furnishings			X						
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains								X	
Dust all low reach areas (under 2 meters) but including locker tops		X							
Dust all high reach areas (from 2 - 4 meters) including vending machines, fixtures and signage					X				
Wash waste and recycling receptacles					X				
<b>Carpeted Floors:</b>									
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter. Stains not removed through conventional hand methods are to be removed using portable extraction equipment within 24 hours of the appearance of the stain	X								
- Fully vacuum carpeted main corridors	X								
- Dust and spot clean baseboards as necessary to keep a clean appearance					X				
<b>Hard Floors:</b>									
- Dust mop all surfaces using an approved dust capturing system	X								
- Auto-Scrub all floors and damp mop in inaccessible areas keeping baseboards free of dust and splash marks	X								
- Machine Scrub Concrete Floors in service areas on alternate days and more frequently as required by inclement weather		X							
- For common area concrete floors utilizing the '3M' maintenance system, recoat surface as per manufacturers instructions and burnish					X				
- Burnish resilient floor surfaces using approved high speed or ultra speed system				X					
- Resilient Flooring is to be stripped and recoated applying a minimum 3 coats								X	
- Vacuum walk-off mats - during inclement weather, wet vacuum to remove excess moisture from mats and surrounding area on patrols and during routine cleaning	X								
- Extraction clean walk-off mats during winter months (November to April)			X						
<b>Offices (include Copy/Mail Rooms and Receiving Offices)</b>									
Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced as required daily (refer to campus guidelines for handling of waste and recyclables) and receptacles to be spot cleaned	X								
Spot clean all walls, light switches, interior glass partitions and doors including push plates, kick plates and handles - remove marks and graffiti - damp wipe radiators/heaters as necessary		X							
Dust all low reach areas (under 2 meters) but including locker tops			X						
Dust all high reach areas (from 2 - 4 meters) including vending machines, fixtures and signage					X				
Window treatments (blinds, curtains) where applicable are to be vacuum dusted					X				
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains							X		
Dust and remove marks from tables and chairs including legs/ pedestals XXXXXX				X					
Spot extract upholstered furniture to remove stains					X				
Wash waste and recycling receptacles and waste baskets					X				
<b>Carpeted Floors:</b>									
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter using portable extraction equipment if necessary		X							
- Spot vacuum to remove visible soil and litter		X							
- Fully vacuum entire carpeted area			X						
- Dust and spot clean baseboards as necessary to keep a clean appearance					X				
<b>Hard Floors:</b>									
- Dust mop all surfaces using an approved dust capturing system		X							
- Spot mop all stains and spills, especially coffee and drink spills		X							
- Damp mop entire area keeping baseboards free of dust and splash marks				X					
- Resilient Flooring is to be stripped and recoated applying a minimum 6 coats									X
<b>NOTE:</b> Computers are not cleaned by the contractor, but keyboards and mice are to be disinfected		X							
<b>Conference Rooms</b>									
Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced as required (refer to campus guidelines for handling of waste and recyclables) and spot clean all receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti - damp wipe radiators/heaters if applicable	X								
Dust all low reach areas (under 2 meters)		X							
Dust all high reach areas (from 2 - 4 meters)					X				
Window treatments (blinds, curtains) where applicable are to be vacuum dusted					X				
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains							X		
Dust all furnishings and accessories taking care to remove spills, stains and handprints	X								
Dust and remove marks from tables and chairs including legs/ pedestals			X						

Appendix B - Schedule 1 - Cleaning Requirements	Annual Frequency								
	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual
	M to F						3x/yr		
Spot extract upholstered furniture to remove stains							X		
Remove gum and other matter from underneath furnishings						X			
<b>Carpeted Floors:</b>									
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter using portable extraction equipment if necessary	X								
- Fully vacuum entire carpeted area	X								
- Dust and spot clean baseboards as necessary to keep a clean appearance					X				
- Clean all carpeted areas using an approved soil removal system									X
<b>Hard Floors:</b>									
- Dust mop all surfaces using an approved dust capturing system		X							
- Spot mop all stains and spills, especially coffee and drink spills		X							
- Damp mop entire area keeping baseboards free of dust and splash marks				X					
- Resilient Flooring is to be stripped and recoated applying a minimum 6 coats									X
<b>Lounges/ Study Areas</b>									
Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced <b>as required</b> (refer to campus guidelines for handling of waste and recyclables) and spot clean all receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti - damp wipe radiators/heaters if applicable	X								
Dust all low reach areas (under 2 meters)		X							
Dust all high reach areas (from 2 - 4 meters)					X				
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains							X		
Wash walls to remove all soil and marks								X	
Dust and spot clean all furniture, fixtures, equipment and accessories	X								
Dust and remove marks from tables and chairs including legs/ pedestals					X				
Clean furnishings, tables and chairs to remove all smudges, marks and spills				X					
Clean all table and chair legs to remove dust, debris and marks					X				
Remove gum and other matter from underneath furnishings					X				
Spot extract upholstered furniture to remove stains					X				
Vacuum and shampoo or extraction clean upholstered furnishings									X
Wash waste and recycling receptacles					X				X
<b>Carpeted Floors:</b>									
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter using portable extraction equipment if necessary	X								
- Fully vacuum entire carpeted area	X								
- Dust and spot clean baseboards as necessary to keep a clean appearance					X				
<b>Hard Floors:</b>									
- Dust mop all surfaces using an approved dust capturing system	X								
- Spot mop all stains and spills, especially coffee and drink spills	X								
- Damp mop entire area keeping baseboards free of dust and splash marks		X							
<b>ADDITIONAL REQUIREMENTS:</b>									
Clean all carpeted areas using an approved soil removal system						X			
Strip and refinish floors applying a minimum of 6 coats of floor finish							X		
Wash windows, glass partitions and frames							X		
<b>Library: Resource and Study Areas</b>									
Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced <b>as required</b> (refer to campus guidelines for handling of waste and recyclables) and spot clean all receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti	X								
Dust all low reach areas (under 2 meters)		X							
Dust book shelves					X				
Dust all high reach areas (from 2 - 4 meters)					X				
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains							X		
Dust all furniture, fixtures, equipment and accessories	X								
Dust and remove marks from legs of furniture and chairs including pedestals					X				
Remove gum and other matter from underneath furnishings					X				
Spot extract upholstered furniture to remove stains					X				
Vacuum and shampoo or extraction clean upholstered furnishings									X
Wash waste and recycling receptacles					X				
<b>Carpeted Floors:</b>									
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter using portable extraction equipment if necessary	X								
- Fully vacuum entire carpeted area	X								

Appendix B - Schedule 1 - Cleaning Requirements	Annual Frequency								
	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual
	M to F						3x/yr		
- Dust and spot clean baseboards as necessary to keep a clean appearance					X				
- Clean all carpeted areas using an approved soil removal system								X	
<b>Washrooms</b>									
Refill dispensers, empty trash, clean and sanitize all restroom fixtures, wipe all counters, clean mirrors, wipe chrome, spot wipe partitions and trash receptacles, sweep and damp mop floors using a germicidal cleaner (refer to waste campus guidelines for waste handling procedures)	X								
Damp wipe/disinfect contact points on doors along with kick and push plates	X								
Damp wipe/disinfect radiators/heaters	X								
Wash all restroom partitions on both sides					X				
Wash all ceramic tile walls by hand					X				
Wash all walls								X	
Clean all ceiling diffusers					X				
Clean ceiling lights					X				
Replace air fresheners in washrooms where applicable						X			
Machine scrub all restroom floors using germicidal detergent								X	
Wash waste and recycling receptacles					X				
<b>Showers/ Locker Areas</b>									
Refill dispensers, empty trash, clean and sanitize all restroom fixtures, wipe all counters, clean mirrors, wipe chrome, spot wipe partitions, sweep and damp mop floors using a germicidal cleaner (refer to waste campus guidelines for waste handling procedures) and spot clean waste receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti - damp wipe radiators/heaters	X								
Lockers and partitions are to be dusted (tops) and spot cleaned to remove smudges, marks and graffiti	X								
Lockers and partitions are to be damp cleaned and disinfected to remove smudges, marks and graffiti					X				
Clean and disinfect shower walls, fixtures and floors - replace shower curtains as necessary	X								
Pressure wash showers to remove all accumulations from tiles and grout taking care not to damage surfaces			X						
Wash all walls								X	
Clean all air diffusers					X				
Dust ceiling light fixtures					X				
Replace air fresheners where applicable						X			
Clean drains using an approved drain cleaner..., if drains are clogged, attempt to clear with plunger			X						
Wash waste and recycling receptacles					X				
<b>Commercial food operations</b>									
<b>Cafeteria / Auks Lodge / Steele Centre &amp; Pub</b>									
Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced daily (refer to campus guidelines for handling of waste and recyclables) and receptacles to be spot cleaned	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti	X								
Check/ Spot clean tables and chairs missed by food service staff	X								
Remove gum and other matter from underneath furnishings					X				
Clean and remove marks from table and chair legs					X				
Wash waste receptacles					X				
<b>Hard Floors:</b>									
- Dust mop all surfaces using an approved dust capturing system	X								
- Damp mop and/or auto-scrub all hard surface floors keeping baseboards free of dust and splash marks - damp mop inaccessible areas	X								
- Machine scrub floors					X				
- Strip and refinish floors applying minimum of 6 coats of floor finish								X	
<b>Carpet Floors:</b>									
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter using portable extraction equipment if necessary	X								
- Fully vacuum entire carpeted area	X								
- Dust and spot clean baseboards as necessary to keep a clean appearance					X				
- Clean all carpeted areas using an approved soil removal system								X	
<b>EXCLUSIONS:</b> Servery, periodic and project work, lights, vents									
<b>Kitchen / Pizza Pizza / Epic Burger / Tim Horton's / Kawartha Grill / etc.</b>									
Entire floor cleaning including grout cleaning removing all dirt and grease.								X	
Entire wall cleaning including behind all movable appliances								X	
Clean all exposed vents, vent pipes, diffusers								X	
Entire ceiling cleaning								X	
Entire wall cleaning including behind all movable appliances								X	



Appendix B - Schedule 1 - Cleaning Requirements	Annual Frequency								
	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual
	M to F						3x/yr		
<b>Kitchenettes / Staff Lounges</b>									
Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced <b>as required</b> (refer to campus guidelines for handling of waste and recyclables) and spot clean all receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti	X								
Dust and spot clean all furniture, fixtures, equipment and accessories	X								
Damp clean and disinfect countertops and touch point surfaces	X								
Clean sink and fixtures	X								
Dust all low reach areas (under 2 meters)			X						
Dust all high reach areas (from 2 - 4 meters)					X				
Damp clean interior and exterior of microwave oven	X								
Wash waste and recycling receptacles					X				
Clean refrigerator, and empty contents at customer request			X						
Pull refrigerator away from wall and clean whole space behind it.								X	
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains					X				
<b>Hard Floors:</b>									
- Dust mop all surfaces using an approved dust capturing system	X								
- Strip and refinish floors applying minimum of 6 coats of floor finish								X	
- Damp mop entire area keeping baseboards free of dust and splash marks	X								
<b>Workshops: Carpentry, HVAC, Welding, Electronic, KUBE - all floors</b>									
Empty all waste receptacles and remove trash and recyclables to designated area - waste liners and bags are to be changed weekly or more often as required (refer to campus guidelines for waste handling procedures) and spot clean all receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti	X								
Dust all low reach areas (under 2 meters)								X	
Dust all high reach areas (from 2 - 4 meters)								X	
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains (excluding upper level of D0)			X						
Furniture is to be cleaned removing marks and stains								X	
Remove gum and other matter from underneath furnishings and other surfaces								X	
Wash waste and recycling receptacles								X	
<b>Hard Floors: (Concrete)</b>									
- Using push broom sweep all open areas								X	
- Mop all stains and spills, especially coffee and drink spills								X	
- Damp mop entire area								X	
- Dust/ damp wipe as necessary to maintain clean appearance of baseboards								X	
- Machine scrub floors								X	
<b>Classrooms/ Labs/ Lecture Theatres</b>									
Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced <b>as required</b> (refer to campus guidelines for handling of waste and recyclables) and spot clean all receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti	X								
Dust all low reach areas (under 2 meters)		X							
Dust all high reach areas (from 2 - 4 meters)					X				
Window treatments (blinds, curtains) where applicable are to be vacuum dusted					X				
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains							X		
Clean chalk boards and white boards with duster and clean out chalk tray	X								
Dust and spot clean all furniture, student desks and chairs, fixtures, equipment and accessories	X								
Dust and remove marks from legs of furniture and chairs including pedestals				X					
Remove gum and other matter from underneath furnishings					X				
Thoroughly clean student desks and chairs removing pencil and ink marks									X
Lecture podiums and screens are to be dusted and cleaned			X						
Vacuum and shampoo or extraction clean upholstered furnishings							X		
Empty and refill wiper dispensers as needed	X								
Wash waste and recycling receptacles	X								
<b>Hard Floors:</b>									
- Dust mop all surfaces using an approved dust capturing system	X								
- Damp mop entire surface to remove spills and stains keeping baseboards free of dust and splash marks	X								
- Machine scrub floors					X				

Appendix B - Schedule 1 - Cleaning Requirements	Annual Frequency								
	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual
	M to F						3x/yr		
- Strip and refinish floors applying minimum of 6 coats of floor finish								X	
- For concrete floors utilizing the '3M' maintenance program, recoat surface as per manufacturers instructions and burnish							X		
<b>Carpeted Floors:</b>									
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter using portable extraction equipment if necessary	X								
- Fully vacuum entire carpeted area	X								
- Dust and spot clean baseboards as necessary to keep a clean appearance					X				
<b>Open Access Computer Labs - Learning Resource Centre, Library, B2101, B2121, B2131, Learning Commons</b>									
Spot clean desks	X								
Fully damp clean all desk surfaces to remove marks and graffiti			X						
Wash chairs and polish all legs of desks and chairs			X						
Spot clean computer monitors			X						
Spot clean computers and monitors	X								
Fully clean computers			X						
Clean and disinfect computer keyboards and mice	X								
<b>Storage Areas:</b>									
<b>Daily Use Storage (Closets, Coat Rooms, etc.)</b>									
Empty all waste receptacles and remove trash and recyclables to designated area (refer to campus guidelines for handling of waste and recyclables)					X				
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti					X				
<b>Hard Floors:</b>									
- Dust mop all surfaces using an approved dust capturing system					X				
- Damp mop all stains and spills, especially coffee and drink spills					X				
<b>Carpeted Floors:</b>									
- Fully vacuum entire carpeted area					X				
<b>Storerooms/Supply Rooms/Long-Term Storage</b>									
Empty all waste receptacles and remove trash and recyclables to designated area (refer to campus guidelines for handling of waste and recyclables)					X				
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti									X
Dust all horizontal surfaces									X
<b>Hard Floors:</b>									
- Dust mop all surfaces using an approved dust capturing system									X
- Damp mop all stains and spills, especially coffee and drink spills									X
<b>Carpeted Floors:</b>									
- Fully vacuum entire carpeted area									X
<b>Treatment Rooms</b>									
Empty all waste receptacles and remove trash and recyclables to designated area - replace waste bags and liners daily (refer to campus guidelines for handling of waste and recyclables) and spot clean all receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti	X								
Damp wipe/disinfect all horizontal surfaces and furnishings	X								
Dust all low and high reach areas (up to 4 meters)	X								
Clean and disinfect sinks, fixtures and countertops and wipe dry	X								
Wash glass and mirrors and wipe all frames.	X								
Remove gum and other matter from underneath furnishings					X				
<b>Hard Floors:</b>									
- Dust mop all surfaces using an approved dust capturing system	X								
- Damp mop entire surface to remove spills and stains using a disinfectant solution keeping baseboards free of dust and splash marks	X								
- Strip and refinish floors applying minimum of 6 coats of floor finish								X	
<b>Stairwells</b>									
Empty all waste receptacles and remove trash and recyclables to designated area - replace waste bags and liners as required (refer to campus guidelines for handling of waste and recyclables) and spot clean all receptacles	X								
Spot clean walls to remove marks and graffiti - spot clean glass, windows and ledges - damp wipe radiators/heaters if applicable	X								
Clean door glass, frames, kick plates, push plates and push bars where applicable	X								
Dust hand rails, ledges and other horizontal surfaces			X						
Wash walls to remove soil and marks - more frequently in high volume areas as needed						X			
Clean interior glass surfaces						X			
Wash waste and recycling receptacles					X				
Sweep or dust mop stair treads	X								

Appendix B - Schedule 1 - Cleaning Requirements	Annual Frequency								
	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual
	M to F						3x/yr		
Damp mop stair treads and landings (more often as required by inclement weather and in winter)	X								
Scrub stair treads including nosing, risers and vertical surfaces to remove marks and stains							X		
<b>Elevators</b>									
Detail clean cab interior, polishing all stainless steel surfaces as necessary - high dust vents and lights where accessible	X								
Clean Exterior of Elevator Doors and Frames	X								
Clean/vacuum Elevator Tracks	X								
<b>Hard Floors:</b>									
- Dust mop all surfaces using an approved dust capturing system	X								
- Damp mop entire surface to remove spills and stains keeping baseboards/coves free of dust and splash marks	X								
- Strip and Recoat resilient floors with 6 coats of finish								X	
<b>Utility Rooms/ Custodial</b>									
Clean slop sink and assure drains are clean	X								
Empty all waste receptacles and remove trash and recyclables to designated area (refer to campus guidelines for handling of waste and recyclables)	X								
Dust horizontal surfaces..., maintain supplies in safe and orderly fashion on designated shelving	X								
All equipment tools and material are to be cleaned and stored correctly at the end of each shift.	X								
<b>Hard Floors:</b>									
- Dust Mop all surfaces using an approved dust control system	X								
- Damp mop entire surface to remove spills and stains	X								
<b>EXCLUSIONS:</b>									
- Receiving Docks (NOTE: Receiving Offices are included)	X								
- Mechanical/ Electrical/ Telephone/ Hub Rooms and Mechanical Penthouses									
<b>Exterior Porter (1 x FTE) - to be equipped with vehicle suitable for moving garbage, set-up furnishings and supplies - responsible for all functions listed and additional duties as assigned by the college</b>									
<b>Daily Services as required by College - Monday to Friday</b>									
Sweep around buildings and in parking lots to remove litter and debris - pick-up and remove garbage (1st round to be completed prior to 7:15am)	Daily, Monday to Friday								
Co-ordinate and do set-ups	Daily, Monday to Friday								
Check the Work Order system	Daily, Monday to Friday								
Change batteries - paper towel dispensers, feminine hygiene dispensers, clocks, etc.	As Required Daily, Monday to Friday								
Graffiti removal	As Required Daily, Monday to Friday								
Remove/replace/install signage, benches, ash urns and garbage containers	As Required Daily, Monday to Friday								
Place ice melt product at entrances during freezing weather. Remove Snow from all entrances, outside stairs and ramps. Keep snow from building up on hard surfaces. Refer to snow removal chart.	As Required Daily, Monday to Friday								
Water plants	As Required Daily, Monday to Friday								
Adjust tables and chairs according to fire department requirements	2 Times Yearly								
Inventory chairs and tables	2 Times Yearly								
<b>PATROL Cleaning</b>									
<b>Entrances - Patrol 3x Morning, 2x Afternoon, 1x Evening (at equal intervals)</b>	Remove litter, gum, graffiti, tape and tape residue resulting from posting notices and signs - spot clean walls and glass - remove excess moisture from mats and general area with wet vacuums during inclement weather - pick up litter from exterior surfaces within 3 meters of entrances								
<b>Entrance Stairwells - Patrol 3x Morning, 2x Afternoon, 1x Evening (at equal intervals)</b>	Remove litter, gum, graffiti, tape and tape residue resulting from posting notices and signs - spot clean walls and glass - damp mop to remove spills, stains and any excess moisture that might result from inclement weather								
<b>Corridors - Patrol 3x Morning, 1x Afternoon, 1x Evening (at equal intervals)</b>	Spot clean all contact areas on walls, light switches, doors, kick plates and interior glass surfaces - remove gum, graffiti, litter and spills from floors, and tape and tape residue resulting from posting notices and signs								

Appendix B - Schedule 1 - Cleaning Requirements	Annual Frequency									
Area Types	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual	
	M to F						3x/yr			
<b>Washrooms - Patrol 3x Morning, 2xAfternoon, 1x Evening (at equal intervals)</b>	Replenish supplies, remove waste, remove litter, gum, graffiti and spills from floors and spot clean fixtures, mirrors, countertops and partitions. Washrooms are to be patrolled 6x/daily at equal intervals - schedules to be negotiated with the college. Contractor is to provide signage for employee sign-off each time washrooms are serviced - records are to be maintained by the contractor for the term of the contract									
<b>Periodics</b>	<b>Throughout campus unless otherwise specified</b>									
	<b>Annually</b>									
<b>Resilient Floors</b>	Strip and recoat resilient flooring with six coats of floor finish									
<b>Carpet</b>	Clean all carpeted areas using an approved soil removal system									
<b>Walls</b>	Wash walls to remove all soil and marks									
<b>Exterior Windows (Ground Level)</b>	Clean ground level exterior paned glass/ Inside and Outside Surfaces									
<b>Light Fixtures</b>	Remove flies from light fixtures									
	<b>Per Semester ( 3x per year)</b>									
<b>Air Diffusers</b>	Dust ceiling air diffusers									
<b>Light Fixtures</b>	Dust clean all open light fixtures (those not sealed by light diffusers)									
<b>Special Events/ Emergency Cleaning</b>	<b>Throughout the Year</b>									
<b>Set Up (services by Day Porter)</b>	The contractor is required to have staff available to perform set-up and clean-up functions around special events.									
<b>Emergencies</b>	The contractor will be required to divert staff to attend to emergencies such a flood clean-up and during/after other maintenance issues									

**FROST CAMPUS STUDENT RESIDENCES  
FREQUENCY OF CLEANING LIGHT MAINTENANCE TASKS**

**Appendix C1**

updated Oct 24, 2018 by Rob M

**RESIDENCE CLEANING SERVICES - TASKS & FREQUENCY**

**ACADEMIC YEAR SCHEDULE (LATE AUGUST - APRIL)**

Sutherland Residence Village (Peterborough)

Daily - Monday to Friday, 7:00 am - 3:00 pm (1 staff)

Daily - Monday to Friday, 11:00 am - 7:00 pm (1 staff)

Daily - Thursday to Monday, 9:00 - 5:00 (1 staff)

Frost Residence (Lindsay)

Daily - Monday to Friday, 8:00 am - 4:00 pm (1 staff)

Weekend/Holiday, 10:00 am - 2:00 pm (1 staff)

Based on the College schedule, the residence buildings are shut down during the Winter Break period (approximately 1 week) during which time cleaning is not required. Service between semester breaks may also be reduced and this level of service shall be discussed with the Contractor approximately one month prior to the semester break.

As required, Housing Services office will request that the Contractor's staff work earlier shifts during the Winter month's to complete snow/ice removal and ice melt work. Advance notice will be provided.

**SUMMER SCHEDULE (MAY - LATE AUGUST)**

Sutherland Residence Village (Peterborough)

Daily - Monday to Friday, 8:00 am - 4:00 pm (1 staff)

No weekends/holidays, unless circumstances arise

Frost Residence (Lindsay)

Daily - Monday to Friday, 9:00 am - 2:00 pm (1 staff)

No weekends/holidays, unless circumstances arise

Requirements for Residence Conference Services increase in the summer months. Refer to Conference Services information for more detail.

**COMMUNICATION**

**FROST CAMPUS STUDENT RESIDENCES  
FREQUENCY OF CLEANING LIGHT MAINTENANCE TASKS**

The Contractor shall be required to attend weekly Housing Services meetings to discuss any issues, review work order completion, address complaints and/or report on corrective actions.

<b>1.0</b>	<b>DAILY TASKS (refer to Daily RESIDENCE Cleaning Runs in the Appendices)</b>
1.1	Tour the corridors & staircases of each building to identify any problems that have occurred overnight
1.2	Sweep then damp mop all corridors, entrances
	Sweep all staircases and damp mop
	Vacuum all matting at entrances
	Clean glass at entrance, stairs and lobby doors (including push bars)
	Clean/wipe down suite doors as required including kick plates
	Clean wall surfaces
	Spot clean throughout buildings as items are noticed
1.3	<b>Cleaning &amp; Light Maintenance work orders</b>
	Perform light maintenance tasks as defined in Light Maintenance Tab
	Complete work orders as assigned <b>and report to office once complete</b>
	Respond to spills cleanup & work order requests
	Report graffiti containing racial or threatening messages
	Report leaks, flooding and toilets not flushing
	Report any health and safety concerns
	Removing signage (tape, staples etc.) from unauthorized areas
1.4	<b>Public/Office/Marketplace Washrooms</b>
	Sweep and damp mop washrooms
	Fully sanitize all fixtures, faucets, tissue and sanitary napkin containers.
	Clean mirrors, top up toilet tissue, soap dispensers & paper towel dispensers.
	Use germicidal products to disinfect all fixtures.
1.5	<b>Office areas/meeting room/staff kitchen</b>
	Sweep, damp mop and vacuum floors
	Wipe surfaces
	Clean/wipe down doors and glass
	Dispose of garbage, recycling & shredding
	Set-up office/meeting room furniture
	Fully clean sinks, counters, fixtures, appliances tidy up
	Wipe inside and outside of microwave and refrigerator

**FROST CAMPUS STUDENT RESIDENCES  
FREQUENCY OF CLEANING LIGHT MAINTENANCE TASKS**

<b>1.6</b>	<b>Laundry room(s)</b>
	Empty lint traps in laundry dryers; wipe down appliances; clean taps
	Wipe down all washers/dryers, including soap scum around machine doors
	Empty refuse
<b>1.7</b>	<b>Waste Management</b>
	Remove refuse and recycling
	Replace liners
	Spot clean refuse containers (interior & exterior containers)
	Remove refuse and recycling that is found in any staircases or corridors
	Ensure refuse is correctly placed in EcoShed
<b>1.8</b>	<b>Storage, mechanical, slop rooms</b>
	Maintain, tidy, organize storage and supply rooms
	Maintain, tidy, organize storage and mechanical rooms
	Maintain, tidy and organize slop rooms
<b>1.9</b>	<b>Residence Marketplace (Sutherland Residence Village only)</b>
	Sweep and damp mop floors
	Vacuum all matting at entrances
	Dust all shelves and surfaces
	Fully sanitize all surfaces
	Empty refuse (incl. cardboard from deliveries)
<b>1.10</b>	<b>Exterior</b>
	Sweep all entrances of cigarette butts, leaves, general litter
	Remove cigarette butts from sand ash urns and planter boxes
	Pick up litter in vicinity of residences property including the parking lot area(s) adjacent to Residence
	Tie off bags for collection by waste contractor, and reline containers
	Snow/ice removal (slow blowing, shoveling etc.) and ice melt application if needed for all entrances, paths and walkways
	Clean BBQ and area, picnic tables and benches
	Pick up litter in EcoShed and Bicycle Shed
	Unblock water collection grates (clear of debris)
<b>2.0</b>	<b>TWICE WEEKLY</b>

**FROST CAMPUS STUDENT RESIDENCES  
FREQUENCY OF CLEANING LIGHT MAINTENANCE TASKS**

2.1	Set-out waste and recycle totes for hauler
	Advise College of any problem with waste hauler meeting scheduled requirements
<b>3.0</b>	<b>WEEKLY</b>
3.1	Sweep and damp mop all housekeeping rooms
3.2	Rake volleyball court
3.3	Sweep basketball court
3.4	Clean interior & exterior hand rails
3.5	Dust furniture in public areas and window sills
3.6	Rinse out recycling containers
3.7	Clean BBQ interior & exterior
3.8	Stir composter/plug in when below 0 degrees C
3.9	Sweep out and damp mop bicycle shed
3.10	Refinish public/office washrooms
3.11	Clean outside dryer vent
<b>4.0</b>	<b>MONTHLY</b>
4.1	Dust tops of wall fixtures, notice boards
4.2	Dust all office furniture chairs, shelving and desk surfaces without disturbing paperwork. When completed cleared, the entire surface will be cleaned with germicidal product.
4.3	Feather dust fire extinguishers, emergency lights and emergency exit signs
4.4	Power wash Eco-shed during summer months (April - Sept) & sweep out during winter months (Oct - Mar)



**FROST CAMPUS STUDENT RESIDENCES  
FREQUENCY OF CLEANING LIGHT MAINTENANCE TASKS**

4.5	Service and clean vacuums
4.6	Refinish BBQ interior & exterior
<b>5.0</b>	<b>QUARTERLY</b>
	During "break weeks", classes are suspended and most students are gone. Employees remain with exception of the College holiday closure (approx. Dec 24 - Jan 1).
	These are approximately:
	Last week of October (one week)
	Last two weeks of December and first week of January (3 weeks)
	Last week of February (one week)
5.1	Refer to appropriate RESIDENCE Week 8 Runs in Appendices
<b>6.0</b>	<b>ADDITIONAL CLEANING SERVICES</b>
6.1	Specific runs has been developed for important dates in Housing Services. These are included in the appendices The Contractor is responsible to ensure the Contractors' staff is prepared and completes these runs as scheduled. Move-in Day, Open House/Welcome Days, Move-out Day
6.2	<b>Emergency Cleaning Services</b> During normal working hours, the Contractor shall respond to any clearing emergencies such as flood, spills vomit, blood pathogens, broken glass, fire extinguisher, etc. in public spaces or suites/bedroom as required. Outside for normal working hours, the Contractor shall have staff available to respond to cleaning emergencies quickly and efficiently.
6.3	<b>Upholstery &amp; Carpet Cleaning Service</b> Housing Services will require carpet and upholstery cleaning service to be completed by the Contractor or sub-contractor as determined/approved by the College Housing Services will provide the quantities of carpet and upholstered furniture to clean per project. This work is completed annually.
6.4	<b>Exterior Window Cleaning Service</b>

**FROST CAMPUS STUDENT RESIDENCES  
FREQUENCY OF CLEANING LIGHT MAINTENANCE TASKS**

	Housing Services will required exterior window cleaning to be complete by the Contractor or sub-contractor as determined/approved by the College.
	All exterior windows will be cleaned annually.
6.5	<b>Light Cleaning Service (Occupied) - Suite Common Areas</b>
	During the academic year (Sept-April), a bi-weekly suite cleaning service may be provided to students to clean the common areas within the suite included the entrance, kitchen/dining, living room and bathrooms.
	Housing Services will elect whether to offer this service to students.
	<b>Kitchen</b>
	Cleaning and disinfecting counters
	Disinfecting sink & faucet
	Wiping cabinet fronts
	Cleaning stove tops
	Cleaning exterior fridge/freezer
	Cleaning microwave interior/exterior
	Wet mopping floor
	<b>Bathrooms</b>
	Cleaning and disinfecting counters
	Disinfecting sink & faucet
	Wiping cabinet fronts
	Cleaning mirror
	Cleaning toilet
	Cleaning tub/shower stall
	Wet mopping floor
	<b>Living Area</b>
	Vacuuming carpet
	Dusting and wiping furniture surfaces
	Removing refuse (garbage, recycling, compost)
	Spot cleaning wall if required
6.6	<b>Full Clean (Vacant) - Suite Common Areas &amp; Bedrooms</b>

**FROST CAMPUS STUDENT RESIDENCES  
FREQUENCY OF CLEANING LIGHT MAINTENANCE TASKS**

	During the year vacancies will occur. This may require the Contractor to thorough clean the suite and/or bedroom(s) to prepare for the next occupant to move-in. Typically this includes only cleaning the vacant bedroom(s) in a suite however if all bedrooms are vacant the suite common area (kitchen, living room, bathrooms) will need to be cleaned.
	This work will by assigned as additional work to the Contractor's staff as a work order. There may be situations where the volume of work requires additional staffing to complete work on schedule.

DOCUMENT NAME	SRV Cleaning Run (Mon-Fri 9-5 Shift)		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

## SRV Cleaning Run (Mon, Thurs & Fri, 9-5 Shift)

### SHIFT 3 - Cleaning/Light Maintenance Run List

Days: Monday, Thursday & Friday

Shift: 9:00 – 5:00

Time	Job Assignment
9:00 AM	Shift begins, <b>Sign in</b>
	<b>(In Winter season )</b> Clear all snow from entrances and walkways, make sure to salt after clearing snow for walkways and steps as needed, constantly monitor throughout shift.
	Complete work orders on a priority basis as determined by the Residence Office. Please ensure the time required to complete work orders is documented in maintenance log. Please record additional tasks requested outside your regular duties. Hand in completed work orders to the Residence Office after lunch break and check for new work orders throughout the day.
	Conduct interior walk through Buildings 5 & 6, pick up debris and clean up spills & stains found in buildings.
	Pull garbage & recycling from exterior containers.
	Buildings 5 & 6: Walk through Buildings. Sweep & mop buildings from top to bottom. Clean both entrances in each Building including matting and glass. Clean stairwells & common halls. Wash walls and doors in entrances and ledges & railings. Clean kick plates and push bars on all doors.
11:00 AM	<b>Break</b>
11:15 AM	Study rooms in Buildings 5 & 6 needs to be checked daily for garbage & cleanliness, ensure tables and chairs are set up properly.
	Conduct an exterior walk around all buildings and parking lot to pick-up garbage & debris.
	Wipe down both sets of tables at the pavilions and remove any garbage in the area.
	Check volleyball court and remove any garbage (rake as needed, weather dependent)
1:00 PM	<b>Lunch</b>
1:30 PM	Submit completed work orders to Residence Office immediately after lunch break – check if there are new work orders.
	Conduct interior walk through Buildings 5 & 6, pick up debris and clean up spills & stains found in buildings.
	Tidy up Janitor closets/mechanical rooms in each building.
3:00 PM	<b>Break</b>
3:15 PM	Conduct interior walk through Buildings 5 & 6, pick up debris and clean up spills & stains found in buildings.
	Submit completed work orders to Residence Office before end of shift – check if there are new work orders.
5:00 PM	<b>End of Shift, Sign-Out</b>

THURSDAY  
FRIDAY

Prepare Cardboard for pick-up  
Prepare Garbage for pick-up

DOCUMENT NAME	SRV Cleaning Run (Mon-Fri 7-3 Shift)		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

## SRV Cleaning Run (Mon-Fri, 7-3 Shift)

### Cleaning/Light Maintenance Run List

Days: Monday – Friday

Shift: 7:00 – 3:00

Time	Job Assignment
7:00 AM	Shift begins, <b>Sign in</b>
	<b>(In Winter season )</b> Clear all snow from entrances and walkways, make sure to salt after clearing snow for walkways and steps as needed, constantly monitor throughout shift.
	Complete work orders on a priority basis as determined by the Residence Office. Please ensure the time required to complete work orders is documented in maintenance log. Please record additional tasks requested outside your regular duties. Hand in completed work orders to the Residence Office after lunch break and check for new work orders throughout the day.
	Conduct an exterior walk around all buildings and parking lot to pick-up garbage & debris.
7:30 AM	Clean Residence Office spaces, kitchen/lunch room & public washrooms to be completed by 8:15 AM.
	Clean MarketPlace – floors, bathrooms, wipe tables
	Conduct interior walk through Buildings 1 - 6, pick up debris and clean up spills & stains found in buildings.
	Clean the Boardroom in Building 1 prior to any bookings. Check garbage and recycling and wipe down tables, places tables in correct layout.
	Buildings 1 & 4: Walk through Buildings. Sweep & mop buildings from top to bottom. Clean both entrances in each Building including matting and glass. Clean stairwells & common halls. Wash walls and doors in entrances and ledges & railings. Clean kick plates and push bars on all doors. Check and empty garbage & recycling containers. Pull garbage & recycling from exterior containers.
9:00 AM	<b>Break</b>
9:15 AM	Check the Eco Shed. Ensure all garbage, recycling and cardboard is in the bin.
	All rooms on main floor need to be checked and cleaned up in the morning. Clean laundry room in Building 1, clean lint traps and empty garbage & recycling. Clean laundry room exterior exhaust vents of debris.
	Clean BBQ and ensure gas is turned off. Clean grates and underneath grates. Wipe down pavilion tables and remove any garbage in the area.
	Check basketball court area and remove any garbage.
11:00 AM	<b>Lunch</b>
	Submit completed work orders to Residence Office immediately after lunch break – check if there are new work orders.
11:30 AM	Buildings 1 & 4: Walk through Buildings. Sweep & mop buildings from top to bottom. Clean both entrances in each Building including matting and glass. Clean stairwells & common halls. Wash walls and doors in entrances and ledges & railings. Clean kick plates and push bars on all doors.
	Tidy up Janitor closets/mechanical rooms in each building.
1:30 PM	Clean public washrooms in Building 1.
	Submit completed work orders to Residence Office before end of shift – check if there are new work orders.

DOCUMENT NAME	SRV Cleaning Run (Mon-Fri 7-3 Shift)		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

2:00 PM	<b>End of Shift, Sign-Out</b>
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MONDAYS Prepare Cardboard ready for pick-up  
 TUESDAYS Work includes Buildings 1, 4 & 6  
 WEDNESDAYS Work includes Buildings 1, 4 & 6  
 THURSDAYS Take inventory of stock in the Housekeeping room, maintenance rooms and report to the SRV Residence Manager.

DOCUMENT NAME	SRV Cleaning Run (Mon-Fri 11-7 Shift)		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

## SRV Cleaning Run (Mon-Fri, 11-7 Shift)

### Cleaning/Light Maintenance Run List

Days: Monday – Friday

Shift: 11:00 – 7:00

Time	Job Assignment
11:00 AM	Shift begins, <b>Sign in</b>
	<b>(In Winter season )</b> Clear all snow from entrances and walkways, make sure to salt after clearing snow for walkways and steps as needed, constantly monitor throughout shift.
	Complete work orders on a priority basis as determined by the Residence Office. Please ensure the time required to complete work orders is documented in maintenance log. Please record additional tasks requested outside your regular duties. Hand in completed work orders to the Residence Office after lunch break and check for new work orders throughout the day.
11:00 AM	Clean Market Place in Building 3 including two washrooms.
	Conduct interior walk through Buildings 2 & 3, pick up debris and clean up spills & stains found in buildings.
1:00 PM	<b>Break</b>
1:15PM	Buildings 2 & 3: Walk through Buildings. Sweep & mop buildings from top to bottom. Clean both entrances in each Building including matting and glass. Clean stairwells & common halls. Wash walls and doors in entrances and ledges & railings. Clean kick plates and push bars on all doors. Check and empty garbage & recycling containers.
3:00 PM	<b>Lunch</b>
3:30 PM	Submit completed work orders to Residence Office immediately after lunch break – check if there are new work orders.
	Clean the public/share spaces in Bldgs 2, 3 & 5 (Laundry, study rooms, boardrooms etc.)
	Check the Eco Shed. Ensure all garbage, recycling and cardboard is in the bin.
	Clean out the Bike Shed.
5:00 PM	<b>Break</b>
5:15 PM	Clean Market Place in Building 3 including two washrooms.
6:00 PM	Conduct interior walk through Buildings 2 & 3, pick up debris and clean up spills & stains found in buildings.
	Check the Eco Shed. Ensure all garbage, recycling and cardboard is in the bin.
	Conduct an exterior walk around all buildings and parking lot to pick-up garbage & debris. Pull garbage from exterior bins as needed.
	Clean public washroom in building 1.
	Submit completed work orders to Residence Office before end of shift – check if there are new work orders.
7:00 PM	<b>End of Shift, Sign-Out</b>

TUESDAYS

Work includes Buildings 2, 3 & 5  
Prepare Garbage for pick-up

WEDNESDAYS

Work includes Buildings 2, 3 & 5  
Prepare Recycling (plastics) for pick-up  
Power wash empty recycling bins and store back in the EcoShed (as weather permits).

DOCUMENT NAME	SRV Cleaning Run (Sat, Sun & Holidays 8-4 Shift)		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

## SRV Cleaning Run (Sat & Sun, 8-4 Shift)

### Cleaning/Light Maintenance Run List

Days: Saturday & Sunday

Shift: 8:00 – 4:00

Time	Job Assignment
8:00 AM	Shift begins, <b>Sign in</b>
	<b>(In Winter season )</b> Clear all snow from entrances and walkways, make sure to salt after clearing snow for walkways and steps as needed, constantly monitor throughout shift.
	Complete work orders on a priority basis as determined by the Residence Office. Please ensure the time required to complete work orders is documented in maintenance log. Please record additional tasks requested outside your regular duties. Hand in completed work orders to the Residence Office after lunch break and check for new work orders throughout the day.
	Conduct interior walk through Buildings 1 & 6, pick up debris and clean up spills & stains found in buildings.
	Pull garbage & recycling from exterior containers.
	Check the Eco Shed. Ensure all garbage, recycling and cardboard is in the bin.
	Conduct an exterior walk around all buildings and parking lot to pick-up garbage & debris. Wipe down pavilion tables and remove any garbage in the area.
10:00 AM	<b>Break</b>
10:15 AM	Clean Market Place in Building 3 including two washrooms.
	Clean stairwells & common halls in buildings 1 - 6. Wash walls and doors in entrances and ledges & railings.
12:00 PM	<b>Lunch</b>
12:30 PM	Clean laundry rooms in Buildings 1 & 5, clean lint traps and remove garbage.
	Clean study rooms.
	Clean public washrooms and Boardroom in Building 1.
2:00 PM	<b>Break</b>
2:15 PM	Conduct interior walk through Buildings 1 & 6, pick up debris and clean up spills & stains found in buildings, sweep debris and removal from entrances, foyers and stairwells.
3:15 PM	Clean Market Place in Building 3 including two washrooms.
	Submit completed work orders to Residence Office before end of shift – check if there are new work orders.
4:00 PM	<b>End of Shift, Sign-Out</b>



DOCUMENT NAME	FROST Residence Weekday Run		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

## Frost Residence Weekday Run (Mon-Fri, 8:30-4:30 Shift)

### Cleaning/Light Maintenance Run List

Days: Monday – Friday

Shift: 8:30 – 4:30

Time	Job Assignment
8:30 AM	Shift begins, <b>Sign in</b>
	<b>(In Winter season )</b> Clear all snow from entrances and walkways , make sure to salt after clearing snow for walkways and steps
	Complete work orders on a priority basis as determined by the Residence Office. Please ensure the time required to complete work orders is documented in maintenance log. Please record additional tasks requested outside your regular duties. Hand in completed work orders to the Residence Office after each break and check for new work orders throughout the day.
	Conduct an exterior walk around all buildings and parking lot to pick-up garbage & debris.
	Clean Residence Office spaces and public washroom.
	Conduct interior walk through Buildings 1 & 2, pick up debris and clean up spills & stains found in buildings.
10:30 AM	<b>Break</b>
	Submit completed work orders to Residence Office immediately after lunch break – check if there are new work orders.
10:45 AM	Buildings 1 & 2: Walk through Buildings. Sweep & mop buildings from top to bottom. Clean both entrances in each Building including matting and glass. Clean stairwells & common halls. Wash walls and doors in entrances and ledges & railings. Clean kick plates and push bars on all doors. Check and empty garbage & recycling containers. Pull garbage & recycling from exterior containers.
	Clean laundry room in Building 2, clean lint traps and empty garbage & recycling. Clean laundry room exterior exhaust vents of debris.
	Sweep curbs of circle drive way with push broom
	Make sure all cardboard in is in the bin for pick up On day of pick up for Blue Bins place all bins at the top of circle driveway
	Clean RPO common area, bathroom, Rez Life office & tour room
	Clean Bike shed , sweep floors and pick up any garbage
12:30 PM	<b>Lunch</b>
1:00 PM	Submit completed work orders to Residence Office immediately after break – check if there are new work orders.
	Clean BBQ and ensure gas is turned off. Clean grates and underneath grates.
	Sweep debris and removal from walkways and picking up trash & cigarette butts from lawns. Sweep out corners of all entrance. Do a walk around grounds & parking lot R and pick up any garbage or debris.
2:00 PM	<b>Break</b>
2:15PM	Buildings 1 & 2: Walk through Buildings. Sweep & mop buildings from top to bottom. Clean both entrances in each Building including matting and glass. Clean stairwells &

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DOCUMENT NAME	FROST Residence Weekday Run		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

	common halls. Wash walls and doors in entrances and ledges & railings
	Check the Eco Shed. Ensure all garbage, recycling and cardboard is in the bin.
	Tidy up GDI storage room and Janitor closets/mechanical rooms in each building
4:30 PM	<b>End of Shift, Sign-Out</b>

Check sump pumps in both building to see if pumps and alarms are working as well the check for level of slug if any **(Monthly)**

DOCUMENT NAME	FROST Residence Weekend Run		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

## Frost Residence Weekend Run (Sat & Sun, 10:00-2:00 Shift)

### Cleaning/Light Maintenance Run List

Days: Saturday, Sunday & Holidays

Shift: 10:00 – 2:00

Time	Job Assignment
10:00 AM	Shift begins, <b>Sign in,</b>
	<b>(In Winter season )</b> Clear all snow from entrances and walkways , make sure to salt after clearing snow for walkways and steps
	Check work order board for priority orders
	Complete work orders on a priority basis. Please ensure the time required to complete work orders is documented in maintenance log. Please record additional tasks requested outside your regular duties. Hand in completed work orders and check on work orders throughout the day
	Walk through Buildings 1 & 2, pick up debris and clean up spills & stains found in buildings. Clean Kick Plates and Push Bars on all doors
	Sweep & mop buildings from top to bottom including entrances (matting and glass)
12:00 PM	<b>Break</b>
	Clean building 2 offices and collect garbage/recycling
	Clean laundry room in Building 2, clean lint traps and garbage
	Clean stairwells & common halls. Wash walls and doors in entrances and ledges & railings
	Sweep curbs of circle drive way with push broom (weather permitting)
	Sweep debris and removal from walkways and pick up trash & cigarette butts from lawns. Sweep out corners of all entrances. Do a walk around grounds & parking lot R and pick up any garbage or debris (weather permitting)
	Check entrance garbage & cigarette containers and empty & replace bags as required.
	If required, mop entrances again
	Clean RLS Room (Residence Programming Office – Suite 114) – collect garbage & recycling
	Clean Bike shed , sweep floors and pick up any Garbage
2:00 PM	<b>End of Shift</b>

### Department of Security & Safety Administrative Directive

### Access Control

**Number:** AD 2.6  
**Effective:** 16 July 2009  
**Repeals:** None  
**References:**  
- 5.3 Access Control Procedures

#### I. RATIONALE:

Fleming College places a high priority on the security and safety of the campus community as part of our commitment to maintaining a welcoming environment. The College is determined to ensure that access to the College Physical Resources is adequate for students, employees and visitors to pursue their respective work, study and business balanced with the responsibility to maintain a safe and secure campus.

This comprehensive Access Control Protocol will provide all members of campus community with clear information about facility access hours and processes.

