

**THE UNIVERSITY TRIBUNAL  
THE UNIVERSITY OF TORONTO**

**IN THE MATTER OF** charges of academic dishonesty filed on May 2, 2024,

**AND IN THE MATTER OF** the University of Toronto *Code of Behaviour on Academic Matters, 2019*,

**AND IN THE MATTER OF** the *University of Toronto Act, 1971*, S.O. 1971, c. 56 as am. S.O. 1978, c. 88

B E T W E E N:

**UNIVERSITY OF TORONTO**

- and -

J [REDACTED] L [REDACTED]

**REASONS FOR DECISION**

**Hearing Date:** January 14, 2025, via Zoom

**Members of the Panel:**

Alexandra Clark, Chair

Professor Mary Pugh, Faculty Panel Member

Ozanay Bozkaya, Student Panel Member

**Appearances:**

Chloe Hendrie, Assistant Discipline Counsel, Paliare Roland Rosenberg Rothstein LLP

**Hearing Secretary:**

Karen Bellinger, Associate Director, Office of Appeals, Discipline and Faculty Grievances

**In Attendance:**

J [REDACTED] L [REDACTED]

## A. Charges

1. On January 14, 2025 this panel of the University Tribunal held a hearing to consider the charges brought by the University of Toronto against J [REDACTED] L [REDACTED] (the “Student”) under the *Code of Behaviour on Academic Matters, 2019* (the “Code”).

2. Those charges were originally set out in a letter to the Student dated May 2, 2024 as follows:

- (a) On or about April 7, 2023, you knowingly represented as your own an idea or expression of an idea or work of another in connection with the term essay titled *Labor Share Decline in China: A Micro-Level Anatomy* (the “Term Essay”) that you submitted in ECO344H5: Labour Economics and Market Frictions (the “Course”), contrary to section B.I.1(d) of the *Code* (“Count 1”);
- (b) In the alternative, on or about April 7, 2023, you knowingly obtained and/or provided unauthorized assistance in connection with the Term Essay that you submitted in the Course, contrary to section B.I.(1)(b) and B.II.1. of the *Code* (“Count 2”); and
- (c) In the further alternative, on or about April 7, 2023, you knowingly engaged in a form of cheating, academic dishonesty or misconduct, fraud or misrepresentation not otherwise described in the *Code* in order to obtain academic credit or other academic advantage of any kind in connection with the Term Essay submitted in the Course, contrary to section B.I.3(b) of the *Code* (“Count 3”).

3. The Student was enrolled at the University of Toronto Mississauga (“UTM”) at the time of the events discussed in these reasons. She participated in the hearing via videoconference.

## **B. Evidence Tendered**

4. At the outset of the hearing, the Provost tendered an Agreed Statement of Facts executed by the Student on September 27, 2024 and by Assistant Discipline Counsel on September 30, 2024 (“ASF”) and an attached Book of Documents (“Book of Documents”). The summary of events set out below is drawn from the ASF and the Book of Documents.

5. The Student first registered as a student at UTM in the Fall of 2020. As of September 3, 2024, the Student has earned 20 credits and a cumulative GPA of 2.37.

## **The Course**

6. In Winter 2023, the Student enrolled in the Course, which was taught by Professor David Price.

7. The Course syllabus contained information about the Course, the expectations of students in the Course, and the Course assessments. In addition, the syllabus stated that the UTM Department of Economics’ Supplement to Course Syllabi, dated August 9, 2022 (the “Supplemental Syllabus”), was an integral part of the Course syllabus and that the Supplemental Syllabus described, among other things, students’ responsibility to adhere to the *Code* and the academic integrity expectations for students. The Supplemental Syllabus and the *Code* were both hyperlinked in the Course syllabus.

8. The Supplemental Syllabus contained a section dealing with academic integrity. It warned that the University treats cases of cheating and plagiarism very seriously and advised that

the *Code*, which was also hyperlinked in the Supplemental Syllabus, outlined the behaviours that constituted academic dishonesty. The Supplemental Syllabus provided several examples of potential academic offences in papers and assignments, including using someone else's ideas or words without appropriate acknowledgment and obtaining unauthorized assistance.

