

**THE UNIVERSITY TRIBUNAL
THE UNIVERSITY OF TORONTO**

IN THE MATTER OF charges of academic dishonesty filed on July 8, 2015,

AND IN THE MATTER OF the University of Toronto *Code of Behaviour on Academic Matters, 1995,*

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

BETWEEN:

UNIVERSITY OF TORONTO

- and -

Q| S ■ S ■

REASONS FOR DECISION

Hearing Date: November 26, 2015

Members of the Panel:

Ms. Johanna Braden, Barrister and Solicitor, Chair

Professor Michael Evans, Faculty Panel Member

Ms. Jenna Jacobson, Student Panel Member

Appearances:

Mr. Robert Centa, Assistant Discipline Counsel, Paliare Roland, Barristers

Ms. Lauren Pearce, Student-at-law, Paliare Roland, Barristers

Professor John Britton, Professor Emeritus, Dean's Designate, Office of Student
Academic Integrity, Faculty of Arts and Science

Ms. Kasha Visutskie, Academic Integrity Officer, Office of Student Academic Integrity,
Faculty of Arts and Science

In Attendance:

Mr. Christopher Lang, Director, Appeals, Discipline and Faculty Grievances, Office of
the Governing Council

Ms. Krista Osbourne, Administrative Assistant, Appeals, Discipline and Faculty
Grievances, Office of the Governing Council

Not In Attendance:

Mr. Q| S ■ S ■, Student

1. The Trial Division of the University Tribunal was convened on November 26, 2015, to consider charges brought by the University of Toronto (“the University”) against Mr. Q| S■ S■ (“the Student”) under the *University of Toronto Code of Behaviour on Academic Matters*, 1995 (“the Code”).

Preliminary Issue: Proceeding in the Absence of the Student

2. The hearing was scheduled to begin at 9:45 a.m. The Tribunal waited until 10 a.m. to commence the hearing. Neither the Student, nor a representative of the Student, appeared.
3. Pursuant to sections 6 and 7 of the *Statutory Powers Procedure Act* (“the Act”), and Rule 17 of the University Tribunal Rules of Practice and Procedure (“the Rules”), where reasonable notice of an oral hearing has been given to a party in accordance with the Act and the party does not attend at the hearing, the Tribunal may proceed in the absence of the party and the party is not entitled to any further notice in the proceeding. The University requested that the Tribunal proceed with this hearing
4. Pursuant to Rule 9, a notice of hearing may be served on a student by various means, including by:
 - (a) sending a copy of the document by courier to the student’s mailing address contained in ROSI (the Repository of Student Information); or
 - (b) emailing a copy of the document to the student’s email address contained in ROSI.
5. The University’s Policy on Official Correspondence with Students expressly states that students are responsible for maintaining on ROSI a current and valid postal

address and a University-issued email account. Students are expected to monitor and retrieve their mail, including electronic messaging accounts issued to them by the University, on a frequent and consistent basis.

6. The onus of proof is on the University under the Act and the Rules to establish that it provided the Student with reasonable notice of the hearing in accordance with these provisions.
7. The University filed affidavit evidence showing that the Student had been sent the Notice of Hearing dated October 15, 2015 by way of email to the Student at the email address he had provided on ROSI, and by courier to the mailing address the Student had provided on ROSI.
8. The University also filed affidavit evidence showing that the Student had been served with the charges by way of email to the Student at the email address he had provided on ROSI.
9. The Tribunal reviewed the evidence and the submissions of counsel for the University and concluded that the Student was given reasonable notice of the hearing in compliance with the notice requirements of the Act and the Rules.
10. The University has proven that it provided reasonable notice of the time, date, place and nature of the hearing to the Student. The Tribunal therefore determined that it would proceed to hear the case on its merits in the absence of the Student. The hearing proceeded on the basis that the Student was deemed to deny all Charges made against him.

The Charges and Particulars

11. The Charges and Particulars alleged against the Student are as follows:

1. On or about December 2, 2014, you knowingly represented the ideas of another, or the expressions of the ideas of another as your own work in an untitled essay (the "Essay") that you submitted in particular completion of the course requirements in EAS103H1F (the "Course"), contrary to section B.I.1 (d) of the Code.
2. On or about December 2, 2014, you knowingly obtained unauthorized assistance in connection with the Essay, which you submitted for academic credit in the Course, contrary to section B.I.1(b) of the Code.
3. In the alternative, on or about December 2, 2014, by submitting the Essay, you knowingly engaged in a form of cheating, academic dishonesty or misconduct, fraud or misrepresentation not otherwise described in the Code to obtain academic credit or other academic advantage of any kind, contrary to section B.I.3(b) of the Code.

The particulars for the charges are as follows:

1. At all material times you were a student registered at the University of Toronto.
2. In Session 20149, you enrolled in the Course, which was titled Premodern East Asia and which was taught by Prof. Linda Rui Feng.
3. The Course requirements included an essay assignment, which was worth 30% of the final grade in the Course.
4. On or about December 2, 2014, you submitted the Essay, which was a revised version of an essay you submitted on November 3, 2014, in partial completion of the Course requirements and to obtain academic credit.
5. You knowingly represented the work of another as your own work in the Essay. You knowingly included in the Essay ideas and expressions that were not your own, but were the ideas and expressions of others, which you did not acknowledge in the Essay.