#### II. OBJECTIVES:

There are three objectives that this protocol will address with regard to access control:

1. Insuring the safety of employees and students when working alone in low traffic areas after hours or when using potentially dangerous tools and equipment.
2. Providing adequate access to the appropriate facilities so staff and students may complete their work or academic assignments.
3. Protect the College facilities and property from theft and vandalism.

#### III. PROTOCOL STATEMENT:

All campuses of Fleming College are private property and as such access to the property and facilities may be restricted by the College. All students, employees and visitors are required to access the various buildings, rooms, labs and other facilities at the College in accordance with this Protocol or any shared use agreement that has been entered into by the College and another party.

# General Security Procedures

## Section 2

## Campus Security Services

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### IV. FACILITY HOURS:

#### A. Determination of Hours

The Manager, Security and Safety will review the facility access hours annually and shall recommend changes as necessary to the Director, College Physical Resources.

Deans, Program Coordinators, Technicians and Technologists will be consulted by the Manager, Security and Safety during the review process so they may provide information related to the security and safety of the areas for which they are responsible.

Final determination of the opening and closing hours of College buildings is the responsibility of the Director, Physical Resources.

#### B. Facility Schedules

The Security Guards of the Department of Security and Safety share responsible for physically locking and unlocking the College buildings and facilities with other departments and agencies on campus.

The building schedules and the responsibilities of each department and agency are documented in the Appendixes of this protocol as follows:

- Appendix A - Cobourg Campus
- Appendix B - Frost Campus
- Appendix C - Haliburton Campus
- Appendix D - McRae Campus
- Appendix E - Sutherland Campus

#### C. After Hours Access

In order to ensure the safety of students, employees and visitors, access to the campus buildings and facilities outside of the hours documented in this Protocol will be prohibited. Persons that require access to College facilities outside of these hours must have the written permission of one of the following:

- Dean/Principle/Campus Manager
- Director, Physical Resources
- Manager, Security, Parking & Emergency Management
- Director, Physical Resources

The manager that grants after hours access permission must send copy of the written permission to the Manager, Security & Safety for inclusion in the Guard's Procedures.

**Note:** Staff members that are responding to emergencies do not require written permission for entry but should make their manager aware that they are accessing the building after hours and the purpose for such access.

### V. ACCESS CONTROL:

It is the responsibility of the contracted Security Guards to control access to the campus property and facilities as per the conditions set out in this Protocol.

The Security Guards, acting as agents of the owner, have the authority to ask any person to leave a room, lab, building or the campus property if the situation warrants. Whenever possible a College Manager should be contacted before taking such action.

Normally the local police should be contacted to deal with uncooperative or belligerent trespassers. Security Guards are not to use force to remove trespassers.

### VI. PROCEDURES

#### A. Room Bookings

Students, employees and visitors are required to book space, rooms, outdoor facilities and access to restricted labs through the following College staff:

Frost Campus	Facilities, Operations Officer
Haliburton Campus	PT & Con Ed Training Officer
Sutherland Campus	Facilities, Operations Officer

The above staff members are responsible for notifying the Security, Facilities, Cleaning Staff and other departments of any actions required such as locking and unlocking.

#### B. Access to Locked Buildings, Rooms & Offices

Students, employees and visitors are required to take the following steps when access is required to a locked building, room or office.

1. During normal business hours employees that require access to locked areas are required to sign out a temporary key from the Facilities Operations Officer or other appropriate staff member, as listed in Section A.
2. Outside of normal business hours or when the Facilities Operations Officer is unavailable the on duty Security Guards will respond to door opening requests, having regard to other more urgent safety duties.
3. If the area is alarmed or is an area with restricted access the Security Guard will follow the procedure in Section D. When in doubt the Security Guard should contact:
  1. Facility Manager
  2. Manager, Security & Safety
4. Security Guards shall take the following steps before granting access to anyone:

# General Security Procedures

## Section 2

## Campus Security Services

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1. Verify the identity of the person with photo identification.
2. Document the person's name and the area being opened.
3. Check that the area is properly secured once the person leaves.
4. Complete a Door Opening incident report with the relevant information.

**Note:** Identification is not required if the Guard recognizes the person and knows the person's first name, last name. Identification by another employee is also acceptable. The Security Guard must document who identified the person.

### C. Access to Alarmed or Restricted Areas

Where an area is alarmed or entry is restricted and no emergency situation exists, Security Guards will not access or allow person(s) access to alarmed premises without the permission of the person responsible for the alarmed area.

If the person responsible for the alarmed area cannot be contacted the Security Guard should contact the following for direction:

1. Security Supervisor or Coordinator
2. Manager, Security, Parking & Emergency Management
3. Manager, Physical Resources

If access is granted the alarmed area the Security Guard shall take the following steps:

1. Verify the identity of the person with photo identification.
2. Document the person's name and the area being opened.
3. Check that the area is properly secured once the person leaves.
4. Complete an incident report with the relevant information.

**Note:** Identification is not required if the Guard recognizes the person and knows the person's first name, last name. Identification by another employee is also acceptable. The Security Guard must document who identified the person.

### D. Accessing Private Offices

While conducting regular patrols Security Guards will not enter a private office unless there is clear indication that such action is necessary to protect the property of the College or that the safety of the building occupants is in jeopardy. In addition, no person(s) other than the person to whom the space is assigned will be allowed to enter or be given access to private office without the permission of the assignee.

# General Security Procedures

## Section 2

## Campus Security Services

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In a situation that is clearly an emergency due to which, any delay would increase the danger or damage to persons or property, the room may be entered without prior clearance. The Manager, Security, Parking & Emergency Management will be advised as soon as possible following entry and the correction of the emergency condition.

Activities while in the office will be limited to those actions necessary to deal with the emergency or condition that initiated the entry. In cases when it is necessary to disturb any of the room contents to affect control of the emergency or condition, the person to whom the room is assigned will be advised by the Manager, Security, Parking & Emergency Management.

### E. Suspicious Persons

If a student or employee encounters or observes a suspicious person in the building or on the property they should take the following action:

1. Do not approach the person
2. Take note of their description, pay attention to:
  - a. Height
  - b. Weight or Build
  - c. Hair style and colour
  - d. What they are wearing
  - e. Distinguishing features (facial hair, scars, tattoos etc)
3. Contact Security from a safe location (remember there are Safety Phones)
4. Maintain sight of the person only if it is safe to do so when calling Security.

When an on duty Guard encounters a suspicious person in the building or on the property, the following approach is to be used:

1. Approach the person from a direction they can see you.
2. Identify yourself by name and who you work for.
3. Inform the person of the reason you are speaking to them.
4. Ask the person if they are a student or an employee.
5. Ask the person what they are doing in the area you found them.
6. Ask the person for a piece of identification (Fleming ID is preferred)
7. If they don't have identification or refuse to provide it, inform them that the College is private property and that you will require them to leave.
8. If the person is banned from the area and Campus Security has a copy of the ban notice inform the person that you are requesting they leave as per their ban notice.
9. If the person is not banned and provides identification, document their information in your notebook, including the suspicious activity that caused you to speak to them.



# General Security Procedures

## Section 2

## Campus Security Services

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10. When patrolling the area watch for the person in case they return.
11. Complete a report on the incident.

If the person is uncooperative or belligerent or in the judgement of the Security Guard the person may become violent they should:

1. Contact another guard for assistance.
2. Contact a supervisor for assistance.
3. Contact the police if necessary.

Security Guards should not attempt to physically remove a person from the property. The use of force is only authorized to defend yourself or others from an attack and the force used must be reasonable according to the various provincial and federal statutes. Guards should always wait for the police to remove non-violent trespassers.

***Approved by:***

***Janice Couglin  
Director, College Facilities  
16 July 2009***

# General Security Procedures

## APPENDIX A Cobourg Campus

### 1. Building Hours

AREA	MON	TUE	WED	THU	FRI	SAT	SUN	STAT
Main Doors	730am 930pm	730am 930pm	730am 930pm	730am 930pm	730am 7pm	Closed	Closed	Closed

### 2. Locking & Unlocking Duties

#### A. Locking

Area	Agency	Notes
Main Door	PT Facility Custodian	In absence of custodian the last staff member to leave.

#### B. Unlocking

Area	Agency	Notes
Main Doors	College Staff	Normally the Campus Operations Officer.

# General Security Procedures

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# General Security Procedures

## APPENDIX B Frost Campus

### 1. Building Hours

BLDG	MON	TUE	WED	THU	FRI	SAT	SUN	STAT
Main	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm
Drilling	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm	Closed	Closed	Closed
Heavy	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm	Closed	Closed	Closed
Law	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm	Closed	Closed	Closed
Field House	9:30am 10pm	9:30am 10pm	9:30am 10pm	9:30am 10pm	8am 4pm	Closed	Closed	Closed
Bio Comm.	8am 930pm	8am 930pm	8am 930pm	8am 930pm	8am 930pm	12pm- 5pm	12pm- 5pm	Closed

### 2. Locking & Unlocking Duties

#### A. Locking

Building	Agency	Notes
Main	Security	
Drill & Blast	Security	Shop and all doors leading into the shop locked by faculty
Heavy Equip.	Security	All exit doors locked by faculty and staff members
NR Law	Security	
Field House	Rec. Staff	Security to assist with clearing the building.
Bio Commons	Technician	Security assists the student staff on weekends.

**\*\*Security checks all areas to ensure they are properly secured after hours**

#### B. Unlocking

Building	Agency	Notes
Main	Facilities	Security on weekends (Sat/Sun)
Drill & Blast	Facilities	
Heavy Equip.	Facilities	Normally unlocked by the first arriving faculty or staff member.
NR Law	Facilities	
Field House	Rec. Staff	

# General Security Procedures

## Section 2

## Campus Security Services

Bio Commons	Technician	Security assists the student staff on weekends.
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### APPENDIX C Haliburton Campus

#### 1. Building Hours

BLDG	MON	TUE	WED	THU	FRI	SAT	SUN	STAT

#### 2. Locking & Unlocking Duties

##### A. Locking

Building	Agency	Notes

##### B. Unlocking

Building	Agency	Notes

# General Security Procedures

## Section 2

## Campus Security Services


### APPENDIX D McRae Campus

#### 1. Building Hours

BLDG	MON	TUE	WED	THU	FRI	SAT	SUN	STAT

#### 2. Locking & Unlocking Duties

##### A. Locking

Building	Agency	Notes

##### B. Unlocking

Building	Agency	Notes

# General Security Procedures

## Section 2

## Campus Security Services


### APPENDIX E Sutherland Campus

#### 1. Building Hours

BLDG	MON	TUE	WED	THU	FRI	SAT	SUN	STAT
Main	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm	8am 8pm	8am 8pm	8am 8pm
Farm House								
Library								
LRC								

#### 2. Locking & Unlocking Duties

##### A. Locking

Building	Agency	Notes
Main	Security	
Farm House	Security	Stays Locked
Library	College Staff	Security assists student staff on weekends.
LRC		
Drive Shed	Physical Resources Staff	Facility is secure unless access by PRD Staff.

##### B. Unlocking

Building	Agency	Notes
Main	Physical Resources Staff	First PRD staff member to arrive unlocks the exterior doors.

# General Security Procedures

## Section 2

## Campus Security Services

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Farm House	Security	Stays Locked
Library	College Staff	Security assists student staff on weekends.
LRC		
Drive Shed	Physical Resources Staff	Facility is secure unless access by PRD Staff.



<b>Accessibility for Persons With Disabilities</b>	
<b>Policy ID:</b>	#3-341
<b>Manual Classification:</b>	Section 3 – Human Resources
<b>Approved by Board of Governors:</b>	<i>Original:</i> March 25, 2009 <i>Revisions:</i> January 23, 2013; January 27, 2016
<b>Effective Date:</b>	January 27, 2016
<b>Next Policy Review Date:</b>	January 2021
<b>Administrative Contact for Policy Interpretation:</b>	Human Rights Officer
<b>Linked to an Operating Procedure:</b>	<input checked="" type="checkbox"/> Yes #3-341 OP <span style="float: right;"><input type="checkbox"/> No</span> <i>Accessibility for Persons With Disabilities</i>

### Policy Statement

At Fleming College, we are committed to building an inclusive and accessible learning and working environment. We believe in and promote the rights of all persons with disabilities as enshrined in the Canadian Charter of Rights and Freedoms, the Ontario Human Rights Code, and the Accessibility for Ontarians with Disabilities Act (AODA, 2005) and its related Accessibility Standards Regulations. The College supports the intent of the AODA and its goal of achieving accessibility for Ontarians with disabilities with respect to goods, services, facilities, accommodations, employment, buildings, structures and premises. The College also affirms the rights of all persons, including those with disabilities, to have access to equal opportunity in employment, education, accommodation or business dealings with the College.

### Purpose

This policy is intended to meet the requirements of the Accessible Customer Service Standard, Ontario Regulation 429/07, and the Integrated Accessibility Standards, Ontario Regulation 191/11, set forth under the AODA, as they apply to Fleming College, an educational/training institution as defined in the Education Act.

### Scope

This policy shall apply to every person who acts on behalf of Fleming College, whether the person is an employee, third party employee, or volunteer. All areas of the College are accountable for ensuring accessibility for persons with disabilities.

### Definitions/Acronyms

**ACSS:** Accessible Customer Service Standard, Ontario Regulation 429/07

**AODA:** Accessibility for Ontarians with Disabilities Act (2005)

**Disability:** The definition of disability used in this policy is the same as that used by the AODA and the Ontario Human Rights Code. That is, a disability is:

- a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,

- b) a condition of mental impairment or a developmental disability,
- c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- d) a mental disorder; or
- e) an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997.

**IASR:** Integrated Accessibility Standard Regulation 191/11

**Reasonable:** Those accommodations which do not impose undue hardship on the College which may include but is not limited to significant alteration to the fundamental nature of the learning outcomes and/or the academic standards of a program or course; significant alteration to a work process that would disadvantage other employees; substantial economic hardship to a College program or department that would affect its economic viability; significant adverse impact on learning opportunities for other students; the health and safety of other students or employees and/or safety hazards to other persons or property; or significant disruption of College operations. What is reasonable must be determined objectively on a case-by-case basis, based on all the circumstances of the case. Where there is more than one reasonable approach to accommodation, the College reserves the right to choose the approach that is best suited to its operational and academic requirements.

### General Principles

Consistent with the ACSS, the College affirms its commitment to promoting the following principles in all of its policies and interactions with persons with disabilities:

**Dignity:** Treating individuals with disabilities as customers and clients who are as valued and deserving of effective and full service as any other customer. Individuals with disabilities will not be expected to accept lesser service, quality, or convenience.

**Independence:** Freedom from the control or influence of others; freedom to make your own choices.

**Integration:** Allowing people with disabilities to fully benefit from the same services, in the same place and in the same or similar ways as others. Policies, practices, and procedures are designed to be accessible to everyone including people with disabilities.

**Equal opportunity:** Treating those with disabilities in accordance with their individual merits, capabilities, circumstances, or characteristics, rather than on the basis of stereotypical assumptions. People with disabilities should not have to make significantly more effort to access or obtain service, and they should not have to accept lesser quality or more inconvenience.

### Related Documents

- Accessible Customer Service Standard, Ontario Regulation 429/07
- Integrated Accessibility Standards, Ontario Regulation 191/11
- Multiyear Accessibility Plan 2015 – 2018 (endorsed by the Board October 28, 2015)
- Administrative Operating Procedure #3-341 OP, *Accessibility for Persons With Disabilities*
- College Policy #4-423, *Campus Security*
- College Policy #3-311, *Harassment and Discrimination Prevention*
- College Policy #3-342, *Return to Work Policy and Medical Accommodation Policy*
- College Policy #7-701, *Access and Accommodations for Students With Disabilities*
- Administrative Operating Procedure #7-701 OP, *Access and Accommodations for Students With Disabilities*

## Appendices

N/A

### History of Amendments/Reviews:

Section(s)	Date	Comments
New Policy	March 2009	<ul style="list-style-type: none"><li>• Board approval of policy (Resolution BoG March25-2009 #7)</li></ul>
Reviewed and revised	January 2013	Review undertaken as required under the Multi-year Accessibility Plan <ul style="list-style-type: none"><li>• Board approval of policy (Resolution BoG Jan23-2013 #2)</li></ul>
Full Policy review	December 2015; January 2016	Review undertaken as required under the Multi-year Accessibility Plan; new format (separation of procedure from policy; accessible format); updated language <ul style="list-style-type: none"><li>• Board approval of revised policy (Resolution BoG Jan27-2016 #1)</li></ul>

## ADMINISTRATIVE OPERATING PROCEDURE

Accessibility for Persons With Disabilities	
<b>Procedure ID:</b>	#3-341 OP
<b>Approved by:</b>	Executive Leaders Team – January 14, 2016
<b>Effective Date:</b>	January 27, 2016
<b>Next Review Date:</b>	January 2019
<b>Monitoring Responsibility:</b>	Human Resources / Human Rights Officer
<b>Linked to a College Policy:</b>	<input checked="" type="checkbox"/> Yes # 3-341 <i>Accessibility for Persons With Disabilities</i> <input type="checkbox"/> No

**Policy Statement**

At Fleming College, we are committed to building an inclusive and accessible learning and working environment. We believe in and promote the rights of all persons with disabilities as enshrined in the Canadian Charter of Rights and Freedoms, the Ontario Human Rights Code, and the Accessibility for Ontarians with Disabilities Act (AODA, 2005) and its related Accessibility Standards Regulations. The College supports the intent of the AODA and its goal of achieving accessibility for Ontarians with disabilities with respect to goods, services, facilities, accommodations, employment, buildings, structures and premises. The College also affirms the rights of all persons, including those with disabilities, to have access to equal opportunity in employment, education, accommodation or business dealings with the College.

**Definitions/Acronyms**

**ACSS:** Accessible Customer Service Standard, Ontario Regulation 429/07

**AODA:** Accessibility for Ontarians with Disabilities Act (2005)

**Disability:** The definition of disability used in this operating procedure will be the same as that used by the Ontario Human Rights Code. That is, a disability is:

- a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
- b) a condition of mental impairment or a developmental disability,
- c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- d) a mental disorder; or
- e) an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997.

**IASR:** Integrated Accessibility Standard Regulation 191/11

**Reasonable:** Those accommodations which do not impose undue hardship on the College which may include but is not limited to significant alteration to the fundamental nature of the learning outcomes and/or the academic standards of a program or course; significant alteration to a work process that would disadvantage other employees; substantial economic hardship to a College program or department that would affect its economic viability; significant adverse impact on learning opportunities for other students; the health and safety of other students or employees and/or safety hazards to other persons or property; or significant disruption of College operations. What is reasonable must be determined objectively on a case-by-case basis, based on all the circumstances

of the case. Where there is more than one reasonable approach to accommodation, the College reserves the right to choose the approach that is best suited to its operational and academic requirements.

### **Operating Procedure**

As per the *Accessibility for Ontarians with Disabilities Act (2005) and its related Accessibility Standards Regulations*, Fleming College will carry out annual accessibility planning and present the results in a multiyear format (3 to 5 years). The Multi-Year Accessibility Plan will identify;

- College objectives and the activities it will undertake in order to meet the requirements of the Standard;
- the administrative lead responsible for the accomplishment of objectives and the champions who carry out the major activities;
- the costs associated with the activities; and
- the legal compliance due dates of each item and the timelines within which each objective must be met.

The Accessibility Working Group oversees this planning process and reports annually to the Board of Governors. The group is made up of College employees from key areas, as well as persons with disabilities. The planning process is coordinated by the Human Rights Officer, who reports to the Vice-President Human Resources and Student Services. Questions regarding accessibility planning or requests for an alternate format can be directed to the Human Rights Officer.

Each area of the College that is identified in the Multiyear Accessibility Plan is responsible for the development, maintenance and implementation of specific operating procedures relating to these Standards. The specific requirements of each Standard are described in the appendices of this procedure and are addressed by the Multiyear Accessibility Plan.

### **Appendix A – Accessible Customer Service Standards**

- Alternate Formats
- Service Animals
- Service Disruptions
- Providing Feedback

### **Appendix B – Integrated Accessibility Standards**

- General Requirements
- Accessible Information and Communication
- Accessible Employment
- Accessible Transportation
- Built Environment

### **Complaints Procedure**

Occasionally disputes may arise concerning the provision of accommodations for people with disabilities. Complaints regarding accommodations are made through the College's Harassment and Discrimination complaint procedures (available online [here.](#)).

### **Supports for Individuals Considering Making a Complaint**

Individuals who are considering whether or not to make a complaint and who have questions about the complaint process may speak with the Accessibility Facilitator, the Human Rights Officer, or their

Union representative (if applicable). Additionally, students may also speak with their Student Administrative Council (Sutherland), the Student Association (Frost) or their Counsellor.

### Related Documents

- Accessible Customer Service Standard, Ontario Regulation 429/07
- Integrated Accessibility Standards, Ontario Regulation 191/11
- Multiyear Accessibility Plan 2015 – 2018 (endorsed by the Board October 28, 2015)
- Administrative Operating Procedure #3-341 OP, *Accessibility for Persons With Disabilities*
- College Policy #7-701, *Access and Accommodations for Students With Disabilities*
- Administrative Operating Procedure #7-701 OP, *Access and Accommodations for Students With Disabilities*
- College Policy #4-423, *Campus Security*
- College Policy #3-311, *Harassment and Discrimination Prevention*
- Administrative Operating Procedure #3-311 OP, *Harassment and Discrimination Prevention*
- College Policy #3-342, *Return to Work and Medical/Disability Accommodation*

### Appendices

- Appendix A: *Accessible Customer Service Standard*
- Appendix B: *Integrated Accessibility Standards*
- Appendix C: *Use of Service Animals*

### History of Amendments/Reviews:

Section(s)	Date	Comments
Regular review	January 2013	--
Regular review including minor additions to the Appendices	Dec 2015; January 2016	New format (as a result of separating procedure from policy); accessible format - updates to language; updated contacts; addition of Complaints Procedure

## **Appendix A to Operating Procedure 3-341 OP: Accessible Customer Service Standard**

As per ACSS 429/07, Fleming College will follow the principles of independence, dignity, integration and equality of opportunity in its provision of goods and services to members of the public with disabilities.

In such cases where a person with a disability requires the use of their own personal assistive devices in order to access the goods and services provided by the College, they are welcome to do so. Assistive devices include, but are not limited to the following examples: hearing aids, wheelchairs, electronic organizers, magnifying devices, electronic voice synthesizers.

If the use of a support person is required in order to access the goods and services provided by the College, persons with disabilities are welcome to bring such support persons with them to the College. A support person may be a trained professional, friend or family member – whomever the person with a disability deems appropriate.

Specifically, the College will:

- Use reasonable efforts to ensure that its policies, practices and procedures are consistent with the core principles of independence, dignity, integration and equality of opportunity.
- Continue to make every reasonable accommodation for the individual needs of self-identified persons (students and employees) with documented disabilities as per the Ontario Human Rights Code.
- Ensure all members of the College community communicate with a person with a disability in a manner that takes into account his or her disability.
- Where admission fees are charged, provide notice ahead of time on what admission, if any, would be charged for a support person of a person with a disability.
- Train staff, volunteers, contractors and any other people who interact with the public or other third parties on the College's behalf on a number of topics as outlined in the customer service standard.
- Train staff, volunteers, contractors and any other people who are involved in developing College policies, practices and procedures on the provision of goods or services on a number of topics as outlined in the customer service standard.

### **Alternate Formats**

The College will communicate services and procedures to the public in an accessible manner, including their provision in alternative formats where requested. This includes posting this procedure, the Multiyear Accessibility Plan and Annual Report and associated documentation on the College's website.

An electronic form is available on the College's [Accessibility web page](#) to request a document in alternate format.

### **Service Animals**

The only exception to this practice is where such animals are prohibited by law.

### **Service Disruptions**

The College shall provide notice when facilities or services that people with disabilities rely on to access or use the College's goods or services are temporarily disrupted. The notice will include information about the reason for the disruption, length of disruption and a description of alternate facilities or services, if available.

## Providing Feedback

Feedback on this procedure may be provided by a person with a disability in the manner deemed most appropriate to them, such as in person, by telephone, in writing, or by fax or email.

Feedback may be provided directly to:

Nick Duley, CHRL  
Human Rights Officer  
Fleming College  
599 Brealey Drive  
Peterborough, ON  
K9J 7B1

Phone: (705) 749-5520 Ext. 1982

Fax: (705) 749-5522

Email: [nick.duley@flemingcollege.ca](mailto:nick.duley@flemingcollege.ca)

Feedback will be used to improve customer service. In addition, the author of the feedback will be provided with a response in the format in which the feedback was received. The feedback may outline actions deemed appropriate, if any.



## **Appendix B to Operating Procedure 3-341 OP: *Integrated Accessibility Standard***

### **General Requirements**

As per the IASR 2011, Fleming College will maintain the Accessibility For Persons With Disabilities Policy #3-341, governing how it will achieve accessibility and uphold its commitment to meeting the accessibility needs of persons with disabilities in a timely manner. Specifically, the College will:

- Implement this policy and procedure in all aspects of its operations.
- Make the policy and procedure documents publicly available, and in an accessible format upon request.

The College will establish a multi-year accessibility action plan outlining its strategy to prevent and remove barriers, and meet its requirements under the IASR. Specifically, the College will:

- Establish this plan in consultation with persons with disabilities or an advisory committee.
- Post this Accessibility Plan on its website and provide the plan in an accessible format upon request.
- Review and update its accessibility plan once every three to five years in consultation with persons with disabilities and the Accessibility Working Group.

Each year, the College will prepare an annual status report on the steps taken to implement the accessibility plan, post this status report on its website, and provide it in an accessible format, upon request.

Also, Fleming College will:

- Incorporate accessibility criteria and features when procuring or acquiring goods, services or facilities, except where it is impracticable to do so.
- Incorporate accessibility features when designing, procuring or acquiring self-service kiosks.
- Provide training for its employees and volunteers regarding the IASR and the Ontario Human Rights Code.

Training will be provided for those responsible for developing College policies, and for all others who provide goods, services or facilities on behalf of the College.

### **Accessible Information and Communication**

As per the IASR 2011, Fleming College is committed to ensuring information and communications are accessible. Specifically, the College will:

- Make feedback processes accessible to people with disabilities by providing, or arranging to provide, accessible formats and communications supports, upon request.
- Notify the public about the availability of these accessible formats.
- Provide or arrange to provide, upon request, accessible formats and communication supports in a timely manner and at no additional cost to a person with a disability. The College will take into account the person's accessibility needs when addressing the request.
- Provide public emergency procedures, plans, and public safety information in an accessible format or with appropriate communication supports as soon as practicable, upon request.
- Ensure that new web content conforms to the Web Content Accessibility Guidelines (WCAG) 2.0 at Level AA. Web content includes any information that resides on an extranet or intranet web site.
- Provide training materials and learning resources in accessible formats that take into account the needs of students with disabilities.
- Make student records and program information available in accessible formats, upon request, such as course requirements, descriptions, and availability.
- Provide accessibility awareness training related to accessible program or course delivery and instruction to faculty and instructors. The College will keep a record of the training provided,

including the dates on which the training was provided, and the number of individuals to whom it was provided.

- Ensure that libraries within the College will provide accessible or conversion-ready materials within its collections for individuals with disabilities, upon request. These may include print materials, digital or multimedia resources, or specific materials for a person with a disability.

### **Accessible Employment**

As per the IASR 2011, Fleming College is committed to ensuring its employment practices are accessible. Specifically, the College will:

- Notify all applicants that accommodations are available throughout the recruitment process and provide suitable accommodations upon request.
- Ensure that prospective employees requiring accommodation will be assessed against the essential duties of the job.
- Notify employees of the policies supporting employees with disabilities and provide information on these policies to new employees upon hire.
- Provide accessible formats and communications supports for job or workplace information upon request.
- Provide accessible workplace emergency response information to all employees and individualized emergency response plans for employees who self-identify as having a disability and who request such a plan, as soon as practicable.
- Provide information to persons designated to provide emergency assistance upon consent of the employee with the disability.
- Review individualized workplace emergency response information annually, or as required.
- Ensure there is a formal, documented return-to-work procedure.
- Ensure there are formal, written procedures for documented individual accommodation plans.
- Implement early and safe return-to-work strategies with care and commitment to support the employee's well-being and ability to handle the essential responsibilities of the position.
- Include accessibility considerations in performance management, career development and advancement, and redeployment processes.

### **Accessible Transportation**

As per the IASR 2011, the College is committed to continually ensuring its transportation services and contracted services are accessible to both employees and students. In order to ensure that employees and students with disabilities can participate in any curricular or extra-curricular activity organized by the College, accessible transportation will be provided to upon request.

### **Built Environment**

Fleming College is committed to incorporating barrier-free principles in the construction of new facilities and during the renovation of existing structures. The College will adhere to the principles of respect for dignity, individualized accommodation, integration and full participation as outlined under the Ontario Human Rights Code.

The College will incorporate barrier-free principles in all renovations to existing buildings taking into consideration the constraints of the existing structures. Where it is not possible to incorporate barrier-free design principles, comparable alternative accommodations will be arranged.

## Appendix C to Operating Procedure 3-341 OP: *Use of Service Animals*

### Introduction

Persons with disabilities who rely on the service of a guide dog or other service animal are welcome to bring such animals with them to the College in order to access the goods and services provided. The College shall ensure that people with disabilities who use a service animal or support person are permitted to bring that service animal or support person with them when accessing academic services and/or events at the College.

The only exception to this practice is where such animals are prohibited by law.

### Definitions

**Service Animal:** A service animal is any animal trained to do work or perform tasks for the benefit of a person with a disability. Service animals include guide dogs and signal dogs. Examples of the kinds of tasks performed by service animals include guiding persons with vision impairments, alerting individuals with hearing impairments to sounds or intruders or dangers, pulling a wheelchair, retrieving dropped items etc. Service animals are not pets. Service animals may or may not wear specialized equipment such as a harness, backpack or special collar. They may or may not be certified or licensed as service animals.

**Emotional Support or Therapy Animal:** An emotional support or therapy animal is one that provides its owner with companionship and emotional support. These animals are not service animals and do not have the same public access rights a service animal has.

**Partner:** The person with a disability who uses a service animal to provide assistance with daily tasks.

### Procedural Guidelines

#### 1. Creating an Inclusive Environment for Individuals Who Use Service Animals

Students using service animals should have access to any space on campus that other students have access to. Employees using service animals should have access to any space on campus that other employees have access to. Members of the public/visitors using service animals should have access to any space on campus that other members of the public/visitors have access to.

Remember that service animals are working and as such should be left alone to do their work. This includes:

- maintain a respectful distance from the partner and the animal;
- do not touch the animal without asking permission from its partner;
- do not feed the animal;

Interact with the person using the service animal the way you would anyone else. Do not ignore or isolate them from activities and interactions that others are engaged in.

#### 2. Care and Management of Service Animals

The partner is responsible for all management and care of the service animal, in accordance with the following:

- Service animals must be accompanied by their partners at all times. The exception to this is when the partner is in a location that prohibits animals. At such times, the animal must be crated nearby.

- Service animals must be under the control of its partner at all times and compliant with any commands made by them.
- The service animal must be on a harness or leash or crated at all times. If the service animal must be left alone, the partner must secure the animal in an appropriately-sized, well-ventilated crate.
- Any aggressive behaviour (e.g., barking, growling, biting) exhibited by a service animal will not be tolerated.
- The service animal should not engage in disruptive behaviours (e.g., grooming, interacting with others, interfering with the personal items of others) and should not block aisles, passageways or emergency exits.
- The service animal must be housetrained.
- The partner must ensure the service animal's needs are met (food, water, grooming, exercise breaks) and is responsible for cleaning up waste left by the animal immediately.

### **3. Program-Specific Procedures**

Certain programs (e.g. Culinary, Nursing) may require additional procedures to meet the health and safety requirements for the operation of their learning spaces, such as labs and simulation spaces.

### **4. Conflicting/Competing Disability Accommodations**

If a student has a medical condition that is impacted by the presence of a service animal, they should meet with a counsellor to discuss their accommodation needs. They will be required to provide their counsellor with documentation completed by their healthcare professional which describes their accommodation needs. The counsellor will facilitate an appropriate solution in consultation with the student's Dean and the Human Rights Officer.

If an employee has a medical condition that is impacted by the presence of a service animal, they should meet with their supervisor to discuss their accommodation needs. They will be required to provide their supervisor with documentation completed by their healthcare professional which describes their accommodation needs. The supervisor will facilitate an appropriate solution in consultation with the Human Rights Officer.

### **5. Verifying Service Animals as Appropriate Accommodations**

In some cases the person using a service animal will have a disability that makes it obvious that they need the service animal, for example a visually impaired person with a guide dog. In cases such as these, it may not be appropriate to ask the person to verify their need for a service animal.

In other cases the disability may be known but the person's need for accommodation or the manner in which the service animal is meeting that need may not be apparent. In these cases, the individual should only be asked for information that is necessary to evaluate the disability-related need for the accommodation. For example, if the person has a clear mobility impairment and they want to have an assistance dog, it may be appropriate to ask for supporting documentation or demonstration of the disability related need for the animal. However, if your role at the College is not to determine disability accommodations, you should refer the person to a counsellor (for students) or their supervisor (for employees) or the Human Rights Officer (for campus visitors).

When the College requires written verification of disability status or disability related need, such documentation must be written by a qualified medical professional or other qualified third party who, in their professional capacity has knowledge about the person's disability and the need for reasonable accommodation.

When requested, documentation for students or employees with a disability who use a service animal should include the following:

- name and credentials of professional or evaluator;
- description of the current relevant functional limitations;
- specific tasks the service animal will perform to meet the accommodation needs of the individual or assist with the functional limitations.

## **6. Use of Therapy or Emotional Support Animals**

As mentioned in the definitions, emotional support animals do not have the same legislated public access rights that service animals have. However, that does not preclude the possibility that an emotional support animal may in some circumstances be an appropriate option for accommodation for a person with a disability.

If a student would like to request the accommodation of a therapy animal, they must discuss their accommodation needs with their counsellor and provide disability-related documentation from a qualified healthcare professional. If an employee would like to request the accommodation of a therapy animal, they must discuss their accommodation needs according to the College's Return to Work and Medical/Disability Accommodation procedures available at <https://department.flemingcollege.ca/hr/working-at-fleming/administrative-hr-practices-and-protocols/>

## **7. Dispute Resolution Process**

In the event of a disagreement about an accommodation, service quality, or an animal exclusion, a student should confer with their counsellor. If the matter is not resolved, the student may consult with the Director of Counselling & Accessible Education Services. An employee with a similar disagreement should follow the dispute resolution protocols in the Return To Work and Medical / Disability Accommodation procedures or consult with the Human Rights Officer. For matters not resolved at that level, the employee may choose to pursue a complaint under the College's Harassment and Discrimination complaint procedures available at <https://department.flemingcollege.ca/hr/working-at-fleming/policies-and-procedures/>

A visitor with a disagreement should consult with the Human Rights Officer. For matters not resolved at that level, the visitor may choose to pursue a complaint under the College's Harassment and Discrimination complaint procedures available at <https://department.flemingcollege.ca/hr/working-at-fleming/policies-and-procedures/>

**COLLEGE POLICY: Cannabis Possession and Use**

<b>Policy ID:</b>	#4-429
<b>Manual Classification:</b>	Section 4 – Finance and Administration
<b>Approved by Board of Governors:</b>	<i>Original:</i> September 26, 2018
<b>Revision Date(s):</b>	November 28, 2018
<b>Effective Date:</b>	Current
<b>Next Policy Review Date:</b>	2019
<b>Administrative Contact for Policy Interpretation:</b>	Manager – Security, Parking & Emergency Management
<b>Linked to an Operating Procedure:</b>	OP #4-429, <i>Cannabis Possession and Use</i>

**Policy Statement**

The smoking, inhalation, vaping, ingestion, growing and delivery of cannabis or cannabis products is prohibited:

1. Inside all College buildings, including residences.
2. Inside any vehicle stopped, parked or in motion on College Property.
3. On all College Property including but not limited to parking lots, trails and pathways.

The possession of cannabis and cannabis products, in quantities approved under legislation, is permitted on College Property, provided that the cannabis or cannabis products are for personal use and not for the purpose of sale or other distribution with or without payment.

The possession of cannabis and cannabis products in the Residence Buildings are subject to the conditions of this policy as well as those of the Residence Agreement. Where this Policy and the Residence Agreement are in conflict the Residence Agreement shall take precedence.

The possession and use of medical cannabis on campus is permitted subject to the conditions established in this policy and the associated Operating Procedure.

**Purpose**

Provide a clear set of campus guidelines, sanctions and an appeal process for the possession and use of cannabis and cannabis products that are consistent with the College's commitment to creating a healthy and safe environment for all employees, students and visitors.

**Scope**

This policy applies to all employees, students, contractors and visitors to all Fleming College campuses.

**Definitions/Acronyms**

**Cannabis:** for the purpose of this Policy, the definition of cannabis shall be the same as the definition contained in the Cannabis Act.

**Cannabis Product:** includes edibles that contain cannabis and any other substance or mixture of substances that contains cannabis

## General Principles

As a postsecondary institution and employer, Fleming College has a legal obligation to provide a safe and healthy environment for our community members to study, work and live.

The physical effects caused by the consumption of cannabis or cannabis products is not conducive to postsecondary teaching and learning and poses serious safety risks in our experiential learning labs and while operating a variety of equipment.

Individuals who appear to be under the influence of or otherwise impaired in a manner that may compromise safety or learning may be removed from class or their workplace. Individuals who appear to be impaired in a manner that may compromise safety or learning due to recreational cannabis use may be subject to disciplinary action at the discretion of the College.

In addition to the enforcement of this Policy, an education program related to the safe use of cannabis will be implemented with a focus on harm reduction. This education program will include visual media, social media, online resources and face-to-face education where appropriate.

## Related Documents

- Administrative Operating Procedure OP 4-429, *Cannabis Possession and Use*
- Criminal Code of Canada
- Controlled Drugs & Substances Act (Canada)
- Cannabis Act 2017 (Ontario)
- Cannabis Act (Canada)
- Applicable Municipal By-laws

## Appendices

N/A

## Review/Revision Log

Summary of Changes	Date
New policy established (Resolution BoG Sept26-2018 #2)	2018
Minor language edits for clarity (Resolution BoG Nov28-2018 #1)	November 2018

**ADMINISTRATIVE OPERATING PROCEDURE: Cannabis Possession and Use**

<b>Procedure ID:</b>	OP #4-429
<b>Approved by Senior Management Team:</b>	<i>Original:</i> September 18, 2018
<b>Revision Date(s):</b>	November 13, 2018
<b>Effective Date:</b>	September 27, 2018
<b>Next Review Date:</b>	2019
<b>Monitoring Responsibility:</b>	Campus Security; Manager – Security, Parking & Emergency Management
<b>Linked to a College Policy:</b>	#4-429, <i>Cannabis Possession and Use</i>

**Policy Statement**

The smoking, inhalation, vaping, ingestion, growing and delivery of cannabis or cannabis products is prohibited:

1. Inside all College buildings, including residences.
2. Inside any vehicle stopped, parked or in motion on College Property.
3. On all College Property including but not limited to parking lots, trails and pathways.

The possession of cannabis and cannabis products, in quantities approved under legislation, is permitted on College Property, provided that the cannabis or cannabis products are for personal use and not for the purpose of sale or other distribution with or without payment.

The possession of cannabis and cannabis products in the Residence Buildings are subject to the conditions of this policy as well as those of the Residence Agreement. Where this policy and the Residence Agreement are in conflict the Residence Agreement shall take precedence.

The possession and use of medical cannabis on campus is permitted subject to the conditions established in Appendix A of this Operating Procedure.

**Definitions/Acronyms**

**Cannabis:** for the purpose of this policy the definition of cannabis shall be the same as the definition contained in the Cannabis Act.

**Cannabis Product:** includes edibles that contain cannabis and any other substance or mixture of substances that contains cannabis.

**Reasonable Accommodation:** Those accommodations which do not impose undue hardship on the College. Examples of undue hardship may include but are not limited to significant alteration to the fundamental nature of the learning outcomes and/or the academic standards of a program or course; significant alteration to a work process that would disadvantage other employees; substantial economic hardship to a College program or department that would affect its economic viability; significant adverse impact on learning opportunities for other students; the health and safety of other students or employees and/or safety hazards to other persons or property; or significant disruption of College operations. What is reasonable must be determined objectively on a case-by-case basis, based on all the circumstances of the case. Where there is more than one reasonable approach to accommodation, the College reserves the right to choose the approach that is best suited to its operational and academic requirements.



## Operating Procedure

### 1.0 Enforcement

- 1.1 Campus Security has primary responsibility for the enforcement of the Cannabis Possession and Use Policy.
- 1.2 Campus Security will take the following action with individuals they find in violation:
  - a. Inform the violator of the College Policy or Residence Agreement.
  - b. Request the person cease the prohibited behaviour.
  - c. Verify if the person will be operating a motor vehicle.
  - d. Request identification for the purpose of documentation.
  - e. Complete a report regarding the violation for follow-up action.
- 1.3 Once identified as being in violation of this policy, students, employees, visitors and contractors are subject to such sanctions as determined by Administration.
- 1.4 Persons that refuse to provide identification to Campus Security shall be deemed to be trespassers and shall be dealt with accordingly.

### 2.0 Violation Management

- 2.1 All violations will be documented and kept on file by Campus Security and forwarded to the appropriate school, department or administrators as required.
- 2.2 Employees found in violation of this policy or operating procedure shall be subject to the following actions:

1 <sup>st</sup> Offence	Written Warning	Issued by Campus Security
2 <sup>nd</sup> Offence	Supervisor	Incident report forward to immediate supervisor
3 <sup>rd</sup> Offence	Executive	Incident report forwarded to Executive leader

- 2.3 Students found in violation of this policy or operating procedure shall be subject to the following actions:

1 <sup>st</sup> Offence	Written Warning	Issued by Campus Security
2 <sup>nd</sup> Offence	\$50.00 Penalty Fee	Billed to Student Account
3 <sup>rd</sup> Offence	Refer to SR&R	Student Rights & Responsibilities complaint

- 2.4 Visitors or contractors found in violation of this policy or operating procedure shall be subject to the following actions:

1 <sup>st</sup> Offence	Verbal/Written Warning	Issued by Campus Security
2 <sup>nd</sup> Offence	Trespass Notice	Issued by Campus Security

### 3.0 Appealing a Violation

- 3.1 Appeals will only be considered if they meet the appropriate grounds for an appeal. The College will only consider an appeal based on the following grounds:
  - a) Personal Bias / Unfair Treatment: Perceived unfair treatment based on not following the process as outlined in this policy. Perceived unfair treatment based on the sanction not fitting or appropriate based on the policy violation.

- b) New information / Extenuating Circumstances: If the complainant or respondent has new information, or documentation of extenuating circumstances that was not available at the time the sanction was issued.

3.2 Appeals must be submitted in writing (email acceptable) to the Manager, Security, Parking & Emergency Management within 10 business days of the sanction being issued.

3.3 An appeal not made within the time limit will not be heard unless there are, in the opinion of the Manager, Security, Parking & Emergency Management, exceptional circumstances.

3.4 The decision of the Manager, Security, Parking & Emergency Management is final.

#### 4.0 Education & Harm Reduction

4.1 Student Services has primary responsibility for the creation, distribution and delivery of education about safe cannabis use to students.

4.2 Human Resources has primary responsibility for the creation, distribution and delivery of education about safe cannabis use to employees.

4.3 Education programs related to the safe use of cannabis will focus on harm reduction. Educational programs will include visual media, social media, online resources and face to face education where appropriate.

#### Related Documents

- Criminal Code of Canada
- Controlled Drugs & Substances Act (Canada)
- Cannabis Act 2017 (Ontario)
- Cannabis Act (Canada)
- Applicable Municipal By-laws
- College Policy #4-429, *Cannabis Possession and Use*

#### Appendices

- Appendix A: *Medical Use of Cannabis*

#### Review / Revision Log

Summary of Changes	Date
• New procedure established	2018
• Addition of violation management for visitors/contractors (Section 2.4) and revised medical use of cannabis section (Appendix A)	SMT November 13, 2018

## Medical Use of Cannabis

### Introduction

The College affirms the rights of all persons, including those with disabilities, to have access to equal opportunity in employment, education, accommodation or business dealings with the College and will make efforts to provide reasonable accommodations to those who may request them, including for accommodations related to medical cannabis.

### Consumption of Cannabis for Medical Purposes

By law, you cannot smoke or vape cannabis in a number of places, including the following that are applicable to the College:

- indoor common areas (i.e. university/college residences)
- enclosed public places and enclosed workplaces
- in publicly-owned sports fields, nearby spectator areas and public areas within 20m of these areas.

By law, you cannot consume cannabis (smoking, vaping, eating) in a vehicle or boat that is being driven or is at risk of being put into motion.

Where an individual is required to consume cannabis for a medical purpose related to a disability, and as long as it does not interfere with the safe and effective working and learning environment at the College, an individual may:

- consume edible cannabis on College property
- smoke or vape cannabis outdoors, provided they are:
  - 9 metres from any College building
  - Not in proximity of any door, window or air intake
  - Not in close proximity to others.

Individuals with a medical cannabis prescription must carry their documentation with them while on campus and produce it upon request to Security staff.

### Residences (Students)

Students who are living in or visiting a Fleming College Residence and are requesting medical cannabis accommodations, must make their request to the appropriate Residence Manager.

### Academic Accommodations (Students)

Students who are enrolled in programs or courses that are safety-sensitive must speak with Accessible Education Services in regard to how their consumption of medical cannabis may affect the safe and effective learning environment. Accessible Education Services will work with Program Coordinators and Health Services as appropriate.

### Employees Requiring Accommodations

Requests for accommodation related to medicinal cannabis for employees will be reviewed in accordance with the College's Return to Work and Medical / Disability Accommodation Policy and the

Return to Work / Medical Accommodation Procedure. Disputes arising will be addressed according to that procedure. Employees may contact their Union representative for support if they have one.

### **Requesting Additional Medical Cannabis Accommodations / Making a Complaint**

Individuals requesting additional medical cannabis accommodations beyond what is outlined in this procedure have a responsibility to communicate their needs in adequate detail and sufficiently in advance of their actual need for accommodation to enable the College to give reasonable consideration to their request. Requests will be considered on a case-by-case basis.

Individuals requesting accommodation are also responsible for cooperating in the consultation process which will enable the College to conduct appropriate due diligence in responding to their request. This will involve the individual requesting accommodation providing appropriate documentation to support their request which demonstrates an approved medical need.

Individuals who feel their accommodation needs are not met by the processes outlined in this procedure may choose to pursue a resolution or complaint under the College's Harassment and Discrimination Prevention Policy complaint procedures.