### **The Term Essay**

9. Students in the Course were required to submit, among other assessments, the Term Essay, which was structured as an essay between four and six pages long worth 25% of the final grade in the Course. Students were tasked in the Term Essay with arguing a decision related to labour economics on behalf of either a government, an employer, or an individual. The Term Essay was due by 5:00 p.m. on April 7, 2023. At any stage of the essay writing process, and in advance of submitting their final Term Essay, students could submit a draft essay on which they would receive feedback, but not a grade, from course staff.

10. Students were required to include four sections in their Term Essay: an introduction (worth 5 points); a literature review (worth 40 points); data analysis (worth 25 points) and synthesis (worth 20 points). The Term Essay instructions provided detailed guidance about what students were required to include in each section of their essay, as well as the grammar and style expectations for the Term Essay. In addition, 10 points were available for grammar and style.

11. In the literature review section, students were required to review and discuss two articles published in the last 10 years in the *Journal of Labor Economics* or the *Journal of Human Resources*. The Term Essay instructions stated that the articles that students chose should support the position that they were arguing for or against in their essay.

12. In the data analysis section, students were required to present at least one empirical fact that they found based on the data analysis that they conducted and then describe what the importance of this fact was. Students could include a table or figure if they wished, but these did not count towards the page count.

13. In the synthesis section, students were required to combine the evidence from their literature review and data analysis sections to make their argument. They were permitted to cite from other sources if they wished to, although they were not required to.

### **The Student's Term Essay**

14. The Student submitted her Term Essay, titled "Labor Share Decline in China: A Micro-Level Anatomy", on or before April 7, 2023. Her paper was 7 pages long, including just over 1 page of references, and also included an appendix containing a further 30 pages of computer code. In addition to the four required sections, the Student's Term Essay included an abstract summarizing the contents of the essay and a keyword section that set out several keywords. The Student's reference list included over 20 sources. We reviewed a copy of the Student's Term Essay.

15. During the grading process, the grader marking the Student's Term Essay observed that the Student's paper was far more sophisticated than the essays submitted by other students in the Course. The grader also observed that the Student had not done particularly well on the Course's midterm test. The grader subsequently raised academic integrity concerns about the Student's Term Essay with Professor Price.

16. Upon reviewing the Student's Term Essay, Professor Price observed that it was highly advanced for an undergraduate student in a number of ways including the fact that it referenced

literature in an advanced way, cited from high quality publications that, in his experience, students often struggled with, and included computer code that was more advanced than what he had taught in class. Professor Price also observed that the computer code provided for the Student's data analysis only reproduced the figure included in the Student's Term Essay, but did not reproduce the table that the Student had included.

17. In addition, Professor Price observed that the Student's Term Essay did not meet the Term Essay requirements. Rather than arguing for a decision related to labour economics and citing two articles from the two specified journals, the Student's Term Essay was a research paper that cited many articles from a range of journals. Based on this, Professor Price's impression was that the Student's Term Essay had been written by someone who was unfamiliar with the Course and had been copied from elsewhere. Professor Price also suspected that the Student's Term Essay had been written using the LaTeX document preparation system. In his experience, it is not common for undergraduate students to use the LaTeX program.

18. Professor Price met with the Student to discuss his concerns about her Term Essay on May 3, 2023. The matter was subsequently referred to UTM Academic Integrity.

### **The Referral to UTM Academic Integrity**

19. The Student attended a meeting with Professor Charles Elkabas, a Dean's Designate for Academic Integrity, on November 30, 2023. Alexandra Chee, an Academic Integrity Specialist at UTM, was also present and took notes of the meeting. The Student acknowledges that Professor Elkabas provided her with the required warnings under the *Code* and that she confirmed at the outset of the meeting that she had read the *Code* and did not have any questions.