### **Safety and Impairment**

In all cases medical cannabis accommodation requests will be considered with a view to evaluating whether and, if so, to what degree to which they affect the safe and effective working and learning environment at the College. This consideration will include but is not limited to:

- where the use of a prescription substance such as medical cannabis by the individual may result in an unsafe working or learning environment and/or where the individual may cause risk to themselves or others, or cause damage to College property
- the direct exposure of others to chemicals contained within the by-products of the combustion of medical cannabis such as second-hand smoke
- where an employee works in a role which requires that they exercise judgment or provide consistent customer service, and their capacity to do so will be impaired as a result of ingestion of medical cannabis
- where the use of or possession of medical cannabis is otherwise prohibited by program requirements including where the individual may be required to drive or operate hazardous or potentially hazardous equipment

Individuals who appear to be under the influence of medical cannabis or otherwise impaired in a manner that may compromise safety or learning may be removed from their class or their workplace. The College will provide assistance to these individuals as appropriate and will support them in making a request for accommodation as outlined above.

# POLICY MANUAL

## SIR SANDFORD FLEMING COLLEGE

POLICY NO. 4-418	APPROVED BY: BOARD OF GOVERNORS
PAGE 1 OF	SUPERSEDES: NEW
DATE APPROVED: January 9, 2002	
SUBJECT: <b>Environmental Policy</b>	

Sir Sandford Fleming College will strive to be an environmental leader, recognized nationally and internationally for modelling environmentally progressive approaches to the design and operation of its buildings, and the stewardship of College lands and resources. The College will ensure that the curriculum is integrated with the operation of the buildings and care of lands, thus providing learning opportunities as well as continuous enhancement of the environmental program

### **Procedures:**

In addition to complying with all legislated requirements, Sir Sandford Fleming College will:

- Establish an Environmental Management System modelled similar to ISO 14001
  - detailing organizational responsibilities and college commitment.
- Processes required under ISO 14001 include:
  - Establishment of the EMS
  - Development of a policy meeting stipulated criteria
  
- Identification of legal requirements
- Setting of objectives for those with environmental accountability.
- Organizational structure identifying environmental roles and responsibilities
- Training , communication and documentation
- Monitoring, measurement, and corrective action procedures
- Regular review by senior management.

- Annually review the College Master Energy Plan endorsed by Natural Resources Canada to address continuous improvement of energy efficiency, and to reduce harmful emissions.
- Design new buildings which will exceed Energy Code standards and which will promote a sustainable, healthy and productive workplace. Continuously improve existing facilities to increase efficiencies as well as occupant comfort.
- Purchase products and services which are environmentally friendly, ensuring that tendering practices reflect the goal of minimizing the overall College impact on the natural environment.
- Continuously review operational practices and procedures in key areas such as recycling, hazardous waste management, property maintenance, cleaning operations, disposal of assets, water and air quality management, and environmental remediation.
- Encourage the participation of students in environment related curriculum, by providing assistance required for assignments, and incorporating feedback from them regarding improvement of college environmental practices.
- Through educational programs and partnerships, promote and demonstrate the importance of sound environmental practices that contribute to a sustainable community and to the achievement of global objectives. The College will encourage the public to visit facilities, which showcase alternative energy systems and provide an educational experience.
- Ensure that the policies are publicly available through web services, that appropriate training is provided, and that procedures are communicated effectively to staff.

The responsibility for the Environmental Policy resides with the Vice-President, Finance and Facilities.

#### Organizational Responsibilities

##### President and Board of Governors

Environmental Policy

Leadership; National participation

Board of Governors: Responsibilities as Director

##### Vice-President, Finance and Administration

Leadership

Objectives

Risk management

##### Director, College Facilities and Manager, Frost Facilities

Procedures  
Recycling; Hazardous Waste;  
Furnishings & finishes;  
Grounds care & products  
Energy management & conservation  
Air and Water quality  
Building specifications  
Training and supervision  
Legislated requirement

Director of Purchasing

Purchasing standards  
Tendering  
Construction project management  
Ancillary operations

Sodexo Corporation

Cleaning products  
Recycling program  
Waste management

Steering Committee

C.I.O, Executive Leaders Team  
Faculty Environmental Specialist, Sutherland Campus  
Vice President, Human and Organizational Development,  
Executive Leaders Team  
Director, College Facilities  
Faculty, Environment Specialist, Haliburton Campus  
Principal and Environment Specialist, Frost campus  
Manager, Frost Campus Facilities

The Steering group shall:

Recommend policy and initiatives  
Monitor progress of Environment Management System

Campus Operational Groups

Campus leader or designate  
Health and Safety representative  
Program Curriculum representative

Student representative  
Facilities Manager

The Operational Groups shall:

Identify issues  
Make Recommendations  
Advocate for continuous improvement

Updated February 15, 2007.



**POLICY MANUAL**

POLICY NO. 4-407	
PAGE NO. 1 of 1	APPROVED BY: BOARD OF GOVERNORS
DATE APPROVED: September 1, 1999	SUPERSEDES: June 14, 1995
<b>SUBJECT: FIREARMS</b>	

Firearms or ammunition are not permitted in any building or property of the College at any time unless:

- a) the firearm or ammunition is in the possession of a peace officer or certified firearm safety examiner.
  - b) the firearm or ammunition is owned by the college for specific educational purposes such as the "Practical Firearms Training Course". Such firearm or ammunition are the responsibility of the appropriate legally qualified (FAC) professor and are subject to the legal requirements for safe handling and storage.
  - c) stored in a vehicle in accordance to the regulations made under the Criminal Code Part III section 116 (1)
- or.
- d) prior written authorization has been obtained from the designated school representative in accordance with procedure 4-407.

NOTE: Definition of "firearm" as described in the Criminal Code and Fish and Wildlife Conservation Act. (FWCA - extends definition to include an air gun, pellet gun, bow or crossbow)

**Firearms Procedure 4-407**

**Updated March 2006**

1 Students requesting authorization to bring firearms or ammunition into the buildings must obtain authorization forms from the Law Enforcement Coordinator or designated school representative. The reason for the request must be specified along with the date and time the permit is requested for. This form must be signed by the professor whose class the firearm or ammunition is to be taken into at least 24 hours in advance. The permit must be carried by the person in possession of the firearm or ammunition and presented to the designated school representative upon entry and departure.

The firearm must be unloaded, trigger locked, encased and the authorization symbol must be prominently displayed.

2 If the firearm or ammunition is on the property before it is needed, or after it is needed, it is to be stored in accordance to the regulations made under the Criminal Code. The storage location must be authorized in the permit referred to in article 1.0.

3 The professor authorizing the permit is responsible for the safe handling of the firearm or ammunition in the classroom.

**Note : The above procedure is for rare circumstances only and will not be promoted or encouraged**

**In the event of an academic strike, the firearms and/or ammunition will remain on the college site, securely locked in the NR Law building. Local police are to be advised of this situation.**

It is the responsibility of the Vice President, Finance and Administration or designate with appropriate certification to ensure that these procedures are properly enforced, drawing authority from the Board policy on "Firearms", 4-407 approved September 1, 1999.

## COLLEGE POLICY

<b>Harassment and Discrimination Prevention</b>	
<b>Policy ID:</b>	#3-311
<b>Manual Classification:</b>	Section 3 – Human Resources
<b>Approved by Board of Governors:</b>	<i>Original:</i> June 26, 2013
<b>Revision Date(s):</b>	June 24, 2015; December 14, 2016
<b>Effective Date:</b>	Replaces June 2015
<b>Next Review Date:</b>	June 2017
<b>Administrative Contact for Policy Interpretation:</b>	Vice-President Human Resources and Student Services
<b>Linked to Operating Procedure:</b>	#3-311OP <i>Harassment and Discrimination Prevention</i>

**Policy Statement**

Fleming College is committed to fostering a working and learning environment that is free from harassment and discrimination and one where all individuals are treated with respect and dignity.

The College acknowledges that groups/individuals covered under this policy have a right to full participation in employment and the receipt of education and related services and confirms that it is committed to the goal of eliminating discriminatory barriers where and if they exist.

**Purpose**

This policy will confirm Fleming College's commitment to fostering a diverse and inclusive working and learning environment that is free from all forms of harassment, discrimination and bullying as enshrined in the Ontario Human Rights Code (OHRC), the Accessibility for Ontarians with Disabilities Act 2005 (AODA) and its related Standards/Regulations, the Pay Equity Act, the Employment Standards Act, 2000 (ESA), the Occupational Health & Safety Act (OHSA), and the Charter of Rights and Freedoms.

Reporting mechanisms for incidents of workplace harassment are contained in Appendix C of Administrative Operating Procedure #3-311 OP, *Harassment and Discrimination Prevention*.

**Scope**

It is the responsibility of all members of the College community to uphold the principles of this policy. Detailed responsibilities for members of the College community are described in Appendix B of the Administrative Operating Procedure #3-311 OP, *Harassment and Discrimination Prevention*.

This policy and complaint procedures will apply in cases concerning students, staff, faculty, contractors and third party service providers as well as governors, volunteers or visitors of Fleming College:

1. occurring within or affecting people or property within the physical boundaries of the College;
2. occurring on or affecting College owned or controlled property, including student residences;
3. occurring with the use of computer and telephone systems, and College and private vehicles being used for college business or for travelling between work and study locations;
4. at a College-sponsored event;
5. occurring off-campus which are likely to have an impact on the working and/or learning environment at the College

Incidents occurring off campus which have no or little likelihood of any impact on the working/learning environment at the College would be pursued by individuals through the regular external processes.

Complaints by students regarding harassment or discrimination on the basis of any prohibited ground under the Ontario Human Rights Code may be addressed within this policy. Students who wish to make complaints regarding bullying against other students that is not on the basis of any prohibited ground are referred to College Policy #5-506, *Student Rights and Responsibilities* for investigation and resolution.

Allegations related to sexual assault and/or sexual violence will be addressed in accordance with College Policy #3-343, *Sexual Violence Prevention*. Sexual assault and sexual violence are violations of both College Policy #3-311, *Harassment and Discrimination Prevention* and College Policy #4-420, *Violence Prevention*.

Issues related to other violent or threatening behaviour are addressed through College Policy #4-420, *Violence Prevention*.

## Definitions

**Workplace Harassment:** Under the Ontario Occupational Health & Safety Act, Workplace Harassment means

- a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
- b) Workplace Sexual Harassment.

Within this policy, this definition will include any form of harassment, bullying, or psychological harassment including harassment on any protected ground in human rights legislation.

**Workplace Sexual Harassment:** Under the Ontario Occupational Health & Safety Act, Workplace Harassment means

- a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome;

Subsection 1 (4): A reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

**Prohibited Grounds of Discrimination:** The Ontario Human Rights Code prohibits discrimination or harassment in employment based upon citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed (religion), sex (including pregnancy), sexual orientation, marital status, family status, record of offenses, gender identity and gender expression.

**College-Sponsored Event:** For the purposes of this policy, the words "College-sponsored event" shall be broadly construed and will include events sponsored by the Student Administrative Council (Sutherland), the Student Association (Frost), and other bodies affiliated with the College.

Further definitions and examples are contained in Administrative Operating Procedure #3-311 OP, *Harassment and Discrimination Prevention*.

## General Principles

1. The College recognizes that achieving equity in employment and education requires institutional support, pro-active educational programming, effective complaints procedures, co-operation from every member of the College community, and informed leadership at every level of the institution.

2. Management staff at all levels have a legal obligation to act expeditiously upon information concerning incidents of workplace harassment and discrimination.
3. The College recognizes its obligation to ensure that this policy and the procedures are fair and applied fairly. Both complainants and respondent are to be treated fairly and given equal opportunity to present their version of events, while preserving the dignity, privacy and self-respect of all persons involved.
4. Action(s) or behaviour(s) which are consistent with or permitted by the Ontario Human Rights Code shall not constitute discrimination for the purposes of this policy.
5. A reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.
6. The College has a high regard for and will strive to ensure confidentiality as a top priority throughout complaint processes subject to disclosure obligations required by law.
7. Because the intent of these procedures is educational and preventative rather than punitive, the investigative process may stop at any step.

### **Related Documents**

This Policy may at times contain references to the following policies and legislation:

- The Canadian Charter of Rights and Freedoms
- The Criminal Code of Canada
- Ontario Human Rights Code, R.S.O. 1990
- Ontario Human Rights Commission Policy on Competing Human Rights
- Ontario Human Rights Commission Policy on Preventing Sexual and Gender-Based Harassment
- Ontario Occupational Health and Safety Act, R.S.O. 1990
- Ontario Ministry of Labour Code of Practice to Address Workplace Harassment Under Ontario's Occupational Health and Safety Act
- The Accessibility for Ontarians with Disabilities Act, 2005 and its related Standards and Regulations
- Ontario Employment Standards Act, 2000
- Ontario Pay Equity Act, R.S.O. 1997
- Academic Employees Collective Agreement
- Support Staff Collective Agreement
- College Policy #3-343, *Sexual Violence Prevention*
- Administrative Operating Procedure #3-343 OP, *Sexual Violence Prevention*
- College Policy #4-412, *Safety*
- College Policy #4-420, *Violence Prevention*
- Administrative Operating Procedure #4-420 OP, *Violence Prevention*
- College Policy #5-506, *Student Rights and Responsibilities*
- Administrative Operating Procedure #5-506 OP, *Student Rights and responsibilities*

### **Appendices**

N/A

### History of Amendments/Reviews:

Section(s)	Date	Comments
Full document review	February 1998	<ul style="list-style-type: none"><li>• Board approval of Policy entitled <i>Harassment/Discrimination Prevention</i> (Resolution BoG Feb 4-1998 #1)</li></ul>
Full document review	March 2009	Revised to reflect changes in legislation <ul style="list-style-type: none"><li>• Board approval of policy (Resolution BoG March 25-2009 #3)</li></ul>
Full document review; new title	June 2010	<ul style="list-style-type: none"><li>• Board approval of policy entitled <i>Respectful Working and Learning Environment</i> (Resolution BoG June 23-2010 #2)</li></ul>
Full policy review	June 2013	Revised and renamed <i>Harassment and Discrimination Prevention</i> <ul style="list-style-type: none"><li>• Board approval of policy (Resolution BoG June26-2013 #5)</li></ul>
Full policy review; new format	May 2015	Updates as a result of new policy developed for Sexual Assault/Sexual Violence; reviewed by Executive Leaders Team <ul style="list-style-type: none"><li>• Board approval of policy (Resolution BoG June24-2015 #2)</li></ul>
Regular review process	June 2016	Minor edits for clarity and to reflect legislative requirements <ul style="list-style-type: none"><li>• Board approval of policy (Resolution BoG Dec14-2016 #1)</li></ul>

**ADMINISTRATIVE OPERATING PROCEDURE**

<b>Harassment and Discrimination Prevention</b>	
<b>Procedure ID:</b>	#3-311 OP
<b>Approved by Executive Leaders Team:</b>	<i>Original:</i> June 2015
<b>Revision Date(s):</b>	November 2016
<b>Effective Date:</b>	Replaces June 2015
<b>Next Review Date:</b>	2017
<b>Monitoring Responsibility:</b>	Human Resources Consultant/Human Rights Officer
<b>Linked to a College Policy:</b>	#3-311 <i>Harassment and Discrimination Prevention</i>

**Policy Statement**

Fleming College is committed to fostering a working and learning environment that is free from harassment and discrimination and one where all individuals are treated with respect and dignity.

The College acknowledges that groups/individuals covered under this policy have a right to full participation in employment and the receipt of education and related services and confirms that it is committed to the goal of eliminating discriminatory barriers where and if they exist.

**Definitions/Acronyms**

**Workplace Harassment:** Under the Ontario Occupational Health & Safety Act, Workplace Harassment means,

- a) Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
- b) Workplace Sexual Harassment;

Within this policy, this definition will include any form of harassment, bullying, or psychological harassment including harassment on any protected ground in human rights legislation.

**Workplace Sexual Harassment:** Under the Ontario Occupational Health & Safety Act, Workplace Harassment means,

- a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome;

Subsection 1 (4) A reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

Additionally, the Ontario Human Rights Code states:

**Sexual harassment**  
**Harassment because of sex in workplaces**

(2) Every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or

her employer or agent of the employer or by another employee. R.S.O. 1990, c. H.19, s. 7 (2); 2012, c. 7, s. 6 (2).

### **Sexual solicitation by a person in position to confer benefit, etc.**

(3) Every person has a right to be free from,

- (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- (b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person. R.S.O. 1990, c. H.19, s. 7 (3).

**Prohibited Grounds of Discrimination:** The Ontario Human Rights Code prohibits discrimination or harassment in employment based upon citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed (religion), sex (including pregnancy), sexual orientation, marital status, family status, record of offenses, gender identity and gender expression.

**College-Sponsored Event:** For the purposes of this policy, the words "College-sponsored event" shall be broadly construed and will include events sponsored by the Student Administrative Council (Sutherland), the Student Association (Frost), and other bodies affiliated with the College.

Further definitions and examples are contained in Appendix A.

## **Operating Procedure**

### **Complaints**

An investigation will be conducted into incidents and complaints of workplace harassment, (including sexual harassment), discrimination, or harassment that is appropriate in the circumstances. Such complaints will be investigated according to the procedures described in Appendix C.

The complaint process in Appendix C will be used to investigate complaints against or involving employees under College Policy #3-343, *Sexual Violence Prevention*.

### **Program Awareness of the Policy and this Procedure**

The College will ensure awareness of the Policy and this Procedure by:

1. Making both documents available to any existing and new member of the College. Both documents will be posted on the Human Resources website. Alternative formats will be made available upon request to the Human Rights Officer.
2. Providing information and instruction to all employees, ensuring those persons with managing, supervising, and leadership responsibilities are aware of their obligations under the policy and are able to implement its requirements. This training will discuss recognizing what constitutes workplace harassment and discrimination, the resolution process, complaint procedures and mechanisms available under the policy.



3. Reviewing the training program to ensure that it adequately implements the Policy. This will be done at least annually or when any gaps or deficiencies are identified as a result of an investigation and will be maintained in consultation with the JH&SC.

### Related Documents

This procedure may at times contain references to the following policies and legislation:

- The Canadian Charter of Rights and Freedoms
- The Criminal Code of Canada
- Ontario Human Rights Code, R.S.O. 1990
- Ontario Human Rights Commission Policy on Competing Human Rights
- Ontario Human Rights Commission Policy on Preventing Sexual and Gender-Based Harassment
- Ontario Occupational Health & Safety Act, R.S.O. 1990
- Ontario Ministry of Labour Code of Practice to Address Workplace Harassment Under Ontario's Occupational Health and Safety Act
- The Accessibility for Ontarians with Disabilities Act, 2005 and its related Standards & Regulations
- Ontario Employment Standards Act, 2000
- Ontario Pay Equity Act, R.S.O. 1997
- Academic Employees Collective Agreement
- Support Staff Collective Agreement
- College Policy#6-601, *Information and Communications Technology Appropriate Use Policy*
- College Policy #3-343, *Sexual Violence Prevention*
- Administrative Operating Procedure #3-343 OP, *Sexual Violence Prevention*
- College Policy #4-412, *Safety*
- College Policy #4-420, *Violence Prevention*
- Administrative Operating Procedure #4-420 OP, *Violence Prevention*
- College Policy #5-506, *Student Rights and Responsibilities*
- Administrative Operating Procedure #5-506, *Student Rights and Responsibilities*

### Appendices

Appendix A: *Further Definitions and Examples*

Appendix B: *Additional Related Information*

Appendix C: *Complaint Reporting and Resolution Process*

Appendix D: *Academic Contact Information for Students*

Appendix E: *Investigating / Resolving Complaints Made Against the President / Board of Governors*

### History of Amendments/Reviews:

Section(s)	Date	Comments
Full review	June 2015	New format, updated language • ELT approval of operating procedure (June 2, 2015)
Full review	August – October 2016	• ELT approval of operating procedure (November 15, 2016)

## Appendix A to Operating Procedure 3-311 OP: *Further Definitions and Examples*

### Definitions and Examples

No policy can provide a full description and definition of every behaviour that falls within the meaning of workplace harassment, sexual harassment, and discrimination. This policy encompasses harassment and discrimination based upon every prohibited ground under the OHRC as well as non-human rights definitions of harassment and bullying as outlined in the OHSA (Bills 168 and 132) and the collective agreements for both academic and support staff employees

Complaints by students regarding harassment or discrimination on the basis of any prohibited ground under the Ontario Human Rights Code may be addressed within this policy. Students who wish to make complaints regarding bullying against other students that is not on the basis of any prohibited ground are referred to the Student Rights and Responsibilities Policy (# 5-506) for investigation and resolution.

**Workplace Harassment**, as defined within the Policy, includes the following terms:

1. **Bullying (Harassment):** refers to any vexatious behavior that is known, or ought reasonably to be known, to be unwelcome and that:
  - Adversely affects an employee's dignity, or psychological or physical integrity by making them feel threatened, humiliated, vulnerable, and/or undermines the recipient's self-confidence and/or reduces the recipient's feelings of self-esteem and self-worth and/or
  - Takes the form of repeated conduct such as persistent, offensive, abusive, intimidating or insulting behavior, abuse of power and/or unfair punitive sanctions which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate, and/or
  - Results in a harmful working environment.

Examples include, but are not limited to:

- berating/belittling an employee or an individual
- unreasonably questioning an individual's abilities, skills, or decision making when not related to an appropriate evaluation of performance
- excluding or isolating a person by making others avoid him/her
- ignoring a person in the workplace or classroom
- making repeated unwarranted criticism
- undermining or deliberately impeding a person's work
- spreading malicious rumours or gossip
- making physical gestures intended to intimidate, offend, degrade or humiliate an employee or an individual
- making comments that are threatening, degrading, or defamatory, or using abusive language whether verbally or written, including voice mail, email, on-line chats and comments posted on websites or social media).
- making a person perform useless, humiliating or demeaning tasks that are not reasonably expected to be part of that person's employment
- unreasonably ceasing to give a person work on an on-going basis

The definition of bullying / workplace harassment refers to persistent behaviour or a course of comment or conduct. Notwithstanding this, in some exceptional circumstances one single incident can constitute Workplace Harassment when it is demonstrated that it is severe and has a significant and lasting impact on the complainant.

Bullying or harassment does not include differences of opinion or minor disagreements between co-employees, or an occasional raised voice or argument. It does not include reasonable actions taken by the College or a manager relating to the management and direction of workers in the workplace, or other reasonable actions by the College, a manager, by the Union or its representatives, by students, employees, individuals or by groups.

Examples of such reasonable actions include but are not limited to:

- the transfer, demotion, discipline, counsel or dismissal of an employee in a reasonable manner;
- a decision, based on reasonable grounds and facts, not to promote or grant another benefit in connection with an employee's employment or performance;
- the legitimate right and responsibility of managers to conduct on-going evaluation of employee performance at work, which may result in reasonable changes to a person's assignment as a result of an evaluation;
- the legitimate right of Union members and officials to reasonably conduct grievance investigations, file grievances, conduct inspections, lawfully picket and, without limiting the aforementioned, generally conduct Union business in a reasonable manner;
- the legitimate right and responsibility of employees to correct inappropriate student behavior and maintain order in the work environment in a reasonable manner;
- respectfully expressing disagreement or reasonably stating a contrary point of view;
- the legitimate exercise of freedom of thought and inquiry, and expression.

Bullying and Harassment will not be condoned under the guise of strong management when employees are not treated with dignity and respect.

2. **Sexual Harassment:** may be one or a series of comment(s) or conduct of a gender-related or sexual nature that is known or ought reasonably to be known to be unwelcome/unwanted, offensive, intimidating, hostile, derogatory, or inappropriate.

Sexual harassment may include but is not limited to:

- invading personal space
- using language that puts someone down and/or comments toward women (or men, in some cases), sex-specific derogatory names
- making gender-related comments about someone's physical characteristics or mannerisms
- making comments or treating someone badly because they don't conform with sex-role stereotypes
- showing or sending pornography, sexual pictures or cartoons, sexually explicit graffiti, or other sexual images (including on-line)
- sexual jokes, including passing around written sexual jokes (for example, by e-mail)
- rough and vulgar humour or language related to gender
- using sexual or gender-related comment or conduct to bully someone
- spreading sexual rumours (including on-line)
- making suggestive or offensive comments or hints about members of a specific gender
- bragging about sexual prowess
- demanding dates or sexual favours
- making an employee dress in a sexualized or gender-specific way
- acting paternally in a way that someone thinks undermines their self-respect or position of responsibility

- demeaning gestures, remarks and jokes, slurs, taunting, or innuendo unwanted physical contact, leering, inappropriate comments about clothing, physical characteristics or activities
  - unwanted questions or comments about one's private life, sexual orientation, marital or family status
  - the production, display or distribution of pornographic or other sexually offensive or derogatory pictures of material
  - solicitation of, or implied or expressed promise of reward or benefit in return for sexual favours
  - pressing an individual to accept unwelcome invitations or sexual propositions, including repeated telephone calls, letters, emails or other electronic communications including social media
  - implied or expressed threat or act of reprisal if sexual favours are not given
- Sexual Assault. (Sexual Assault is an offense under section 271 of the Criminal Code of Canada and will be responded to in accordance with College Policy #3-343, *Sexual Violence Prevention* and College Policy #4-420, *Violence Prevention*.)
- Gender/Sexual Orientation Harassment (defined below)

3. **Harassment Based upon Prohibited Grounds in the Ontario Human Rights Code:** may be one or a series of vexatious comment(s) or conduct related to one or more of the prohibited grounds that is known or ought reasonably to be known to be unwelcome/unwanted, offensive, intimidating, hostile, derogatory, or inappropriate. Such harassment may be based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender identification, sexual orientation, age, marital status, family status, disability, record of offences (in employment only), and receipt of public assistance (in accommodation only) as defined by the Ontario Human Rights Code.

In addition to the above, the following denotes examples of harassment based upon Prohibited Ground in the Ontario Human Rights Code which may occur:

**(a) Racial Harassment** may be one or a series of comment(s) or conduct of a racial nature that is known or ought to reasonably be known to be unwelcome/unwanted, offensive, intimidating, hostile, derogatory or inappropriate.

This may include but is not limited to:

- verbal abuse, threats, derogatory name-calling, racist slurs, insults and/or jokes
- ridicule of an individual on racial or cultural grounds
- comments which imply that race impairs the person's ability
- exclusion from normal workplace interactions or social events
- unfair allocation of work and/or responsibilities
- racist graffiti, insignia, objects or pictures or display and/or publication of racist material
- physical assault or unwelcome physical contact (Assault is an offense under the Criminal Code of Canada and will be responded to in accordance with the Violence Prevention Policy # 4-420)
- inciting others to commit any of the above (sections 318 and 319 of the Criminal Code of Canada explicitly prohibit acts inciting hatred or violence towards any identifiable group on the basis of colour, race, religion, national or ethnic origin, age, sex, sexual orientation, or mental or physical disability.).

**(b) Gender-Based Harassment** is a form of both Workplace Harassment and Sexual or Human Rights Harassment which often stems from homophobia and heterosexism. Gender-based harassment is any behaviour that polices and reinforces traditional heterosexual gender

norms. It is often used to get people to follow traditional sex stereotypes (dominant males, subservient females). It is also used as a bullying tactic, often between members of the same sex.

It may consist of offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation on the basis of gender and/or sexual orientation. Homophobia means harassing, prejudicial treatment of, or negative attitudes about, lesbian, gay, bisexual, trans-identified, transgendered, inter-sexed, two-spirited, or queer persons and those perceived to be of these sexual orientations or gender identities.

Homophobia includes a range of feelings and behaviours from discomfort and fear to disgust, hatred and violence. Heterosexism is based on societal values that dictate that everyone is, or should be, heterosexual.

In addition to the examples from Sexual Harassment, Section 2 above, further examples of Gender-Based Harassment may include:

- making derogatory comments, innuendos, insults, slurs, jokes or threats about sexual orientation or sexual practice, including voice mail, email, online chat or posted on a website
- silencing talk of sexual or gender diversity
- forcing people to “come out” or to “stay in the closet” (disclose or hide their sexual orientation)
- linking homosexuality with pedophilia (child abuse)
- defacing notices, posters or property with homophobic graffiti
- removing or defacing notices, posters, postcards, or other property of the Fleming Association of Queers (FAQ) or other awareness initiatives on campus
- rejecting or excluding individuals or groups because of their sexual orientation or gender identity.
- physical violence, including sexual violence (Assault and Sexual Violence are offenses under the Criminal Code of Canada and will be responded to in accordance with College Policy #3-343, *Sexual Violence Prevention* and College Policy #4-420, *Violence Prevention*)
- inciting others to commit any of the above (sections 318 and 319 of the Criminal Code of Canada explicitly prohibit acts inciting hatred or violence towards any identifiable group on the basis of colour, race, religion, national or ethnic origin, age, sex, sexual orientation, or mental or physical disability.).

**(c) Disability Harassment** may also consist of offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation on the basis of a disability.

**Discrimination Based upon Prohibited Grounds in the Ontario Human Rights Code** may be one or a series of action(s) or behaviours(s) based on a prohibited ground that results in the unfavourable or differential treatment which negatively affects the employment status of an employee or academic status of a student, or the provision of a College service.

This may include, but is not limited to, the refusal to provide goods, services or facilities, exclusion from employment or employment benefits, unequal treatment in employment, exclusion of support

persons or service animals for disabled persons, and/or refusal to work with, teach, or study with someone based on a prohibited ground of discrimination.

The Code requires that a person who has the authority to prevent or discourage harassment and discrimination may be held responsible for failing to do so. All persons in positions of authority have a particular legal duty to be alert to signs of harassment and discrimination in the workplace and/or educational environment. They must take action to address any incidents of which they are aware or ought reasonably to have been aware. This also applies to faculty because of their unique role as managers/facilitators of the learning environment. Decisions made by courts and human rights tribunals in recent years have emphasized this responsibility.

Types of discrimination that are prohibited under the Ontario Human Rights Code include:

- a) **Direct Discrimination** refers to differential treatment which negatively affects an employee or student and which is directly related to a prohibited ground of discrimination. Such differential treatment need not be intentional or overt to constitute direct discrimination.
- b) **Indirect or Adverse Impact Discrimination** occurs where a requirement, qualification or factor which appears neutral results in the exclusion, restriction or preference of a person because of his or her membership in a group identified by a prohibited ground of discrimination.
- c) **Systemic Discrimination** includes policies, practices, procedures, displays, materials, actions or inactions that appear neutral, but have an adverse impact associated with one of the prohibited grounds. This may include, but is not limited to, negative stereotypical portrayal of groups/individuals in materials, attendance policies that do not reasonably accommodate religious responsibilities, and course selection and/or job posting criteria that are not bona fide. Where, as a result of a College investigation, systemic bias is determined within any college policy, procedure and/or practice, the positive actions may include amendments, revisions or elimination of existing College policy, procedure or practice.

## **Additional Definitions**

**Negative Environment:** One or a series of comments or conduct that creates a negative environment for individuals or groups and are related to the prohibited grounds. The comment or conduct has the effect of "poisoning" the working or learning environment. A complainant does not have to be a direct target to be adversely affected by a negative environment. It includes conduct or comment that creates and maintains an offensive, hostile, or intimidating climate for learning or work.

Examples may include exposure to graffiti, signs, cartoons, remarks, exclusion, adverse treatment related to one or more of the prohibited grounds.

**Hate/Discriminatory Material:** It is an offense under the Criminal Code of Canada to publish, display, transmit, or distribute before the public or direct to an individual, or cause to be published, displayed, transmitted or distributed within Fleming College or through the use of College resources, with the intent of inciting others to discriminate, any notice, sign, symbol, emblem or other representation that expresses or implies discrimination or an intention to discriminate. In addition, it is a violation of the Ontario Human Rights Code to publish or display before the public, or cause the publication or display before the public, of any notice, sign, symbol, emblem or other similar representation that indicates the intention of the person to discriminate, or is intended by the person to incite discrimination, contrary to the Code.

**Disability:** as set out in the Ontario Human Rights Code, means,

- a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes, mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device;
- b) a condition of mental impairment or a developmental disability;
- c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;
- d) a mental disorder; or
- e) an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act.

**Vexatious complaint or complaints made in bad faith:** A complaint made in bad faith is one that is known by the complainant to be false and/or one in which a complaint is made for a purpose other than gaining a satisfactory remedy. A vexatious complaint is one that is instituted maliciously and without probable cause and/or one which is not based on reasonable factual ground but is merely vindictive. In determining whether a complaint is vexatious or made in bad faith, the knowledge and intention of the complainant will be considered. If the complainant is merely bringing the complaint to annoy or embarrass the respondent and knows that there is no discrimination or harassment per se, then it can be said that the complaint is vexatious or made in bad faith.

## Appendix B to Operating Procedure 3-311 OP: *Additional Related Information*

### 1. Coverage

**1.1 External Relationships:** Visitors, contractors, and/or suppliers of services who attend a Sir Sandford Fleming College campus location will be subject to complaints if they engage in prohibited or inappropriate conduct as defined in this policy. All contractual relationships entered into by the College will be governed by a standard contract compliance clause stating that contractors must comply with all current legislation and relevant College policies. Breach of the clause may result in penalties, cancellation or debarment if a contractor is found in violation of the College's policy or government statutes.

**1.2 Student Work Placements:** Students completing work placements are covered by the relevant occupational health and safety and workplace harassment policies of the individual placement agency while they are on placement. Placement coordinators should ensure that students are aware of applicable policies during the student's introduction and orientation to the placement. College representatives will engage in discussions with the student(s) and agency as appropriate and will support the resolution of workplace harassment and discrimination issues once they are made aware of an incident.

### 2. Specific Roles and Responsibilities

#### 2.1 Supervisors and Management

Supervisors and Managers represent the College, and as such it is their key responsibility to create a positive, respectful working environment free from Workplace Harassment and discrimination. Supervisors and managers are required to:

- Comply with this Policy and refrain from any acts of harassment or discrimination
- Be familiar with the requirements of this policies and the signs of workplace harassment
- Ensure, as much as reasonably practical, that no employees are subjected to Workplace Harassment. Take allegations of violence or harassment seriously and follow-up appropriately.
- Take corrective action with anyone under their direction who subjects employees to harassment.
- Attend training and information sessions provided by the College to reduce incidents of harassment and discrimination
- Set a good example and maintain a high standard of conduct in all dealings with others.

#### 2.2 Employees

Every employee contributes to the creation of a safe and healthy work environment by demonstrating professional, respectful and appropriate conduct at work. All employees must accept as a personal responsibility their own role in eliminating the risk of Workplace Harassment in the day-to-day activities of their own work. Therefore, employees are required to:

- Comply with this Policy and refrain from any acts of harassment or discrimination
- Work together in a professional manner and resolve issues in a respectful manner
- Report to their immediate supervisor any incidents they experience or witness.
- Attend training and information sessions provided by the College to reduce incidents of harassment and discrimination
- Co-operate with investigators or other authorities as required during any investigation related to this Policy
- Set a good example and maintain a high standard of conduct in all dealings with others.

Additionally, faculty members are reminded that because of their unique role as managers / facilitators of the learning environment they as they are in a position of authority and have a



particular legal duty to be alert to signs of harassment and discrimination in the educational environment. Faculty members must take action to address any incidents of which they are aware or ought reasonably to have been aware.

### **2.3 Students**

Like employees, students are expected to demonstrate respectful and appropriate conduct in the classroom. Students must accept as a personal responsibility their own role in eliminating the risk of harassment and bullying. Students are expected to:

- Comply with this Policy and refrain from any acts of harassment or discrimination
- Work with each other and College staff in a professional manner and to resolve issues in a respectful manner
- Report any incidents of bullying or harassment that they experience or witness.
- Co-operate with investigators or other authorities as required during any investigation related to this Policy

### **2.4 The College Human Rights Officer**

The College's Human Rights Officer administers this Policy. They provide consultation and support to managers and individuals with regards to this Policy and its application. They identify and support training opportunities throughout the College and provide summary data to stakeholders as requested. The Human Rights Officer may assist with or assume an investigation upon request from a supervisor, manager, or Dean, or from the Vice President, Human Resources and Student Services. Such a request may occur where there are or could be concerns expressed with regards to objectivity or a conflict of interest.

## **3. Record Keeping**

The Human Rights Officer will maintain a confidential file including all records relating to each internal investigation complaint for the current calendar year plus seven (7) years following the conclusion of the internal investigation complaint process, after which time the contents of the file will be destroyed.

The Vice-President, Human Resources and Student Services is responsible for maintaining a confidential central file pertaining to each External Investigation made under this policy and of the resolution of same. Files will be accessible only to the President, the Vice-President, Human Resources and Student Services and the Human Rights Officer, or as may be required by law. Files on formal investigations will be retained for the current calendar year plus seven (7) years following conclusion of the appeal period, after which time the contents of the file will be destroyed.

Statistical information on the number, nature and type of complaints will be kept and reports filed annually by the Human Rights Officer. Annual reports will be distributed to the Joint Health and Safety Committee, Vice-President of Human Resources and Student Services, the College President, and the Executive Leadership Team.

Where an investigation results in disciplinary action, this information will be placed in the respondent's personnel file or student file. Where the complaint has not been substantiated, no reference will be placed in the personnel or student file of either party. When an individual has lodged a complaint that is later found to have been trivial, frivolous, vexatious or made in bad faith, and discipline has been imposed, a letter regarding the same will be placed in his/her personnel file or student file.

Once each year, an individual may appeal to the Vice President, Human Resources and Student Services to have a disciplinary letter resulting from an investigation through this policy on file removed, a decision on which is at the discretion of the College.

## Appendix C to Operating Procedure 3-311 OP: *Complaint Reporting and Resolution Process*

### 1. Principles of the Complaint Reporting and Resolution Process

- a) This complaint process will be used to investigate complaints against or involving employees under College Policy #3-343, *Sexual Violence Prevention*.
- b) In accordance with the Ontario Occupational Health & Safety Act (OHSA), the College will conduct an investigation into incidents and complaints that is timely, fair, and appropriate in the circumstances. Two or more complaints alleging a violation engaged in by the same person, or having facts in common, may be dealt with in the same proceeding.
- c) In appropriate circumstances (e.g. where personal safety is at risk or a strongly negative environment exists), the College will take immediate interim measures to stabilize the situation before the complaint process is initiated or concluded. Where such measures are taken, a time frame for review of the situation will be established.
- d) This policy does not preclude a Complainant from initiating an alternative complaint procedure, for example, to use the criminal process (if the action warrants), launch a civil lawsuit, complain to the Human Rights Tribunal of Ontario, the Ministry of Labour, or to access the grievance procedures outlined in their collective agreements and the terms and conditions of their employment. The College acknowledges that it is not a court of law or a quasi-judicial system.
- e) A complainant or respondent may choose to seek legal advice at her/his own expense. However, legal counsel cannot participate in proceedings under this policy. Complainants and respondents may bring a college representative of his/her choice (e.g. union member, student representative, parent/guardian, college counsellor) to any meetings throughout the proceedings for support.
- f) The Complainant has the right to withdraw the complaint at any time during the process up to the conclusion of the formal appeal process. Regardless, the College may determine that it is appropriate to continue the investigation. The Complainant must understand that withdrawal of the complaint will most likely result in discontinuation of the investigation, and will be taken to mean that the complainant has abandoned his/her claim that workplace harassment or discrimination has occurred.
- g) A person who is the subject of a complaint made under these procedures and who has reason to believe that the complaint is vexatious, in bad faith, or itself a form of harassment, has the right to file a complaint.
- h) **Confidentiality:** In accordance with the OHSA, information obtained about an incident or complaint of Workplace Harassment, including identifying information about any individuals involved, will not be disclosed unless the disclosure is necessary for the purposes of investigation or taking corrective action with respect to the incident or complaint, or is otherwise required by law such as grievance arbitrations, Human Rights Tribunal proceedings, Occupational Health & Safety disclosure requirements, and judicial proceedings. Such disclosures may also be subject to the Freedom of Information and Personal Information Protection and Electronic Documents Acts. Where appropriate, information obtained about the incident or complaint may be disclosed and reviewed with the Dean of the school(s) involved in the complaint prior to any corrective action being taken.
- i) **The College's Obligation to Act:** The Ontario Human Rights Code and the Occupational Health & Safety Act requires that a person who has the authority to prevent or discourage workplace harassment or discrimination may be held responsible for failing to do so. All College members in

positions of authority have a particular duty to take reasonable steps to deal with incidents of workplace harassment or discrimination when they know of or ought reasonably to have known of the incident.

In order to comply with its legal obligations, the College may, under appropriate circumstances, initiate a complaint procedure without a request to do so from a complainant. As well, where appropriate, the College may choose to continue with a procedure even after a complainant has decided to terminate the process.

- j) **Incidents of Harassment Not Resulting in Complaints:** Members of the College Community who witness incidents of harassment which do not result in complaints on the part of the victim are still required to report this harassment to the respondent's supervisor or Dean following the complaint reporting procedures below. The College will follow the complaint process in this Procedure to investigate the complaint.
- k) **Incidents of Harassment When the Harasser is Unknown:** In circumstances where the harasser is unknown such as cyber-harassment the College will make reasonable and appropriate efforts to protect the individual and to end the harassment. This may include notifications to external agencies and/or law enforcement.
- l) **Time Lines:** A complaint under this Policy must be filed within six (6) months of the circumstances giving rise to the complaint, unless the delay was incurred in good faith and no substantial prejudice will result to any person affected by the delay. Substantial prejudice, as defined by the Human Rights Tribunal of Ontario exists where it can be shown that proceeding with the complaint will deprive the respondent of an essential right such as the right to a complete defense (e.g. the destruction of material evidence by unforeseen event such as fire, flooding, etc.; death or significant incapacity of material witnesses). The passage of time or inconvenience in finding witnesses or locating documents does not amount to substantial prejudice. This decision as to whether or not any delay was incurred in good faith will be made by the Vice President, Human Resources and Student Services and communicated to all parties involved.
- m) **Systemic Discrimination:** In the event that a College policy, procedure or practice is the subject of a complaint based on the prohibited grounds of discrimination, the complaint is to be brought to the attention, orally or in writing, to the College Administrator who is responsible for that policy, procedure or practice. The Administrator will engage in discussion or internal investigation / informal fact-finding investigation, whichever applies depending on the form and substance of the complaint, and will follow the principles and timelines of the applicable process described above.
- n) **Anonymity:** Individuals are reminded of their responsibility to cooperate with a bullying or harassment investigation under this policy. Those who may be reluctant to provide information relevant to an investigation for fear of reprisal or retribution are reminded that the College will in no way permit or tolerate any such form of intimidation or retaliation. Information received anonymously by the College with respect to an investigation will be reviewed but may or may not be taken under consideration. Potential conflicts with regards to anonymity may be reviewed by the Vice President, Human Resources and Student Services. Such requests for anonymity may be reviewed based upon the level of the investigation and the severity of the accusations.

**Competing Human Rights:** The College may engage in a competing human rights analysis as it deems appropriate using the Ontario Human Rights Commission's Policy on Competing Human Rights as its reference document.

## **2. About Making a Complaint Under This Policy**

Individuals who may have been subjected to harassment are advised to make notes of the offensive behaviour, the date and time that it happened, what was done about it, and who may have witnessed the incident(s).

### **Speak Up About Harassment and Discrimination**

Whenever possible, students and employees are encouraged to attempt to resolve conflicts directly. Employees and students of the College who experience workplace harassment or discrimination should first attempt to make it known to the individual(s) responsible that the behaviour is offensive, contrary both to law and to the College's policy and request that it stops.

### **Complaints Against Contractors and Third-Party Service Providers**

Members of the College community who wish to make complaints against contractors and third-party service providers are requested to speak with the respondent individual's supervisor. The College will support members of the College community in having their complaint properly investigated and resolved. For assistance in this regard please contact the Human Rights Officer.

### **Supports for Individuals Considering Making a Complaint**

Employees or students who are considering whether or not to make a complaint and who have questions about the complaint process may speak with their Union representative (if applicable), joint health and safety committee member, or the Human Rights Officer. Additionally, students may also speak with their Student Administrative Council (Sutherland), the Student Association (Frost) or the Human Rights Officer.

If a student is unaware who the Dean is for their program they should consult Appendix D of this Operating Procedure for clarification. Students who are unsure as to which Dean to approach should speak with their own Dean or Academic Chair.

During the investigation process, the Respondent may choose to be accompanied by a third party in a supportive capacity. This may be a union member (if applicable) or a SA / SAC representative if the Respondent is a student. A third party may not speak on behalf of the complainant but may provide assistance with regards to the process.

### **Reporting Incidents Where the Employee's Supervisor is the Alleged Harasser**

Under this procedure, employees who are considering whether or not to make a complaint about their direct supervisor should ideally make the complaint to their supervisor's supervisor. Should this be impractical or for additional support the employee is asked to please speak with the Human Rights Officer, joint health and safety committee member, or their Union representative (if applicable).

### **Mediation**

Before pursuing an internal investigation, individuals may decide to request mediation. Mediation is a simple, effective and rapid conflict resolution method that brings together only those persons concerned by or involved in the situation. Mediation seeks to put an end to the alleged harassment, discrimination or bullying by finding, with the help of an impartial third party, mutually acceptable solutions for the people concerned. In order for mediation to succeed, participation in the process must take place in a context of good faith.

Individuals may also consider using traditional mediation methods such as talking circles or healing circles.

Mediation may be requested through the Human Rights Officer, and the selection of the mediator must be agreed to by both parties. The mediation will normally be concluded within twenty (20) working days of the receipt of the case by the mediator. The mediator's responsibility will be to

provide a forum for discussion in a neutral setting. The mediator will not impose his/her point of view or that of either of the parties to the process. The mediator will also ensure that the parties have given their free and enlightened consent to any potential settlement that may be reached between them.

If the mediation results in a mutually acceptable agreement, a copy of the agreement will be forwarded to the Human Rights Officer. If the complainant and respondent so agree, the decision may be made available to an investigator in the case of any future formal process. The agreement will be treated as confidential.

If the mediation is not a viable option or does not result in an agreement, the complainant may choose to initiate the next investigative step within five (5) working days of the conclusion of the attempt to reach an agreement

### **3. How to Make a Complaint**

#### **Reporting a Complaint**

Where possible a written complaint under this Policy is preferred. This may be emailed or a paper copy submitted. The report of the incident or complaint must contain the following information:

- The complainant's name and contact information
- The name of the respondent and their position if known
- The name of any witnesses or those with any relevant information to provide about the incident
- Details of what happened including date(s), frequency, and location(s) of the alleged incidents
- Any documentation that the complainant, witnesses, the respondent or others may have in their possession that are relevant to the complaint

The Complaint Reporting and Resolution Process consists of two steps: an Internal Investigation or Fact-Finding Process, and/or an External Investigation Process.

#### **STEP 1 – Internal Investigation / Fact Finding Process**

The Complainant submits a written detailed complaint to the respondent employee's supervisor, or the respondent student's Dean. The supervisor (or their delegate), Dean (or their delegate), along with a second investigator where appropriate will then investigate the allegation(s) and make a determination using a balance of probabilities as to whether there has been a contravention of this Policy. Typically the second investigator will be the Human Rights Officer.

A delegate may be preferable in instances where there is the possibility of perception of a conflict of interest, or an issue of availability. Typical delegates may include the Dean or Academic Chair for the school, a Dean or Academic Chair from another school, another manager, the Human Rights Officer or a Human Resources Consultant. Some investigations, such as those initiated through College Policy #3-343, *Sexual Violence Prevention*, may require consideration that the second investigator reflect a gender balance. Investigations involving students may also require the involvement of an investigator from Student Services.

#### **The Investigative Process**

1. The Complainant initiates a fact-finding process by notifying the supervisor of the respondent employee or the Dean of the responding student's school in writing with the

nature and substance of the complaint. This complaint should include relevant details such as the nature of the specific offensive behaviour / language, dates, times, and names of witnesses as well as the requested outcome desired.

2. Within ten (10) working days of receiving the complaint, the supervisor or Dean (the Investigator), or their delegate will meet with both the complainant and the respondent in order to attempt to verify the details of the complaint. The Investigator may request the production of documents or information from the complainant, respondent, witnesses or other resources that is relevant to the fact-finding process. The Investigator will share details of the complaint with the Respondent including a copy of a written complaint. Information provided by the Respondent may be reviewed by the Complainant and vice versa as necessary. Timelines may be extended if delays are experienced in good faith.

### **Determination and Judgment**

1. At the conclusion of the investigation, the Investigator will write an investigation report summarizing the steps taken during the investigation, the complaint, the allegations of the complainant, the response from the respondent, the evidence from witnesses and other evidence gathered. It will set out the findings of fact and come to a conclusion stating whether or not the complaint is substantiated. This conclusion will be based on the balance of probabilities (which means that it is either more likely or not likely that the incident(s) of harassment or discrimination occurred as defined within the Policy). This is consistent with the burden of proof required by civil law and is different from the "beyond a reasonable doubt" burden required by criminal law.
2. Should the complaint be substantiated, the Investigator will make a determination of appropriate sanctions/ remedies as applicable (see Corrective Actions and Protection From Reprisal, Section 3.0).
3. Should the complaint not be substantiated under this Policy, the Investigator will determine whether the complaint is proven to be trivial, frivolous, vexatious or made in bad faith (see Malicious / Fraudulent Complaints, Section 4.0).
4. This investigation report will be provided to the respondent employee's supervisor to take appropriate action where the respondent employee's supervisor has delegated the investigation to another individual or has not otherwise been part of the investigation. This report will be retained in the investigation file maintained by the Human Rights Officer.
5. A separate report summarizing the results of the investigation and any corrective action taken or yet to be taken as a result of the investigation will be communicated to the complainant and the respondent in writing within ten (10) calendar days of the completion of the investigation. .
6. Where, as a result of an Internal Investigation / Fact-finding process, systemic bias is determined within any College policy, procedure and/or practice, the Investigator will recommend actions to the Human Rights Officer which may include amendments, revisions or elimination of existing College policies, procedures or practices.

### **Appeal**

1. Should either the Complainant or Respondent be dissatisfied with the results or outcome of an the Internal Investigation / Fact-Finding process, they may appeal the matter in writing within fifteen (15) working days of receiving a decision to the Vice President

Academic (if the respondent is a student) or to the Vice President, Human Resources and Student Services (if the respondent is an employee).

2. The Vice-President Academic/ Vice-President Human Resources and Student Services will ensure that all aspects of the findings are reviewed and that a final decision is communicated within fifteen (15) working days of receipt of the appeal.

## **STEP 2 – External Investigation**

If the Complainant is not satisfied with the results of the Internal Investigation / Fact-Finding process and has already appealed the decision, they may request an External Investigation into the matter. The College may also choose to initiate this step at its own discretion.

### **Initiation of an External Investigation**

A request to initiate an External Investigation should be made as soon as possible, and must be within fifteen (15) days of the completion of the Internal Investigation / Fact-Finding Process. This request will proceed as follows:

1. The Complainant submits a written request to the President. This written request must indicate the nature of the original complaint and the grounds for the appeal of the Internal Investigation / Fact Finding Process.
2. The Complainant must understand that they will be required to speak further on this matter, and that the Respondent(s) will be given a copy of the request for initiation of an external investigation.
3. The President will review the complaint and determine whether there are sufficient grounds to initiate an external investigation. If the President is the named Respondent, the request will be directed to the Vice-President, Human Resources and Student Services. They will communicate their decision in writing to the complainant within ten (10) working days. The decision by the President as to whether or not to initiate an External Investigation will be final.

### **Investigative Process**

Once it has been determined that it is appropriate to initiate an External Investigation, the following steps in the investigation process shall occur:

1. The Human Rights Officer will meet with the Respondent to review the process and provide a copy of the written complaint.
2. The Vice President, Human Resources and Student Services in consultation with the Human Rights Officer shall contract with an investigator who is external to the College community. If the Vice President, Human Resources and Student Services is the named Respondent, the President shall select the investigator. If the President is the named Respondent, the complaint will be directed to the Vice-President, Human Resources and Student Services, who will follow the procedure outlined in the Addendum: Investigating/Resolving Complaints Made against the President/Board of Governors (Appendix E).
3. The Investigator will have training and experience in what constitutes workplace harassment and discrimination, the Ontario Human Rights Code, dispute resolution, and effective investigation procedures. They will also have received the College's Harassment and Discrimination Prevention Policy and its complaint procedures. The investigator may

request the production of documents that may be relevant to the investigation. The investigator will investigate the complaint in the following manner:

- The investigation will be limited to what is within the jurisdiction of this policy.
  - The Investigator will determine who will be interviewed.
  - The Respondent will be given a full and fair opportunity to respond to the complaint orally and in writing.
  - The Investigator reserves the right to refer the complaint back to the Human Rights Officer if a resolution is possible.
4. Both the Complainant and the Respondent will have the right and responsibility to provide all information as accurately and promptly as possible, including dates, times, location of allegations and any other information that would assist in the investigation.
  4. The Human Rights Officer will be in communication with the Investigator, the Complainant, and the Respondent until the process is concluded. The Complainant and Respondent will be informed on an on-going basis of the status of the investigation, but not of details of the interviews.
  5. During the investigation, both the Complainant and the Respondent may choose to be accompanied by a third party in a supportive capacity. This may be a union member (if applicable) or a SA / SAC representative if the individual is a student. Should the Complainant or Respondent choose to acquire legal advice throughout the process, this is done at his/her own expense. Third parties cannot speak on behalf of parties to the complaint nor disrupt the proceedings.
  6. The Investigator will make every effort to complete the investigation of a human rights complaint within thirty (30) working days of receipt of the complaint. If it is necessary to exceed 30 days, this decision will be made by the Vice President, Human Resources and Student Services and the complainant and respondent will be informed as soon as possible of the revised time line.
  7. At the conclusion of the investigation, the Investigator will write a draft report stating whether or not the complaint is substantiated based on the balance of probabilities (which means that it is either more likely or not likely that the incident(s) of harassment or discrimination occurred). This is consistent with the burden of proof required by civil law and is different from the "beyond a reasonable doubt" burden required by criminal law.
  8. The Investigator will provide a copy of the draft report to the Complainant and the Respondent who will have five (5) working days to notify the investigator, in writing, of any errors or omissions in the report, or in the description of the facts or allegations provided by each of them to the investigator.

The Investigator will make any further enquiries or amendments, if required, in order to prepare the final written report. The written report will be submitted confidentially to:

- the Complainant;
- the Respondent;
- the executive leader of the respondent's division (e.g. Vice-President Academic, Vice President Finance, Chief Information Officer);
- the College President;
- the Vice-President, Human Resources and Student Services;
- the Human Rights Officer.

The investigator's notes and transcripts (if applicable) will be turned over to the College.



9. If a complaint is found to be substantiated, the Executive Officer, Vice President, Human Resources and Student Services, and the President will determine appropriate remedies/sanctions as applicable (see Corrective Actions and Protection From Reprisal, Section 3.0).

If a complaint is not substantiated, the Executive Officer, Vice President Human Resources and Student Services, and the President will determine whether the complaint is proven to be trivial, frivolous, vexatious or made in bad faith (see Malicious / Fraudulent Complaints, Section 4.0).

The results of this determination will be communicated in writing to the complainant and the respondent by the Vice President, Human Resources and Student Services, under an obligation of confidentiality, within ten (10) working days of receipt of the investigator's report.

10. The results of a determination made through the External Investigation process are final and must be abided by.
11. Where, as a result of a formal investigation, systemic bias is determined within any College policy, procedure and/or practice, the Executive Officer, Vice President, Human Resources and Student Services, and the President will prescribe actions which may include amendments, revisions or elimination of existing College policies, procedures or practices.

### **3. Corrective Actions and Protection From Reprisal**

#### **3.1 Remedies**

Remedies are intended to restore the Complainant to the position s/he would have experienced had the incident not occurred and to have respondents recognize the inappropriateness of, and need to change their behavior. Remedies for a complainant who is an employee may include offers of employment or reinstatement or monetary compensation. For students, remedies may include transfer, review of academic standing, provision of learning support services, or adjustment/reimbursement of tuition fees. College counsellors will provide students with supportive counseling upon request.

#### **3.2 Sanctions**

A substantiated act of workplace harassment or discrimination may be cause for disciplinary action by the College up to and including the possibility of discharge in the case of an employee and other appropriate actions for other groups covered by this policy including the application of penalties or sanctions under the Student Rights and Responsibilities Policy for students.

Remedies and sanctions applied as a result of an investigation initiated through College Policy #3-343, *Sexual Violence Prevention* will take into account the outcome(s) requested by the survivor of the sexual violence.

### **3.2.1 Corrective Action where the Respondent is an Employee**

If Management decides there has been a violation of this Harassment and Discrimination Policy and Procedures by an employee, the following criteria will be considered in determining the appropriate level of sanction:

- the seriousness/severity of the incident(s),
- the reliability of evidence,
- remedies sought by the complainant, and
- the documented history of the respondent (or the complainant in the case of malicious/fraudulent complaints) regarding related issues or incidents

Where sanctions are taken against an employee, a range of progressive sanctions are possible which conform to generally accepted standards of employee discipline and the two collective agreements. Some or all of the following corrective actions may be considered depending on the particular incident and the above factors:

- Apology
- A requirement for additional training
- Referral to an assistance program
- Reassignment or relocation
- Report to a professional body
- Suspension (with or without pay)
- A “last-chance” agreement or behavioural contract
- Termination of employment or contractual relationship
- Legal action

### **3.2.2 Corrective action where the Respondent is a student**

Where the Respondent is a student, sanctions shall be applied through the authority in College Policy #5-506, *Student Rights and Responsibilities*. These may include:

- Apology
- Written Reprimand
- Restitution or Fines
- Temporary Dismissal
- Restricted access to a physical area of the College and/or property
- A “last-chance” agreement or behavioural contract
- Probation
- Suspension
- Expulsion

### **3.2.3 Corrective Action where the Respondent is neither an Employee nor a Student**

If the Respondent is not an employee or a student, the College will take whatever measures are reasonably available to ensure the safety of its’ employees and students including any of the actions listed in 3.2.1 and 3.2.2.

## **3.3 Protection from Reprisal**

Subject to section 4.0 below, every individual has the right to file a complaint of workplace harassment or discrimination, participate or co-operate in an investigation, provide information relevant to the complaint, in any role under the policy and/or procedures, without fear of retaliation or reprisal. Any form of retaliation or reprisals will not be tolerated and will be treated as workplace harassment and/or discrimination. Workers exercising their rights under the Occupational Health and Safety Act to report an incident or participate in a workplace harassment investigation will not be penalized provided that this is done in good faith and subject to Section 4.0 below.

#### **4 Malicious / Fraudulent Complaints**

The College will take disciplinary action in situations where complaints are proven to be malicious, fraudulent, trivial, vexatious, or made in bad faith. Discipline will be consistent with the two collective agreements, the Student Rights and Responsibilities Policy, and Section 3.0 of these procedures, as they apply. A person who is the subject of a complaint made under these procedures and who has reason to believe that the complaint is trivial, frivolous, vexatious, in bad faith, or is itself a form of harassment, has the right to file a complaint.

**Appendix D to Operating Procedure 3-311 OP: Academic Contact Information for Students**

<b>Program / Campus</b>	<b>Dean / Principal</b>	<b>Office Location</b>	<b>Phone</b>	<b>Email</b>
<b>Cobourg Campus</b>	Deborah Clifford	Cobourg 305	905-372-6865	<a href="mailto:deborah.clifford@flemingcollege.ca">deborah.clifford@flemingcollege.ca</a>
<b>Haliburton Campus</b>	Sandra Dupret	Haliburton Campus	705-457-1680	<a href="mailto:sandra.dupret@flemingcollege.ca">sandra.dupret@flemingcollege.ca</a>
<b>School of Business</b>	Maxine Mann	B3130	705-749-5530 Ext 1257	<a href="mailto:maxine.mann@flemingcollege.ca">maxine.mann@flemingcollege.ca</a>
<b>School of Environmental &amp; Natural Resource Sciences</b>	Linda Skilton	Frost 289A	705-749-5530 Ext 3216	<a href="mailto:linda.skilton@flemingcollege.ca">linda.skilton@flemingcollege.ca</a>
<b>School of General Arts &amp; Sciences</b>	Silvana MacDonald	B3327	705-749-5530 Ext 1218	<a href="mailto:silvana.macdonald@flemingcollege.ca">silvana.macdonald@flemingcollege.ca</a>
<b>School of Health &amp; Wellness</b>	Carol Kelsey	A2146.1	705-749-5530 Ext 1251	<a href="mailto:carol.kelsey@flemingcollege.ca">carol.kelsey@flemingcollege.ca</a>
<b>School of Justice &amp; Community Development</b>	Carol Kelsey	A2146.1	705-749-5530 Ext 1251	<a href="mailto:carol.kelsey@flemingcollege.ca">carol.kelsey@flemingcollege.ca</a>
<b>School of Trades &amp; Technology</b>	Maxine Mann	B3130	705-749-5530 Ext 1257	<a href="mailto:maxine.mann@flemingcollege.ca">maxine.mann@flemingcollege.ca</a>

## **Appendix E to Operating Procedure 3-311 OP: Investigating/Resolving Complaints Made Against the President/Board of Governors**

This procedure is to be utilized whenever a complaint is made by any member of the College community or by anyone on College property or at a College-sponsored event against the President of the College or external members of the Board of Governors.

The procedure covers complaints of harassment, discrimination and bullying, violations of the Student Rights and Responsibilities document, or any allegations of physical altercations or violations of safety and security.

This option has been provided in order to address the imbalance of power, or even the perception of imbalance of power, due to the positions held by the respondents.

### **Procedure**

1. If the respondent is the President, a written complaint related to an incident of harassment and/or discrimination, physical altercation or a violation of safety and security, must be submitted to the Board Chair. The submission must outline the details, dates, times and places related to the allegation. If the respondent is a member of the Board of Governors, a written complaint related to the same areas, as above, which outlines details, dates, times, and places must be submitted to the Board Chair or Board Vice-Chair.
2. As soon as the President or a member of the Board of Governors is aware of a complaint or potential complaint (as outlined in #1 above) against him/her, s/he will report this immediately to the Board Chair or Board Vice-Chair, whichever is most appropriate. The Board Chair will provide a copy of the written complaint to the President/Board member. The Board Chair or Vice-Chair will, as soon as reasonably possible, notify all Board Executive members and inform them of all the known details.
3. With the support of the Board Executive, the Board Chair or Vice-Chair shall, with the assistance of the Vice-President Human Resources and Student Services, appoint an independent investigator from a prepared roster of investigators to investigate and make recommendations to the Executive of the Board. The Board Executive will also be responsible for determining the appropriate manner and time to inform the whole Board.
4. After due consideration of the findings and the recommendations, the Board Executive will determine what action, if any, should be taken and as appropriate bring the details to the full Board.
5. The independent investigator shall follow the investigation procedure as generally outlined in the College's Harassment and Discrimination Complaint Reporting and Resolution Process.

## Housing Services – Regular Contractor Key Use Protocols

This document is intended for use by the College cleaning contractor and food service provider. For the purposes of this document they will be considered ‘Regular Contractors’ given the frequency of time spent in residence at Frost and Sutherland Residence Villages.

Regular Contractors will be issued keys from the Housing Services office for the residence property where they work and are responsible to follow the protocol.

If there is a change in staffing the Housing Services office must be notified so that the keys can be correctly logged for records.

### Key Use Protocols

\_\_\_\_\_ Housing Services keys will be attached to an approved lanyard that are recommended to be worn one of two ways:

- 1) The lanyard will be worn around your neck, or
- 2) The lanyard will be attached to your waist.

\_\_\_\_\_ Workers will wear keys at all times while on shift and they are responsible for proper use and security.

\_\_\_\_\_ Housing Services keys are not permitted to leave Residence property. Keys will be stored in the appropriate key box when not worn on their person.

\_\_\_\_\_ Workers will notify their supervisor and Housing Services management immediately if there are any issues related to their keys.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SIR SANDFORD FLEMING COLLEGE POLICY MANUAL

<b>Policy # 6-601 Information and Communications Technology (ICT) Appropriate Use Policy</b>	
Classification: <i>Section 6 – Information Technology Services</i>	
Approved by: Board of Governors	Date: May 1, 2013 (BoG May 1, 2013 #2)
Replaces: # 6-601 (BoG Nov 26, 2008 #8; BoG Sept 1, 1999 #9)	
Next Policy Review: 2018	Responsibility: Executive Leaders Team

### Policy Statement

This policy provides a framework for the appropriate use of Information and Communications Technology (ICT) services/resources/equipment and facilities at Fleming College. Individuals using ICT services/resources/equipment and facilities at Fleming College are responsible for reading, understanding, and observing this policy.

### Purpose

This policy balances the need for a high level of access, flexibility and protection of privacy for users, with the need for a framework that provides Information Technology staff and the College with the ability to respond to alleged policy violations as they arise and to protect institutional interests.

### Scope

This policy applies to everyone with a Fleming College IT Network user account.

The primary office of responsibility for this policy is the Chief Information Officer.

### Definitions

**AUP:** Appropriate Use Policy

**CIO:** Chief Information Officer

**ICT:** Information and Communications Technology; it includes software and systems used for academic delivery and administrative purposes either hosted at college facilities or in third party premises, all of the information stored in systems, computing devices and associated peripherals, VoIP communications network and wireless infrastructure and related equipment, facsimile machines, scanners, telephones, wireless devices, digital storage media, video and other multimedia devices.

### General Principles

Fleming College is committed to ensuring a working and learning environment in which all ICT users have the responsibility to respect the physical and emotional well-being, and the sense of personal worth and dignity of others in the college community, as well as promoting the responsible and ethical use of college resources.

ICT services and resources provided at Fleming College are intended for teaching, research, and administrative purposes.

Use of ICT is governed by all applicable College policies, including Harassment and Discrimination Prevention, Freedom of Information and Protection of Privacy (Bill 34), Software Copyright, Student Rights and Responsibilities, Residence-Reznet guidelines, as well as by all applicable Canadian federal, provincial and local laws and statutes, including the Criminal Code of Canada and the Ontario Human Rights Code. These are supplemented by various rules and guidelines adopted in specific academic and administrative units.

## **Operating Procedure**

### **1.0 ICT AND COMMUNICATION**

#### **1.1 Confidentiality**

The College believes that each individual has a right to privacy. No person, regardless of status may view or change or remove another user's electronic files or data without the user's permission, whether the material exists on a shared computer, network media or on a user's personal media.

The College ICT Network is provided for the use of authorized persons, but remains the property, and within the control of Fleming College. The use of this business and educational system for personal reasons is a privilege. The College believes that each individual has a right to privacy. No person, regardless of status may view or change or remove another user's electronic files or data without the user's permission, whether the material exists on a shared computer, network media or on a user's personal media. By using a password protected account, users are not anonymous and deleted user data may be retrieved and/or restored from system backups. Exceptions to user privacy and subsequent access to user data exists as follows:

- To engage in technical maintenance repair and management
- To meet a legal requirement to produce information, including by e-discovery
- To ensure continuity of work (e.g. employee is sick or injured and work needs to be retrieved)
- To prevent misconduct and ensure compliance with the law

In such cases access to personal data shall only be given with due diligence of requesting such access via the CIO or in their absence a delegated authority.

Note: non-personal information such as IP address may be used to investigate and understand the system usage patterns, and/or functionality.

#### **1.2 Pornography, Hate Literature, and Cyber-bullying**

ICT resources are not to be used to create, transmit, store or copy information that is threatening, harassing, illegal or incites hate.

#### **1.3 E Mail Communications**

The College Harassment and Discrimination Prevention and Student Rights and Responsibilities policies pertain to these communication media.

#### **1.4 Web/Internet Communications**

Complaints about threatening, harassing, or illegal content or content that incites hate, that is created, transmitted, stored or copied using Fleming ICT resources and distributed on the Internet or any other external system, will be investigated as possible violations of the Appropriate Use Policy. This includes content that could be considered defamatory or damaging to the institution's public image.

#### **1.5 Network Printing, Scanning, Fax and VoIP Voice Communications**

These devices are considered communication media, and as such, all relevant policies and procedures will apply to them. Communication using the VoIP phone system is part of the ICT Network and thus the Appropriate Use Policy applies.

### **2.0 SECURITY**

#### **2.1 User Account Security**

Every user of the Fleming ICT network and facilities has a responsibility to ensure the security of the network, information, data and resources. It is the responsibility of the individual user to



maintain the security of her/his account by choosing a secure password, not disclosing/sharing passwords and to take reasonable steps to prevent unauthorized access. Users are expected to change their initial default password to a confidential, secure password. Employees are required to report instances where they become aware of any unauthorized use of ICT.

Information Technology staff will disable an account if there is some indication that the security of the account or network has been breached.

## 2.2 Network Security

Information Technology Services staff are the only staff authorized to plug devices into the Fleming ICT network. Special requests for one-time unique connections that require unique or special configuration must be approved by Information Technology Services. Information Technology Services staff will only interconnect physical network drops which have been provisioned through the formal process of adding/ moving infrastructure to the Fleming ICT Network. Wireless access to the Network will be provisioned through formal processes developed and maintained by the Information Technology Services Department that meet the needs of the user and maintain network security. The Information Technology Services Department also has the right to terminate any process when deemed necessary, in order to maintain network system integrity.

## 2.3 Information and Data Security on Portable ICT Devices

Fleming employees should avoid copying and transporting college data on portable storage devices, in particular data which contains personal information. If a user has to copy and transport college data, the individual employee has a responsibility to ensure that any college information and data stored on portable devices including, but not limited to laptops, notebooks, PDAs, USB keys, and external digital storage devices de-identifies personal information, is encrypted and secure at all times.

Upon disposal of the portable device the user is to ensure that any copied data on the device must be deleted or erased as soon as it is no longer needed, using appropriate measures to prevent unauthorized access to college information.

## 2.4 Viruses

Individuals are responsible for any damage to their work, data and files due to viruses they have introduced, either intentionally or unintentionally. The College is not responsible for any work, files or data which are lost, damaged and/or destroyed due to viruses introduced onto the network.

## 2.5 Spam

Production or facilitation of Spam is a violation of this Appropriate Use Policy.

## 2.6 Firewall

Network Firewalls are provisioned for the protection of all users and deliberate attempts by any user to bypass the normal operation of the firewall or Intrusion Detection and Prevention Systems by either technical or physical means is a violation of the Appropriate Use Policy.

Users should be aware that during the regular course of carrying out their duties, Information Technology staff may from time to time inadvertently view the content of data packets leaving or entering the college network via the firewall.

## 2.7 Remote Access to Fleming College Network

Once a user accesses the Fleming ICT network remotely, this Appropriate Use Policy applies to their usage.

### **3.0 PHYSICAL FACILITIES SECURITY**

ICT equipment is the property of the College. No person or persons will, by any willful or deliberate act, jeopardize the integrity of ICT equipment, systems software programs or other stored information and data. Any action or attempt by a user to subvert or disrupt the functioning of any ICT equipment is prohibited.

### **4.0 SOFTWARE SECURITY**

Software and personal files are intellectual property and thus are subject to copyright law. Installation and/or extraction of software on the Fleming ICT Network are subject to the applicable software license. The College will assist any software supplier with just cause, to prosecute any individual violating software copyright laws. It is the responsibility of users to familiarize themselves with their responsibilities and limitations under each End User License Agreement (EULA).

Users must not attempt to:

- i) Access and use software belonging to or licensed to other users or to Fleming College without proper authorization to do so.
- ii) Move or copy programs, subroutines and any other forms of software from one computing system to another without proper authorization.
- iii) Install or use software on the Fleming ICT Network for which the user does not have authorization under the EULA.
- iv) Distribute, sell or otherwise make available software when such activity is prohibited by the license agreement for that software.
- v) Access data or information stored on College-owned computers without the permission of the owner or custodian of that information.

### **5.0 FLEMING COLLEGE ICT INFRASTRUCTURE SUPPORTED WEBSITES**

Employee and student information is protected under the Freedom of Information and Protection of Privacy Act. When posting materials that could be accessed via the Portal or external website, authors will comply with FOI and copyright requirements along with college approved design standards.

### **6.0 ICT SOFTWARE/HARDWARE ACQUISITION**

All ICT purchases for the College must be coordinated with the Information Technology Department. All ICT resources acquired by the College are the property of the College and will be operated, maintained and administered by the College to maximize its benefits.

### **7.0 ACTIONS TO BE TAKEN ONCE A POTENTIAL AUP VIOLATION HAS BEEN REPORTED**

- 1) The CIO or designate confirms that there is a real or potential violation of the AUP.
- 2) Through phone or email a request is made to the appropriate IT staff to immediately disable access to the user's account. If the request is made via the phone it must be followed up by a documented request by email within 12 hours. The user account will be flagged and an AUP violation number is created. The AUP violation log is updated to include:
  - AUP violation number
  - Date and time of reported violation
  - Person reporting the violation
  - A brief description of the user behaviour or reason that lead to the suspicion or allegation of violation.

- Any other information relevant to the specific incident.
- 3) A copy of all activity (data, files, browser history, login history, desktop activity) associated with the account is produced and stored in an alternate, secure location.
- 4) In the case of an alleged employee AUP violation the supervisor will be contacted.
- 5) In the case of an alleged student AUP violation the procedures through the Student Rights and Responsibilities Policy will be invoked.

## **8.0 RESPONSIBILITIES**

### **8.1 Individual Users**

Responsible use of ICT services and facilities require that users:

- i) Respect the legal protection provided by copyright and license to programs and data.
- ii) Respect the rights of others by complying with copyright laws regarding intellectual property.
- iii) Respect the rights of others by complying with the College's Harassment & Discrimination Prevention Policy.
- iv) Respect the rights of others by preserving the privacy of personal data to which they have access.
- v) Respect the integrity of ICT systems and data; for example, by not intentionally developing programs or making use of already existing programs that harass other users, or infiltrate a computer or computing system, and/or damage or alter the software components of a computer or computing system, or gain unauthorized access to other facilities accessible via the network or web.
- vi) Use ICT facilities in a manner which is consistent with the ethical principles set forth by the College.
- vii) Respect and adhere to any local, provincial or federal law which may govern use of these information and communication technology facilities in Canada. These include, but are not limited to, the Criminal Code of Canada, the Ontario Human Rights Code, the Ontario Freedom of Information and Protection of Privacy Act.
- viii) Must not attempt unauthorized access to ICT installations outside of Fleming College using Fleming's ICT facilities.
- ix) Use ICT resources at all times in a manner that is consistent with the College's best interests, this Policy and all applicable laws.

### **8.2 Chief Information Officer or Designate**

Serves as the College ICT Complaints and Hearing Officer and ensures that any inappropriate use of the Fleming ICT is dealt within a timely and efficient manner.

### **8.3 Director, Information Technology or Designate**

Responsible for reviewing all ICT based technology plans and proposals to ensure that they are compliant with international standards and ICT principles established at Fleming College, and that they can subsequently be implemented.

## **Related Documents**

- *Harassment and Discrimination Prevention, Policy #3-311*
- *Student Rights and Responsibilities, Policy #5-506*
- Freedom of Information and Protection of Privacy legislation
- Software Copyright
- Residence Reznets Guidelines

## Appendices

N/A

## Monitoring of Operating Procedure

Next Review: 2016

Responsibility of: *Chief Information Officer*

### Procedure Review Summary:

Section and Month date, year

Person/Department/Committee

Section and Month date, year

Person/Department/Committee

**ADMINISTRATIVE OPERATING PROCEDURE**

<b>Procedure Title:</b>	<b>AUP and accessing another user's data</b>
<b>Procedure ID:</b>	#6-601 OP
<b>Approved by Executive Leaders Team:</b>	<i>Original:</i> ELT <i>Revisions:</i> N/A
<b>Effective Date:</b>	June 1 <sup>st</sup> 2017
<b>Next Review Date:</b>	<i>Scheduled for 2 years</i>
<b>Monitoring Responsibility:</b>	CIO / ITS
<b>Linked to a College Policy:</b>	x Yes # 6-601 <i>Information and Communications Technology (ICT) Appropriate Use Policy</i> <input type="checkbox"/> No

**Policy Statement**

The College's Appropriate Use Policy (AUP) outlines exceptions to user privacy and subsequent access to a user's data by others.

Under Authorised Use Policy 6-601 > Section: 1.1

Exceptions to user privacy and subsequent access to user data exists as follows:

- To engage in technical maintenance repair and management
- To meet a legal requirement to produce information, including by e-discovery
- To ensure continuity of work (e.g. employee is sick or injured and work needs to be retrieved)
- To prevent misconduct and ensure compliance with the law

In such cases access to personal data shall only be given with due diligence of requesting such access via the CIO or in their absence a delegated authority.

This procedure defines the actions and responsibilities of the College users when a request is made to access another users' account data. Such evolutions are often highly technical in nature. To maintain clarity within a complex subject, the technical aspects of the work are defined in appendix A of this document

**Scope**

**In Scope:** The granting of a privacy exception for one employee to access the data resources of another employee, such as email, H: drive, etc. These types of requests are not uncommon as they often occur when an employee is unexpectedly away from the workplace or when an employee leaves the College.

**Out of Scope:** This document does not describe the ITS protocol as it pertains to legal discovery, legal compliance, litigation hold, employee access termination upon employment termination, any sensitive employment issues, or technical maintenance repair & management of IT resources that contain or handle personal user data.

## Operating procedure

Each request can be highly specialised in nature covering a multitude of scenarios and technical solutions to achieve. Therefore the review and approval of such requests must come from a position that has the authority and context within which to balance policy vs business need. That is the CIO or delegated authority.

This procedure is built on the premise that no single user has absolute authority and ability to access another users' data. i.e. as the Policy holder on behalf of the College, exceptions are approved by the CIO but they should not have access to the actual tool set to conduct the search themselves.

The College will operate under the following principals

1. No single user has complete authority to approve and conduct a search
2. Requests for access to another users account may only come from an administrator.
3. Approval for access may only be granted by the CIO or in their absence their delegated authority after establishing the validity and need of the request.
4. If access is declined, a requestor should seek recourse via their ELT representative.
5. ITS will assess the request and only provide the minimum access to achieve the request
6. The administrator's actions when accessing another users data are subject to the Appropriate Use Policy
7. ITS will provide an auditable record of the actions taken, monitor status, and remove access within stated time lines
8. The user whose personal data has been accessed will be notified by ITS defining what access was given, to who, and why.

ITS will provide the following access services:

- access to personally assigned network space and, or, create new space for local user
- 'proxy' access to email account and, or, create new email account
- forwarding of email from one personal account to another
- monitoring and follow up to each request

Changes in technology are commonplace and services will adapt as tools and skillsets allow. Therefore the full procedure of ITS actions are detailed in annex A.

### Related Documents

- College Policy #6-601, *Information and Communications Technology (ICT) Appropriate Use Policy*

### Appendices

Forms that are generated by this operating procedure are listed and included with the document.

- Appendix A – Protocol for Proxy Access to Personal User Data

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### History of Amendments/Reviews:

Section(s)	Date	Comments
e.g. New procedure	June 2017	• ELT approval of operating procedure (date of meeting)
e.g. Procedure reviewed and revised	Month year	• ELT approval of operating procedure (date of meeting)

# AUP: Protocol for Proxy Access to Personal User Data

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## **Document Information**

<b>Document Title</b>	AUP: Protocol for Proxy Access to Personal User Data
<b>Department</b>	ITS
<b>Owner</b>	Roger Fitch, CIO
<b>Author(s)</b>	Paul Marchant, ITS Operations Manager
<b>Publish Location</b>	<a href="https://department.flemingcollege.ca/its/attachment/###/download">https://department.flemingcollege.ca/its/attachment/###/download</a>
<b>Revision Date</b>	13-May-2016
<b>Version #</b>	1.0
<b>Document Status</b>	PUBLISHED

## **Document History**

<b>Version</b>	<b>Date</b>	<b>Details</b>
1.0	13-May-2016	Initial version. /pm



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# 1 Objectives

This protocol is linked to College procedure <insert number here> and defines the specific actions ITS services take when granting an exception to User privacy for business continuity reasons.

**In Scope:** This document describes the ITS protocol & controls used when implementing proxy access to personal data. For example, the granting of a privacy exception for one employee to access the data resources of another employee, such as email, H: drive, etc. These types of requests are not uncommon as they often occur when an employee is unexpectedly away from the workplace or when an employee leaves the College.

**Out of Scope:** This document does not describe the ITS protocol as it pertains to legal discovery, legal compliance, litigation hold, employee access termination upon employment termination, any sensitive employment issues, or technical maintenance repair & management of IT resources that contain or handle personal user data.

# 2 Protocol Overview

<b>Protocol Name:</b>	<b>AUP: Protocol for Proxy Access to Personal User Data</b>
<b>Owner:</b>	CIO, Roger Fitch
<b>Points-of-Contact:</b>	IT Operations Manager, Paul Marchant IT Customer Services Manager, Barry Knight

## 2.1 Roles & Constraints

- **Requestor:** a **College Administrator** who initiates the request for an exception to the privacy of a network user.
- **Source User:** the network user account of a real-person whose personal user data is being accessed by others.
  - If the Source User is an employee of the College, the Requestor must be the manager of the Source User, either directly or by organizational hierarchy.
  - If the Source User is a student or third-party, the CIO will decide who is an appropriate Requestor is based on the specific circumstance.
- **Target User(s):** the user(s) who is/are receiving the privileged to access the personal data of the Source User. May or may not be the same as or include the Requestor.
- **NSA:** ITS staff who implements the systems changes to provide/facilitate access and subsequent removal.
- **Telecom Administrator:** ITS staff who implements the voice-mail password reset deliverable as required.
- **CIO (or designate):** approver of user privacy exception. In the CIO's absence, designated approvers are the Director of ISG or the VP Finance.
- **IT Customer Services Manager:** monitor and communicates the upcoming expiration of the privileges to the Requestor and Target User(s).

## **2.2 Privilege Access Deliverables**

Depending on the circumstance and specific business continuity need, (e.g. redirecting new inquiries versus access to historical data), the Requestor, (in consultation with ITS as needed), indicates which type of access is needed:

- Provide the Requestor with a **new voice-mail password** in order to change greeting & access voice-mails.
- Email Server Administrator (NSA) configures the **out-of-office email responder**, (internal and/or external incoming emails) to the message(s) provided by the Requestor.
- Email Server Administrator (NSA) configures an automatic **forward (and retain) a copy of new incoming email** to alternate recipient(s) as specified by the Requestor.
- **Read-only access to a user's H:\ drive** for Target User(s).
- **Proxy access to a user's email mailbox** for Target User(s), excludes "Send As" abilities.

## **2.3 Protocol Oversight**

At the ITS Leaders weekly meeting, the AUP Request bucket within the ticket system will be reviewed with respect to:

- New AUP Requests
- Requests pending CIO approval
- Upcoming access expirations
- Timely removal of access privileges

### 3 Process Steps

1. Request: The Requestor initiates the request, expressing the need & circumstance for the Target User(s) to be granted specific Privilege Access Deliverables belonging to a Source User.
2. Handling: The request should come in the form of an email to [aup@flemingcollege.ca](mailto:aup@flemingcollege.ca) in order to automatically create a new ticket in the AUP bucket of the IT Ticket system. An NSA will be set as the owner of the ticket and responsible for bringing the in-queue request to the attention of the CIO. The IT Customer Services Manager will be set as a watcher of the ticket.

(If the CIO or one of the IT Leaders is emailed directly regarding an AUP request, it will be forwarded to this email address. If request comes in as a regular ITS Support Ticket it will be moved to the AUP bucket.)

3. Approval: The CIO or designate will indicate to the NSA in writing if approval is granted.
4. Implementation: The NSA will proceed to implement the approved access & log via the ticket the particulars of how the access was granted and the date it was given. The NSA will advise Requestor & Target User(s) of the newly provisioned access and provide them with instructions on how to access/connect to the Source User's data resources.

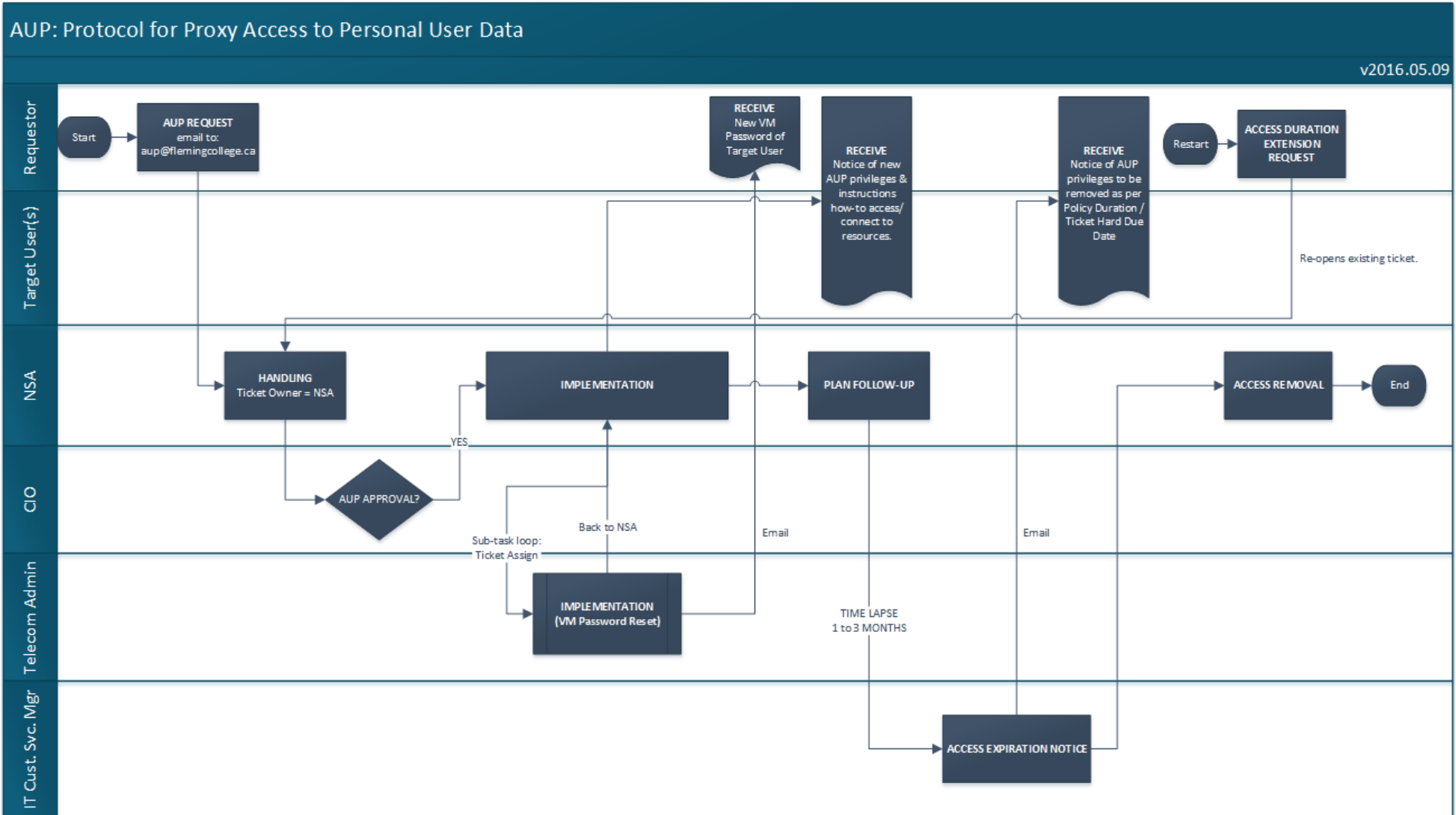
Note: If a voice-mail password reset is required, the ticket will be assigned to the Telecom Administrator to implement this deliverable and advise only the Requestor of the new voice-mail password. Once this portion is complete, the Telecom Administrator will assign the ticket back to the NSA.

5. Plan Follow-up: The NSA will set:
  - a. Status to Waiting for Reply
  - b. Ticket Owner as IT Customer Services Manager
  - c. Hard Due Date will be set by the NSA with the appropriate duration:
    - ☐ 1 month for full proxy account access
    - ☐ 3 months for mailbox proxy of forwarding access

6. Access Expiration Notice: Time elapses and 5-business days before Hard Due Date arrives:
  - a. The IT Customer Services Manager Administrator will notify the Requestor and Target User(s) via email that the AUP privileges will be removed on the Hard Due Date as per the duration specified by the AUP Policy.
  - b. IT Customer Services Manager will set the Ticket Owner as the NSA once the notice has been sent.
  
7. Access Removal: Unless the CIO has indicated to the NSA in writing than an extension is granted, the NSA is to proceed to remove the AUP provisioned access on the Hard Due Date. The NSA will log the access removal actions via the ticket and set the ticket status to Closed.

Note: Access Duration Extension Request: During or after Access Expiration Notice or Access Removal steps (6 & 7) have occurred, the Requestor may indicate that an extension is needed and the reason why. Regardless of ticket status, the existing AUP Ticket will be re-opened & re-used for subsequent duration extension request(s). An NSA will be set as the owner of the ticket, the ticket status set to 'open', and the NSA is again responsible for bringing the in-queue extension request to the attention of the CIO. From there, the process above will resume at step 3.) Approval.

### 3.1 Swim Lane Diagram



## COLLEGE POLICY

<b>Parking and Traffic</b>	
<b>Policy ID:</b>	#4-426
<b>Manual Classification:</b>	Section 4 – Finance and Facilities
<b>Approved by:</b>	Board of Governors <span style="float: right;">BoG April 29-2015 #5</span>
<b>Effective Date:</b>	May 1, 2015
<b>Next Policy Review Date:</b>	May 2020
<b>Administrative Contact for Policy Interpretation:</b>	Vice-President Finance and Administration
<b>Linked to an Operating Procedure:</b>	<input checked="" type="checkbox"/> Yes #4-426 OP <span style="float: right;"><input type="checkbox"/> No</span>

### Policy Statement

The grounds of Fleming College are private property including all parking areas, parklands, roads and pathways.

The College reserves the right to control parking and traffic on the campus, to prohibit access to any vehicle and to restrict parking or driving privileges at any time, in any parking lot, for emergencies, construction or other operational purposes.

Fleming College has no legal obligation to provide parking accommodations and assumes no responsibility for any damage or loss of a vehicle or its contents.

In general, the regulations for safe operation of a vehicle as described in the *Highway Traffic Act of Ontario* shall be the guidelines for safe operation of a vehicle on Fleming College property.

All persons operating a motor vehicle on campus are required to have a valid driver's license and liability insurance for their vehicle.

### Purpose

This policy will provide clear direction and regulation for the safe and orderly movement and parking of vehicles at all Fleming College Campuses.

### Scope

This policy shall apply to all students, employees, third party contractors and visitors to all Fleming College Campuses.

### Definitions/Acronyms

N/A

### General Principles

This policy and associated regulations will be based on the following three principles:

1. Promoting the safe movement of vehicles through and around campus and providing safe and welcoming parking areas for students, employees and visitors.



2. The fair application and enforcement of this policy and any of the associated regulations or procedures.
3. Parking shall be operated as an ancillary service which generates sufficient revenue for operational costs, capital investments and a reasonable contribution to the College for overhead costs related to administrative support.

#### **Related Documents**

- Administrative Operating Procedure #4-426OP, *Parking and Traffic Procedure*
- College Policy #4-402, *Community Access to College Facilities*
- College Policy #4-423, *Campus Security*
- Parking Regulations – Security and Parking Services
- Highway Traffic Act of Ontario

#### **Appendices**

N/A

#### **Summary of Amendments/Reviews:**

<b>Section(s)</b>	<b>Date</b>	<b>Comments</b>
New policy		

## ADMINISTRATIVE OPERATING PROCEDURE

<b>Procedure ID:</b>	<b>Parking and Traffic Procedure</b>	
	#4-426 OP	
<b>Approved by:</b>	Executive Leaders Team	June 17, 2014
<b>Effective Date:</b>	May 1, 2015	
<b>Next Review Date:</b>	May 2018	
<b>Monitoring Responsibility:</b>	Director, College Facilities	
<b>Linked to a College Policy:</b>	<input checked="" type="checkbox"/> Yes # 4-426	<input type="checkbox"/> No

### Policy Statement

The grounds of Fleming College, including all parking areas, parklands, roads and pathways, are private property.

The College reserves the right to control parking and traffic on the campus, to prohibit access to any vehicle and to restrict parking or driving privileges at any time, in any parking lot, for emergencies, construction or other operational purposes.

Fleming College has no legal obligation to provide parking accommodations and assumes no responsibility for any damage or loss of a vehicle or its contents.

In general, the regulations for safe operation of a vehicle as described in the *Highway Traffic Act of Ontario* shall be the guidelines for safe operation of a vehicle on Fleming College property.

All persons operating a motor vehicle on campus are required to have a valid driver's licence and liability insurance for their vehicle.

### Definitions/Acronyms

N/A

### Operating Procedure

#### 1.0 POLICY ADMINISTRATION

The Manager, Public Safety and Parking has the overall responsibility for the administration of this policy and the associated regulations as well as other matters pertaining to the ongoing operation of Parking Services at Fleming College.

#### 2.0 PARKING & TRAFFIC REGULATIONS

Detailed regulations regarding parking and traffic movement shall be created and made publicly available. The regulations shall include:

1. Direction to students, employees and visitors on the available types of parking.
2. A schedule of parking fees associated with the various types of parking.
3. A list of parking violations, penalty fees and enforcement actions.
4. A two-step appeal process and associated procedures.

### 3.0 POLICY ENFORCEMENT

The Manager, Public Safety and Parking shall have overall management responsibility for the enforcement of this policy, the associated regulations and the appeal process.

Campus Security Guards will have the primary responsibility for the issuing of Violation Notices for parking and traffic related infractions.