20. At the meeting, Professor Elkabas showed the Student the bibliography for her Term Essay and asked her if she had read all of the articles listed in the bibliography. The Student told Professor Elkabas that she had read “most part” of the articles and summaries for each, and that she used the references to “fill up” her paper and form ideas.
21. Professor Elkabas asked the Student if she had completed the computer code that was included in her Term Essay’s appendix. The Student initially claimed that a “friend” had helped her with the coding and had explained it to her because she is not good at coding.
22. The Student also initially claimed that she had written the paper and that her friend helped her to understand the “tricky” parts but later stated that her friend “did a large part of” her Term Essay.
23. The Student initially claimed that her friend was a family friend who had a job that was “very close” to economics, but later, after Professor Elkabas questioned her about her friend’s job, she told him that her friend worked at the University in a “data technology” department.
24. Eventually, the Student admitted to Professor Elkabas that she had paid \$200 for the paper and that she felt “so sorry” for doing this.
25. Towards the end of the meeting, Professor Elkabas asked the Student whether she wanted to plead guilty or not guilty to an academic offence as discussed. The Student responded that she was guilty.
26. At the end of the meeting, Professor Elkabas told the Student that he would be recommending that her case be forwarded to the Provost. Ms. Chee sent the Student an email summarizing the outcome of her meeting with Professor Elkabas later on November 30, 2023.

### **The Student's Admissions**

27. The Student now admits that:

- (a) she purchased the Term Essay that she submitted from an individual and/or commercial organization that writes essays for students for a fee, and that she did so to improve her grade in the Course;
- (b) she paid \$200 in order to purchase the Term Essay; and
- (c) she did no meaningful academic work on the Term Essay.

28. The Student further admits that in submitting the Term Essay she knew or ought to have known that:

- (a) she was representing the ideas of another author, the expression of the ideas of the author, and the work of the author as her own;
- (b) she was committing plagiarism contrary to section B.I.1(d) of the *Code*;
- (c) she was required to complete the Part 2 Submission independently;
- (d) she was obtaining unauthorized assistance by paying an individual and/or commercial organization to write her Term Essay for her and that this was contrary to section B.I.1(b) of the *Code*; and
- (e) she engaged in a form of cheating, academic dishonesty or misconduct, fraud or misrepresentation not otherwise described in the *Code* in order to obtain academic credit or other academic advantage of any kind in connection with the Term Essay, contrary to section B.I.3(b) of the *Code*.

### **The Panel's Finding of Guilt**

29. Based on the facts and admissions summarized above, we were persuaded on a balance of probabilities that, in submitting her Term Essay in the Course, the Student had knowingly represented as her own an idea or expression of an idea or work of another in an academic



examination or term test, and we made a finding of guilt on Count 1. In light of this finding, the Provost withdrew Count 2 and Count 3. The Panel next considered the issue of the appropriate sanctions in light of the finding of guilt on Count 1.

### **C. Sanction**

30. The Student and the Provost entered into an Agreed Statement of Facts Regarding Penalty (the “ASFP”) which was signed by the Student and by Assistant Discipline Counsel on December 20, 2024. In the ASFP, the parties agreed that the Student had committed a prior offence of academic dishonesty (the “Prior Offence”).

#### **The Prior Offence**

31. In particular, in Fall 2020 and Winter 2021, the Student was enrolled in ENV100Y5Y: The Environment (“ENV100”). On December 8, 2020, the Student submitted the term test in ENV100, which was worth 25% of the final grade.

32. The Dean’s Office received a report that alleged that the Student had obtained unauthorized assistance on the term test. On March 26, 2021, the Dean’s Office emailed the Student to advise her of the allegations related to the term test. The letter included a resolution offer that the Student could accept if she forewent a meeting with a Dean’s Designate.

33. The Student admitted to the ENV100 offence on March 30, 2021, via email. The University subsequently imposed a sanction of zero on the term test and a notation on the Student’s transcript for 12 months from April 9, 2021 to April 8, 2022 that stated that her mark in ENV100 had been reduced due to academic misconduct. We reviewed a copy of the discipline case report for the Student’s Prior Offence.

### **Submissions Regarding Sanctions**

34. Assistant Discipline Counsel next tendered a Book of Documents Regarding Sanction, which contained a Joint Submission Regarding Penalty which had been signed by both parties on January 9, 2025 (the “JSRP”). As set out in the JSRP, the parties proposed the following sanctions:

- (a) a final grade of zero in the Course;
- (b) a suspension from the University of Toronto for a period of five years beginning on May 1, 2024;
- (c) a notation of the sanction on her academic record and transcript for a period of six years from the date of the Tribunal’s order; and
- (d) that the case be reported to the Provost for publication of a notice of the decision of the University Tribunal and the sanctions imposed, with the name of the Student withheld.