#### Related Documents

- College Policy #4-426, *Parking and Traffic*
- College Policy #4-402, *Community Access to College Facilities*
- College Policy #4-423, *Campus Security*

#### Appendices

- Appendix A – Sutherland Student Parking Application
- Appendix B – Frost Student Parking Application
- Appendix C – Full-Time Employee Parking Application
- Appendix D – Part-Time Employee Parking Application
- Appendix E – Payroll Deduction Form
- Appendix F – Parking Violation Notice Appeal Form

#### Summary of Amendments/Reviews:

Section(s)	Date	Comments
New procedure		



## Appendix B to Operating Procedure 4-426 OP: *Frost Student Parking Application*

### Person and Vehicle Information

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Student #: \_\_\_\_\_

Program: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_

Plate #: \_\_\_\_\_

Please circle your preferred parking option:

Permit Type	Access to Lots	Monthly	1 Semester	2 Semesters	3 Semesters
General	A, B, D, C, E	\$60	\$240	\$365	\$450
Economy	G	\$40	\$160	\$260	\$325
Residence Only	R	\$60	\$240	\$365	\$450

**Special Note:** For Programs that are less than 16 weeks long (e.g. Heavy Equipment), please see the staff at the Information Booth for information about pro-rated parking rates & options.

I am aware of the Parking Regulations and that copies are available at the Information Booth and on the College Portal. By purchasing this permit I agree to abide by these regulations.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OFFICE USE ONLY				
Hang Tag#:	Receipt:	Card#:	Expiry Date:	
Notes:				
<b>Monthly Permit Renewal Tracking</b>				
Payment Date	Tag#	Expiry Date	Payment Initial	Staff Initial

## Appendix C to Operating Procedure 4-426 OP: *Full-Time Employee Parking Application*

### Person and Vehicle Information

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_  
 Employee #: \_\_\_\_\_ Department: \_\_\_\_\_  
 Vehicle Make: \_\_\_\_\_ Plate #: \_\_\_\_\_

Please circle your preferred parking option:

Permit Type	Sutherland Lots	Frost Lots	Monthly	1 Semester	2 Semesters	Annual
Premium	Maple, Spruce	N/A	N/A	N/A	N/A	\$600
General	Ash, Aspen, Birch, Oak	A, B, C, D, E	\$60	\$240	\$365	\$450
Economy	Beech, Cedar	G	\$40	\$160	\$260	\$325

**Please Note:** In the event that you lose or forget your hanging tag or access card, you are required to come to the Information Booth to get a replacement or temporary pass. Parking in the Pay & Display Lot and is not an option unless you pay at the machine. A \$30.00 replacement fee will apply to lost permits.

Fleming College reserves the right to control parking and traffic on campus, to restrict or prohibit access to any lot and to change the designation of any parking lot to meet operational requirements.

I am aware of the Parking Regulations and that copies are available at the Information Booth and on the Parking website. By purchasing this permit I agree to abide by these regulations.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OFFICE USE ONLY			
Hang Tag#:	Receipt:	Card#:	Expiry Date:
<b>Notes:</b>			
Monthly Permit Renewal Tracking			
Payment Date	Expiry Date	Initials	Staff Initial

**Appendix D to Operating Procedure 4-426 OP: *Part-Time Employee Parking Application***

**Person and Vehicle Information**

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Employee #: \_\_\_\_\_

Department: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_

Plate #: \_\_\_\_\_

Please circle your preferred parking option:

Permit Type	Sutherland Lots	Frost Lots	Monthly	1 Semester	2 Semesters	Annual
Premium	Maple, Spruce	N/A	N/A	N/A	N/A	\$600
General	Ash, Aspen, Birch, Oak	A, B, C, D, E	\$48	\$192	\$292	\$360
Economy	Beech, Cedar	G	\$32	\$128	\$208	\$260

**Please Note:** In the event that you lose or forget your hanging tag or access card, you are required to come to the Information Booth to get a replacement or temporary pass. Parking in the Pay & Display Lot and is not an option unless you pay at the machine. A \$30.00 replacement fee will apply to lost permits.

Fleming College reserves the right to control parking and traffic on campus, to restrict or prohibit access to any lot and to change the designation of any parking lot to meet operational requirements.

I am aware of the Parking Regulations and that full copies are available at the Information Booth and on the Parking website. By purchasing this permit I agree to abide by these regulations.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OFFICE USE ONLY			
Hang Tag#:	Receipt:	Card#:	Expiry Date:
Notes:			
Monthly Permit Renewal Tracking			
Payment Date	Expiry Date	Initials	Staff Initial





**Appendix F to Operating Procedure 4-426 OP: *Parking Violation Notice Appeal Form***

To appeal a Fleming College Parking Violation Notice, please complete this form and submit it at the Information Booth at either the Frost or Sutherland Campus. Appeals must be submitted within 5 working days of the date the Parking Violation Notice was issued. Appeals submitted more than 5 working days after the offence notice was issued will not be reviewed or processed.

Name: (first and last)		Student/Employee#:	
Violation Notice#:		Date Notice Issued:	
Email Address:		Contact Phone #:	

Please provide a detailed reason for your appeal:

**Parking Staff Use Only**

Staff Name:		Date Received:	
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Decision:

**Manager, Public Safety and Parking Use Only**

Reviewed By:		Date Received:	
--------------	--	----------------	--

Decision:

**SIR SANDFORD FLEMING COLLEGE  
POLICY MANUAL**

POLICY NO. 4-412	APPROVED BY: BOARD OF GOVERNORS
PAGE NO. 1 OF 1	SUPERCEDES: 93-10
DATE APPROVED: March 8, 1995	
<b>SUBJECT: SAFETY</b>	

Sir Sandford Fleming College is committed to the protection of its employees against work-related injuries and illnesses.

In fulfilling this commitment, Sir Sandford Fleming College will provide and maintain a safe and healthy work environment, as is required to meet industry standards, and in compliance with legislative requirements. We will strive to eliminate workplace hazards which may result in personal injuries/illnesses, property damage and property loss.

Health and safety is the direct responsibility of all managers and workers alike. Accidental loss can be controlled through good management in combination with active employee involvement.

All employees will be equally responsible for minimizing accidents within our facility. Job practices and procedures will be clearly defined and available for all employees to follow.

All employees will perform their jobs properly, in accordance with established procedures and operating philosophy.

I trust that all of you will join me in a personal commitment to health and safety as a way of life.

*Original Signed by Brian Desbiens  
and posted in lounges*

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Date

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Brian D. Desbiens

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## **PROCEDURE: SAFETY 4-412**

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### **1.0 DEFINITIONS**

(from the Occupational Health & Safety Act) ... for clarification of the wording in Sir Sandford Fleming College's Policy Manual.

1.1 "The Act" - "Occupational Health & Safety Act"

1.2 "Competent Person" - means a person who:

i) is qualified because of knowledge, training and experience to organize the work and its performance.

ii) is familiar with this Act and the regulations that apply to the work, and

iii) has knowledge of any potential or actual changes to health or safety in the workplace.

1.3 "Reasonable"- e.g. (taking every precaution reasonable in the circumstance)

i) past practice

ii) accepted established standards and regulations in industry

iii) establish new methods/to look forward

1.4 "Shared Ownership" - Employer>Supervisor>Workers

1.5 "Supervisor" - means a person who has charge of a workplace or authority over a worker.

1.6 "Workplace" - means any land, premises, location or thing at, upon, in or near which a worker works.

1.7 "Worker" - means a person who performs work or supplies services for monetary compensation.

## **2.0 ACCOUNTABILITY**

Accountability is recognized by Sir Sandford Fleming College as shared ownership by:

### **2.1 THE EMPLOYER**

- i) The President of Sir Sandford Fleming College, as the employer, will ensure & promote a safe and healthy working environment as a priority in every campus activity.
- ii) The Employer shall:
  - a) Ensure that reasonable precautions are taken to promote the health and safety of all employees.
  - b) Participate in the shared ownership of a safe and healthy working/learning environment.
  - c) Maintain responsibility for compliance with Federal and Provincial Legislations.
  - d) Provide financial support to equip workers with required protective equipment, clothing and devices, and ensure its proper usage.
  - e) Provide for health & safety training and education of employees on a continual basis, including First Aid & WHMIS, and as legislation changes.
  - f) Post a copy of the current Occupational Health & Safety Act in a conspicuous location at every campus or workplace where it is most likely to come to the attention of all employees.
  - g) Make, or cause to be made, a current inventory of all hazardous materials and all physical agents that are present in the workplace, and ensure that all required Material Safety Data Sheets are less than 3 years old.
  - h) Ensure that supervisors are competent as defined under the Act.

Ensure that a person appointed as a supervisor is:

I. qualified because of his/her knowledge, training and experience to organize the work and its performance,

II. familiar with the provisions of the Occupational Health and Safety Act and the regulations that apply to the work, and

III. has knowledge of any potential or actual danger to health or safety in the workplace."

A person so qualified is defined as being "competent" in the Act.

i) Upon receiving written recommendations on health and safety matters from a committee, will implement them within 21 days, or in writing respond with alternative approaches or justification for non-implementation.

## **2.2 SUPERVISORS**

i) The immediate supervisors of College employees are the principal agents for the implementation and control of the Sir Sandford Fleming College Health & Safety Policy, and the procedures relating to it.

ii) Management employees chosen by the employer to supervise workers will be competent persons because they are knowledgeable and familiar with potential hazards that their workers are exposed to, or are likely to be exposed to.

### **iii) A Supervisor Shall:**

a) Ensure that workers perform their work in an appropriate manner in accordance with the Occupational Health & Safety Act and other regulations, whereby protective equipment, clothing and/or devices will be properly worn.

b) Where prescribed, provide written instructions as to the proper procedures to be followed to ensure protection of the worker.

- c) Advise workers of the existence of potential hazards, or actual dangers in the workplace.
- d) Provide workers with training and educational opportunities to keep abreast of potential hazards and procedures relating to their protection.
- e) Respond to the Health & Safety Committee's recommendations, within the time frame specified by the Act. (21 days). The response must include schedules for implementation or justification for non-implementation, or for implementing alternative actions.
- f) Accompany Health & Safety Committee members during workplace inspections.
- g) Report potentially hazardous conditions in the workplace to the Health & Safety Committee.
- h) Annually review health & safety related procedures concerning their area(s) of immediate responsibility.

### **2.3 FACULTY & SUPPORT STAFF**

- i) The effectiveness of a safety program is dependent upon appropriate preparedness and the attitude of all workers to be reflected in safe work practices for duplication by our students.

#### **Workers Shall:**

- a) Perform and fulfil job responsibilities in accordance with the Occupational Health & Safety Act and other regulations, whereby protective clothing, equipment and/or devices will be properly utilized or worn. Act as leaders in promoting a positive attitude toward safety for students, while providing them with College & curriculum specific safety training.
- b) Report hazards and potential hazards and any visible contraventions of the Act to their immediate supervisors.
- c) Provide assistance to Health and Safety Committee members as required.
- d) Become familiar with and comply with College emergency procedures and other health and safety related policies and procedures.

- e) Refrain from inappropriate conduct that may endanger themselves or others.
- f) Refrain from the removal of protective devices or parts of machinery without providing for adequate temporary protection for themselves and others.
- g) Refrain from operating equipment or devices in a manner that could potentially endanger themselves or others.
- h) Wherever possible, incorporate safety in the education of our students.
- i) Ensure that students are informed of health and safety issues for their particular areas of study and work.

#### **2.4 THIRD PARTIES**

- i) Organizations or individuals must conform to current Health & Safety Regulations & Legislations directly as well as College Health and Safety Policies & Procedures.
- ii) The liaison person for the College must ensure that third parties comply with all Health & Safety guidelines.

### **3.0 JOINT HEALTH AND SAFETY COMMITTEES**

3.1 There will be a Joint Health and Safety Committee for Sutherland Campus (Included in Sutherland is Brealey, McDonnel, McRae and Cobourg) and for Lindsay Campus (Included in Lindsay is Frost and Haliburton).

- i) The composition, operation, and functions of the two Joint Health and Safety Committees will be reviewed annually to identify any amendments to policies.
- ii) Campuses that regularly employ less than twenty workers but more than five will be represented by one worker and one management representative. Representatives will be elected by the workers at each workplace and maintain the same commitment to improving health and safety conditions in the workplace, by actively participating in workplace inspections and investigations. Management representative may be appointed.

3.2 Each campus committee (Sutherland and Lindsay) will meet the minimum requirements of having two certified members. At least one management and one worker.

3.3 At least one certified worker committee member and at least one certified management committee member, will be designated as "The Certified Representatives" for their respective groups on the committee, and they will have the specified responsibilities as per the Act and the Collective Agreements.

3.4 Decisions and recommendations will be arrived at by consensus of the entire Joint Health & Safety Committee.

## **4.0 CAMPUS JOINT HEALTH AND SAFETY COMMITTEES**

### **4.1 COMMITTEE COMPOSITION**

i) There will be at least four members on the committee and it should be large enough so that the health and safety concerns of the entire campus are represented.

ii) At least 50% of the members of the committee must represent the workers and the remaining 50% of the committee will be supervisors appointed by management (ie: Vice President of Finance and Administration).

iii) The committee may invite representatives from College organizations or specialists to attend meetings as observers and/or advisors.

iv) The names and work locations of the committee members must be posted in the workplace, where they are most likely to be seen by the workers.

v) The worker committee members will serve on the committee for a term of two years, with half of the committee to have their term of office end in March each year. Certified members shall be a member of the Committee.

### **4.2 COMMITTEE OPERATION**

i) The committee will report to the President of the College through the Executive Director of Finance & Facilities.

ii) The committee shall meet at least monthly rotating between campuses.



iii) The committee must be co-chaired by a member chosen by the representatives of the workers and the other by members who exercise managerial functions.

iv) As specified under the Act, members of the committee must observe basic rules of confidentiality regarding information about tests or enquiries, or names of any person from whom information was received. Information regarding names or programs will be treated as strictly confidential unless written permission is given by the person(s) involved to disclose the information.

v) An Agenda shall be prepared and circulated no later than three days before each meeting.

vi) The Draft Minutes of the previous meeting will be prepared and circulated to the members one week before each meeting.

vii) The Draft Minutes of the previous meeting will be discussed and if necessary amended, then approved at the Meeting. They will then be signed by both co-chairs and if amended, corrected and then distributed within a week to all members of the committee. A copy of the approved Minutes will be distributed to the Director of Finance & Facilities.

Facilities, and other locations as deemed necessary by the Joint Health & Safety Committee, and also made available on request to an inspector of the Ministry of Labour.

## **5.0 HEALTH & SAFETY COMMITTEE FUNCTIONS**

### **5.1 COMMITTEE FUNCTIONS**

i) The Committee's principal functions will be to identify any potential hazards, to evaluate these potential hazards, to recommend to management corrective actions that could be taken, and then to follow up on the implemented recommendations.

ii) Committee members are available to receive employee concerns, complaints and recommendations and provide input into any existing or proposed health and safety programs.

### **5.2 WORKPLACE INSPECTIONS**

- i) Workplace inspections will be conducted in accordance with the Occupational Health & Safety Act, whereby the Health & Safety Committee members shall take part in workplace inspections.
- ii) The workplace will be inspected, at minimum, once per year, whereby sections of the workplace shall be inspected each month, until the entire workplace has been inspected.
- iii) Areas of the workplace that statistically report frequent hazardous conditions and/or accidents or injuries, as per Accident & Injury Reports, shall be inspected more frequently throughout the year at the direction of the Joint Health & Safety Committee.
- iv) A schedule of inspection locations and dates will be prepared by the Health & Safety Committee and distributed to management. The workplace inspection schedule will be reviewed annually.
- v) Inspection teams will be comprised of a minimum of two elected members of the committee and the manager (or designate) to inspect the area scheduled. If possible at least one member shall be a certified worker.
- vi) A copy of all Workplace Inspection Reports is to be sent to the Vice President Director of Finance & Facilities and appropriate areas for action.

## **6.0 ACCIDENT REPORTING AND INVESTIGATION**

- 6.1 All accidents, injuries or incidents that could have resulted in an injury, occurring on Sir Sandford Fleming College property, or as a consequence of conducting Sir Sandford Fleming College business, will be reported, in accordance with College procedure(s).
- 6.2 All staff are required to ensure that any such incidents involving themselves, their students, their visitors, or anyone reporting to themselves are reported in accordance with the procedure(s).
- 6.3 Reporting will be on a standard report form designed for the College, which will be readily available to all staff from the area Manager or JHSC.
- 6.4 The Human Resources Department will maintain a central database of ALL incidents (accidents and near misses) which have been reported. Summary statistics, and other pertinent information, will be forwarded on a timely basis to JHSC's certified members.

6.5 Human Resources Department will publish an annual safety report based on an analysis of the year's reported incidents, as directed by JHSC.

6.6 All employees will receive an annual orientation regarding their responsibilities. Manuals and guidelines will be readily available.

## **7.0 COMMITTEE FINANCE**

7.1 An annual budget will be submitted by the Health & Safety Committee, Vice President of Finance & Facilities.

## COLLEGE POLICY

<b>Sexual Violence Prevention</b>	
<b>Policy ID:</b>	#3-343
<b>Manual Classification:</b>	Section 3 – Human Resources
<b>Approved by Board of Governors:</b>	<i>Original:</i> March 25, 2016
<b>Revision Date(s):</b>	December 14, 2016
<b>Effective Date:</b>	Replaces March 2016
<b>Next Policy Review Date:</b>	August 2019
<b>Administrative Contact for Policy Interpretation:</b>	<ul style="list-style-type: none"> <li>• Vice-President Human Resources and Student Services</li> <li>• Vice-President Finance and Administration</li> </ul>
<b>Linked to Operating Procedure:</b>	#3-343 OP <i>Sexual Violence Prevention</i>

**Policy Statement**

Sexual assault and sexual violence are unacceptable and will not be tolerated. Fleming College is committed to preventing sexual violence and creating a safe space for everyone in our College community. The College is expected to be a safe and positive space where members of the College community feel able to work, learn and express themselves in an environment free from sexual violence.

All reported incidents of sexual violence will be responded to in a manner that ensures procedural fairness. This policy's intention is to make individuals feel safe and enable them to make a report in good faith about sexual violence that they have experienced or witnessed.

We recognize that sexual violence can occur between individuals regardless of sexual orientation, gender, gender identity or relationship status as articulated in the Ontario Human Rights Code. We also recognize that individuals who have been affected by sexual violence may experience emotional, academic or other difficulties.

**Purpose**

This document sets out our policy and response procedure to sexual violence and ensures that those who experience sexual violence are believed and their rights respected; that the College has a process of fact finding that protects the rights of individuals; and holds individuals who have committed an act of sexual violence accountable.

**Scope**

It is the responsibility of all members of the College community to uphold the principles of this policy.

This policy and related operating procedure will apply in cases concerning students, employees, contractors and third party service providers as well as governors, volunteers or visitors of Fleming College:

1. occurring within or affecting people or property within the physical boundaries of the College;
2. occurring on or affecting College owned or controlled property, including student residences;
3. occurring with the use of computer and telephone systems, and College and private vehicles being used for college business or for travelling between work and study locations;
4. at a College-sponsored event;
5. occurring off-campus which are likely to have an impact on the working, living and/or learning environment at the College.

Incidents occurring off campus which have no or little likelihood of any impact on the working/learning/living environment at the College would be pursued by individuals through the regular external processes.

Reports by students regarding harassment or discrimination on the basis of any prohibited ground under the Ontario Human Rights Code may be addressed by College Policy #3-311, *Harassment and Discrimination Prevention*. Students who wish to make reports regarding inappropriate behaviour by students that is not on the basis of any prohibited ground, and is not related to sexual violence, are referred to College Policy #5-506, *Student Rights and Responsibilities*.

Issues related to other violent or threatening behaviour are addressed through College Policy #4-420, *Violence Prevention*.

## Definitions/Acronyms

**College Community:** Any person who studies, teaches, conducts research at or works at or under the auspices of the College, or student governments and includes, without limitation, employees or contractors; appointees (including volunteer board members); students, visiting scholars and any other person while they are acting on behalf of or at the request of the College.

**Complainant:** The person who reports a policy infraction, in this case, a person who reports sexual violence that they have been affected by.

**Respondent:** A person who is responding to a report of a policy infraction. In this case, a person who is responding after being named in a report of sexual violence.

**Sexual assault:** A criminal offence under the *Criminal Code of Canada*. Sexual assault is any type of unwanted sexual act done by one person to another that violates the sexual integrity of the victim and involves a range of behaviours from any unwanted touching to penetration. Sexual assault is characterized by a broad range of behaviours that involve the use of force, threats, or control towards a person, which makes that person feel uncomfortable, distressed, frightened, threatened, or that is carried out in circumstances in which the person has not freely agreed, consented to, or is incapable of consenting to.

**Sexual violence:** Any sexual act(s) targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation. Instances of sexual violence covered by this policy include those that occur in person, through a third party, or online.

**Sexual consent:** The voluntary and explicit agreement to engage in the sexual activity in question. It is the act of willingly agreeing to engage in specific sexual behaviour, and requires that a person is able to freely choose enthusiastically, at multiple stages, in a mutually agreed upon sexual experience. This means that there must be an understandable exchange of affirmative words, acts or gestures which indicates a willingness to participate. It is also imperative that everyone understands the following:

- Silence or non-communication must never be interpreted as consent and a person in a state of diminished judgment cannot consent.
- A person is incapable of giving consent if they are asleep, unconscious or otherwise unable to communicate.
- A person who has been threatened or coerced (i.e. is not agreeing voluntarily) into engaging in the sexual activity is not consenting to it.

- A person who is drugged is unable to consent.
- A person is usually unable to give consent when under the influence of alcohol and/or drugs (including prescription medication and over the counter medications that may interact with other drugs and/or alcohol).
- A person may be unable to give consent if they have an intellectual, developmental or physical disability preventing them from fully understanding the sexual acts.
- The fact that consent was given in the past to a sexual, dating, or domestic relationship does not mean that consent is deemed to exist for all future sexual activity.
- A person can withdraw consent at any time during the course of a sexual encounter.
- A person is incapable of giving consent to a person in a position of trust, power or authority, such as, a faculty member initiating a relationship with a student who they teach, or an administrator in a relationship with anyone who reports to that position.
- Consent cannot be given on behalf of another person.

It is the responsibility of the initiator of sexual activity to ensure clear and affirmative responses are communicated at all stages of sexual engagement. It is also the initiator's responsibility to know if the person they are engaging with sexually is a minor.

For more information on related terms, please see Administrative Operating Procedure #3-343 OP, *Sexual Violence Prevention*.

## **General Principles**

### **1. We are committed to:**

- 1.1 assisting those who have been affected by sexual violence by providing choices, including detailed information and support, such as provision of and/or referral to counselling and medical care, information about legal options, and appropriate academic and other accommodation;
- 1.2 ensuring that those who disclose an experience of sexual violence are believed, and that their right to dignity and respect is protected throughout the process of disclosure, fact finding and institutional response;
- 1.3 educating about, and addressing harmful attitudes and behaviours (e.g. adhering to myths of sexual violence) that reinforce that the person who experienced sexual violence is somehow to blame for what happened;
- 1.4 treating individuals who disclose sexual violence with compassion recognizing that they are the final decision-makers about their own best interests;
- 1.5 ensuring that on-campus (internal) fact finding procedures are available in the case of sexual violence, even when the individual chooses not to make a report to the police;
- 1.6 engaging in appropriate procedures for fact finding and adjudication of a report which are in accordance with College policies, standards and applicable collective agreements, and that ensure fairness and procedural fairness;
- 1.7 ensuring coordination and communication among the various departments who are most likely to be involved in the response to sexual violence on campus;
- 1.8 engaging in public education and prevention activities on the topic of sexual violence and bystander intervention;

- 1.9 providing information to the College community about our sexual violence policies and procedures;
- 1.10 providing appropriate education and training to the College community about responding to disclosure of sexual violence;
- 1.11 contributing to the creation of a campus atmosphere in which sexual violence is not tolerated; and
- 1.12 monitoring and updating our policies and procedures to ensure that they remain effective and in line with other existing policies and best practices.

## **2. Reporting and Responding to Sexual Violence**

- 2.1. Any employee at Fleming Community that becomes aware of, or witnesses an incident of sexual violence has a responsibility to report that behaviour to their Supervisor, via the online report form, to College Security and/or the Police as appropriate for the circumstances. Other members of the College community are strongly encouraged to report sexual violence incidents they witness or have knowledge of, or where they have reason to believe that sexual violence has occurred or may occur. In all instances, the survivor should be advised that a report will be made, and they will first be given the opportunity to make the report themselves (with or without employee support). If the employee is reporting an incident, the survivor's name will be kept anonymous if the survivor has not given express consent to disclose. Members who have been affected by sexual violence are encouraged to come forward to report as soon as they are able to do so.
- 2.2 Persons in a position of authority, including persons directing the activities of others, shall take immediate action to respond to, or to prevent sexual violence from occurring.
- 2.3 Where the College becomes aware of incidents of sexual violence that pose a risk to the safety of the College community, the College shall take all reasonable steps to ensure safety as a matter of priority.

## **3. Reporting and Fact Finding Process**

A report of sexual assault or any other kind of sexual violence can be filed under this Policy by any member of the college community. The decision making power is always with the survivor about whether they would like to disclose to anyone. If they choose to, they also decide which type of report they would like to make. This includes the choice to file an informal, formal and/or police report (see Administrative Operating Procedure #3-343 OP, *Sexual Violence Prevention* for more information).

Measures to ensure the emotional and physical safety of the survivor can and will be made (see Accommodations section 6 of Administrative Operating Procedure #3-343 OP, *Sexual Violence Prevention*).

The College will seek to achieve procedural fairness in dealing with all reports. As such, no sanction and/or disciplinary action will be taken against a person or group without their knowledge where there is a reported breach of this Policy. Respondents will be given reasonable notice, with full details of the report, and provided with an opportunity to answer to the report(s) made against them.

- 3.1 Right to Withdraw a Report: A complainant has the right to withdraw a report at any stage of the process. However, the College may continue to act on the issue identified in the report in order to comply with its obligation under this Policy and/or its legal obligations. If this is the case, the complainant always has the right to decide to no longer participate.

3.2 Protection from Reprisals, Retaliation or Threats: It is contrary to this Policy for anyone to retaliate, engage in reprisals or threaten to retaliate against a complainant or other individuals for:

- having pursued their rights under this Policy;
- having participated or co-operated in a fact finding process under this Policy; or
- having been associated with someone who has pursued rights under this Policy.

The College takes reasonable steps to protect persons from reprisals, retaliation and threats. This may entail, for example, advising individuals in writing of their duty to refrain from committing a reprisal and sanctioning individuals for a breach of this duty. The College may also address the potential for reprisals by providing an accommodation appropriate in the circumstances.

3.3 Multiple Proceedings: This policy does not preclude a complainant from initiating an alternative report procedure, for example, to use the police process (if the action warrants), launch a civil lawsuit, complain to the Human Rights Tribunal of Ontario, the Ministry of Labour, or to access the grievance procedures outlined in their collective agreements and the terms and conditions of their employment.

Where criminal and/or civil proceedings are commenced in respect of the report of sexual violence, the College shall conduct its own independent investigation into such reports, and make its own determination in accordance with this policy and its related procedure – as long as a formal college report has been made. Where there is an ongoing police investigation, the College will cooperate with local police. This would likely involve the College pausing their process to allow the police to do their investigation. The College will resume their process at the earliest time available.

3.4 Rights of the Complainant and the Respondent: The person who reports an experience of sexual violence (Complainant) has the right to provide supporting documents, call witnesses, and be notified about the outcome of any determination or appeal decision. The complainant also is protected from any questions about their manner of dress, sexual history, private counselling, or academic records.

The respondent has the right to provide supporting documents, call witnesses, and be notified about the outcome of the determination of findings and/or appeal decision. The respondent also has the right to only have a report substantiated based on a balance of probabilities (which means that it is either more likely or not likely that the incident(s) of sexual violence occurred as defined within the procedure). This is consistent with the burden of proof required by civil law and is different from the beyond a reasonable doubt burden required by criminal law.

Complainants and respondents may attend meetings with a (non-participating) support person. The College considers requests to attend meetings with additional support persons and with legal or other representation on a case-by-case basis, with a view to promoting a fair and expeditious process. The College may still question and expect direct answers from an individual who is being supported.

3.5 Unsubstantiated or Vexatious Reports: If a person, in good faith, discloses or files a sexual violence report that is not supported by evidence gathered during the fact finding process, that report will be dismissed.

Disclosures or reports that are found, following the fact finding process, to be frivolous, vexatious or bad faith reports, that is, made to purposely annoy, embarrass or harm the respondent, may result in sanctions and/or discipline against the complainant.



3.6 Record Keeping: All records resulting from formal Sexual Violence Prevention reports will be kept in a secure central registry, and are not a part of the academic record. Keeping these records will be the responsibility of the Administrator of the Sexual Violence Prevention Policy, under the direction of the Associate Vice-President Student Services. Access to these records will be restricted to appropriate College employees as per the Colleges' Access to Privacy Policy, or as may be required by law. All records will be kept according to College Policy #6-603, *Data Record Retention and Disposition*.

Statistical information on the number, nature and type of reports will be kept and reports will be filed annually by the Administrator of the Sexual Violence Prevention Policy. This information may be shared with the Ministry of Advanced Education and Skills Development in accordance with Schedule 3, section 17.7 of Bill 132 *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment)*, 2016.

Where the report has not been substantiated, no reference will be placed in the personnel or student file of either party. When an individual has made a report that is later found to have been vexatious or made in bad faith, and discipline has been imposed, a letter regarding the same will be placed in his/her personnel file or student file.

Once each year, an individual may appeal to the Vice-President Human Resources and/or Student Services to have the letter on file removed, a decision which is at the discretion of the College.

#### **4. Confidentiality**

Confidentiality is particularly important to those who have disclosed sexual violence. The confidentiality of all persons involved in a report of sexual violence must be strictly observed, and the College does its best to respect the confidentiality of all persons, including the complainant, respondent, and witnesses. The College will do this by restricting access to information for individuals without a need for such access, and by providing education and training to those who are regularly involved in the administration of reports and complaints. We will treat individuals who disclose sexual violence with compassion, recognizing that they are the final decision-makers about their own best interests.

However, confidentiality cannot be assured in the following circumstances:

- an individual is at imminent risk of self-harm;
- an individual is at imminent risk of harming another;
- there is a concern about the safety or welfare of a child; and/or
- there are reasonable grounds to believe that others in the College or wider community may be at risk of harm.

In such circumstances, the confidentiality of all persons involved in a report of sexual violence must be strictly observed, and the College does its best to respect the confidentiality of all persons, including the complainant, respondent, and witnesses. In such a case, the complainant has the right to choose not to participate in any investigation that may occur.

Where the College becomes aware of a report of sexual violence by a member of the College community against another member of the College community, the College may also have an obligation to take steps to ensure that the matter is dealt with in order to comply with the College's legal obligation and/or its policies to investigate such reports. In such cases, certain College administrators will be informed about the reported incident on a "need to know" and confidential basis, but not necessarily of the identities of the persons involved.

## 5. Publication and Training

The College will ensure awareness of this policy by:

- 5.1 Making the policy available to any existing and new members of the College. The full document will be posted on the Fleming website.
- 5.2 Providing training to all employees, ensuring those persons with managing, supervising, and leadership responsibilities are aware of their obligations under the policy and are able to implement its requirements.
- 5.3 Providing training to employees and student groups on the process for responding and addressing incidents of sexual violence, including specifics on bystander intervention.

## 6. Development and Approval of this Policy

- 6.1 The development of the current and future iterations of this policy will be reviewed in consultation with representatives of faculty, staff and student governing bodies for the provision and consideration of input from a diverse selection of Fleming College Community members. This policy will be reviewed every three years in accordance with review guidelines articulated in Bill 132 Schedule 3 of the Ministry of Training, Colleges and Universities Act.

### Related Documents

- *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment), 2016* and O.Reg. 131/16, *Sexual Violence at Colleges and Universities*
- Administrative Operating Procedure #3-343 OP, *Sexual Violence Prevention*
- College Policy #5-506, *Student Rights and Responsibilities*
- Administrative Operating Procedure #5-506 OP, *Student Rights and Responsibilities*
- College Policy #4-420, *Violence Prevention*
- Administrative Operating Procedure #4-420 OP, *Violence Prevention*
- College Policy #3-311, *Harassment and Discrimination Prevention*
- Administrative Operating Procedure #3-311, *Harassment and Discrimination Prevention*
- College Policy #4-412, *Safety*
- College Policy #6-601, *Information and Communication Technology Appropriate Use Policy*
- College Policy #6-603, *College Data Record Retention and Disposition*
- Academic Collective Agreement
- Support Staff Collective Agreement
- Ontario Human Rights Code
- Occupational Health and Safety Act
- Residence Community Standards (in Student Handbook)

### Appendices

N/A

### History of Amendments/Reviews:

Section(s)	Date	Comments
New policy	created 2015	Framework endorsed by Committee of Presidents • Board approval of policy (Resolution BoG March 25-2015 #6)
Full review - policy renamed	April through August 2016	Required as a result of new legislative requirements • Board approval of policy (Resolution BoG Dec14-2016 #1)

## ADMINISTRATIVE OPERATING PROCEDURE

<b>Sexual Violence Prevention</b>	
<b>Procedure ID:</b>	#3-343 OP
<b>Approved by Executive Leaders Team:</b>	<i>Original:</i> March 26, 2015
<b>Revision Date(s):</b>	October 2016
<b>Effective Date:</b>	Replaces March 2015
<b>Next Review Date:</b>	2018
<b>Monitoring Responsibility:</b>	Associate Vice-President Student Services
<b>Linked to College Policy:</b>	#3-343 <i>Sexual Violence Prevention</i>

**Policy Statement**

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**Complainant:** The person who reports a policy infraction, in this case, a person who reports sexual violence that they have been affected by.

**Respondent:** A person who is responding to a report of a policy infraction. In this case, a person who is responding after being named in a report of sexual violence.

**Sexual assault:** A criminal offence under the *Criminal Code* of Canada. Sexual assault is any type of unwanted sexual act done by one person to another that violates the sexual integrity of the victim/survivor and involves a range of behaviours from any unwanted touching to penetration. Sexual assault is characterized by a broad range of behaviours that involve the use of force, threats, or control towards a person, which makes that person feel uncomfortable, distressed, frightened, threatened, or that is carried out in circumstances in which the person has not freely agreed, consented to, or is incapable of consenting to.

**Sexual violence:** Any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual

harassment, stalking, indecent exposure, voyeurism and sexual exploitation. Instances of sexual violence covered by this policy include those that occur in person, through a third party, or online.

**Sexual consent:** The voluntary and explicit agreement to engage in the sexual activity in question. It is the act of willingly agreeing to engage in specific sexual behaviour, and requires that a person is able to freely choose enthusiastically, at multiple stages, in a mutually agreed upon sexual experience. This means that there must be an understandable exchange of affirmative words, acts or gestures which indicates a willingness to participate. It is also imperative that everyone understands the following:

- Silence or non-communication must never be interpreted as consent and a person in a state of diminished judgment cannot consent.
- A person is incapable of giving consent if they are asleep, unconscious or otherwise unable to communicate.
- A person who has been threatened or coerced (i.e. is not agreeing voluntarily) into engaging in the sexual activity is not consenting to it.
- A person who is drugged is unable to consent.
- A person is usually unable to give consent when under the influence of alcohol and/or drugs (including prescription medication and over the counter medications that may interact with other drugs and/or alcohol).
- A person may be unable to give consent if they have an intellectual, developmental or physical disability preventing them from fully understanding the sexual acts.
- The fact that consent was given in the past to a sexual, dating, or domestic relationship does not mean that consent is deemed to exist for all future sexual activity.
- A person can withdraw consent at any time during the course of a sexual encounter.
- A person is incapable of giving consent to a person in a position of trust, power or authority, such as, a faculty member initiating a relationship with a student who they teach, or an administrator in a relationship with anyone who reports to that position.
- Consent cannot be given on behalf of another person.

It is the responsibility of the initiator of sexual activity to ensure clear and affirmative responses are communicated at all stages of sexual engagement. It is also the initiator's responsibility to know if the person they are engaging with sexually is a minor.

### ***Other Relevant Terms***

**Age of consent for sexual activity:** The age at which a person can legally consent to sexual activity. In Canada:

- Children under 12 cannot consent to sexual acts
- 12 and 13 year-olds can consent to sexual activity with youth who are up to 2 years older
- 14 and 15 year-olds can consent to sexual activity with a person who up to 5 years older
- No person under the age of 18 is able to consent to being in sexualized pictures or videos

**Coercion:** In the context of sexual violence, coercion is unreasonable and persistent pressure for sexual activity. Coercion is the use of emotional manipulation, blackmail, threats, intimidation, or the promise of rewards or special treatment, to persuade someone to do something they do not wish to do, such as being sexual or performing particular sexual acts.

**Drug-facilitated sexual assault:** The use of alcohol and/or drugs (prescription or non-prescription) by a person to control, overpower or subdue a victim/survivor for purposes of sexual assault.

**Rape Culture:** A culture in which dominant ideas, social practices, media images, and societal institutions implicitly or explicitly condone sexual assault by normalizing, accepting or trivializing sexual violence and by blaming survivors for their experience.

**Survivor:** Some who have experienced sexual violence may choose to identify as a survivor. Individuals might be more familiar with the term “victim”. We use the term survivor throughout this policy where relevant because some who have experienced sexual assault believe they have overcome the violent experience and do not wish to identify with the victimization. It is the prerogative of the person who has experienced these circumstances to determine how they wish to identify.

**Under the Influence of Substances (drugs and/or alcohol):**

When the amount of alcohol or drugs consumed (voluntarily or involuntarily) impacts someone’s decision making capacity, awareness of consequences, and ability to make fully formed judgments; this individual lacks the capacity to give consent (to understand the ‘who, what, when, where and why’ of their sexual interaction).

Sexual activity with someone who one knows to be, or based on circumstances should reasonably have known to be, mentally or physically incapacitated (by drug or alcohol use, unconsciousness or a blackout) constitutes sexual assault.

Some signs of a person being under the influence, where they may not be able to consent are overt and others are more subtle, every person will look different. Some evidence of may include:

- Slurred speech;
- Bloodshot eyes;
- The smell of alcohol on one’s breath;
- Shakiness;
- Vomiting;
- Unusual/strange behaviour; and/or
- Unconsciousness.

The initiator of sexual activity (regardless of their level of sobriety) should always err on the side of assuming a party to be under the influence to the point of diminished judgement, rather than risking committing sexual assault. It is the responsibility of the initiator of sexual activity to ensure clear, capable and affirmative responses are communicated at all stages of sexual engagement.

## **Operating Procedure**

### **1. Immediate Response if you Have Experienced or Been Affected by Sexual Violence**

#### **1.1 Go to a safe place**

- If you live in residence, you may want to connect with a trusted friend or a member of the Residence Life Staff
- If you do not live in residence or are not a student, you may want to connect with a trusted friend or relative if you feel physically or emotionally unsafe.
- For immediate support by telephone:
  - Contact the confidential crisis support line of Kawartha Sexual Assault Centre **705-741-0260 / 1-866-298-7778** available 24/7 seven (7) days a week.
  - Contact 911 in an emergency situation to be connected with your local police department.

#### **1.2 Get medical attention as needed**

- Peterborough Regional Health Centre: 1 Hospital Drive, Peterborough, ON
- Lindsay: Ross Memorial Hospital: 10 Angeline St N, Lindsay, ON
- Cobourg: Northumberland Hills Hospital: 1000 DePalma Dr., Cobourg, ON
- Haliburton: Haliburton Highlands: 7199 Gelert Rd. Haliburton, ON

If you attend at Peterborough Regional Health Centre (PRHC) a specially trained Sexual Assault Nurse Examiner will be called in for your care. If you attend another emergency department they will assist you in transferring to PRHC after you are medically cleared. These Nurses are on-call 24/7.

- **The Sexual Assault Nurse Examiners at PRHC provide the following options for care:**
  - Emergency health care
  - Full physical assessment
  - Forensic evidence collection and photo documentation
  - Free HIV post-exposure medication (within 72hrs)
  - Free testing and treatment for sexually transmitted infections (STI's),
  - Free medication for pregnancy prevention (within 5 days)
  - Immediate and follow-up counselling
  - Risk assessment and safety planning
  - Assistance navigating the complex network of services
  - Comprehensive, evidence based care to victims/survivors within the 4 counties – includes people of all genders and all ages.
  
- Individuals chose which services are right for them. Police will not be involved without your consent. To contact a Sexual Assault Nurse Examiner call 706-743-2121 ext. 0 and Switchboard will connect you with them.
  
- If you need transportation support, please see Residence Life Staff, Security, or Counsellors. If off campus, please contact Victim Services – police will not be involved without your consent: 1-888-822-7729 (Peterborough/Northumberland) 1-800-574-4401 (Kawartha Lakes/Haliburton)

**1.3 Seek out support and counselling** (see Section 2 of this document)

**1.4 Get advice on available options for reporting** (See Section 3 of this document)

**2. Options for Follow-up Support** (after immediate needs are met)

It is often difficult to disclose and report incidents of sexual violence. Although it is entirely up to each survivor (over the age of 16) to report an incident of sexual violence, we encourage survivors to do so. The continuum of choice includes anonymous and informal reporting at the College through to police reporting. By making a report, the College can track similar incidents of violence and vulnerable areas of campus to ensure a safer campus experience. A number of other resources on campus are available to you. Please note, a person making a report can request to speak with a security guard, counsellor, residence life staff or case manager of a specific gender in effort to make them as comfortable as possible when making their report.

Places to go to get support include:

- Student Rights and Responsibilities Officer 705-749-5530 x 1137
- Campus Security (8000 from a campus phone (24/7 service), 705-749-5530 x8000 from an outside line) or the Information Booth.
- Counselling services: Sutherland/Cobourg Campus 705-749-5530 x 1527  
Frost/Haliburton Campus 705-324-9144 x 3320
- Residence Life Staff (located in every residence building)
- Student Government: Sutherland: 705-749-5547  
Frost: (705) 324-9144
- Human Rights Officer (located in Human Resources): 705-749-5530 x1982
- Kawartha Sexual Assault Crisis Line (24/7 service) – 705-741-0260/1-866-298-7778

Anyone who has experienced or been affected by sexual violence has the right to:

- be treated with dignity and respect,
- be believed,
- be informed about on- and off-campus services and resources,
- decide whether or not to access available services and to choose those services they feel will be most beneficial,
- decide whether to report to the College and/or local police,
- have an on-campus investigation with the institution's full co-operation,
- meet with Counselling Services and/or Campus Security to develop a plan of action in order to better equip oneself to deal with a situation that potentially puts your safety at risk (Safety Plan),
- have reasonable and necessary actions taken to prevent further unwanted contact with the respondent.

### 3. Filing a Report

There is a range of reporting options, based on the wants/needs of the person who has experienced sexual violence. Anyone receiving a disclosure is encouraged to provide information on the options available, but the decision of which type of report to file is solely the decision of the complainant.

#### 3.1 Informal/Information Report

Informal reports help the College have an informed understanding of occurrences and needs within the College community. Reports work to create a safer environment for everyone. If you report an incident of sexual violence to any College employee, as an employee of the College, they are obligated to report any disclosures; however, you can remain anonymous. **Please note: without a formal report an investigation is unlikely.** Confidentiality is of the utmost importance, but in rare circumstances, confidentiality may not be assured. For more information on confidentiality, please see Section 4 of the Sexual Violence Prevention Policy.

To file an online report, please use the following link:

<https://department.flemingcollege.ca/sexual-assault/reporting-an-incident/>

To file a report in person, please contact:

- The Office of Student Rights and Responsibilities 705-749-5530 x 1137
- Security: (x8000) or go to the information booth and request security
- Human Rights Officer (located in Human Resources) 705-749-5530 x1982

#### 3.2 Formal College Report

If you would like to make a formal report of having experienced sexual violence, please call Campus Security at 8000 (from a campus phone) 705-749-5530 x8000 (from an outside line), contact a Residence Life Staff, the Student Rights and Responsibilities Officer or the Human Rights Officer and they will assist you by providing resources and support. You may wish to bring a supportive person, such as a family member, friend or staff person with you. This report is not anonymous. Respondents will be given notice, with full details of the report. If a complainant is concerned about their safety through this process, please see Section 6 – Accommodations and within Section 8.2 - Interim measures for support and options available.

To file an online report, please use the following link:

<https://department.flemingcollege.ca/sexual-assault/reporting-an-incident/>

To file a report in person, please contact:

- The Office of Student Rights and Responsibilities 705-749-5530 x 1137
- Security: (x8000) or go to the information booth and request security
- Human Rights Officer (located in Human Resources) 705-749-5530 x1982

### 3.3 Police Report

Individuals who have experienced sexual violence may also wish to report this to their local police. Residence Life Staff, Counsellors, the Student Rights and Responsibilities Officer and Campus Security can all assist you with contacting the local police and will inform you about what to expect. You may make both a College Report as well as a Police Report.

Please note: You can access Victim Services without having to make a police report. They can inform you about what to expect when making a police report, and the justice system process, so you understand all legal options available to you.

- Victim Services Peterborough and Northumberland: 1-888-822-7729
- Victim Services Kawartha and Haliburton: 1-800-574-4401

If you choose to contact police, you have the following rights:

- the right to ask for a male or female officer when making your report
- the right to have a support person with you when you make a report
- the right to withdraw a report at any time in the process (this may or may not mean the police discontinue the investigation – but you can always choose to not be a part of it)
- the right to make a confidential report, where you want to give the police information and access supports, but you do not want them to pursue a formal investigation (like the College, in certain circumstances they may continue without having to name you or indicate your involvement until a later date if they choose to pursue a charge. This assists police in tracking the behaviours and trends of possible perpetrators of sexual assault).

## 4. What to do if you witness or receive a disclosure of Sexual Violence

A supportive response includes:

- Listening without judgment and accepting the disclosure as true;
- Communicating that sexual violence is never the responsibility of the survivor;
- Helping the individual identify and/or access available on- or off-campus services, including emergency medical care and counseling;
- Respecting the individual's right to choose the services they feel are most appropriate and to decide whether to report to the police and/or the College.

Any employee at Fleming Community that becomes aware of, or witnesses an incident of sexual violence has a responsibility to report that behaviour to their Supervisor, via the online report form, to College Security and/or the Police as appropriate for the circumstances (Please see section 3.1). Other members of the College community are strongly encouraged to report sexual violence incidents they witness or have knowledge of, or where they have reason to believe that sexual violence has occurred or may occur. It is important to remember, that a complainant's identity will remain anonymous unless you have their consent to disclose this information. Employees will operate within the limitations outlined in Section 4 "Confidentiality" of College Policy #3-343, *Sexual Violence Prevention*, which states that "we will treat individuals who disclose sexual violence with compassion, recognizing that they are the final decision-makers about their own best interests".



If you need support in understanding reporting options, please see Section 3 of this document, contact Campus Security at x 8000 (from a campus phone), 705-749-5530 x8000 (from an outside line) or see the educational website information at: <https://department.flemingcollege.ca/sexual-assault/>.

## **5. Accommodations**

Students seeking accommodations can connect with Counselling Services to ensure that they receive all necessary accommodations and supports. Counselling Services will liaise with appropriate campus partners to assist in identifying the most appropriate accommodations and supports for the complainant. Accommodations may include, but not be limited to, extended time on assignments, changing classroom, work or living proximity of the complainant and respondent, or implementing scheduling of service access times for the complainant to ensure the respondent is not present. Please note, you are not required to file a formal complaint to obtain supports, services, or appropriate accommodation from the College.

Employees who require accommodation as a result of sexual violence can make an appointment with the Human Rights Officer who will liaise with Human Resources to facilitate the appropriate accommodation.

## **6. Roles and Responsibilities of the College Community**

While everyone on campus has a role to play in responding to incidents of sexual violence, some campus members have specific responsibilities, which include:

- On campus counselling and health supports to provide psychological and emotional support, assist with safety planning, and make referrals to other services, including medical services;
- Faculty, staff and administrators to facilitate academic accommodations and other academic needs of those who have been affected by sexual violence (see section 6);
- Residence staff to facilitate safe living arrangements to the best of their abilities
- Human resources to assist with any incidents relating to employees;
- Managers and Deans to ensure, as much as reasonably practical, that no employees are subjected to workplace sexual violence. To take reports of sexual violence seriously, and follow-up appropriately. Take corrective action with anyone under their direction who subjects another Fleming College community member to sexual violence;
- Security to assist with gathering evidence, to implement measures to reduce sexual violence on campus, and to collaborate with police as appropriate;
- Case managers to follow procedural fairness principles while engaging in the fact finding and decision making process. This includes treating all parties involved with dignity and respect;
- All community members to recognize, understand and be proactive against rape culture, and demeaning myths around sexual assault. It is all community member's responsibility to create a respectful, safe environment for the students and employees at Fleming College.

## **7. How the College Responds to Reports of Sexual Violence**

Where a complaint of sexual violence has been reported to the College, the College will exercise care to protect and respect the rights of both the complainant and the respondent. The College understands that individuals who have experienced sexual violence may wish to control whether and how their experience will be dealt with by the police and/or the College. In most circumstances, the person will retain this control. However, in certain circumstances, the College may be required to initiate an internal investigation and/or inform the police, even without the complainant's consent, if the College believes that the safety of other members of the College community is at risk. The confidentiality and anonymity of the person(s) affected will be prioritized

in these circumstances. The complainant also has the right to not participate in any investigative process.

A report of sexual violence may also be referred to the police or to other community resources at the complainant's request.

Sexual violence is a violation of the Sexual Assault and Sexual Violence Policy; it is considered a serious offence and will be addressed in a manner which is consistent with other serious offences.

As creating open and accessible options for reporting is a priority, amnesty will be provided to complainants who were under the influence of alcohol and/or drugs when they experienced sexual violence. The College will not pursue an investigation or disciplinary measures if the alcohol or drug use of the complainant was in violation of the Student Rights and Responsibilities Policy, or Residence Student Handbook.

### **7.1 Informal Report Response**

The College will log the information, and may engage in preventative or responsive measures on a global scale (examples include increasing security presence, or doing educational work in a particular area of the college). In rare situations, if there is a threat present, the College may have to act in the best interest of public safety, which can include informing the police. Confidentiality is of the utmost importance, but in rare circumstances, confidentiality may not be assured. For more information on confidentiality, please see Section 4 of College Policy#3-343, *Sexual Violence Prevention*.

### **7.2 Formal Report Response – Where the complainant is a student**

The Administrator of the Sexual Violence Prevention policy will acknowledge receipt of the report to the contact information provided in the report, within two (2) business days, except in exceptional circumstances.

A Case Manager will be assigned as the one main contact person for the case. This ensures that a person only has to make their report to one person and there is no unnecessary repetition of the facts. The Case Manager hearing the report shall ensure that there is procedural fairness, taking care to see that all persons affected by the report are given a reasonable opportunity to present their case and that the Case Manager listens fairly to all sides and reaches a decision without bias. Within ten (10) days, of receiving the report the complainant and respondent will be met with separately and follow-up meetings with witnesses may also take place, if applicable. Depending on the situation, the Case Manager may also have to have additional meetings with the complainant and/or respondent to gain further clarity. The Case Manager may request documents or other resources that are relevant to the fact finding process. The Case Manager will share details of the report with the respondent. Information provided by the respondent may be reviewed by the complainant and vice versa as necessary. The Case Manager may consult with the Behaviour Assessment Management Team (see Administrative Operating Procedure #4-420 OP, *Violence Prevention Appendix B* for more information) in many situations, where only pertinent details of the case are discussed. The Case Manager will provide a written response to the complainant and the respondent within fifteen (15) business days (except in exceptional circumstances) from receipt of the report.

In cases where the report has not been dealt with within fifteen (15) business days in the manner described above, the complainant or respondent can take their complaint to the Associate Vice-President Student Services. This complaint must be made in writing. The Associate Vice-President Student Services will investigate the reasons for the delay and respond in writing within three (3) business days with a course of action. Some reasons a

report may be delayed can include if people involved are not available, making it not possible for a full and fair fact finding process. Or if police become involved, their process must occur before the College can begin/complete the fact finding process about the policy violation.

***Interim Measures:***

Interim measures are measures taken to ensure the safety of all participants involved during the investigation process. Interim measures are not punishment and do not represent a finding of misconduct, but rather work to reduce the possible impacts of further harm to both the complainant and respondent. The College may impose interim measures immediately, without a hearing. Respondents may ask the College to review a decision to impose interim measures, but only to address the impact of the imposed measure and the preference for other alternatives. These measures are temporary for the duration of the investigative process and may be removed or replaced by sanctions based on the outcome of the investigation.

Some examples of possible interim measures may include, but are not limited to:

- A behavioural contract outlining specific conditions, such as no contact;
- A student being moved from one section of their program to another;
- A student being moved within residence, or removed from residence;
- A student being asked to participate in their academics online or from home;
- A temporary dismissal or suspension of academic or work privileges, including access to College campuses and/or residence.

**7.2.1 Determination and Resolution**

At the conclusion of the fact finding process, the Case Manager will write a draft report stating whether or not the report is substantiated based on the balance of probabilities (which means it is either more likely or not likely that the incident(s) of sexual violence occurred as defined by this operating procedure). This is consistent with the burden of proof required by civil law and is different from the beyond a reasonable doubt burden required by criminal law. After a decision has been made, the Case Manager will send a written decision to the respondent outlining the decision and what action is to be taken, if any, within fifteen (15) business days of the completion of the meetings, except in exceptional circumstances. The complainant will receive the determination of findings and corrective action that has and will be taken. This report will not provide specific details of disciplinary action or sanctions issued.

**7.2.2 Possible Sanctions**

If a person is deemed to have violated the Sexual Violence Prevention Policy, sanctions may be imposed by the Case Manager under the direction of Administrator of the Sexual Assault and Sexual Violence Policy. It is possible for a complainant to request a mediation or restorative process, to do so, they must make this known to the Case Manager.

Sanctions and remedies applied as a result of the processes outlined in this policy will take into account the outcome(s) requested by the complainant.

The following criteria will be considered in determining the appropriate level of sanction:

- The seriousness/severity of the incident(s),
- The reliability of the information gathered,
- The documented history of the respondent (or the complainant in the case of vexatious reports) regarding related issues or incidents

Possible sanctions for students include:

- a) **Written Reprimand:** a formal letter to the student that will remain on file for the duration of a student's time at the College. The letter includes a description of the behaviour in question, a description of the consequences if the behaviour is repeated, or other policies are violated may be cause for more severe disciplinary action within a stated time period, and information regarding resources within the College that students can access for assistance.
- b) **Behaviour Contract:** a written agreement between the College and the student which specifies certain behaviours that the student must comply with. It will normally limit campus activities and may include specific terms and conditions.
- c) **Suspension:** refers to exclusion from classes, field placement and other privileges or activities for a stated period of time. Suspension will normally include exclusion from the campus and property belonging to the College for a stated period of time. Any sanction calling for the suspension of the student for more than five days must be approved by the Associate Vice-President Student Services. Readmission may be sought under conditions established by the College at the time of suspension. Readmission conditions will be documented in writing or the student at the time of the suspension. Students who have been given an extended suspension will be required to meet with the Associate Vice-President Student Services if they wish to re-apply for admission as outlined in the suspension letter.
- d) **Expulsion:** refers to the termination of a student's access to academic instruction, including access to College campuses for non-academic conduct. Any sanction calling for the expulsion of a student must be approved by the Associate Vice-President Student Services

#### 7.2.3 Adherence to Sanctions

Failure to adhere to imposed sanctions means the student will face further disciplinary action, including up to expulsion from the College. No refunds or fees will be issued for any College related activities in accordance to College policies.

#### 7.3 Formal Report Response – When an employee is involved

Reports involving employees will be addressed in accordance with College Policy #3-343, *Sexual Violence Prevention* by following the procedures set out in Administrative Operating Procedure #3-311 OP, *Harassment and Discrimination Prevention*, and in any applicable collective agreement. If the complaint is sustained following an investigation, the College will decide on the appropriate disciplinary actions consistent with any applicable collective agreement and the Harassment and Discrimination Prevention Policy regarding discipline.

#### 7.4 Formal Report Response – When the Respondent is not a student nor an employee

Contractors, suppliers, volunteers or visitors who attend on campus will be subject to complaints if they engage in prohibited conduct. Where a complaint against the respondent is substantiated, the College will take appropriate action.

All contractual relationships entered into by the College will be governed by a standard contract compliance clause stating that contractors must comply with the Sexual Violence Prevention Policy and the Ontario *Human Rights Code*, including co-operating in investigations. Breach of the clause may result in penalties, cancellation, or other sanctions.

#### 7.5 Appeal Procedure

For all student appeals related to this policy, please see the process online at: <https://department.flemingcollege.ca/srr/appeal-process/>.

For all employee appeals, please see Appendix C of Administrative Operating Procedure #3-311 OP, *Harassment and Discrimination Prevention*:

<https://department.flemingcollege.ca/hr/working-at-fleming/policies-and-procedures/>

There is no formal appeal process for supplier, volunteer or visitor violations.

## 7.6 Communicating with Individuals who have Experienced Sexual Violence

Sensitive and timely communication with individuals who have experienced sexual violence and their family members (when individuals consent to this communication) is a central part of the College's first response to sexual violence. To facilitate communication, the College will:

- Ensure that designated employees in Security, Counselling, Human Resources, Residence, the office of Student Rights and Responsibilities, and Student Government, who are knowledgeable about sexual violence, are responsible for advocacy on campus on behalf of employees, students or any other member of the College community who have experienced sexual violence;
- Ensure designated employees respond in a prompt, compassionate and personalized fashion;
- Ensure that the complainant and respondent are provided with reasonable updates about the status of the College's process, when a process is undertaken.

## 8. Other Resources and Supports Available

Information and resources are available online at <https://department.flemingcollege.ca/sexual-assault/>.

### Related Documents

- *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment), 2016* and O.Reg. 131/16, *Sexual Violence at Colleges and Universities*
- College Policy #3-343, *Sexual Violence Prevention*
- College Policy #5-506, *Student Rights and Responsibilities*
- Administrative Operating Procedure #5-506 OP, *Student Rights and Responsibilities*
- College Policy #4-420, *Violence Prevention*
- Administrative Operating Procedure #4-420 OP, *Violence Prevention*
- College Policy #3-311, *Harassment and Discrimination Prevention*
- Administrative Operating Procedure #3-311, *Harassment and Discrimination Prevention*
- College Policy #4-412, *Safety*
- College Policy #6-601, *Information and Communication Technology Appropriate Use Policy*
- College Policy #6-603, *College Data Record Retention and Disposition*
- Academic Collective Agreement
- Support Staff Collective Agreement
- Ontario Human Rights Code
- Occupational Health and Safety Act
- Residence Community Standards (In Student Handbook)

### Appendices

N/A

### History of Amendments/Reviews:

Section(s)	Date	Comments
New	March 2015	Framework endorsed by Committee of Presidents

Review  
- procedure renamed  
- definitions updated  
- section 8 re-written

April through August  
2016

Required as a result of new legislative requirements  
• ELT approval of revisions to procedure (September  
13, 2016 meeting and email feedback)

**Acknowledgements:**

A number of resources contributed to the development of this document, including the sexual assault policies and procedures from several colleges and universities in Ontario, notably, Durham College, University of Guelph and Lakehead University, as well as the METRAC discussion paper on sexual assault policies on campuses.

## ADMINISTRATIVE OPERATING PROCEDURE

Smoking and Tobacco Use Operating Procedure		
<b>Procedure ID:</b>	#4-413 OP	
<b>Approved by:</b>	Executive Leaders Team	February 10, 2015
<b>Effective Date:</b>	February 19, 2015	
<b>Next Review Date:</b>	June 2018	
<b>Monitoring Responsibility:</b>	Manager, Public Safety and Parking	
<b>Linked to a College Policy:</b>	<input checked="" type="checkbox"/> Yes #4-413	<input type="checkbox"/> No

### Policy Statement

Smoking is prohibited:

- a. Everywhere on College grounds other than Designated Smoking Areas (DSA).
- b. Inside College buildings, including residences, sheds and storage containers.
- c. Inside College-owned vehicles including cargo areas.
- d. Within 9 meters of any door, window or air intake.

Smokeless tobacco products are prohibited:

- a. Inside College buildings, including sheds and storage containers.
- b. Inside College-owned vehicles, including cargo areas.

### Definitions/Acronyms

**Smoking:** includes tobacco or other substances used in cigarettes, cigars, cigarillos pipes or hookas.

**Smokeless Tobacco:** includes chewing tobacco, snuff, smokeless pouches, electronic cigarettes and other forms of loose left tobacco.

**Marijuana:** for the purpose of this policy, the definition of marijuana shall be the same as the definition found in the Controlled Drugs and Substances Act as amended from time to time.

### Operating Procedure

#### 1.0 Enforcement

- 1.1 All College employees are expected to assist in the enforcement of the Smoking and Tobacco Use Policy #4-413 by:
  - a. Asking persons they observe to be in violation to move to a DSA.
  - b. Report violators to Campus Security if a person refuses to move to a DSA.
- 1.2 Campus Security will take the following action with individuals they find in violation:
  - a. Inform the violator of the College policy.
  - b. Request identification for documentation purposes.
  - c. Request the person move to a Designated Smoking Area.
  - d. Complete a report regarding the violation for action as required.
- 1.3 Once identified as being in violation of this Policy, students and employees are subject to such sanctions as determined by Administration.

1.4 Persons that refuse to provide identification to Campus Security shall be deemed to be trespassers and shall be dealt with accordingly.

## 2.0 Sanctions

2.1 All incidents will be documented and kept on file by Campus Security and forwarded to the appropriate school, department or administrators as required.

2.2 Students found in violation of this policy shall be subject to the following sanctions:

1 <sup>st</sup> Offence	Written Warning	Issued by guard who observed the violation
2 <sup>nd</sup> Offence	\$25.00 Penalty	Billed to student's account
3 <sup>rd</sup> Offence	Conduct Sanction	Incident will be referred to the Student Rights and Responsibilities Policy for further sanction

2.3 Employees found in violation of this policy shall be subject to the following sanctions:

1 <sup>st</sup> Offence	Written Warning	Issued by guard who observed the violation
2 <sup>nd</sup> Offence	Supervisor	Incident reported to immediate supervisor for corrective action
3 <sup>rd</sup> Offence	Executive	Incident reported to School/Department Executive leader for corrective action

## 3.0 Designated Smoking Areas

3.1 All Designated Smoking Areas shall be placed outdoors, in open space in order to maximize ventilation and compliance with the standards outlined in the Smoke Free Ontario Act.

3.2 All Designated Smoking Areas will be positioned at least 9 meters from any entrance, window or air intake. Signs will be posted indicating the area as a Designated Smoking Area.

## 4.0 Traditional Use of Tobacco by Aboriginal Persons

4.1 Nothing in this policy prohibits an Aboriginal person from smoking tobacco holding lighted tobacco if the activity is carried out for traditional Aboriginal cultural or spiritual purposes.

4.2 Such activities shall be limited to areas designated by the College.

## 5.0 Medical Marijuana Use

5.1 Medical use of marijuana is prohibited in Designated Smoking Areas.

5.2 Medical use of marijuana by any employee or student shall be accommodated on a case by case basis and must be arranged through the College Human Rights Officer.

### Related Documents

- College Policy #4-413, Smoking and Tobacco Use
- College Policy #4-423, Campus Security
- Smoke Free Ontario Act

### Appendices

None



**Summary of Amendments/Reviews:**

<b>Section(s)</b>	<b>Date</b>	<b>Comments</b>
Regular review; new format	February 2015	Incorporates changes to legislation

## COLLEGE POLICY

<b>Smoking and Tobacco Use</b>	
<b>Policy ID:</b>	#4-413
<b>Manual Classification:</b>	Section 4 – Finance and Facilities
<b>Approved by:</b>	Board of Governors <i>BoG Feb 18-2015 #4</i>
<b>Effective Date:</b>	February 19, 2015
<b>Next Policy Review Date:</b>	2020
<b>Administrative Contact for Policy Interpretation:</b>	Vice-President Finance and Administration
<b>Linked to an Operating Procedure</b>	<input checked="" type="checkbox"/> Yes #4-413 OP <input type="checkbox"/> No

### Policy Statement

Smoking is prohibited:

- a) Everywhere on College grounds other than Designated Smoking Areas (DSA).
- b) Inside College buildings, including residences, sheds and storage containers.
- c) Inside College-owned vehicles including cargo areas.
- d) Within 9 meters of any door, window or air intake.

Smokeless tobacco products are prohibited:

- a) Inside College buildings, including sheds and storage containers.
- b) Inside College-owned vehicles, including cargo areas.

### Purpose

To provide members of the College community and visitors to the College an environment free from the health risk of second hand smoke.

### Scope

This policy applies to all employees, students and visitors to all campuses.

### Definitions/Acronyms

**Smoking:** includes tobacco or other substances used in cigarettes, cigars, cigarillos pipes or hookas.

**Smokeless Tobacco:** includes chewing tobacco, snuff, smokeless pouches, electronic cigarettes and other forms of loose left tobacco.

**Marijuana:** for the purpose of this policy, the definition of marijuana shall be the same as the definition found in the Controlled Drugs and Substances Act as amended from time to time.

### General Principles

As a postsecondary institution and employer, Fleming College has a moral and legal obligation to provide a safe and healthy environment for our community members to study, work and live.

Medical evidence has proven that smoking, smokeless tobacco and second-hand smoke present a serious health hazard. The Smoke Free Ontario Act was enacted to regulate smoking in the workplace, and it serves as a guide for the standards set out in this policy.

## Related Documents

- Administrative Operating Procedure – Smoking and Tobacco Use #4-413 OP
- College Policy #4-423 – Campus Security
- Smoke Free Ontario Act

## Appendices

None

## Summary of Amendments/Reviews:

Section(s)	Date	Comments
New policy	May 1991	--
Full policy	November 1993	Regular review
Full policy	June 22, 2011	Regular review
New format, title change	February 2015	Regular review; incorporates changes to legislation

## COLLEGE POLICY

<b>Student Rights and Responsibilities</b>	
<b>Policy ID:</b>	#5-506
<b>Manual Classification:</b>	Section 5 – Student Services
<b>Approved by Board of Governors:</b>	<i>Original:</i> September 2, 1992
<b>Revision Date(s):</b>	May 24, 2006; June 25, 2014; Dec 14, 2016
<b>Effective Date:</b>	Replaces June 2014
<b>Next Policy Review Date:</b>	2022
<b>Administrative Contacts for Policy Interpretation:</b>	<ul style="list-style-type: none"> <li>• Vice-President Human Resources and Student Services</li> <li>• Vice-President Academic</li> </ul>
<b>Linked to Operating Procedure:</b>	#5-506 OP <i>Student Rights &amp; Responsibilities</i>

**Policy Statement**

Admission to Fleming College carries with it certain rights and responsibilities. There is an expectation that students will conduct themselves as responsible members of the College community. The College will create a climate of understanding and mutual respect for individual dignity and worth, in which each person has the opportunity to develop as an individual and contribute positively to the College community.

**Purpose**

The College shall publish a set of procedures regarding the rights and responsibilities of students that shall:

- promote the primary right of the student to learn and to refrain from interfering with the rights of others,
- promote respect for the integrity of the learning process,
- promote a respect for the dignity of all members of the College community,
- communicate the responsibilities to all members of the College community,
- provide a system of procedural due process to protect the rights of all concerned, and,
- provide an equitable system of enforcement.

**Scope**

It is the responsibility of all members of the College community to uphold the principles of this policy.

This will apply in cases concerning students, employees, contractors and third party service providers as well as governors, volunteers or visitors of Fleming College:

1. occurring within or affecting people or property within the physical boundaries of the College;
2. occurring on or affecting College owned or controlled property, including student residences;
3. occurring with the use of computer and telephone systems, and College and private vehicles being used for college business or for travelling between work and study locations;
4. at a College-sponsored event;
5. occurring off-campus which are likely to have an impact on the working, living and/or learning environment at the College

Incidents occurring off campus which have no or little likelihood of any impact on the environment at the College would be pursued by individuals through the regular external processes.

Any student who violates any section of the Criminal Code of Canada or any other federal, provincial, municipal statute, College policy or regulations while on College property or at a College activity is subject to this policy.

Reports by students regarding harassment or discrimination on the basis of any prohibited ground under the Ontario Human Rights Code may be addressed by College Policy #3-311, *Harassment and Discrimination Prevention*.

Students who wish to make reports regarding sexual violence should refer to College Policy #3-342, *Sexual Violence Prevention*.

Any student who has a complaint about their program of study or any other academic concern should refer to College Policy #2-201, *Academic Regulations*

## **Definitions/Acronyms**

**College Community:** Any person who studies, teaches, conducts research at or works at or under the auspices of the College and includes, without limitation, employees or contractors; appointees (including volunteer board members); students, visiting scholars and any other person while they are acting on behalf of or at the request of the College.

**FIPPA:** Freedom of Information and Protection of Privacy Act of Ontario

## **General Principles**

### **1.0 STUDENT RIGHTS**

As with all other individuals in Ontario, students at Fleming College enjoy rights under both the Ontario Human Rights Code and the Canadian Charter of Rights and Freedoms, and Accessibility for Ontarians with Disabilities Act. Fleming College is subject to these statutes and supports the students' right to legitimately and appropriately exercise these rights and freedoms. The extent of a right or freedom may reasonably vary with the circumstances, so that an exercise of a right which may be appropriate in a public place, may not be appropriate at an educational institution. All students have the right to a safe environment that is free from harassment or reprisals.

At Fleming College, the student's most essential right is the right to learn. In this regard, students have a number of specific rights.

#### **1.1 To Learn**

1. The right to receive reasonable accommodation to compensate for a documented physical, learning or psychological disability.
2. The right to physical conditions within the College facilities that promote learning and well-being.
3. The right to be treated with respect and dignity by College employees.
4. The right to be considered the owners of any work submitted for which the College does not provide the materials.
5. The right to own any project work when the materials are purchased by the student.
6. The right to see his or her own submitted course work and the right to have the evaluation explained if applicable within the Academic Regulations timeframe and impartially graded.

7. The right to receive academic information as may be necessary to understand the requirements to successfully complete their course or program of instruction, including course information sheets for each course of study.

## 1.2 **To Privacy**

In recognition of students' rights, under the Freedom of Information and Protection of Privacy Act of Ontario (FIPPA), the College shall protect the privacy of student records and will make records available to Students in accordance with the provisions of that statute. Students under the age of majority in Ontario will also fall under FIPPA.

1. The right of confidentiality and access to personal records as provided for under the "Freedom of Information and Protection of Privacy Act". All student records and information, including academic, health, and student conduct are considered to be confidential personal information, which will be protected. Refer to College Policy #5-503, *Maintenance of and Access to Student Records*.

## 1.3 **To Be Informed**

1. The right to receive the rules and regulations of the College that affect students, including all policies, procedures and regulations, at the beginning of the academic year.
2. The right to accessibility of the College's definition of cheating and plagiarism and the consequences for such acts of academic dishonesty.
3. The right to inquire into, and be informed about, the reasons for the rules and regulations which affect students.

## 1.4 **To Be Heard**

1. The right to address appropriate College administration for changes to the rules and regulations that affect students.
2. The right to have the Student Government or other student representation be present during a meeting.
3. The right to make a complaint concerning academic or other College matters and to receive a response.
4. The right to be informed of, and be able to respond to, allegations of unacceptable behaviour or any conduct for which sanctions may be imposed.

## 1.5 **To Appeal**

1. The right to appeal, subject to the Student Rights and Responsibilities policy, any decision/sanction taken or imposed by the College as a result of a formal process affecting his or her standing within the Fleming community. For all other College appeals refer to the particular policy for specific procedures.

## 1.6 To Organize

1. The right to form, join in, or take part in a lawful group or organization for intellectual, religious, social, economic, political, cultural or recreational purposes subject to College policy.

## 1.7 To Use College Facilities

1. The right, as a member of a student body recognized by the College, to use facilities designated by the College as available for student use, including religious and spiritual purposes. Students will abide by any College regulations in regard to such use, including the payment of fees or expenses.

## 2.0 STUDENT RESPONSIBILITIES

Within the Fleming Community, the student's most fundamental responsibility is to actively take responsibility for his/her own learning, supporting and promoting an environment that is conducive to learning for all. The responsibilities listed below and the specific examples of breaches of those responsibilities are designed to educate and to ensure that a safe, equitable and respectful learning environment is maintained at Fleming College. Students who breach any of these responsibilities may receive a sanction according to the associated procedures. Students have a right to expect that all other members of the College Community will meet the standard of behaviour outlined in the following responsibilities.

### 2.1 Respect for Persons

Students have the responsibility to respect the well-being, and the sense of personal worth and dignity of other students and members of the College Community.

Breaches of this responsibility include, but are not limited to the following:

- a) Any student who assaults any person on College property or any member of the College Community, whether on College property or while at a College activity.
- b) Any student who threatens, communicates or acts in an intimidating manner against any person on College property or any member of the College Community, whether on College property or while at a College activity.
- c) Any student who commits an act of sexual violence against any other person or threatens another person with sexual violence on College property or elsewhere (as a result of College-related business). This includes, but is not limited to, sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, degrading sexual imagery, distribution of sexual images or video without consent, cyber harassment and cyber stalking (refer to College Policy #3-343, *Sexual Violence Prevention*).
- d) Complaints of sexual harassment are dealt with through the Harassment and Discrimination Prevention policy established by the College (refer to College Policy #3-311, *Harassment and Discrimination Prevention*).
- e) Any student who harasses another person on College property or any member of the College Community, whether on College property or while at a College activity on any grounds, including but not limited to ancestry, place of origin, colour, ethnic origin, citizenship, sex, marital status, family status, disability, race, creed, sexual orientation, age or economic status. Violations of the Ontario Human Rights Act will be dealt with through the Harassment and Discrimination Prevention policy established by the College.
- f) Any student who makes false statements, whether written or spoken, which are damaging to the reputation of another member of the College Community.

- g) Any student who acts in a disrespectful way to another person while on College property or while at a College activity including but not limited to yelling, swearing, using profanity or by using demeaning speech, communication or gestures.

## 2.2 **Respect for Property and College Facilities**

Students have the responsibility to respect College Property, the property of other members of the College Community and to respect the proper use of College facilities. Acts of theft should also be reported to the police.

Breaches of this responsibility include but are not limited to the following:

- a) Any student who commits an act of theft or is in possession of stolen property while on College property, or engages in an act of theft or possession of stolen property affecting the property of the College or any member of the College Community.
- b) Any student who fails to return borrowed College property after the date for its return and/or demand for its return has been made.
- c) Any student who intentionally or carelessly damages or defaces College property or the property of any member of the College Community.
- d) Any student who litters the campus.
- e) Any student who enters any part of College property where that person has no right to be or who enters College property after having been excluded from entry by a sanction or legitimate order from a College agent or employee is a trespasser.
- f) Any student who violates the Information Technology Appropriate Use Policy.
- g) Any student who disobeys rules and regulations concerning the use of campus buildings and other College owned or operated facilities.
- h) Any student who possesses, duplicates or uses any College key without proper authorization.

## 2.3 **Maintain Orderly Learning and Working Environment**

Students have the responsibility to contribute to an orderly learning and working environment while on campus or any other learning experience associated with the College.

Breaches of this responsibility include but are not limited to the following.

- a) Any student who disrupts a class, laboratory, placement situation, field trip, extra-curricular activity or who is disruptive in a resource centre, whether by sounds or actions, or by failing to follow the directions of any teacher, or person in authority.
- b) Any student who by sounds or actions creates a disturbance anywhere on College property, or otherwise interferes with the peaceful use of College property by others.
- c) Any student who creates a false alarm on College property by any means.
- d) Any student who is in possession of a weapon including a weapon restricted or prohibited by the Criminal Code of Canada on College property or at a College activity (outside of accepted curricular activities related to weapons) for purposes not otherwise approved. Refer to College Policy #4-407, *Firearms*.

## 2.4 **Alcohol and Prohibited Substances**

Students have the responsibility not to abuse alcohol, medical or prohibited substances while on College property or at a College activity.



Breaches of this responsibility include but are not limited to the following:

- a) Any student who is on College property or is involved in a College activity and is in a state of intoxication due to alcohol consumption or another substance.
- b) Any student who is in possession of alcohol while on College property or while involved in a College-related activity, except where such possession is licensed, authorized or permitted under the laws of the province of Ontario.
- c) Any student who is in possession of any substance prohibited under the Controlled Drugs and Substances Act or the Food and Drug Act while on College property or involved in a College activity or who offers or sells such substances.

## 2.5 **Honesty**

Students have the responsibility to be honest with respect to academic matters and to be honest when dealing with other members of the College Community.

Breaches of this responsibility include but are not limited to the following:

- a) Any student who breaches academic integrity. Refer to College Policy #2-201, *Academic Regulations*.
- b) Any student who misrepresents any fact to the College or fails to disclose a fact, or assists another to do so, where such misrepresentation affects admission, matters of academic standing or another College process.

### **Related Documents**

- Administrative Operating Procedure #5-506 OP, *Student Rights and Responsibilities*
- College Policy #3-343, *Sexual Violence Prevention*
- College Policy #4-420, *Violence Prevention*
- Administrative Operating Procedure #4-420 OP, *Violence Prevention*
- College Policy #3-311, *Harassment and Discrimination Prevention*
- Administrative Operating Procedure #3-311 OP, *Harassment and Discrimination Prevention*

### **Appendices**

N/A

### **History of Amendments/Reviews:**

<b>Section(s)</b>	<b>Date</b>	<b>Comments</b>
Student Responsibilities policy #3-326 created	1992	<ul style="list-style-type: none"> <li>• Board approval of policy (Resolution BoG Sept 2-1992 #3)</li> <li>Reviewed, minor revisions (August 1999)</li> </ul>
Policy reviewed and revised, renamed and reclassified as policy #5-506	May 2006	<ul style="list-style-type: none"> <li>• Board approval of policy/procedure (Resolution BoG May 24-2006 #6)</li> </ul>
Reviewed and updated	2014	<ul style="list-style-type: none"> <li>Extensive revisions made to operating procedure portion of the document</li> <li>• Board approval of policy including procedure (Resolution BoG June 25-2014 #7)</li> </ul>
Reviewed and updated following legislative requirements of Bill 132	August-October 2016	<ul style="list-style-type: none"> <li>Ensures consistency with existing College policies. Separation of procedure from policy.</li> <li>• Board approval of policy (Resolution BoG Dec14-2016 #1)</li> </ul>

**ADMINISTRATIVE OPERATING PROCEDURE**

<b>Student Rights and Responsibilities</b>	
<b>Procedure ID:</b>	#5-506 OP
<b>Approved by Executive Leaders Team:</b>	<i>Original:</i> September 2, 1992
<b>Revision Date(s):</b>	May 24, 2006; June 25, 2014; Sept 13, 2016
<b>Effective Date:</b>	Replaces June 2014
<b>Next Review Date:</b>	June 2019
<b>Monitoring Responsibility:</b>	Associate Vice-President Student Services
<b>Linked to a College Policy:</b>	# 5-506 <i>Student Rights and Responsibilities</i>

**Policy Statement**

Admission to Fleming College carries with it certain rights and responsibilities. There is an expectation that students will conduct themselves as responsible members of the College community. The College will create a climate of understanding and mutual respect for individual dignity and worth, in which each person has the opportunity to develop as an individual and contribute positively to the College community.

**Definitions/Acronyms**

**College Community or Fleming Community:** Any person who studies, teaches, conducts research at or works at or under the auspices of the College and includes, without limitation, employees or contractors; appointees (including volunteer board members); students, visiting scholars and any other person while they are acting on behalf of or at the request of the College.

**FIPPA:** Freedom of Information and Protection of Privacy Act of Ontario

**Operating Procedure****PREAMBLE**

Students attending Fleming College are expected to know and understand their rights and responsibilities. These expectations allow for each person to have the opportunity to develop as an individual and contribute positively to the College community. From time to time, members of the College Community may feel that a student has violated their responsibilities as a student at Fleming. The College encourages the resolution of complaints informally and in a timely manner. Individual circumstances, however, may make an informal resolution impractical or inappropriate. The College recognizes mental health may be a factor influencing behaviour and where appropriate will work with a student(s) to mitigate or manage their symptoms.

When a formal report of non-academic misconduct is submitted, the Student Rights and Responsibilities Officer (or designate) will review the allegation and may decline to proceed with the Student Rights and Responsibilities process (and will inform in writing) in cases where the resulting opinion is:

- a) The report falls within the jurisdiction of another policy, procedure or regulation and it is more appropriate to proceed under that policy, procedure or regulation.
- b) The report does not constitute a violation of, or is outside the scope of, non-academic misconduct, as defined by the Student Rights and Responsibilities Policy and Procedure.
- c) The report has been adequately addressed by another process;

- d) The report could more appropriately be addressed through conflict resolution coaching, mediation, or other non-disciplinary options.
- e) The report is being addressed by another process and it is unreasonable to put the allegation in abeyance pending the outcome of such a process.
- f) The report is deemed trivial, false, frivolous or vexatious.

## **1.0 PROTECTION FROM REPRISALS**

In order to protect individuals who make use of this policy or participate in proceedings as part of the complaint procedure, the College prohibits reprisal or threats of reprisal against these individuals and will take appropriate action against those who disregard this prohibition.

## **2.0 TIME LIMITS**

A complaint may be made by students registered at the time of the occurrence of the incident giving rise to the complaint. A complaint must be made within 30 days of the incident(s) except in extenuating circumstances which, in the opinion of the College, would justify an extension.

Complaints on behalf of a student by a third party will only be accepted as an informational report and an investigation cannot take place without the person directly involved participating in the complaint process.

## **3.0 VIOLENT OR POTENTIALLY VIOLENT SITUATIONS**

In order to protect the safety of all members of the College Community, violent or potentially violent situations must be dealt with expediently. This means involving the College's Behavioural Management Assessment Team (see Administrative Operating Procedure #4-420 OP, *Violence Prevention* Appendix B for more information) and/or proper authorities, including police and security, in a timely manner. Procedural fairness will be used to respond to complaints in a timely manner after a situation of immediate violence or potential violence has been managed.

In the event of a violent incident or imminent danger:

- Move to a safe location
- Contact Police, dial 911
- Call College security at ext. 8000 where there is a guard service
- Contact your supervisor or any manager (for employees)
- Contact any college employee (for students)

## **4.0 VIOLATIONS OF STUDENT RIGHTS**

A member of the college community has the right to lodge a complaint if they feel their rights have been violated or that a student has violated their responsibilities. A person who lodges a complaint is called "complainant" through the rest of this procedure. The person named in a complaint is called "respondent" throughout this procedure.

### **4.1 Informal Resolution Process**

Informal processes are an alternative to a formal complaint process in effort to find mutual conflict resolution between two or more parties. It is encouraged for students and employees to begin with

one of these options, as appropriate. It is recognized that informal processes will not be appropriate in all cases, and as such, formal process are also one of the options available to respond to policy violations under this policy. Similarly, if the issue is unresolved, or behaviour escalates beyond informal conflict resolution capacities, the student, or the employee may always pursue the formal complaint process at any point. The following options for informal resolution include:

**4.1.1 Dialogue:** If a student has a complaint about the actions of a College employee, another student, or a member of the College community feels that a student has violated their responsibilities, they are encouraged to meet with that person in an attempt to resolve the conflict. In cases where the incident precipitating the complaint is of a serious nature (e.g. assault or threatening behaviour) the complaint will be dealt with under the formal complaint process. If the complainant does not feel comfortable speaking with the person directly, they are encouraged to speak with the manager or employee responsible for the department in question, that individual will work with the student to resolve the issue as they have the specific knowledge necessary to respond (See Conflict Coaching in 4.1.2).

**4.1.2 Conflict Coaching:** Students seek counsel and guidance from administration to engage a conflict more effectively and independently. Guidance can be sought from Student Government, Counsellors, Residence Life Staff, the Office of Student Rights and Responsibilities, or the manager/chair of the area where there is conflict.

**4.1.3 Mediation:** Student(s) access the Office of Student Rights and Responsibilities, and are given a non-partial third party to coordinate a structured session aimed at resolving a conflict and/or constructing future agreements.

**4.1.4 Restorative Justice Practices:** As an informal process, or as a part of a formal process, the Office of Student Rights and Responsibilities will coordinate space and facilitate services for students taking responsibility for harmful behaviour and those who are/were affected by the behaviour. The purpose of this practice is to have both parties jointly construct an agreement on how to repair harm, or restore relationships moving forward.

## 4.2 **Formal Report**

If a complaint cannot be resolved through one of the informal processes, the student or College community member can initiate a formal complaint by documenting their complaint and submitting online through the College Portal.

### ***Interim Measures:***

Interim measures are measures taken to ensure the safety of all participants involved during the fact findings process. These measures do not mean there is a finding of guilt, but rather acknowledges the seriousness of the report and works to reduce the possible impacts of further harm to both the complainant and respondent. These measures are temporary for the duration of the fact finding process and may be removed or replaced by sanctions based on the outcome of the investigation.

Some examples of possible interim measures may include, but are not limited to:

- A temporary dismissal by a College employee that a student leave a classroom, laboratory, placement situation, resource centre, or other area on campus or where a College-sponsored activity is occurring;
- A behavioural contract outlining specific conditions, such as no contact;
- A student being moved from one section of their program to another;

- A student being moved within residence, or removed from residence;
- A student being asked to participate in their academics online or from home;
- A temporary dismissal or suspension of academic or work privileges, including access to College campuses and/or residence.

### **Formal Complaint Procedures:**

The Student Rights and Responsibilities Officer/designate will acknowledge receipt of the complaint, except in exceptional circumstances, within 3 business days. The complaint will then be assigned to a Student Rights and Responsibilities Case Manager who will investigate.

The Student Rights & Responsibilities Case Manager hearing the complaint shall ensure that there is procedural fairness, taking care to see that all persons affected by the decision are given a reasonable opportunity to present their case and that the Case Manager listens fairly to all sides and reaches a decision without bias. The Case Manager will follow up with a decision and provide a written response to the complainant and the respondent.

The Case Manager will investigate the complaint with the stakeholders involved in one of two ways (as determined by the Case Manager) within 15 business days:

1. By conducting a fact-finding process with the stakeholders involved and providing a written decision, within 15 business days except in exceptional circumstances of receipt of the documented complaint, or
2. Or on rare occasions by appointing a Tribunal which will conduct a fact-finding process and render a decision, except in exceptional circumstances within 15 business days of receipt of the documented complaint.

The Tribunal is comprised of the following trained individuals:

- The Case Manager hearing the complaint
- A faculty or staff member from a different department or service area
- One student chosen by the Student Administrative Council/Student Association

3. Rights of the Complainant and the Respondent
  - a) Complainants and respondents may attend meetings with a (non-participating) support person. The College considers requests to attend meetings with additional support persons and with legal or other representation on a case-by-case basis, with a view to promoting a fair and expeditious process. The College may still question and expect direct answers from an individual who is being supported.
  - b) Present submissions and request voluntary witnesses as might be required to support an argument.
  - c) Present a line of questioning to the Case Manager or Appeal Tribunal as reasonably required for a full and fair disclosure of the facts.
  - d) To be notified about the outcome of any process or appeal decision.
  - e) The respondent has the right to be found responsible ONLY on proof based on a balance of probabilities (which means that it is either more likely or not likely that the incident(s) occurred). This is consistent with the burden of proof required by civil law and is different from the beyond a reasonable doubt burden required by criminal law).

### 4.3 **Procedural Fairness**

Procedural fairness, for the purposes of this policy, includes an opportunity for all parties involved to be able to provide their versions of the event(s) to a Case Manager. The Complainant and Respondent are given the same rights as described in section 4.2.3 above, including the opportunity to provide documentation and request witnesses to support their version of the event(s). Finally, the resolution process will take place in a timely fashion, based on the timelines provided within this Policy, except for in extenuating circumstances. If there are extenuating circumstances, both the complainant and the respondent will be informed of the delay, and the cause of the delay.

In cases where the complaint has not been dealt with within 15 business days in the manner described in 4.2 above, the complainant can take their complaint to the Director of Housing, Food & Conference Services and Student Conduct. This complaint must be made in writing. The Administrator of the Student Rights and Responsibilities policy will investigate the reasons for the delay and respond to the complainant in writing within 3 business days with a course of action.

### 4.4 **Resolution**

After a decision is made regarding the violation of a student's rights, the Case Manager hearing the complaint will follow up by providing a written decision to the complainant and respondent outlining the decision and what action is to be taken, if any, within 15 business days, except in exceptional circumstances.

## 5.0 **Possible Sanctions**

If a student is deemed to have violated their responsibilities, sanctions may be imposed by the Case Manager hearing the complaint under the direction of Administrator of the Student Rights and Responsibilities Policy. If sanctions are imposed, they will be fitting and appropriate to the seriousness of the behavior in question, the impact of the behaviour on the College Community and whether there have been previous violations. Any sanction calling for the suspension of more than 5 days and/or expulsion of the student must be approved by the Associate Vice-President Student Services. All lesser sanctions will be approved by the Administrator of the Student Rights and Responsibilities Policy.

### 5.1 **Written Reprimand**

A written reprimand is a formal letter to the student that will remain on file for the duration of a student's time at the College. The letter includes the following information:

- a) Description of the behaviour in question;
- b) Description of the consequences if the behaviour is repeated: i.e. continuation or repetition of conduct found to be in violation of Student Responsibilities may be cause for more severe disciplinary action if another violation occurs within a stated period of time;
- c) Information regarding resources within the College the student may access for assistance.

### 5.2 **Restorative Justice Practices**

The Office of Student Rights and Responsibilities will coordinate space and facilitate services for students taking responsibility for harmful behaviour and those who are/were affected by the behaviour. The purpose of this practice is to have both parties jointly construct an agreement on

how to repair harm, or restore relationships moving forward. This agreement will be documented and part of the formal sanction record.

### 5.3 **Restitution or Fines**

Fines or restitution orders may be imposed to compensate the College or community member(s) in the event of defacement, damage to, or misappropriation of property.

### 5.4 **Behavioural Contract**

A behavioural contract is a written document between the College and the student which specifies certain behaviours that the student must comply with. It will normally limit campus activities and may include specific terms and conditions.

### 5.5 **Suspension**

Suspension refers to exclusion from classes, field placement and other privileges or activities for a stated period of time. Suspension will include exclusion from the campus and property belonging to the College for a stated period of time unless otherwise stated. Any sanction calling for the suspension of a student for 5 days or less must be approved by the Administrator for the Student Rights and Responsibilities policy. Any sanction calling for the suspension of the student for more than 5 days must be approved by the Associate Vice-President Student Services.

### 5.6 **Expulsion**

Expulsion refers to the permanent termination of a student's access to academic instruction, including access to College campuses. Any sanction calling for the expulsion of a student must be approved by the Associate Vice-President Student Services. Re-admission may not be sought.

### 5.7 **Adherence to Sanctions**

Failure to adhere to imposed sanctions, including the payment of restitution or a fine within the time limit prescribed, or if a behavioural contract is broken, the student will face further disciplinary action, including up to expulsion from the College. No refunds for fees will be issued for any College related activities in accordance with College policies.

## 6.0 **REQUESTING AN APPEAL**

6.1 Appeals will only be considered if they meet the appropriate grounds for an appeal. Grounds are reasons that can be used to challenge the decision made by the case manager following the summary of an investigation of a formal complaint, or the sanction. The College will only consider an appeal based on the following grounds:

- a) **Personal Bias / Unfair Treatment:** perceived unfair treatment based on the case manager not following the process as outlined in this policy. Perceived unfair treatment based on the sanction not fitting or appropriate based on the policy violation, as stated in Section 5: Possible Sanctions.
- b) **New information / Extenuating Circumstances:** If the complainant or respondent has new information, or documentation of extenuating circumstances that was not available at the time of the original investigation.

Students must submit appropriate documents to support their request at the time they submit the request for appeal.

- 6.2 An appeal of the above decisions must be made within 10 business days of the decision being appealed. An appeal not made within the time limit will not be heard unless there are, in the opinion of the College, exceptional circumstances.
- 6.3 Appeals dealing with a suspension of more than 5 days or expulsion will be heard by the Vice President Academic. All other appeals will be heard by the Associate Vice-President Student Services.
- 6.4 The student will complete an online Appeal Request Form which will include the following information: the name of the student appealing, the decision being appealed, the ground(s) for requesting an appeal, and the solution which the student appealing is requesting from the appeals process.
- 6.5 The purpose of the appeal is to review whether the proper process, as outlined in this procedure was followed without unfair bias, and with all relevant information available. The purpose of the appeal is not to initiate a repetitive fact finding process.
- 6.6 An Appeals Request will be returned to the student requesting the appeal and explained in writing if appropriate grounds are not met.
- 6.7 The Associate Vice-President Student Services / Vice President Academic or designate will hear the appeal in the following way:
  1. Convening an Appeals Tribunal which will hear the appeal and provide a written decision within ten (10) business days except in exceptional circumstances of receipt of the documented appeal.

The Appeals Tribunal will consist of the following members:

- The Associate Vice-President Student Services/Vice President Academic or designate (Committee Chair)
  - One faculty or staff member, from a different department or service area
  - One student chosen by the Student Administrative Council/Student Association
- 6.8 Any individual who has been involved in or has made a decision with regard to the issue being appealed shall not be part of the appeal process.
  - 6.9 The Office of Student Rights and Responsibilities or designate shall co-ordinate the procedures at an appeal ensuring procedural fairness, taking care to see that all persons affected by the decision of the Tribunal are given a reasonable opportunity to present their case and that the Appeals Tribunal members listen fairly to both sides and reach a decision without bias.
  - 6.10 All parties to the proceedings of the Appeals Tribunal shall be given reasonable notice of the time, place and purpose of the meeting. Neither the Complainant nor the Respondent needs to attend, but will be invited to attend if they would like, or they can send a pre-arranged proxy, or write a letter to the Appeals Tribunal.