35. After the ASFP and Book of Documents Regarding Sanction had been marked as Exhibits in the hearing, the Student then addressed the Panel to express her remorse and her acceptance of wrongdoing for her actions in submitting her Term Essay in the Course. She stated that she took full responsibility for what happened and that she regretted making the wrong choice.

### **Assessment of Sanction Precedents**

36. Assistant Discipline Counsel reviewed the contents of the Book of Documents Regarding Sanction, which, in addition to the JSRP, also included copies of the cases relied on as sanction precedents and a chart summarizing the key findings and sanctions imposed in these cases. We found that these authorities provided a useful summary of the sanctions that are normally imposed by the Tribunal in cases involving findings that a student has either purchased work or has paid to

have someone impersonate or assist them in a test or final exam. The majority of these cases involved the purchase of essays or completed assignments, similar to the Term Essay submitted by the Student in this case.

37. We are conscious that the Tribunal, in determining the appropriate sanction in a given case, should generally consider the factors set out in the decision of the *University of Toronto and Mr. C.* (Case No. 1976/77-3, November 5, 1976) (“Mr. C”), namely (a) the character of the person charged; (b) the likelihood of a repetition of the offence; (c) the nature of the offence committed; (d) any extenuating circumstances surrounding the commission of the offence; (e) the detriment to the University occasioned by the offence; and (f) the need to deter others from committing a similar offence.

38. In addition, we recognise that we were presented with a joint position on sanction, which means that while we are not required to accept the proposed sanctions, we should only reject them if we feel that they are so inappropriate that they would bring the administration of justice into disrepute. As explained by the Discipline Appeal Board in the *University of Toronto and M.A.* decision (Case No. 837, December 22, 2016) in paragraphs 23 through 25:

...a panel is not obliged or required to accept the joint submission. The panel enjoys all of the right, responsibility and obligation to impose a fit sentence in the circumstances of every case, including where a joint submission has been put forward.

Equally, however, a joint submission may be rejected by a panel only in circumstances where to give effect to it would be contrary to the public interest or would bring the administration of justice into disrepute.

This test, in a university setting, means that the joint submission must be measured against the understood and entrenched set of values and behaviours which members of the University community are expected to uphold. Only if the joint submission is fundamentally offensive to these values, may it be rejected.

39. In this case, Assistant Discipline Counsel provided an overview of cases involving purchased papers or essays and noted that there were a number of cases where expulsion had been ordered, and there were also a number of cases where 4- or 5-year suspensions had been imposed.

40. Beginning with the expulsion cases, she highlighted 5 decisions: *University of Toronto and S.C, N.R.H. and M.K.K* (Case Nos. 596, 597 and 598, November 23, 2011), as well as *University of Toronto and J.W.* (Case No. 1082, August 23, 2019), *University of Toronto and Z.Z.* (Case No. 862, August 23, 2016), *University of Toronto and Y.L.* (Case No. 686, December 6, 2012) and *University of Toronto and A.T.* (Case No. 645, May 20, 2011). She pointed out that in all of these cases, there was a prior or concurrent offence, and there had been no agreed statement of fact or joint submission regarding penalty.

41. She next reviewed several cases where 4- or 5-year suspensions had been imposed and submitted that the present case fitted most clearly within this category of decisions. She placed particular emphasis on the decisions in *University of Toronto and P.H.Q* (Case No. 982, May 8, 2019) (“P.H.Q.”) and in *University of Toronto and Y.S.* (Case No. 1035, October 30, 2019) (“Y.S.”). Both were cases involving a purchased essay, and both involved one prior offence (two concurrent counts of unauthorized assistance for Y.S. and one count of plagiarism in the case of P.H.Q.). In both of these cases, the sanctions imposed were a mark of 0 in the affected course, a 5-year suspension and a 6-year notation.

42. Turning to the facts of this case, she highlighted a number of the factors outlined in the Mr. C case that supported a sanction that was slightly more lenient than expulsion from the University. In particular, she noted that the Student had admitted guilt at an early opportunity (namely, at the meeting with the Dean’s Designate), that she had entered into the ASF and JSRP, had participated

in the hearing and had expressed remorse for her actions. The fact that the Student had a prior offence on her record was a matter of concern, but because she is at the end of her degree program and has 20 completed credits, she will not be returning to the University at the end of her suspension.