- 6.11 Other individuals may, subject to advance consultation with the Tribunal Chair, present submissions relevant to the matter in question.
- 6.12 A student involved in an appeal procedure will have the right, upon request, of access to all relevant data bearing on the decision being appealed subject to the College's Access to Privacy Policy or other appropriate policies.
- 6.13 Within three (3) business days of the decision by the Appeals Tribunal, the Associate Vice-President Student Services/Vice President Academic or designate shall notify the student of the decision in writing stating the reasons for the decision. The Case Manager will notify, in writing, the other party involved in the case to inform them of the decision.
- 6.14 The Appeal decision shall be final and binding.

## **7.0 RECORD KEEPING AND ACCESS TO RECORDS**

All records resulting from formal Student Rights and Responsibilities reports will be kept in a secure central registry, and are not a part of the academic record. Managing these records will be the responsibility of the Administrator of the Student Rights and Responsibilities Policy, under the direction of the Associate Vice-President Student Services. Access to these records will be restricted to appropriate College staff as per the Colleges' Access to Privacy Policy, or as may be required by law. All records will be kept according to College Policy #6-603, *Data Record Retention and Disposition*.

### **Related Documents**

- College Policy #5-506, *Student Rights and Responsibilities*
- College Policy #5-503, *Maintenance of and Access to Student Records*
- College Policy #3-311, *Harassment and Discrimination Prevention* and related Administrative OP
- College Policy #2-201, *Academic Regulations* and related Administrative OP
- College Policy #6-601, *Information Technology Appropriate Use Policy*

### **Appendices**

N/A

### **History of Amendments/Reviews:**

<b>Section(s)</b>	<b>Date</b>	<b>Comments</b>
Student Responsibilities policy #3-326 created	1992	• Board approval of policy which included procedure (Resolution BoG Sept 2-1992 #3)
Procedure extensively revised to separate academic complaints/ concerns and student behaviours from rights/ responsibilities	2014	• Board approval of revised policy (included procedure) (Resolution BoG June 25-2014 #7)
Regular review.\	January 2016	Consultations with stakeholders (Academic Leaders, Student Service Managers, SR&R Case Managers)
Resolution and Complaint process developed.\	Summer 2016	• ELT approval of revisions, process (September 13, 2016 meeting and email feedback )

## ADMINISTRATIVE OPERATING PROCEDURE

<b>Violence Prevention</b>	
<b>Procedure ID:</b>	#4-420 OP
<b>Approved by:</b>	Executive Leaders Team
<b>Effective Date:</b>	July 1, 2015
<b>Next Review Date:</b>	June 2018
<b>Monitoring Responsibility:</b>	Manager, Public Safety and Parking
<b>Linked to a College Policy:</b>	<input checked="" type="checkbox"/> Yes # 4-420 <i>Violence Prevention</i> <span style="float: right;"><input type="checkbox"/> No</span>

### Policy Statement

Fleming College is committed to fostering a safe and welcoming working and learning environment that is free from threatening behaviour and all forms of violence as enshrined in established provincial and federal statutes. These include, but are not limited to, the Occupational Health and Safety Act (OHSA), the Criminal Code of Canada, and the Charter of Rights and Freedoms.

To that end, no person shall engage in violent conduct or make threats, implied or directly, on College property or in connection with College business.

### Definitions/Acronyms

No policy can provide a full description and definition of behaviours that fall within the meaning of violence or threats. This policy encompasses violence and threatening behaviours based upon the definitions outlined in the OHSA (Bill 168), the Student Rights and Responsibilities Policy, Sexual Assault & Sexual Violence Policy and the Criminal Code of Canada.

#### ***Threatening Behaviour means:***

Words, acts or gestures directed towards a person that indicate:

1. The recipient will be physically harmed or killed.
2. Someone else will be physically harmed or killed.
3. Personal property will be burned, damaged or destroyed.
4. The pets or animals belonging to any person will be injured or killed.

The above definition can include verbal or written threats and threats made through electronic media such as text messages, email or other social media including but not limited to Facebook, Twitter, My Space and blogs. Refer to the “Information Technology and Communications Appropriate Use Policy” (Policy #6-601) for additional information.

#### ***Violence means:***

1. The exercise of direct or indirect physical force by a person against another person that causes or could cause physical injury.
2. An attempt to exercise direct or indirect physical force against another person that could cause physical injury.
3. A statement or behaviour that it is reasonable for a person to interpret as a threat to exercise direct or indirect physical force against a person that could cause physical injury.
4. The carrying, pointing, brandishing or threat to use a weapon. A weapon includes replicas or any other object that is used as a weapon.

**Domestic Violence means:** violent, threatening or extremely coercive behaviour; perpetrated by one partner in a current or former intimate relationship on the other. It can consist of a pattern of ongoing behaviour lasting years or one single isolated incident.

**Sexual Assault and Sexual Violence:** definitions related to Sexual Assault and Sexual Violence and the procedures related to responding to such incidents are contained in the Sexual Assault and Sexual Violence Policy available at the following link: <https://department.flemingcollege.ca/sexual-assault/>

## Operating Procedure

### 1.0 PREVENTION & EDUCATION

This policy promotes a proactive approach that includes education, prevention and safe resolution to incidents. The College is committed to promoting widespread understanding about what constitutes violent and threatening behaviour and the consequences associated with such behaviour.

**1.1 Awareness of the Policy:** The College will ensure awareness of this policy by:

- Making the policy available to any existing and new member of the College. Locations where the full document can be accessed will be posted in high profile and conspicuous locations on each campus, as well as in electronic format and other formats that are available at the College.
- Providing training to employees, ensuring those persons with leadership responsibilities are aware of their obligations under the policy and legislation. Training will cover what constitutes violence and threatening behaviour, the reporting process and incident response procedures.
- Conducting ongoing awareness events and emergency drills.

**1.2 Risk Assessment:** A workplace violence risk assessment shall be conducted upon the approval of this policy. Further assessments shall be conducted as necessary for the protection of workers, including when there is a significant change in a workplace such as a major renovation or department reorganization. The results of these assessments shall be communicated to affected employees and to the Joint Health & Safety Committees. Upon the completion of the assessment, a program which addresses the risks identified will be developed, which may include procedures, training or increased security protocols.

### 2.0 INCIDENT REPORTING RESPONSIBILITIES

Any member of the Fleming Community that becomes aware of an incident of violence, domestic violence or threatening behaviour has a responsibility to report that behaviour to their Supervisor, College Security and/or the Police as appropriate for the circumstances.

Supervisors who are aware of threatening or violent behaviour are required to take immediate action to minimize the risk to students and employees including summoning College Security and/or Police assistance where appropriate. College employees should not attempt to physically restrain violent persons. Supervisors must report all incidents of violence, domestic violence or threatening behaviour to College Security or via the Online Incident Report Form available at the following link:

<https://mycampus.flemingc.on.ca/group/mycampus/reporting-form>

In order to comply with its legal obligations, the College may, under appropriate circumstances, initiate an investigation without a request to do so from a complainant. As well, where appropriate, the

College may choose to continue with a procedure even after a complainant has decided to terminate the process.

For reporting incidents related to Sexual Assault or Sexual Violence please refer to Administrative Operating Procedure 3-343 OP: Sexual Assault & Sexual Violence Protocol.

### **3.0 INFORMATION PROVIDED TO WORKERS**

Under the Ontario Occupational Health & Safety Act, Sections 25(2)(a) Fleming College is required as an employer to provide information to workers to protect their Health and Safety. Under section 27(2)(a), supervisors have a duty to advise employees of potential or actual danger to health and safety.

These obligations apply to the risk of violence in the workplace. Fleming College and its supervisors are required to provide information to their workers about a person with a history of violent behavior, if:

- the worker can be expected to encounter that person in the course of their work; **and**
- the risk of workplace violence is likely to expose the worker to physical injury.

Knowledge of a history of violent behaviour does not reasonably give rise to a risk to workers. The above two pre-conditions must be present in order for disclosure of information to take place. The Threat Assessment Team shall participate in determining the risk of violence, unless there is a reasonable need for an immediate response. Only the amount of information reasonably necessary to protect the worker will be disclosed.

### **4.0 SUPPORT SERVICES**

Fleming College is committed to providing confidential support services to victims of violence, domestic violence or threatening behaviour. Assistance in accessing support can be obtained through the following campus departments:

Students

- Campus Security, 705-749-5530 extension 8000
- Counseling Services: 705-749-5527 (Sutherland) 705-324-9144 extension 3320 (Frost)
- Health Services: 705-749-5504 (Sutherland) 705-878-9304 (Frost)

Employees

- Human Resources 705-749-5530 extension 1982

### **5.0 ACADEMIC FREEDOM**

Fleming College acknowledges the College community's right to academic freedom and to engage in the frank discussion of potentially controversial matters, such as race, sex, sexual orientation, politics, or religion, within the bounds of this policy. Further, the use of legitimate instructional techniques, such as irony, argument, conjecture and refutation, or the assignment of readings which may present a controversial point of view are also acknowledged, but will at all times be subject to this policy.

### **6.0 SANCTIONS, REDRESS, REPRISAL, & COMPLAINTS MADE IN BAD FAITH**

**6.1 Sanction/Redress:** To the extent possible, where a formal complaint has been substantiated, the College's objective is to ensure the safety of the individual(s) that was the victim of the threat or violence and the safety of the College community. A substantiated act of threatening behaviour or violence may be cause for disciplinary action by the College up to and including the possibility of discharge in the case of an employee and expulsion in the case of a student.

Sanctions imposed will be applied with an understanding of the seriousness of the misconduct and follow the general principles of corrective discipline. In the case of an individual who is a

representative of an organization that is in a contractual relationship with the College, the action taken may include the suspension or termination of that relationship.

**6.2 Trivial, Frivolous, Vexatious, or Complaints Made in Bad Faith:** Complaints that upon investigation have been found to be trivial, frivolous, vexatious or made in bad faith shall result in a penalty against the complainant. The severity of the penalty will be determined based on the seriousness and impact of the complaint as outlined in section 5.1.

**6.3 Protection from Reprisal:** Subject to section 5.2, every individual has the right to file a complaint about violence or threaten behaviour, participate or cooperate in an investigation, provide information relevant to the complaint, in any role under the policy and/or procedures, without fear of retaliation or reprisal. Any form of retaliation or reprisals will not be tolerated and will be treated as harassment and/or discrimination.

### Related Documents

- Occupational Health and Safety Act of Ontario
- College Policy #3-311, *Harassment and Discrimination Prevention*
- College Policy #3-343, *Sexual Assault and Sexual Violence*
- College Policy #4-420, *Violence Prevention*
- College Policy #5-506, *Student Rights and Responsibilities*
- College Policy #6-601, *Information Technology and Communications Appropriate Use Policy*
- Residence Community Standards (Student Handbook)
- Academic Collective Agreement
- Support Staff Collective Agreement

### Appendices

- Appendix A – Incident Response Procedures
- Appendix B – Behavioural Assessment and Management Team Terms of Reference

### Summary of Amendments/Reviews:

Section(s)	Date	Comments
Procedures	April 2009	Minor updates
Regular review	June 2015	Language updates, reflects new format

## **Appendix A to Operating Procedure 4-420 OP: Incident Response Procedures**

### **A.1 Hold and Secure Protocol**

The following protocol is designed to provide general guidance in the event of an incident external to the College that may pose a risk of physical harm to persons if they leave the College buildings. These procedures are based on the premise that no procedure can cover all situations.

It is the responsibility of all members of the College community to immediately report any situation that they believe places an individual or the College in an unsafe or potentially unsafe situation.

There are a wide variety of incidents that may result in the activation of the Hold & Secure Protocol. Some examples include but are not limited to:

- Police searching the nearby area for violent suspect.
- A fire in the adjacent neighbourhood that may pose an air quality risk.
- Gas leak in the local area that may result in evacuation of the campus.
- Traffic accident involving the release of a toxic substance near the College.

#### **A.1.1 Hold and Secure Announced**

In the event of a Hold and Secure announcement each member of the College community should:

1. Remain inside the building
2. Stay away from exterior windows & doors
3. Do not use cell phones, laptops or other devices
4. Await further instructions from Campus Security Staff

#### **A.1.2 Investigation and Follow-Up**

All incidents involving the activation of the Hold & Secure Protocol will be investigated by the Manager, Public Safety & Parking or designate in consultation with other departments or agencies including the police.

In cases involving students the Student Rights and Responsibilities Administrators and/or Residence Managers shall be responsible for issuing sanctions. In cases involving employees the appropriate Department Manager and Vice-President Human Resources and Strategic Development shall be responsible for issuing sanctions.

The Behavioural Assessment & Management Team may, as per their mandate, investigate, evaluate, make recommendation to Executive Leadership or take action, in relation to all reports of serious threats.

#### **A.1.3 Note to Supervisors/Managers**

Once made aware of an incident that may endanger the physical well-being of a worker the Occupational Health and Safety Act requires you to take all reasonable steps to ensure the safety of workers. For additional advice or guidance contact the Manager, Public Safety & Parking.

### **A.2 Threatening Behaviour Response Procedures**

It is the responsibility of all members of the College community to immediately report any situation that they believe to be an act of violence or a threat of violence that places an individual or the College in an unsafe or potentially unsafe situation.

All threats are to be taken seriously. The procedures outlined below are designed as a guide when deciding what immediate actions to take. Every situation is different and, when in doubt, contacting 911 to request police assistance is always an option.

#### **A.2.1 Threatening Behaviour – In Progress**

1. Remain Calm
2. Use verbal de-escalation techniques to maintain control of the situation.
3. If unable to de-escalate the situation, move to a safe location.
4. Request assistance from your immediate Supervisor.
5. Contact Camps Security at extension 4444 (where Security Service is available)
6. Take steps to limit risk to others by:
  - a) closing office doors;
  - b) inform other staff to move to a safe location;
  - c) do not leave a person being threatened alone with the threat maker.

#### **A.2.2 Threatening Behaviour – After The Fact**

1. Inform your immediate supervisor of the incident if they are available.
2. If supervisor is unavailable contact and time is a concern College Security at extension 4444
3. If time is not an immediate concern, complete the Online Incident Report Form available at the following link: <https://mycampus.flemingc.on.ca/group/mycampus/reporting-form>

#### **A.2.3 Investigation and Follow-Up**

All incidents involving threatening behaviour will be investigated and documented by the Manager, Public Safety & Parking or designate in consultation with other departments or agencies including the police.

In cases involving students the Student Rights and Responsibilities Administrators and/or Residence Managers shall be responsible for issuing sanctions. In cases involving employees the appropriate Department Manager and Vice-President Human Resources and Strategic Development shall be responsible for issuing sanctions.

The Behavioural Assessment & Management Team may, as per their mandate, investigate, evaluate, make recommendation to Executive Leadership or take action, in relation to all reports of serious threats.

#### **A.2.4 Note to Supervisors/Managers**

Once made aware of a threat or violent incident the Occupational Health and Safety Act requires you to take all reasonable steps to ensure the safety of workers. For additional advice or guidance contact the Manager, Public Safety & Parking.

### **A.3 Violent Incident Response Procedures**

It is the responsibility of all members of the College community to immediately report any situation that they believe to be an act of violence or a threat of violence that places an individual or the College in an unsafe or potentially unsafe situation.

During a violent incident the safety of all members of the College community is the first priority of the College. The procedures outlined below are designed as a guide when deciding what immediate actions to take. Every situation is different and, when in doubt, contacting 911 to request police assistance is always an option.

### **A.3.1 Active Shooter Protocol**

In the event of an incident involving a person actively engaged in using a firearm to attack the College each member of the College community should:

- Assess their situation
- Consider their options
- Take action to protect themselves.

The following options are recommended depending on your assessment of your situation:

**GET OUT** – Exiting the room/area/building may be your best option:

- Choose a safe exit and leave immediately
- Notify anyone you encounter to get out
- Once in a safe place call 911
- Follow directions of police or security if you encounter them as you exit

**HIDE** – If you can't safely get out then hiding is your next best option

- Close and lock the door. If it can't be locked, tie or barricade it shut
- Stay out of the line of fire and remain quiet
- Silence all cell phones and other devices
- Do not answer the door

**FIGHT** – As a last resort you may have to defend yourself

- Quietly develop a plan to subdue the attacker(s)
- Improvise weapons from objects in the room
- Commit to an aggressive attack
- Stop the threat

While the chances of an Active Shooter coming the campus is extremely remote, it is important for all students and employees to be prepared for this worst case scenario. A short video with more information is available on the Campus Security website at the following link:

<https://department.flemingcollege.ca/security/security/crime-prevention/>

### **A.3.2 Violent Incident (no firearms) - In Progress**

1. Move to a safe location.
2. Contact Campus Security at extension 4444 (where Security Service is available)
3. Notify any College employee where Security Service is not available.
4. Contact police, dial 911, if in your judgment the level of violence requires police response.
5. Do not intervene to stop a violent incident.

### **A.3.3 Non-Physical Altercation - In Progress**

1. Move to a safe location.
2. Contact Campus Security at extension 4444 (where Security Service is available)
3. Notify any College employee where Security Service is not available.
4. Stay a safe distance away to observe.
5. Keep others away from the area.
6. Do not intervene to stop an altercation.



### **A.3.4 Violent Incident - After The Fact**

1. Employees are required to inform their immediate supervisor of the incident.
2. If supervisor is unavailable and time is a concern College Security at extension 4444.
3. If time is not an immediate concern, complete the Online Incident Report Form available at the following link: <https://mycampus.flemingc.on.ca/group/mycampus/reporting-form>
4. Students are required to report all incidents of violence to Campus Security.

### **A.3.5 Investigation and Follow-Up**

All incidents of violence will be investigated and documented by the Manager, Public Safety and Parking or designate in consultation with other departments or agencies including police.

In cases involving students the Student Rights and Responsibilities Administrators and/or Residence Managers shall be responsible for issuing sanctions. In cases involving employees, the appropriate Department Manager and Vice-President Human Resources and Student Services shall be responsible for issuing sanctions.

The Behavioural Assessment and Management Team may, as per their mandate, investigate, evaluate, make recommendation to Executive Leadership or take action, in relation to all reports of serious threats.

### **A.3.6 Note to Supervisors/Managers**

Once made aware of a threat or violent incident, the Occupational Health and Safety Act requires you to take all reasonable steps to ensure the safety of workers. For additional advice or guidance, contact the Manager, Public Safety & Parking.

## **A.4 Domestic Violence Safety Procedures**

Once the College becomes aware that domestic violence threatens a member of the College community every reasonable precaution will be taken to protect that person and other members of the College community. The procedures outlined below are designed as a guide when deciding what to do if you or someone you know is experiencing domestic violence or the threat of domestic violence.

No procedure can possibly address every situation therefore the College encourages members of the community to seek additional guidance from Manager, Public Safety and Parking or Campus Security if they are uncertain of what to do regarding domestic violence.

### **A.4.1 Domestic Violence – In Progress**

1. Move to a safe location.
2. Contact Campus Security at extension 4444 (where Security Service is available)
3. Notify any College employee where Security Service is not available.
4. Contact police, dial 911, if in your judgment the level of violence requires police response.
5. Do not intervene to stop a violent incident.

### **A.4.2 Domestic Violence – Suspect On Site**

In the event that an abuser or suspected abuser is at the College searching for another person:

1. Do not disclose the location of the intended victim
2. Move to a safe location and secure the door.
3. Contact College Security at extension 4444.
4. Inform a supervisor as soon as possible.
5. If possible, warn the intended victim.

#### **A.4.3 Domestic Violence – Voluntary Disclosure**

In the event that a person discloses that they are experiencing domestic violence or the threat of domestic violence you can seek advice or report your concern in person to Campus Security or via the Online Incident Report Form available at the following link:

<https://mycampus.flemingc.on.ca/group/mycampus/reporting-form>

#### **A.4.4 Investigation and Follow-Up**

All reports of domestic violence will be investigated and documented by the Manager, Public Safety and Parking or designate in consultation with other departments and agencies including the Behavioural Assessment and Management Team. Once the level of threat has been determined, a safety plan will be put into place to ensure the safety of the victim and the College community.

#### **A.4.5 Supervisor Note**

Once made aware of an employee experiencing domestic violence the Occupational Health and Safety Act requires you to take all reasonable steps to ensure the safety of workers. For additional information contact the Manager, Public Safety and Parking.

## **Appendix B to Operating Procedure 4-420 OP: Behavioural Assessment & Management Team, Terms of Reference**

### **Commitment**

Fleming College is committed to making our institution safe for students, employees and visitors. This protocol is an important part of an integrated strategy to maintain safe campuses. The Behavioural Assessment and Management Team will work with the Fleming community and with community partners to prevent traumatic events by sharing and evaluating information about persons at risk for violence towards self and/or others. The sharing of information will respect the individual's rights to privacy and the safety of all.

### **Goal**

The goal of this protocol is to remove, or reduce as much as possible, threats to the safety of all persons working, studying or visiting at any Fleming College location. The greater the cooperation of the community to identify threats and high risk situations, the greater the potential for predicting and preventing potentially violent situations.

### **Responsibility**

The College recognizes its responsibility to deal quickly, fairly and effectively in situations relating to acts of violence or threats of violence and to implement adequate education, awareness, prevention and enforcement initiatives to prevent violence.

It is the responsibility of all members of the College community to immediately report any situation that they believe to be an act of violence or a threat of violence that places an individual in an unsafe or potentially unsafe situation. Appendix A of this procedure provides the form and process for responding to and reporting violence or threats of violence.

### **Mandate**

The Behavioural Assessment & Management Team (BAMT) will investigate, evaluate and make recommendations, in relation to all reports of threats of violence, acts of actual violence and sexual violence (where appropriate). Examples of these incidents include but are not limited to the following:

- serious violence or violence with intent to harm or kill
- incidents with intent to injure
- verbal/written threats to injure, kill or otherwise harm others (clear, direct & plausible)
- internet website/MSN threats to kill others
- possession of weapons (including replicas)
- bomb threats
- fire setting
- sexual intimidation, sexual violence or sexual assault
- gang related intimidation and violence .

Recommendations are made to the appropriate ELT member as follows:

- In cases where the focus of the investigation is a student or potential student, the ELT member will be the Associate Vice-President Student Services.
- In cases where the focus of the investigation is an employee or potential employee, the ELT member will be the Vice-President Human Resources and Student Services.
- In cases where the focus of the investigation is neither a student or an employee either the Associate Vice-President Student Services or the Vice-President Human Resources and Student Services will hold decision making authority.

## Behavioural Assessment and Management Team Membership

Due to the nature of their roles at the College and to ensure at representation of the Frost Campus the following positions are permanent members of the Behavioral Assessment & Management Team:

Position	Current Name	Extension
Manager, Public Safety and Parking	John Gallen (Chair)	1191
Director, Housing, Food and Conference Services	Travis Doak (Vice-Chair)	1101
Director, Counseling and Accessible Education Services	Red Keating	1935
Human Resources Consultant and Human Rights Officer	Nick Duley	1982
Manager, Student Services (Frost Campus)	Mark Gray	3255
Manager, Frost Residence	Rob Marsh	3329
Academic Representative	School Specific to Case	N/A

Resource members to the BAMT would include persons internal and external to the College and will vary from case to case. They would include our consulting psychiatrist, counsellors, nurses, faculty, Academic Leaders (Deans, Chairs, Co-ordinators) and police.

When the BAMT is activated due to a formal complaint/concern, the Team will assemble/communicate as soon as possible with as many members as possible. Lack of availability should not prevent the Team from proceeding with an assessment of the situation especially if one is required quickly.

## Behavioural Assessment Process

The Fleming threat assessment process will be guided by current practices advocated by the Canadian Centre for Threat Assessment & Trauma Response when evaluating threat/risk. Use of the HCR-20 as a structured judgment guide is also authorized in appropriate circumstances.

Incidents where there is immediate threat/risk should be reported through the College's established emergency response protocol. The BAMT will not undertake a formal threat/risk assessment until after such a situation has been stabilized.

The BAMT can be activated by any member of the Team or through a validated complaint/concern process which can be initiated by any member of the College community or community partner. Complaints/concerns can be directed to the BAMT in several ways:

1. By reporting a complaint/concern via the Online Report Form available at the following link: <https://mycampus.flemingc.on.ca/group/mycampus/reporting-form>
2. By reporting a complaint/concern to Campus Security in person.

In cases where the complainant is unsure whether their complaint/concern is appropriate for the BAMT, they can seek advice from Campus Security or the Manager, Public Safety & Parking. Members of the College Community are encourage to report their concerns even if they are unsure. An assessment will be conducted so there is an appropriate response and you will receive feedback.

The full BAMT will also meet regularly (at least twice per semester) to review processes and procedures as well as to review any worrisome patterns of student behaviour reported through the incident tracking data base.

### **Case Management Group**

In order to ensure a consistent approach to assessing behaviour and a timely response to actual or potential threats, the following BAMT Members shall meet regularly to review incident reports and provide updates to the full team:

- Manager, Public Safety and Parking
- Director, Housing, Food & Conference Services
- Director, Counseling & Accessible Education Services

### **Community Partners**

The BAMT will develop working relationships with community partners, including the police, to enhance the amount and quality of information available for threat/risk assessments. We will co-operate with community partners when they initiate their own threat/risk assessments, respecting all relevant privacy laws and guidelines by the Ontario Privacy Commissioner.

## COLLEGE POLICY

<b>Violence Prevention</b>	
<b>Policy ID:</b>	#4-420
<b>Manual Classification:</b>	Section 4 – Finance and Facilities
<b>Approved by Board of Governors:</b>	June 24, 2015 <span style="float: right;">BoG June24-2015 #2</span>
<b>Effective Date:</b>	July 1, 2015
<b>Next Policy Review Date:</b>	2020
<b>Administrative Contact for Policy Interpretation:</b>	Vice-President Finance and Administration
<b>Linked to an Operating Procedure:</b>	<input checked="" type="checkbox"/> Yes #4-420 OP <i>Violence Prevention</i> <input type="checkbox"/> No

### Policy Statement

Fleming College is committed to fostering a safe and welcoming working and learning environment that is free from threatening behaviour and all forms of violence as enshrined in established provincial and federal statutes. These include, but are not limited to, the Occupational Health & Safety Act (OHSA), the Criminal Code of Canada, and the Charter of Rights and Freedoms.

To that end, no person shall engage in violent conduct or make threats, implied or directly, on College property or in connection with College business.

### Purpose

This policy is intended to provide information and direction to address issues of threatening behaviour, violence and domestic violence. This policy is designed to work in concert with other College policies including Harassment & Discrimination Prevention Policy, Student Rights & Responsibilities Policy as well as the Sexual Assault and Sexual Violence Policy.

### Scope

This policy applies to all members of the College Community including all employees, governors, students, contractors, suppliers of services, individuals who are directly connected to any College initiatives, volunteers and visitors.

This policy and the Administrative Operating Procedure will apply to incidents:

- (a) occurring within or affecting people or property within the physical boundaries of the College;
- (b) occurring on or affecting College owned or controlled property, including student residences;
- (c) occurring with the use of computer and telephone systems, and college and private vehicles being used for college business or for travelling between work and study locations;
- (d) occurring at a College-sponsored event including events sponsored by, any student government, club or service group and other bodies affiliated with the College.
- (e) occurring off campus which are likely to have an impact on the working or learning environment.

This policy shall not apply to incidents occurring off campus which have no or little likelihood of any impact on the working/learning environment at the College. Such incidents should be pursued by individuals through external processes.

## Definitions/Acronyms

No policy can provide a full description and definition of behaviours that fall within the meaning of violence or threats. This policy encompasses violence and threatening behaviours based upon the definitions outlined in the OHSA (Bill 168), the Student Rights and Responsibilities Policy, Sexual Assault & Sexual Violence Policy and the Criminal Code of Canada.

### ***Threatening Behaviour means:***

Words, acts or gestures directed towards a person that indicate:

1. The recipient will be physically harmed or killed.
2. Someone else will be physically harmed or killed.
3. Personal property will be burned, damaged or destroyed.
4. The pets or animals belonging to any person will be injured or killed.

### ***Violence means:***

1. The exercise of direct or indirect physical force by a person against another person that causes or could cause physical injury.
2. An attempt to exercise direct or indirect physical force against another person that could cause physical injury.
3. A statement or behaviour that it is reasonable for a person to interpret as a threat to exercise direct or indirect physical force against a person that could cause physical injury.
4. The carrying, pointing, brandishing or threat to use a weapon. A weapon includes replicas or any other object that is used as a weapon.

***Domestic Violence means:*** Violent, threatening or extremely coercive behaviour; perpetrated by one partner in a current or former intimate relationship on the other. It can consist of a pattern of ongoing behaviour lasting years or one single isolated incident.

The above definition can include verbal or written threats and threats made through electronic media such as text messages, email or other social media including but not limited to Facebook, Twitter, My Space and blogs. Refer to the “Information Technology and Communications Appropriate Use Policy” (Policy #6-601) for additional information.

**Sexual Assault and Sexual Violence:** definitions related to Sexual Assault and Sexual Violence and the procedures related to responding to such incidents are contained in the Sexual Assault and Sexual Violence Policy available at the following link: <https://department.flemingcollege.ca/sexual-assault/>

## General Principles

The College endorses its legal and social responsibility to provide a working and learning environment free from threatening behavior and all forms of violence.

The College recognizes that achieving a threat and violence free employment and educational environment requires institutional support, pro-active educational programming, effective complaints procedures, cooperation from every member of the college community, and informed leadership at every level of the institution.

Management staff, at all levels, have a legal obligation to act expeditiously upon information concerning incidents of threatening behavior and all forms of violence.

The College recognizes its obligation to ensure that this policy and the procedures are fair and applied fairly. Both complainants and respondents are to be treated fairly and given equal opportunity to present their version of events, while preserving the dignity, privacy and self-respect of all persons involved.

The College has a high regard for, and will strive to ensure, confidentiality as a top priority subject to disclosure obligations required by law. The College recognizes that there may be times when immediate disclosure is required in order to prevent or respond to threatening behaviour or a violent incident. In such cases disclosure will be limited to persons that need information in order to prevent or respond to an incident in compliance with Occupational Health and Safety Act.

### Related Documents

- Occupational Health and Safety Act of Ontario
- College Policy #3-311, *Harassment and Discrimination Prevention*
- College Policy #3-343, *Sexual Assault and Sexual Violence*
- College Policy #5-506, *Student Rights and Responsibilities*
- College Policy #6-601, *Information Technology & Communications Appropriate Use Policy*
- Residence Community Standards (Student Handbook)
- Academic Collective Agreement
- Support Staff Collective Agreement
- Administrative Operating Procedure #4-420 OP, *Violence Prevention*

### Appendices

N/A

### Summary of Amendments/Reviews:

Section(s)	Date	Comments
Full policy review	May 2004	Policy #3-336 (Promoting a Peaceful Community) revoked and renamed as #4-420 (Violence Prevention)
Appendix A-D in procedures	April 2009	Reviewed and updated
Regular review	June 2015	Language updates, reflects new format





## RENEWABLE PERFORMANCE BOND FOR A MULTI-YEAR CONTRACT

**Bond No.:** BND0018030

**Bond Amount:** \$100,000.00

**10647802 Canada LTD o/a Dexterra Integrated Facilities Management (Dexterra)** as Principal, hereinafter called the Principal, and **Northbridge General Insurance Corporation** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **Sir Sandford Fleming College of Applied Arts and Technology** as Oblige, hereinafter called the Oblige, in the amount of **One Hundred Thousand Dollars (\$100,000.00)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

**WHEREAS**, the Principal has entered into a written multi-year contract with the Oblige, dated the **15th** day of **April** in the year **2020** for **Janitorial Services to College Campus and Residence - PRD18-21**

for the term **May 26, 2020** to **May 26, 2022** (hereinafter referred to as the "Contract").

The condition of this obligation is such that if the Principal shall promptly and faithfully perform that portion of the Contract that corresponds with the Initial Term or Renewal Term (as those terms are defined herein), as the case may be, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Whenever the Principal shall be, and declared by the Oblige to be, in default under the Contract, the Oblige having performed the Oblige's obligations thereunder, the Surety shall promptly:
  - a) remedy the default for the Initial Term or Renewal Term, as the case may be; or
  - b) complete that portion of the Contract that corresponds with the Initial Term or Renewal Term, as the case may be, in accordance with the terms and conditions of the Contract; or
  - c) obtain a bid or bids for submission to the Oblige for completing that portion of the Contract that corresponds with the Initial Term or Renewal Term, as the case may be, in accordance with the terms and conditions of the Contract and upon determination by the Oblige and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Oblige and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay to complete that portion of the Contract that corresponds with the Initial Term or Renewal Term, as the case may be, in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Oblige as a result of the Principal's default relating directly to the performance of the work under that portion of the Contract that corresponds with the Initial Term or Renewal Term, as the case may be, less the balance of the Contract price, but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Oblige to the Principal under the Contract for that portion of the Contract that corresponds with the Initial Term and all Renewal Terms, as the case may be, less the amount properly paid by the Oblige to the Principal; or
  - d) pay the Oblige the lesser of (i) the Bond Amount or (ii) the Oblige's reasonable proposed cost of completion for that portion of the Contract that corresponds with the Initial Term or the Renewal Term, as the case may be, less the balance of the Contract price.
2. The term of this Bond is for the period beginning on **May 26, 2020** and ending on **May 26, 2022** (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"). This Bond shall expire at the end of the Initial Term or, if extended, at the end of the Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Oblige in writing prior to ninety (90) days before the expiry of the existing Initial Term or Renewal Term. If the surety does not so inform the Oblige of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.
3. The Surety shall not be liable and no right of action or claim shall accrue on this Bond as a result of:
  - a) the expiry of the Initial Term or Renewal Term, as the case may be, notwithstanding that such expiry of the term of this Bond may constitute a failure by the Principal, directly or indirectly, to promptly and faithfully perform any provision of the Contract; or
  - b) any default that occurs after, or extends beyond, the expiry of the Initial Term or Renewal Term as the case may be.
4. No right of action or claim shall accrue on this Bond to, or for the use of, any person or corporation other than the Oblige named herein, or the heirs, executors, administrators or successors of the Oblige.

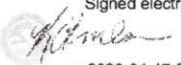
5. It is a condition of this Bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the expiry of the Initial Term or the last Renewal Term; or (2) the date on which the Principal is declared in default by the Obligee.
6. The Surety shall not be liable for a greater sum than the Bond Amount.
7. The Bond Amount is not and shall not be deemed to be cumulative in the event the Bond is extended for a Renewal Term(s).

**IN WITNESS WHEREOF**, the Principal and the Surety have Signed and Sealed this Bond this **17th** day of **April, 2020**.

Witness as to Principal




**10647802 Canada LTD o/a Dexterra Integrated  
Facilities Management (Dexterra)**

Signed electronically by  
  
on 2020-04-17 20:17:23 GMT

Principal



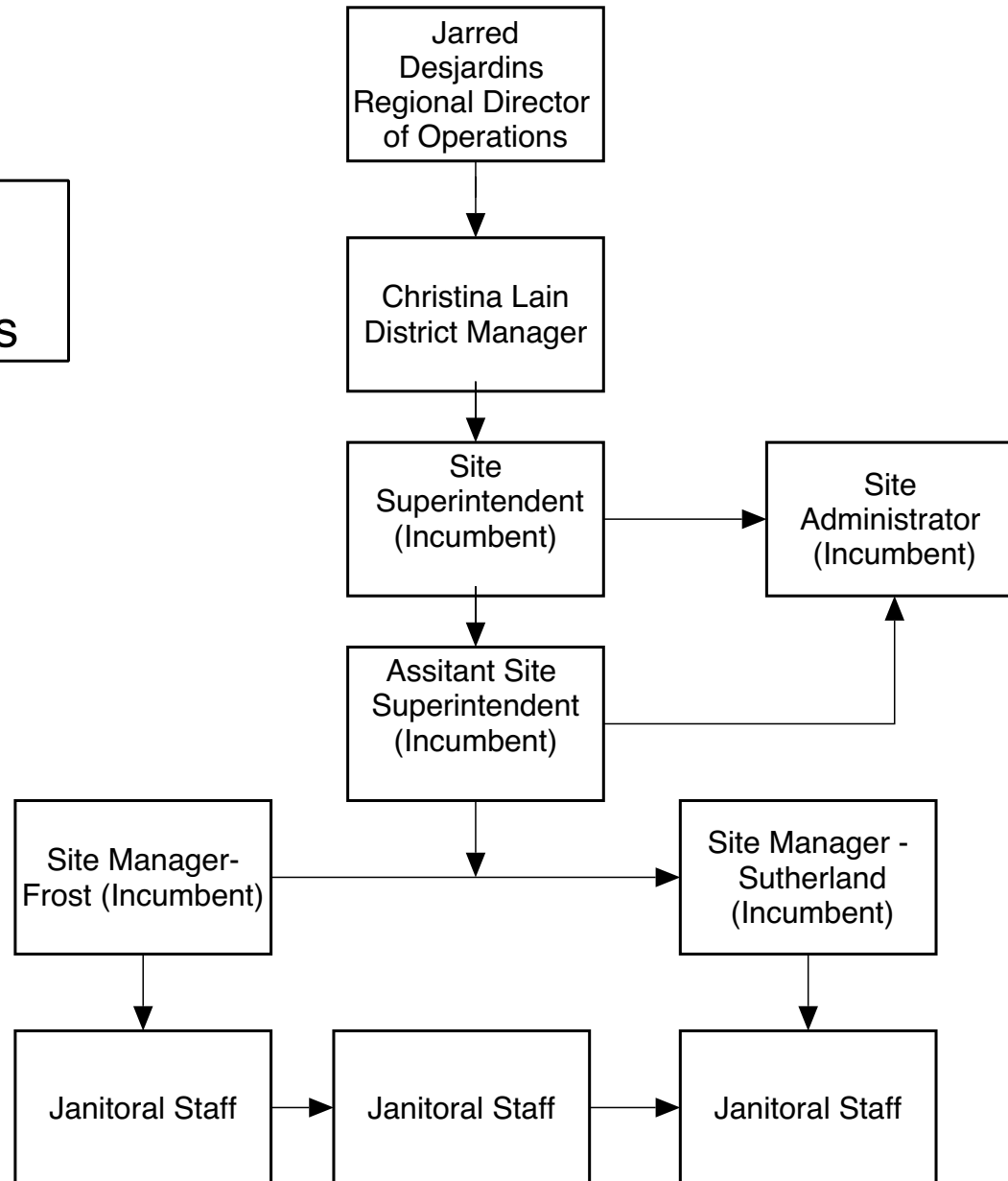
**Northbridge General Insurance Corporation**

Signed electronically by  
  
on 2020-04-17 19:31:29 GMT

Hashi Hashi, Attorney-in-fact



Fleming  
College  
Operations



## Ecolab Green Seal Certified Products



### CORE

SKU	Product Name	Pack size	Type	Green Seal	Other Cert	Formula
6100302	Peroxide Multi-Surface Cleaner	2.5 gal	All Purpose	GS-37	USDA Biobased	914152
6100925	Peroxide Multi-Surface Cleaner	2-2L	All Purpose	GS-37	USDA Biobased	914152
6100610	QC 54 Peroxide Glass & Surface Cleaner	2-1.3L	All Purpose	GS-37	USDA Biobased	914152
6188001	Quik Fill 54 Peroxide Glass & Surface Cleaner	2.5 gal	All Purpose	GS-37	USDA Biobased	914152
6100288	Glass Cleaner	2.5 gal	Glass	GS-37	USDA Biobased	914266
6100289	Oasis Pro Glass Cleaner	2-2L	Glass	GS-37	USDA Biobased	914266
6100291	QC 50 UC Glass Cleaner	2-1.3L	Glass	GS-37	USDA Biobased	914266
6188015	Quik Fill 50 Glass Cleaner	2.5 gal	Glass	GS-37	USDA Biobased	914266
6100832	Quik Fill Pour Pak 50 Glass Cleaner	50-2 oz	Glass	GS-37	USDA Biobased	914266
6100275	Neutral Bathroom Cleaner	2.5 gal	Bathroom	GS-37	USDA Biobased	915107
6100276	Oasis Pro Neutral Bathroom Cleaner	2-2L	Bathroom	GS-37	USDA Biobased	915107
6100280	QC 92 UC Neutral Bathroom Cleaner	2-1.3L	Bathroom	GS-37	USDA Biobased	915111
6100767	Quik Fill 92 Neutral Bathroom Cleaner	2.5 gal	Bathroom	GS-37	USDA Biobased	915107
6100292	Acid Bathroom Cleaner	2.5 gal	Bathroom	GS-37	USDA Biobased	914371
6100293	Oasis Pro Acid Bathroom Cleaner	2-2L	Bathroom	GS-37	USDA Biobased	914371
6100295	QC 93 UC Acid Bathroom Cleaner	2-1.3L	Bathroom	GS-37	USDA Biobased	915002
6100078	High Performance Neutral Floor Cleaner	6/64oz	Floor Clnr	GS-37		914993
6100036	High Performance Neutral Floor Cleaner	2.5 gal	Floor Clnr	GS-37		914993
6100035	High Performance Neutral Floor Cleaner	2-2L	Floor Clnr	GS-37		914993
6100082	QC 34 High Performance UC Neutral Floor Cleaner	2-1.3L	Floor Clnr	GS-37		914993
6185305	Quik Fill 34 Neutral Floor Cleaner	2.5 gal	Floor Clnr	GS-37		914993
6100838	Quik Fill Pour Pak 34 Neutral Floor Cleaner	50-2 oz	Floor Clnr	GS-37		914993
6195077	Revitalize Carpet & Upholstery Extraction Cleaner	2 / 2 L	Carpet	GS-37		900839
6195078	Revitalize Carpet & Upholstery Extraction Cleaner	2.5 gal	Carpet	GS-37		900839
6195074	Revitalize Carpet & Upholstery Extraction Cleaner	4-1 Gal	Carpet	GS-37		900839
6195062	Revitalize Carpet & Upholstery Prespray Cleaner	2-2L	Carpet	GS-37		901143
6195069	Revitalize Carpet & Upholstery Prespray Cleaner	2.5 gal	Carpet	GS-37		901143
6195060	Revitalize Carpet & Upholstery Prespray Cleaner	4-1 Gal	Carpet	GS-37		901143
6100026	Low Maintenance Floor Finish	5 gal	Floor Finish	GS-40		908976
6100024	Low Maintenance Floor Finish - Phazer	2-2 gal	Floor Finish	GS-40		908976
6100034	Heavy Duty Low Odor Floor Stripper	5 gal	Stripper	GS-40		912864

6115875	Clean & Smooth	4 -1 gal	Hand	GS-41		913996
6100706	Clean & Smooth (Nexa)	6-750 mL	Hand	GS-41		913996
6100707	Clean & Smooth (Nexa)	4-1250 ml	Hand	GS-41		913996
6123671	DigiClean Mild Foam	6-750 ml	Hand	GS-41		901411
6100122	Foam Hand Soap (counter mount)	2-1600 ml	Hand	GS-41		901411
6100708	Foam Hand Soap (Nexa)	6-750 ml	Hand	GS-41		901411
6100709	Foam Hand Soap (Nexa)	4-1250 mL	Hand	GS-41		901411
6100865	Foam Hand Soap (Syncra)	4-1250 mL	Hand	GS-41		901411
6100740	Concentrated Foam Hand Soap	2-2 L	Hand	GS-41		916731
6100869	Concentrated Foam Hand Soap	2-1.3 L	Hand	GS-41		916731
6116001	Solid Navisoft	2-6 lb	Laundry	GS-51		903656
6117905	Solid Surge Plus	4-9 lb	Laundry	GS-51		905323

## FaciliPro

6100081	FaciliPro 34 Conc Neutral Floor Cleaner	2-1.3 L	Floor Clnr	GS-37		914993
6100080	FaciliPro 34 Neutral Floor Cleaner	2.5 gal	Floor Clnr	GS-37		914993
6100299	FaciliPro 50 Concentrated Glass Cleaner GS	2-1.3 L	Glass	GS-37	USDA Biobased	914266
6100297	FaciliPro 54 Peroxide Multi-Surface	2.5 gal	All Purpose	GS-37	USDA Biobased	914152
6100266	FaciliPro Low Maintenance Floor Finish	2.5 gal	Floor Finish	GS-40		908976
6100264	FaciliPro Low Maintenance Floor Finish Phazer	2-2 gal	Floor Finish	GS-40		908976
6100710	FaciliPro Foam Hand Soap	2-1250 ml	Hand	GS-41		901411



# Board of Governors

## Briefing Note



**Topic:** New Program Proposal: Digital Finance – Ontario College Graduate Certificate  
**Report To:** Public Board Meeting  
**Meeting Date:** January 24, 2024  
**Prepared By:** Liz Kassab, Dean – Business, Trades & Technology

### Recommendation

That the Board of Governors approve the program proposal, development and launch of a new *Digital Finance* Ontario College Graduate Certificate program for implementation Fall, 2024.

### Overview

The School of Business and Information Technology is proposing the development and Fall 2024 launch of a one-year, two-semester, Ontario College Graduate Certificate in Digital Finance (FinTech).

In the post-COVID era, the digital finance landscape has undergone a profound transformation, accelerated by the pandemic's disruptive impact on traditional financial systems. The financial industry has witnessed an unprecedented surge in digital adoption, with a notable shift towards contactless payments, online banking, and decentralized financial technologies. Remote work and lifestyle changes have intensified the demand for digital financial services prompting financial institutions to expedite their digitization strategies. The integration of emerging technologies such as blockchain, artificial intelligence, and data analytics has become increasingly prevalent enhancing the efficiency and security of financial transactions. Moreover, the rise of decentralized finance (DeFi) and the mainstream acceptance of cryptocurrencies have further reshaped the financial landscape, challenging conventional notions of banking and finance. As we navigate the post-pandemic world, the digital finance sector is poised for continued growth, offering innovative solutions, improved accessibility, and a more resilient financial ecosystem.

The proposed Ontario College Graduate Certificate in Digital Finance is a one-year (2 semester) program that teaches students the essential aspects of technology-driven financial strategies from complex regulations to cryptocurrency. This program is for students searching to improve their understanding of financial technologies and stay ahead of innovations and trends in the financial world. In response to the dynamic changes in the financial industry driven by digital innovation, we propose the development of a comprehensive graduate certificate program in Digital Finance (FinTech). The realm of digital finance presents a transformative solution fueled by mobile technologies, novel data applications, and technological innovations. This domain introduces an array of new services that are currently under exploration by our banking sector. Remarkably, digital finance has emerged as an affordable and convenient avenue for unbanked customers to engage with and leverage formal banking services. This paradigm shift towards digitization has not only intensified the complexities inherent in this evolving landscape but has also elevated the imperative for traditional financial institutions to embark on digital transformations.

The introduction of a graduate certificate in digital finance (Fin Tech) aligns with evolving needs of the financial industry. This program is strategically positioned to:

1. **Meet Industry Demands:** The labor market is actively seeking professionals who can seamlessly integrate financial expertise with digital capabilities. Our program directly addresses this demand by providing a curriculum that combines core financial principles with the latest advancements in digital finance.
2. **Foster Innovation:** In an era where innovation is key to competitiveness, our program fosters an environment that encourages entrepreneurial thinking and innovative solutions within the digital finance space. Through



practical projects, industry collaborations, and a focus on digital ethics, we aim to nurture graduates who are not only knowledgeable but also innovative and ethically conscious.

3. **Enhance Employability:** Graduates of this program will be well-equipped to meet the requirements of a wide range of roles in digital finance, including digital banking, payments, blockchain development, data analytics, and more. This enhanced employability is a direct response to the current and future needs of the job market.

The program will initially be offered as a full cost recovery (unfunded) program targeting international students to facilitate a quick implementation and launch. It does not require approval by the Ministry of Colleges and Universities, only Board of Governors approval internally, and Credential Validation Services (CVS) approval externally, which includes a depiction of the new program curriculum. With a Fall 2024 launch, revenue in fiscal year one is estimated at \$ 1,018,216.37 increasing to \$ 2,402,703 by year three and increasing to \$3,483,919 in year 5 when meeting enrollment targets.

The Digital Finance Ontario College Graduate Certificate represents a strategic initiative to prepare the next generation of finance professionals for the challenges and opportunities presented by the digital revolution. Currently, our students are seeking to combine programs to enrich their educational experiences. The Digital Finance program will be a part of a Digital Bundle allowing our students to enrol in other programs within the Business School to provide them with the Business Acumen they need. For example, students can enrol in the Digital Marketing program to “add” to their digital footprint in both Finance and Marketing. This program will enhance the variety and flexibility of choices that the School of Business and IT can offer. These programs are designed for individuals that are in pursuit of innovation and hands-on digital proficiency. International students have a particular interest in “bundling” multiple related one-year graduate certificates.

The labour market demand for business systems specialists, which incorporates Digital Finance experts, is expected to grow by 10.6% in Ontario by 2028 with a total of 12,693 jobs available. Employment opportunities in the Toronto catchment (61.6% of total jobs), Ottawa (14.9% of total jobs) and Oshawa (2.8% of total jobs).

### Alignment with Fleming College’s Strategic Direction and the Strategic Mandate Agreement (SMA3)

The proposed program will align well with the Academic Plan by responding to the needs of the labour market and providing students with the skills they need to be successful while focusing on strategic enrolment.

This program aligns with the Strategic Plan by focusing on the needs of both students and employers in the labour market by addressing a demonstrated necessity for embracing innovation and technology as it continues to change in the employment landscape. We will be embracing the hybrid delivery model providing students the flexibility they need to continue their education. As per the SMA3, this new program is in alignment with being the “go-to” institution for quality and future-oriented education for our community, Ontario and beyond. We are also enhancing pathways for students in the digital landscape during these disruptive times. Lastly, the program aligns with being a welcoming place for all with the inclusion of the many design elements that will support Equity, Diversity, and Inclusion.

### Risks and Considerations

- |  |   |                                      |  |                              |
|--|---|--------------------------------------|--|------------------------------|
| <input checked="" type="checkbox"/> External Environment | <input type="checkbox"/> Internal Environment | <input type="checkbox"/> Financial   | <input type="checkbox"/> Human Resources |                              |
| <input type="checkbox"/> Information Technology          | <input type="checkbox"/> Legal                | <input type="checkbox"/> Operational | <input type="checkbox"/> Strategic       | <input type="checkbox"/> N/A |

External Environment: A specialized graduate certificate requires a unique marketing approach. To mitigate this risk, the school plans to carefully market this program to students who wish to “bundle” related 1-year graduate certificates. Program accreditation will enhance enrollment.

### Supporting Documentation

- NPD Concept Proposal – Digital Finance



**FLEMING**

# **NPD Concept Proposal**

FinTech

Ontario College Graduate Certificate



# NPD Concept Proposal

	Digital Finance – (FinTech)
	Ontario College Graduate Certificate (unfunded)
	Liz Kassab
	School of Business and IT
	Fall 2024
	12 December 2023

**Program Description/Program Concept:**

In the post-COVID era, the Digital finance (FinTech) landscape has undergone a profound transformation, accelerated by the pandemic's disruptive impact on traditional financial systems. The financial industry has witnessed an unprecedented surge in digital adoption, with a notable shift towards contactless payments, online banking, and decentralized financial technologies. Remote work and lifestyle changes have intensified the demand for digital financial services, prompting financial institutions to expedite their digitization strategies. The integration of emerging technologies such as blockchain, artificial intelligence, and data analytics has become increasingly prevalent, enhancing the efficiency and security of financial transactions. Moreover, the rise of decentralized finance (DeFi) and the mainstream acceptance of cryptocurrencies have further reshaped the financial landscape, challenging conventional notions of banking and finance. As we navigate the post-pandemic world, the digital finance sector is poised for continued growth, offering innovative solutions, improved accessibility, and a more resilient financial ecosystem.

The proposed Ontario College Graduate Certificate in Digital Finance is a one-year (2 semester) program that teaches students the essential aspects of technology-driven financial strategies, from complex regulations to cryptocurrency. This course is for students searching to improve their understanding of financial technologies and stay ahead of innovations and trends in the financial world. In response to the dynamic changes in the financial industry driven by digital innovation, we propose the development of a comprehensive graduate certificate program in Digital Finance. This program aims to provide students with a holistic understanding of financial principles, combined with the practical application of cutting-edge digital technologies shaping the future of finance.

## **Labour Market Description:**

The labour market is currently witnessing a surge in demand for professionals equipped with expertise in digital finance. Financial institutions, fintech startups, and other industry players are actively seeking individuals who possess a blend of traditional financial knowledge and proficiency in emerging technologies such as blockchain, AI, and data analytics. Our program is designed to produce graduates who are not only adept in navigating the complexities of modern finance but are also well-versed in leveraging digital tools for strategic decision-making.

## **Occupational Overview:**

The primary occupational group related to Fin Tech is NOC 21221 - business systems specialists. Field of practice for this occupational group include business systems analysis, enterprise resource planning (ERP) analysis, human resources information system (HRIS) analysis, information technology systems analysis, and technical business analysis.

*(LMI snapshot, Source: BIRS - Jason Dennison)*

Lightcast IO labour market projection software notes that business systems specialist occupations are expected to increase by 10.6% in Ontario with a total of 12,963 jobs available by 2028. There will be an estimated 24,980 jobs across Canada (1.03% decline in jobs from current 2023 estimates) by 2028 for this occupational group<sup>1</sup>. Employment opportunities in 2023 are concentrated in Toronto (61.6% of total jobs), Ottawa (14.9% of total jobs), Oshawa (2.8% of total jobs), Kitchener-Cambridge-Waterloo (2.7% of total jobs), and Hamilton (2.1% of total jobs).

Wage estimates for new labour market entrants is \$24.04/hr. (10<sup>th</sup> percentile) with a median annual salary of \$89,440. Primary industries that employ business systems specialists include computer systems design and related services (20.2% of occupations in industry), depository credit intermediation (9.4% of occupations in industry), and management of companies and enterprises (5.2% of occupations in industry).

Since 2018, Fleming's Indigenous Labour Market Platform recorded a total of 2,151 business systems specialist occupations across Canada specific to Indigenous employer's jobs seekers or Indigenous communities. A total of 723 employment opportunities (33.6% of total opportunities) were advertised in Ontario<sup>2</sup>.

References:

<sup>1</sup> Lightcast. (2023). Occupational summary for business systems specialist. Retrieved December 13, 2023, from <https://lightcast.io>

<sup>2</sup> Vicinity Jobs Inc. (2023). Indigenous labour market platform: Indigenous postings by Occupation. Retrieved December 13, 2023, from <https://indigenouslabourmarkets.ca>

Table 1 - LMI snapshot - Source: BIRS - Jason Dennison

### Competitive Landscape

<b>Seneca College:</b>	FinTech Graduate Certificate	2 semesters – 16,899 CAD
<b>Centennial College:</b>	Financial Planning	2 semesters – 17,844 CAD
<b>Conestoga College:</b>	Financial technology	2 semesters – 15,383 CAD
<b>Durham College:</b>	Finance	4 semesters - 14,530 CAD
<b>Algonquin College:</b>	Financial Services	Not enough detail on website

Please see below the Ministry of Colleges and Universities registration data on programs mapped to 70103 – Accounting and Information Technology. Loyalist and Seneca’s programs have official MCU titles of “Financial Technology”.

Use the arrows above the tables to drill down to the next level of data.

College	2015	2016	2017	2018	2019	2020	2021	2022	2023
Loyalist	0	0	0	0	0	0	18	64	0
Seneca	0	0	0	10	66	72	140	103	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>66</b>	<b>72</b>	<b>158</b>	<b>167</b>	<b>0</b>

College	2015	2016	2017	2018	2019	2020	2021	2022	2023
Loyalist	0	0	0	0	0	0	6	2	0
Seneca	0	0	0	2	4	14	13	5	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>14</b>	<b>19</b>	<b>7</b>	<b>0</b>

### Student Target Audience:

The Ontario College Graduate Certificate in Digital Finance is tailored for individuals holding bachelor's degrees in business, finance, economics, computer science, or related fields. Our program is particularly well-suited for recent graduates looking to enter the workforce with a competitive edge, as well as working professionals seeking to upskill and stay relevant in a rapidly evolving financial landscape. By offering a flexible schedule and a blend of on-campus and online courses, we aim to accommodate the diverse needs of our student body.

### Rationale for New Program:

The realm of digital finance presents a transformative solution fueled by mobile technologies, novel data applications, and technological innovations. This domain introduces an array of new services that are currently under exploration by our banking sector. Remarkably, digital finance

has emerged as an affordable and convenient avenue for unbanked customers to engage with and leverage formal banking services. This paradigm shift towards digitization has not only intensified the complexities inherent in this evolving landscape but has also elevated the imperative for traditional financial institutions to embark on digital transformations.

Notably, digital finance stands as a critical industry in the global economic framework, supported by substantial data indicating investments exceeding 50 billion USD for startup companies alone. This underscores the urgency for academic institutions to recognize and embrace the multifaceted implications of digital finance and to equip students with the knowledge and skills necessary to navigate this rapidly evolving sector.

The introduction of a graduate certificate in digital finance (Fin Tech) aligns with evolving needs of the financial industry. This program is strategically positioned to:

1. **Meet Industry Demands:** The labor market is actively seeking professionals who can seamlessly integrate financial expertise with digital capabilities. Our program directly addresses this demand by providing a curriculum that combines core financial principles with the latest advancements in digital finance.
2. **Foster Innovation:** In an era where innovation is key to competitiveness, our program fosters an environment that encourages entrepreneurial thinking and innovative solutions within the digital finance space. Through practical projects, industry collaborations, and a focus on digital ethics, we aim to nurture graduates who are not only knowledgeable but also innovative and ethically conscious.
3. **Enhance Employability:** Graduates of this program will be well-equipped to meet the requirements of a wide range of roles in digital finance, including digital banking, payments, blockchain development, data analytics, and more. This enhanced employability is a direct response to the current and future needs of the job market.

The Fin Tech Ontario College Graduate Certificate represents a strategic initiative to prepare the next generation of finance professionals for the challenges and opportunities presented by the digital revolution. We are confident that this program will not only meet the expectations of the industry but also contribute to the ongoing dialogue and advancements in the field of digital finance.

### **Equity, Diversity, and Inclusion Considerations:**

This graduate certificate program will integrate the resources developed as part of the Equity, Diversity, and Inclusion (EDI) toolkit created by the College; ensuring that we cater to different student needs and backgrounds. The EDI toolkit provides clear guidelines, processes, and best practices that our faculty and developers can use to create inclusive curriculum. Moreover, we will be consulting with the Indigenous perspectives leaders to direct and provide us the necessary knowledge and support in including Indigenous ways of knowing. Our programs aim to reflect the rich tapestry of perspectives, experiences, and talents that make up the digital marketing world. By fostering an inclusive environment, we create space for a multiplicity of voices, ideas, and cultures to flourish.

In developing the FinTech Graduate Certificate, we recognize the critical importance of fostering an inclusive learning environment that embraces equity and diversity. Our commitment to equity, diversity, and inclusion (EDI) is embedded in the program design and implementation, ensuring that all students have equal opportunities for success.

1. **Diverse Curriculum:** The program's curriculum is designed to reflect a diversity of perspectives and experiences. Case studies, examples, and projects will draw from a range of cultural and global contexts, providing students with a comprehensive understanding of how digital finance intersects with diverse economic, social, and cultural landscapes.
2. **Accessible Learning Environment:** Our commitment to inclusivity extends to the physical and digital learning environments. We will provide accessible facilities, resources, and technologies to accommodate the needs of students with different abilities. Additionally, online courses will be designed with accessibility features to ensure that all students can fully engage in the learning experience.
3. **Cultivating an Inclusive Community:** We will actively promote a culture of respect, openness, and inclusion within the program. Initiatives such as mentorship programs, diversity-focused events, and student organizations will be encouraged to ensure that all students feel welcomed, supported, and valued.

By integrating equity, diversity, and inclusion considerations into the Graduate Certificate in Digital Finance, we strive to create a learning environment that prepares graduates not only for the challenges of the digital finance industry but also for leadership roles in diverse and inclusive workplaces.

### Costing Estimate and Considerations:

- Tuition estimate: \$8181.76 per semester (international tuition) same as the Digital Marketing Program
- The proposed program will use existing courses in the School of Business for its first semester to include Canadian landscape.
- The enrolment projections reflect one intake of 60 students in the first year (see table below for projected 5 year enrollment)
- Enrollment in FY01 is based on a Fall 2024 launch.
- This program should not impact other business programs as it is specialized in the digital finance field.
- No capital investment is required for this program

International Enrolment Projections					
Description	FY01	FY02	FY03	FY04	FY05
Sem 1	120	120	220	260	300
Sem 2	60	120	180	240	280
Sem 3		0	0	0	0
Sem 4		0	0	0	0
Sem 5		0	0	0	0
Sem 6		0	0	0	0
<b>Total enrolment</b>	<b>180</b>	<b>240</b>	<b>400</b>	<b>500</b>	<b>580</b>
<b>Co-op if applicable</b>					

Table 2 - Enrolment Projections

Revenues/Source of Funding						
Description	FY01	FY02	FY03	FY04	FY05	Total
Domestic Tuition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
International Tuition	\$ 1,148,716.37	\$ 1,531,621.83	\$ 2,552,703.05	\$ 3,190,878.81	\$ 3,701,419.42	\$ 12,125,339.48
MTCU International clawback	-\$ 67,500.00	-\$ 90,000.00	-\$ 150,000.00	-\$ 187,500.00	-\$ 217,500.00	-\$ 712,500.00
Other (list)						
Co-op funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other						
Contact Connor E to add Rows						
<b>Total</b>	<b>\$ 1,081,216.37</b>	<b>\$ 1,441,621.83</b>	<b>\$ 2,402,703.05</b>	<b>\$ 3,003,378.81</b>	<b>\$ 3,483,919.42</b>	<b>\$ 11,412,839.48</b>

Table 3 - Revenue

## Delivery

The delivery of the digital finance program will adopt a flexible approach, providing students with a versatile and adaptive learning experience. This method seamlessly combines in-person and online modalities, allowing students to attend classes on selected weekends for 6-hr periods per day (constituting 51% of the program) and 49% online asynchronously. This approach recognizes the diverse needs and preferences of learners, offering the flexibility to engage with course content in a manner that suits their individual circumstances. Through a combination of virtual lectures, collaborative online discussions, and hands-on projects, the Digital Finance program's delivery aims to create an inclusive and dynamic educational environment that accommodates various learning styles and fosters student success.

## Example of Tools for Digital Finance

Integrating digital finance tools into the curriculum can enhance the learning experience and provide students with practical skills. Here are various digital finance tools that can be used: (below are examples)

1. **Financial Modeling Tools:**
  - **Microsoft Excel and Google Sheets:** Fundamental for financial modeling, budgeting, and data analysis.
  - **Tableau or Power BI:** Visualization tools for creating interactive financial dashboards.
2. **Blockchain and Cryptocurrency Platforms:**
  - **Ethereum and Solidity:** For understanding smart contracts and decentralized applications.
  - **Coinbase or Binance:** To explore cryptocurrency trading and transactions.
3. **Digital Banking Simulators:**
  - **BankSim:** Simulates the operations of a bank, allowing students to understand banking processes in a digital context.
  - **Fidor Bank API:** Provides a sandbox environment for experimenting with banking APIs.
4. **RegTech Solutions:**
  - **Compliance.ai:** Helps in understanding regulatory changes and compliance in the financial industry.
  - **IBM OpenPages:** A platform for governance, risk management, and compliance.
5. **Digital Payment Systems:**
  - **PayPal, Venmo, and Cash App:** For understanding peer-to-peer transactions and mobile payments.
  - **Stripe:** Payment processing platform for e-commerce transactions.
6. **Personal Finance Apps:**
  - **Mint or YNAB (You Need a Budget):** Helps in budgeting, expense tracking, and personal financial management.
  - **Acorns:** Teaches the concept of micro-investing.
7. **Financial APIs:**
  - **Plaid or Yodlee:** Provides access to financial data, facilitating the integration of real-world financial data into projects.

8. **AI-Powered Financial Analysis:**

- **AlphaSense:** Uses AI to analyze financial documents, facilitating quicker financial research.
- **Kensho:** Applies AI to financial markets, helping understand the impact of real-world events.

9. **Robo-Advisors:**

- **Wealthfront or Betterment:** Demonstrates the principles behind algorithmic investment advice.

10. **Mobile App Development Platforms:**

- **Flutter or React Native:** Allows students to create mobile apps for financial services.

11. **Simulation Platforms:**

- **Investopedia Stock Simulator:** Allows for simulated trading to practice investment strategies.

## References

Imran, R., Fatima, A., Elbayoumi Salem, I., & Allil, K. (2023). Teaching and learning delivery modes in higher education: Looking back to move forward post-COVID-19 era. *The International Journal of Management Education*, 21(2), 100805-. <https://doi.org/10.1016/j.ijme.2023.100805>

Yang, H. H., Li, R. C., Cheung, S. K. S., & Kwok, L. F. (2023). Unleashing the Potentials of Flexible Education with Pedagogical and Technological Innovations. *Sustainability (Basel, Switzerland)*, 15(20), 14915-. <https://doi.org/10.3390/su152014915>





## Board of Governors

### Briefing Note



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**Topic:** New Program Proposal: Digital Marketing – Ontario College Graduate Certificate  
**Report To:** Public Board Meeting  
**Meeting Date:** January 24, 2024  
**Prepared By:** Liz Kassab, Dean – Business, Trades & Technology

#### Recommendation

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That the Board of Governors approve the program proposal, development and launch of a new *Digital Marketing* Ontario College Graduate Certificate program for implementation Fall, 2024.

#### Overview

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The School of Business and Information Technology is proposing the development and Fall 2024 launch of a one-year, two-semester, Ontario College Graduate Certificate in Digital Marketing.

The higher education landscape post-COVID-19 has witnessed a profound transformation in response to global disruptions. The imperative shift towards online and blended learning methods has become increasingly vital for educational institutions. Recent research, conducted by the Digital Marketing Institute (DMI) in 2023, has brought to light a pressing concern<sup>1</sup>. Seventy-eight percent of employers believe that current university and college graduates are lacking the essential skills required in the contemporary workplace. This skills gap has prompted individuals to actively seek certification programs to augment their career prospects. The Ontario College Graduate Certificate in Digital Marketing has been strategically designed to address the emerging needs of students and professionals seeking to acquire relevant skills in the swiftly changing digital landscape.

The program will center on the nuances involved in crafting an engaging digital customer experience, delving into the core elements of diverse digital channels. Participants will explore digital strategies, tactics, and pertinent analytics to foster a comprehensive understanding of the digital landscape. Of particular significance is the emphasis on enabling students to adeptly recognize and articulate crucial customer segments. The curriculum will equip learners to evaluate the foundational aspects of impactful SEO and SEM campaigns, providing a practical foundation for planning and executing authentic online marketing initiatives. Through hands-on experiences, students will gain valuable insights to implement real-world marketing campaigns. Furthermore, the program recognizes the pivotal role of data analytics in shaping informed marketing decisions. Participants will explore how data-driven insights can guide strategic choices, enhancing their ability to navigate the evolving marketing landscape effectively.

In essence, this program is tailored to equip students with the practical skills and theoretical knowledge necessary to excel in the dynamic realm of digital marketing, ensuring they are well-prepared for the challenges and opportunities presented in a contemporary business environment.

Fleming College is set to achieve a remarkable milestone as the first Ontario College to secure accreditation from the prestigious Digital Marketing Institute (DMI). DMI is renowned as the global benchmark for digital marketing education and is the leading international certification and professional body within the digital marketing industry.

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<sup>1</sup> Digital Marketing Institute. (2023, October 10) Retrieved from <https://digitalmarketinginstitute.com/>

This proposed program will access resources for curriculum provided by the Digital Marketing Institute through our accreditation process. The program features cutting-edge and highly relevant content. The DMI continuously updates their content using examples and cases from their strong industry partnerships and collaborations with organizations such as Google, Facebook, and X, among others. The invaluable industry insights and experience gained through the DMI's partnerships will be woven into the curriculum, enriching the content and modules to provide students with a comprehensive learning experience.

How will this program be unique? First, the program will avail students of the ability to become members of the Digital Marketing Institute and benefit from the collaborations with the American Marketing Association and Canadian Marketing Association. Students can elect to complete DMI exams and become digitally certified.

Secondly, the delivery format will include asynchronous and synchronous online courses and modular face-to-face courses delivered in intensive blocks to accommodate students who wish to work while they study. The program will be carefully designed to ensure that international students maintain the minimum hours of face-to-face delivery to satisfy their residency requirements.

The program will initially be offered as a full cost recovery (unfunded) program to facilitate a quick implementation and launch. It does not require approval by the Ministry of Colleges and Universities, only Board of Governors approval internally, and Credential Validation Services (CVS) approval externally, which includes a depiction of the new program curriculum. With a Fall 2024 launch, revenue in fiscal year one is estimated at \$1,081,216 increasing to \$2,402,703 by year three and increasing to \$3,483,919 in year 5 when meeting enrollment targets.

Currently, our students are seeking to combine programs to enrich their educational experiences. The Digital Marketing program will be part of a "digital bundle" that we offer our students. Students will be able to enroll in the Marketing Management 1-yr program and add the Digital Marketing program to "round-out" the tools of their trade in Marketing. From a disciplinary standpoint, digital marketing is a distinct yet rigorous field that employs highly specialized digital technologies that extend well beyond the competencies typically contained in traditional Marketing Management programs. Alternatively, students may enrol in our existing Artificial Intelligence program and then the Digital Marketing program to acquire both Digital and AI competencies. These programs are designed for individuals that are in pursuit of innovation and hands-on digital proficiency.

The labour market demand for digital marketing in the Fleming catchment area is expected to grow by 8.9% by 2028 with a total of 576 jobs available. Across Ontario there is an expected 9.6% growth in jobs from current estimates being about 79,546 jobs and 177,663 jobs across Canada (9.9% growth in jobs from current 2023 estimates).

### [Alignment with Fleming College's Strategic Direction and the Strategic Mandate Agreement \(SMA3\)](#)

The proposed program will align well with the Academic Plan by responding to the needs of the labour market and providing students with the skills they need to be successful while focusing on strategic enrolment.

This program aligns with the Strategic Plan by focusing on the needs of both students and employers in the labour market by addressing a demonstrated need for embracing innovation and technology as it continues to change in the employment landscape. We will be embracing a hybrid delivery model providing students the flexibility they need to continue their education. As per the SMA3, this new program is in alignment with being the "go-to" institution for quality and future-oriented education for our community, Ontario and beyond. We are also enhancing pathways for students in the digital landscape during these disruptive times. Lastly, the program aligns with being a welcoming place for all with the inclusion of the many design elements that will support Equity, Diversity, and Inclusion.

## Risks and Considerations

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External Environment     Internal Environment     Financial     Human Resources  
 Information Technology     Legal     Operational     Strategic     N/A

External Environment: A specialized graduate certificate requires a unique marketing approach. To mitigate this risk, the school plans to carefully market this program to students who wish to “bundle” related 1-year graduate certificates.

## Supporting Documentation

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- NPD Concept Proposal – Digital Marketing



**FLEMING**

# **NPD Concept Proposal**

Digital Marketing

Ontario College Graduate Certificate

# NPD Concept Proposal

Digital Marketing
One year (2 SEM) Ontario College Graduate Certificate (unfunded)
Liz Kassab
School of Business and Info Technology
Fall 2024
6 November 2023

**Program Description/Program Concept:**

The post-COVID-19 landscape in higher education has undergone a significant transformation in response to global disruptions. Rapid adaptation to online and blended learning models has become a necessity. Recent studies have revealed that 78% of employers feel that current university and college graduates lack the essential skills required for the workplace (DMI, 2023). As a result, many individuals are seeking certification programs to enhance their career prospects. The proposed one-year, two semester Ontario College Graduate Certificate in Digital Marketing is designed to address this changing educational landscape.

What sets the Ontario College Graduate Certificate in Digital Marketing apart is its tailored approach. This program is specifically designed for students with prior business education, early-career marketing professionals, or individuals passionate about digital marketing. Throughout the program, students will delve into the intricacies of creating a compelling digital customer experience by exploring the foundations of various digital channels. They will study digital strategies, tactics, and relevant analytics. Importantly, students will learn to identify and articulate critical customer segments, assess the fundamentals of effective SEO and SEM campaigns, and gain hands-on experience in planning and implementing real online marketing campaigns. Additionally, learners will discover how data analytics plays a pivotal role in shaping marketing decisions.

This program will empower our students to become innovators and hone their critical analytical skills by integrating theory and practice. In an era dominated by social media and smartphones, a robust digital skillset is imperative for marketers. The program equips learners with the tools and knowledge necessary for success in the digital realm, offering visibility and traceability benefits unique to digital marketing. It embraces a "business style" setting with flexible delivery formats, including "intensive blocks" that enable students to balance work and study

commitments effectively. We've taken great care to ensure that international students meet their visa requirements by maintaining the required face-to-face hours.

Moreover, Fleming College is set to achieve a remarkable milestone as the first Ontario College to secure accreditation from the prestigious Digital Marketing Institute (DMI). DMI is renowned as the global benchmark for digital marketing education and is the leading international certification and professional body within the digital marketing industry.

This program will be an additional benefit to students who have completed our Marketing Management 1-year program, whereby, through program scaffolding, students will leverage digital expertise beyond that offered in traditional Marketing Management. From a disciplinary standpoint, digital marketing is a niche field that employs highly specialized digital technologies that extend well beyond the competencies contained in traditional Marketing Management programs.

### **Competitive Landscape**

To remain relevant and on the cutting edge, the Fleming College Digital Marketing program will offer students a competitive advantage with employers through our DMI accreditation which allows students to “level-up” their digital marketing certification each time they complete a series of courses. No other Ontario college offers this.

## Competitive Landscape

The colleges below provide Ontario College Graduate Certificates in the Digital Marketing field.

College	Length	Program	Method of Study	Details of Program	Tuition Fees
George Brown College	1 year	Marketing Management – Digital Media	In class/Hybrid	N/A	18, 075 CAD international 4,662 CAD domestic
St Lawrence College	1 year	Digital Marketing Communications	In – Class	N/A	19, 723 CAD (incl ancillary fees) International 5,896 CAD (incl. ancillary fees)
Lambton College	2 Year co-op	Marketing Management – Digital Media	In-person	N/A	25,800 CAD (whole program – 8,900/semester) international
Centennial College	1 year	Marketing – Digital Engagement Strategy (Optional Co-op)	synchronous learning, hybrid, and on-campus deliveries, including evenings and weekends.	Earn industry certifications such as Google Ads, Google Analytics as well as prepare for the Facebook Blueprint certification. Core skills you develop may be converted into PDU credits towards an Online Marketing Certified Professional (OMCP)	17, 852.54 CAD (incl ancillary) 5,361.54 CAD domestic
Confederation	2 years	Digital Marketing and Marketing Analytics	In-Person		18,473 CAD (International)
Georgian College	1 year	Digital Content Creation and Strategy	In person / Hybrid Option	The production and management of social media, communications, video and audio production, photography, and web design	9,764 CAD (Tuition plus ancillary for sem)

Table 1 - Competitive Landscape

## Labour Market Description:

The field of digital marketing is experiencing substantial growth in Canada, a trend driven by the forces of commercial globalization. This trajectory is expected to persist over the long term. The advent of remote work has opened opportunities for individuals to work from virtually anywhere while meeting their employment requirements. Companies are increasingly tapping into a global talent pool, recruiting employees from diverse countries to address their talent shortages in this rapidly expanding sector.

The impact of the COVID-19 pandemic has also played a significant role in reshaping the dynamics of the Canadian job market. As a result of the pandemic, individuals were compelled to adapt to new working conditions, and many sought opportunities in the digital marketing space to stay competitive.

## Occupational Overview (LMI snapshot - by Jason Dennison)

The primary occupational group related to Digital Marketing is NOC 11202 – professional occupations in advertising, marketing, and public relations. This occupational field includes advertising accounts management, digital marketing and communications, media coordination, and marketing project management

Lightcast IO labour market projection software notes that professional occupations in advertising, marketing, and public relations are expected to increase in the Fleming Catchment area by 8.9% with a total of 576 jobs available by 2028. There will be an estimated 79,546 jobs across Ontario (9.6% growth in jobs from current 2023 estimates) and 177,663 jobs across Canada (9.9% growth in jobs from current 2023 estimates) by 2028 for this occupational group<sup>1</sup>. Local employment opportunities in 2023 are concentrated in Peterborough (40.1% of total jobs), Muskoka (17.9% of total jobs), Northumberland (15.6% of total jobs), Kawartha Lakes (13.5% of total jobs), and Haliburton (4.7% of total jobs).

Wage estimates for new labour market entrants is \$18.00/hr. (10 percentile) with a median annual salary of \$67,995. Primary industries that employ professional occupations in advertising, marketing, and public relations include advertising, public relations, and related services (8.7% of occupations in industry), universities (7.0% of occupations in industry), and grant-making and giving services (6.9% of occupations in industry).

Since 2018, Fleming's indigenous Labour Market Platform recorded a total of 1,921 professional occupations in advertising, marketing, and public relations across Canada specific to Indigenous employers, jobs seekers or Indigenous communities. A total of 572 employment opportunities (29.8% of total opportunities) were advertised in Ontario<sup>2</sup>.

### References:

<sup>1</sup> Lightcast. (2023). Occupational summary for professional occupations in advertising, marketing, and public relations. Retrieved December 12, 2023, from <https://lightcast.io>

<sup>2</sup> Vicinity Jobs Inc. (2023). Indigenous labour market platform: Indigenous postings by Occupation. Retrieved December 12, 2023, from <https://indigenoulabourmarkets.ca>



## **Student Target Audience:**

This program is designed for individuals that are in pursuit of innovation and hands-on digital proficiency. The program is completed in two semesters which will attract international students. It's flexible style of delivery will allow students to work as they study. It will attract international students; business professionals and mature individuals seeking to refine their marketing skills.

## **Rationale for New Program:**

This program supports Fleming College's mission statement to "empower our students with the innovative education, research and real-world experiences they need to build better lives, better communities and a better world" (Fleming College Strategic Plan 2019-2024). Moreover, it adheres to our strategic values of responsiveness, innovation, collaboration, inclusiveness, and accountability. With an innovative new program in digital marketing, we are responding to the global need related to digital proficiency, ensuring our students are innovative and using flexibility to ensure collaboration and accountability in education.

Harnessing the power of flexible education stands as a key driver of our college's competitive advantage. As inferred by Yang et al, 2023, the advantages of flexible and digital learning are diverse, encompassing increased accessibility to education, enhancing personalized learning and novel thinking towards sustainable educational approaches. This program will add to the Colleges unique selling proposition (USP).

It is noteworthy that "blended learning has the potential to create the best setting for improving engagement among students, resulting in better performance" (Imran et al, 2023). Furthermore, the authors emphasize that blended learning provides real opportunities for unique learning and teaching models within Business Schools.

This program goes the extra mile by offering students the ability to pursue the first level of certification (Certified Digital Marketing Associate) after completing a cadre of courses. This feature empowers students to embark on their certification journey while still studying, thereby, increasing their employability.

Below is the certification framework illustrating the various levels of certification that a student may attain:



Figure 1 - Certification Framework

Upon completion of the 1-year program our students will be able to sit for and successfully achieve the Certified Digital Marketing Professional certification.

Accreditation and partnering with the DMI provides us with:

- Access to industry validated curriculum
- PowerPoint slides
- Lecturer and student handbooks
- 80+ practical activities and learning supports per certification

**Additional support materials:**

- End of module quizzes
- Exam resource centre
- Learning supports
- Train the trainer program

The program features cutting-edge and highly relevant content. The DMI continuously updates their content using examples and cases from their strong industry partnerships and collaborations with organizations such as Google, Facebook, and X, among others.

Below are the many partners that DMI works with:



Figure 2 - Industry partners

### Costing Estimate and Considerations:

- Tuition estimate: \$8181.76 per semester (international tuition) consistent with Marketing Management.
- The proposed program will use existing courses in the School of Business for its first semester. The subsequent semester will integrate select DMI curriculum materials.
- The enrolment projections reflect two intakes (Fall Intake and Winter Intake) totalling 120 students in the first fiscal year, and 120 students in the second year (see table below for projected 5-year enrollment). We will see a total enrollment in the first fiscal year of 180 which includes the students that continue from Semester 1 to semester 2 of 60 students.
- Depending on the popularity of the program, we hope to launch a Spring intake increasing to three intakes per calendar year.
- Enrollment in FY01 is based on a Fall 2024 launch.
- This program should not impact other business programs as it is specialized in the digital literacy field. Note that Fleming College currently has a one-year unfunded Marketing Management Grad Cert program. Marketing Management is targeted towards students that need a generic, introductory marketing program, which taps into various courses in management.
- No capital investment is required for this proposed program.
- The DMI accreditation cost is \$8,000 every 3-year period.

Description	International Enrolment Projections				
	FY01	FY02	FY03	FY04	FY05
Sem 1	120	120	220	260	300
Sem 2	60	120	180	240	280
Sem 3		0	0	0	0
Sem 4		0	0	0	0
Sem 5		0	0	0	0
Sem 6		0	0	0	0
<b>Total enrolment</b>	<b>180</b>	<b>240</b>	<b>400</b>	<b>500</b>	<b>580</b>
Co-op if applicable					

Table 2 - Enrollment projections over 5 years

Description	Revenues/Source of Funding					Total
	FY01	FY02	FY03	FY04	FY05	
Domestic Tuition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
International Tuition	\$ 1,148,716.37	\$ 1,531,621.83	\$ 2,552,703.05	\$ 3,190,878.81	\$ 3,701,419.42	\$ 12,125,339.48
MTCU International clawback	-\$ 67,500.00	-\$ 90,000.00	-\$ 150,000.00	-\$ 187,500.00	-\$ 217,500.00	-\$ 712,500.00
Other (list)						
Co-op funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other						
Contact Connor E to add Rows						
<b>Total</b>	<b>\$ 1,081,216.37</b>	<b>\$ 1,441,621.83</b>	<b>\$ 2,402,703.05</b>	<b>\$ 3,003,378.81</b>	<b>\$ 3,483,919.42</b>	<b>\$ 11,412,839.48</b>

Table 4 - Revenue

## **Delivery**

The delivery of the digital marketing program will adopt a flexible approach, providing students with a versatile and adaptive learning experience. This method seamlessly combines in-person and online modalities, allowing students to attend classes on selected Saturdays and Sundays for 6-hr periods (constituting 51% of the program) physically on campus and 49% remotely online. This approach recognizes the diverse needs and preferences of learners, offering the flexibility to engage with course content in a manner that suits their individual circumstances. Through a combination of virtual lectures, collaborative online discussions, and hands-on projects, the digital marketing program's delivery aims to create an inclusive and dynamic educational environment that accommodates various learning styles and fosters student success.

## **Equity, Diversity, and Inclusion Considerations:**

The graduate certificate program will integrate the resources developed as part of the Equity, Diversity, and Inclusion (EDI) toolkit created by the College; ensuring that we cater to different student needs and backgrounds. The EDI toolkit provides clear guidelines, processes, and best practices that our faculty and developers can use to create inclusive curriculum. Moreover, we will be consulting with the Indigenous perspectives leaders to direct and provide us the necessary knowledge and support in including the indigenous ways of knowing. Our programs aim to reflect the rich tapestry of perspectives, experiences, and talents that make up the digital marketing world. By fostering an inclusive environment, we create space for a multiplicity of voices, ideas, and cultures to flourish.

In the digital marketing field, inclusion is a game-changer. It's about making everyone feel welcome, heard, and valued. It's about encouraging students to bring their unique perspectives to the table, challenging conventional thinking, and ultimately driving innovation. We believe that diverse teams lead to more creative solutions and better outcomes in the digital marketing world. We are nurturing a new generation of professionals who understand the importance of inclusivity, value the power of diversity, and recognize that equitable marketing strategies are not only good for business but also essential for a better, more interconnected world.

## **References**

Digital Marketing Institute. (2023, October 10) Retrieved from <https://digitalmarketinginstitute.com/>

Imran, R., Fatima, A., Elbayoumi Salem, I., & Allil, K. (2023). Teaching and learning delivery modes in higher education: Looking back to move forward post-COVID-19 era. *The International Journal of Management Education*, 21(2), 100805-. <https://doi.org/10.1016/j.ijme.2023.100805>

Yang, H. H., Li, R. C., Cheung, S. K. S., & Kwok, L. F. (2023). Unleashing the Potentials of Flexible Education with Pedagogical and Technological Innovations. *Sustainability (Basel, Switzerland)*, 15(20), 14915-. <https://doi.org/10.3390/su152014915>



## Board of Governors

### Briefing Note



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**Topic:** Paralegal (PLG) Instructional Settings Modification  
**Report To:** Public Board Meeting  
**Meeting Date:** January 24, 2024  
**Prepared By:** Nick Stone, Dean, School of Health and Community Services

#### Recommendation

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That the Board of Governors approve the instructional settings modification of the *Paralegal (PLG)* Ontario College Diploma for implementation Fall semester, 2024.

#### Overview

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##### Summary:

The School of Health and Community Services is seeking approval to modify the instructional settings of the Paralegal (PLG) Ontario College Diploma. The program is accredited with the Law Society of Ontario (LSO), the governing body of paralegals, which has recently made changes to their program accreditation requirements. The LSO now requires a mandatory field placement of 240 hours starting September 2024. This requirement has resulted in an increase from 160 hours to 240 hours of field placement in Fleming's Paralegal program. The Ministry of Colleges and Universities (MCU) requires any change in instructional settings hours that exceeds 25% to be reported to and approved by the Ministry. Therefore, the School is seeking Board approval to implement this change by September 2024.

##### Background:

Fleming College's Paralegal program has been offered by the School of Health and Community Services at Sutherland Campus since 2002. The program shares curriculum and faculty with the Law Clerk (LCK) Ontario College Diploma program. To accommodate the increase in placement hours, both the Law Clerk and Paralegal curriculum will need to be revised. Over the spring semester of 2023, the program coordinator of both programs carefully redesigned the curriculum to meet the LSO requirements and meet the Vocational Learning Outcomes of both the Paralegal and Law Clerk programs. The changes were communicated to the Paralegal Program Advisory Committee (PAC) on October 30<sup>th</sup>, 2023 and the PAC supports these proposed program changes.

##### Curriculum:

The title, Vocational Learning Outcomes (VLOs), program length and overall program hours of the Paralegal program are not changing. The outcomes will continue to be met however students will gain more work integrated learning experience. The inclusion of the new 240-hour field placement course has resulted in course changes to accommodate the increase from 160 hours to 240 hours of field placement and to maintain shared curriculum with the Law Clerk program.

##### Program Course Curriculum

To increase the fourth semester placement to 240 hours several course modifications were required. Several courses were removed from the curriculum (COMM 201, SOCI 123, SOCI 122, COMP 589, SOCI 36, LAWS 45, LAWS 53, LAWS 47, COMP 99 and GNED 154). Five new courses will need to be developed to condense the skills and competency training. Some courses were moved to new semesters (LAWS 39, ORGB 11, FLPL 109, and LAWS 200), and some had an increase in hours (LAWS 36, FLPL 26) or a reduction in hours (LAWS 74). To better reflect the course content, two courses have been retitled

(LAWS 207, LAWS 29). Table 1 outlines the new proposed course curriculum (changes highlighted in yellow) including the delivery patterns and total course hours that will be submitted to the LSO for approval.

Table 1: Proposed Changes to Paralegal Curriculum			
Course Code	Course Name	Hours	Delivery Pattern
<b>Semester 1</b>			
NEW 1	Legal Computer Applications	45	1-1 hr lec, 1-2 hr lab
NEW 2	Communications/Writing	45	1-1 hr lec, 1-2 hr lab
NEW 3	Strategies for Legal Students	30	1-2 hr sem
LAWS 245	Introduction to Canadian Justice for Legal Professions	45	1-3 hr lec
ACCT 45	Accounting in the Legal Environment	45	1-1 hr lec, 1-2 hr sem
LAWS 39	Administrative Law	30	1-2 hr sem
INDG 49	Introduction to Indigenous Studies	45	1-1 hr lec, 1-2 hr sem
<b>Semester 2</b>			
NEW 4	Legal Research I	45	1-1 hr lec, 1-2 hr lab
LAWS 126	Practice Management in the Legal Environment	45	1-1 hr lec, 1-2 hr lab
LAWS 207	Contract and Tort Law	45	1-3 hr lec
LAWS 36	Human Rights and Employment Law	45	1-3 hr sem
ORGB 11	Alternate Dispute Resolution	45	1-1 hr lec, 1-2 hr sem
FLPL 109	Field Placement Preparation	30	1-2 hr sem
GNEC	General Education Elective	45	lec/sem
<b>Semester 3</b>			
NEW 5	Legal Research II	45	1-1 hr lec, 1-2 hr lab
LAWS 200	Tribunals - Practice and Procedure.	45	1-1 hr lec, 1-2 hr lab
LAWS 323	Advocacy	45	1-1 hr lec, 1-2 hr lab
LAWS 160	Criminal Law/Summary Conviction	30	1-2 hr sem
LAWS 29	Evidence and the Litigation Process	45	1-3 hr sem
LAWS 50	Landlord and Tenant Law	45	1-1 hr lec, 1-2 hr sem
LAWS 14	Introduction to Small Claims	30	1-2 hr sem
GNEC	General Education Elective	45	lec/sem
<b>Semester 4</b>			
SOCI 51	Professional Conduct: Authorized Practice & Ethics	30	1-2 hr lec
LAWS 112	Provincial Offences	45	1-1 hr lec, 1-2 hr lab
BUSN 47	Small Business Strategies	30	1-2 hr lab
LAWS 292	Immigration for Law Paralegals	15	1-1 hr lec
LAWS 74	Small Claims Court Practice and Procedures	30	1-2 hr lab
FLPL 26	Field Placement	240	field placement
<b>Total Hours</b>		<b>1305</b>	

### **Program Delivery Information (PDI) Update**

The instructional hours in the PDI last approved in 2002 by the Ministry of Colleges and Universities (MCU) are outlined in the Table 2:

<b>Table 2: Current Program Delivery Information (PDI) Section - Total Hours per Student</b>							
	<b>Semester</b>						
<b>Funded Instructional Setting</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>Total</b>
Classroom instruction	255	255	285	270			1065
Laboratory/workshop/fieldwork	42	45		30			117
Independent (self-paced)							0
One-on-one instruction							0
Clinical placement							0
Field placement/work placement				160			160
Small group tutorial							0
<b>Total</b>	<b>297</b>	<b>300</b>	<b>285</b>	<b>460</b>			<b>1342</b>
	<b>Semester</b>						
<b>Non-Funded Instructional Settings</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>Total</b>
Co-op work placement - Mandatory							0
Co-op work placement - Optional							0
Degree work placement – Mandatory (shorter than Co-op)							0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>0</b>
<b>Total</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>Total</b>
<b>Grand Total</b>	<b>297</b>	<b>300</b>	<b>285</b>	<b>460</b>			<b>1342</b>

There is a total of 1065 hours of classroom instruction, 117 hours of laboratory/workshop/fieldwork and 160 hours of field placement for a program total of 1342 hours. Colleges are required to report any changes of greater than 25% in any of these instructional settings totals or total program hours.

The following PDI in Table 3 is the proposed information that will be submitted to the Ministry of Colleges and Universities (MCU) for approval:

<b>Table 3: Proposed Program Delivery Information (PDI) Section - Total Hours per Student</b>							
	<b>Semester</b>						
<b>Funded Instructional Setting</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>Total</b>
Classroom instruction	225	240	240	60			765
Laboratory/workshop/fieldwork	60	60	90	90			300
Independent (self-paced)							0
One-on-one instruction							0
Clinical placement							0
Field placement/work placement				240			240
Small group tutorial							0
<b>Total</b>	<b>285</b>	<b>300</b>	<b>330</b>	<b>390</b>			<b>1305</b>
	<b>Semester</b>						
<b>Non Funded Instructional Settings</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>Total</b>
Co-op work placement - Mandatory							0
Co-op work placement - Optional							0
Degree work placement – Mandatory (shorter than Co-op)							0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>0</b>
<b>Total</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>Total</b>
<b>Grand Total</b>	<b>285</b>	<b>300</b>	<b>330</b>	<b>390</b>			<b>1305</b>

The newly proposed PDI in Table 3 is based on the redesigned course curriculum and the proposed total increase of field placement hours to 240 hours. The classroom instruction hours have decreased by 28% for a total of 765 hours, the laboratory/workshop/fieldwork have increased by 156% for a total of 300 hours, and the field placement has increased by 50% for a total of 240 hours (see Table 3). Lastly, the total program hours have decreased by 3%. Thus, we are required to report the changes in all instructional hours to the Ministry as the changes have all exceeded the 25% threshold.

#### Financial Analysis:

This increase in placement hours will not impact the school budget. There will be some course development costs associated with the curriculum adjustment required to increase the placement hours. However, the program's overall delivery costs will be reduced with the decrease in TCHs because of the course adjustments made.

#### Alignment with Fleming College's Strategic Direction and the Strategic Mandate Agreement

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This change is aligned with Fleming's Strategic direction by being focused on the needs of students and employers in the labour market. By meeting the accreditation requirements of the Law Society of Ontario (LSO), the governing body for paralegals, graduates will meet all the competency requirements and be prepared to write the licensing exam to become a member of the LSO. Applicants to the LSO must have graduated from an accredited program to write the licensing exam. Thus, this program will continue to prepare graduates to enter the labour market with the skills, competencies, and ability to be licensed for entry level jobs.

#### Risks and Considerations

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External Environment     Internal Environment     Financial     Human Resources  
 Information Technology     Legal     Operational     Strategic     N/A

There are no anticipated risks for this program change. All other accredited paralegal programs in the province of Ontario will have to undergo the same change to maintain their accreditation. Industry partners will be made aware of the change in hours that are required for students to complete their placement.

#### Supporting Documentation

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N/A