43. Assistant Discipline Counsel also addressed the proposed backdating of the 5-year suspension to May 1, 2024. As the Discipline Appeal Board held in the case of *University of Toronto and D.S.* (Case No. 451, August 24, 2007), the general principle is that sanctions should generally start from the date that they are imposed by the Tribunal. “It is possible”, they noted in paragraph 54 of that decision, “in exceptional circumstances, for the commencement of a sanction to date back earlier. However, some principled reason must be given for doing so”.

44. In this case, Assistant Discipline Counsel pointed to the Student’s early admission of guilt, her cooperation with the disciplinary process, and the fact that she had signed the ASF on September 22, 2024 but that the hearing had not been scheduled until January of 2025 for reasons that were not attributable to her. The Student has not been enrolled at the University since May of 2024 and she has already completed the 20 credits required to graduate. Without the benefit of backdating her suspension, the Student would not be able to graduate before June of 2030. This would create a total suspension of 6.5 years, which would be disproportionate to all of the facts and mitigating circumstances of this case. We were persuaded that these facts, taken together, established a principled reason to backdate this aspect of the sanctions.

### Decision Regarding Sanction

45. Having heard the submissions of both the Student and of Assistant Discipline Counsel and having considered the sanction precedents that were tendered in the hearing, we determined that the sanctions proposed in the JSRP are appropriate.

46. We agree with the panel in *University of Toronto and A.T.* (Case No. 645, May 20, 2011), when they wrote in paragraph 30:

It is clear that plagiarism, particularly plagiarism connected to...purchasing essays from commercial enterprises...is at the highest end of the scale in terms of seriousness. It is very hard to detect purchased essays...Purchased essays provide a convenient way for students to short circuit their expected workload. This is an industry that is based on deceit. This threatens the fabric of the university grading system. It creates an uneven playing field and creates unfairness to the students who play by the rules and do not have the means to purchase their way to a degree. It also encourages the proliferation of this kind of commercial enterprise. The University is very vulnerable to this kind of commercial activity.

47. We share that panel's concern with the "commercial nature" of this offence and we were particularly troubled by the fact that the Student had a prior offence in the form of a conviction for unauthorized assistance on a term test. However, we recognize that a joint submission on penalty should not be lightly disregarded, and that there were a number of cases, particularly the P.H.Q. and Y.S. decisions, which demonstrated that there are precedents for the sanctions proposed here.

48. In another case involving two instances of purchased work assignments, namely *University of Toronto and Y.W.* (Case No. 990, September 12, 2019) ("Y.W."), where the same sanctions as those proposed in the present case were imposed, the panel wrote at paragraph 41:

...prompt acknowledgement of wrongdoing and cooperation with the discipline process may justify the imposition of a sanction less severe than expulsion. In the present case, the Student's early admission of misconduct, her guilty plea, and her co-operation with the discipline process should be taken into account as mitigating factors. Such co-operation renders the university discipline process easier for all concerned. The Panel also notes that the Student appeared at the hearing, and that

through her admissions, plea and the submissions of her counsel, recognized her wrongdoing.

49. As in the Y.W. case, we acknowledge the value of the Student's cooperation with the discipline process and judge that her acceptance of responsibility for her wrongdoing was sincere. We also note that she will have to wait five years before graduating from a program that she has otherwise successfully completed. Taken together, we believe that the proposed package of sanctions is responsive to the facts of the case and to the seriousness of the offence. Therefore, at the conclusion of the hearing, we signed an order imposing the following sanctions on the Student:

- (a) a final grade of zero in the Course;
- (b) a suspension from the University of Toronto for a period of five years beginning on May 1, 2024; and
- (c) a notation of the sanction on the Student's academic record and transcript for a period of six years from the date of the Tribunal's order.

We also added the standard requirement that this case be reported to the Provost for publication of a notice of the decision of the University Tribunal and the sanctions imposed, with the name of the Student withheld.

Dated at Toronto, this 27th day of February, 2025

Original signed by:

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Alexandra Clark, Chair  
On behalf of the Panel