6. You knowingly received unauthorized assistance from "Sonia", or someone at "Ace My Term Papers" or other persons unknown, or you did not write the Essay and purchased the Essay from "Sonia", or "Ace My Term Papers" or persons unknown.
 7. You submitted the Essay knowing and intending that when your instructor evaluated the Essay she would conclude that the Essay contained your own ideas that you had expressed in your own words.
 8. For the purposes of obtaining academic credit and/or other academic advantage, you knowingly committed a form of cheating, academic dishonesty or misconduct.
12. As to Charges 1 and 2, counsel for the University advised that the University was seeking a finding with respect to only one of them. He further advised that if the Tribunal were to find the Student guilty of either Charge 1 or Charge 2, the University would withdraw Charge 3.

The Evidence

13. The Tribunal heard evidence from two witnesses: Kasha Visutskie and Professor John Britton.
14. Ms. Visutskie is an Academic Integrity Officer at the University's Faculty of Arts and Science Office of Student Academic Integrity. Part of her job is to investigate allegations of academic misconduct.
15. Ms. Visutskie became involved in this matter when the Department of East Asian Studies reported a concern about the academic integrity of a paper that the Student had submitted in course EAS 103HIF (the "Course"). She identified for the Tribunal various documents that she had reviewed as part of her investigation, and testified as follows.

- (a) The course syllabus for the Course included information under the heading “Academic Integrity” that defined academic offences and provided links to resources for defining plagiarism and offering tips on how to avoid it.
- (b) The course syllabus for the Course set out that 30% of a student’s grade would be determined by a 2,000 word essay. If a student received a mark of less than 80% on the essay, the essay would have to be revised. If a student received a mark of 80% or higher on the essay, revision would be optional.
- (c) The Student’s original Course essay was submitted November 3, 2014. The Student submitted a revised Course essay on December 2, 2014. The document properties for the revised essay identified the author of the revised essay as “AMTP”, and identified that the document had last been modified and saved by “sonia”.
- (d) Based on her experience, Ms. Visutskie believed that “AMTP” is a company called “Ace My Term Paper”. She understood Ace My Term Paper to be a company that provides fee-for-service editing services and customized essay services. It is not affiliated with the University, is not authorized by the University, and is not one of the recognized writing centres at the University. It advertises to students at the University.
- (e) Ms. Visutskie performed an Internet search for “Ace My Term Paper” which turned up a webpage at www.acemytermpaper.com. She was able to access sample term papers through the www.acemytermpaper.com website, and the term papers she accessed through that website showed that the document properties for those sample papers identified that they were last saved by “AMTP”.

- (f) In addition to the original essay and the revised essay, the Student had also completed two in-class examinations for the Course: a mid-term exam and a final exam. The Student did poorly on both exams.
16. The second witness for the University was Professor John Britton, Professor Emeritus and Dean's Designate in the Office of Student Academic Integrity for the Faculty of Arts and Science. He acts as the Dean's Designate for the purpose of holding interviews with students in the Faculty of Arts and Science when there are allegations of academic misconduct.
- (a) Professor Britton reviewed the two exams and the two essays written by the Student for the Course. He also reviewed Ms. Visutskie's analysis and met with her. He then met with the Student.
- (b) He started the meeting with the Student by trying to verify whether the Student had read the Code. He reviewed pertinent provisions of the Code with the Student, including the warning to students required by subsection C.(i)(a)6.
- (c) Professor Britton asked the Student whether he had written the revised essay, and the Student said he had. The Student said he'd written all of it, and that it was completely his own work.
- (d) Professor Britton asked the Student to paraphrase the ideas in the revised essay. The Student was unable to do so.
- (e) Professor Britton asked the Student to define some of the words he'd used in the revised essay, such as "xenophobic" and "assuage". The Student was unable to do so.
- (f) Professor Britton discussed the document properties for the revised essay with the Student. The Student claimed not to know who or what "AMTP"

was, even though "AMTP" was identified as the author of the document. The Student claimed that "sonia", identified on the document properties as the last person to modify and save the revised essay, was his girlfriend. The Student continued to insist that he was the sole author of the revised essay.

- (g) Professor Britton did not believe the Student. He compared the revised essay to the original essay and the Student's two in-class exams. Based on the phraseology, grammar, vocabulary and ideas, Professor Britton concluded that someone other than the Student had written significant portions of the revised essay.

Decision of the Tribunal on the Charges

- 17. The onus is on the University to establish on the balance of probabilities, using clear and convincing evidence, that one or more of the academic offences charged has been committed by the Student.
- 18. Having considered all the evidence in this hearing, the Tribunal found that significant portions of the revised essay were not written by the Student.
 - (a) The document properties of the revised essay reveal the author to be "AMTP", which the Tribunal accepts as standing for "Ace My Term Paper." At his meeting with Professor Britton, the Student was unable to offer any explanation for the "AMTP" initials appearing on the document properties for the revised essay. Other papers clearly authored by Ace My Term Paper show those same initials in their document properties. Ace My Term Paper is a for-profit enterprise that offers essay customization and editing services to University students. In light of all the evidence, the Tribunal finds it is more likely than not that someone employed by Ace My Term Paper assisted the Student with his revised essay.

- (b) As to whether the assistance the Student received fell within the range of permitted editing assistance, or went too far and became academic misconduct, the Tribunal finds the revised essay contains phrases and sentences that were not written by the Student and not attributed to any other author. This conclusion is based on the Tribunal's own comparison of the revised essay with the Student's previous written work, particularly the Student's two essays. The Tribunal realizes that in-class examinations are not the best test of a student's writing and language abilities. However, the differences between the Student's writing in his two exams and the Student's writing in his revised essay are stark. The two exams are written by someone struggling with basic rules of English grammar and confined to a limited and simplistic English language vocabulary. The vocabulary, grammar, and sentence structure are sufficiently distinct in the revised essay to persuade the Tribunal that the Student was not the author of significant components of the revised essay.
- (c) This conclusion is reinforced by the evidence of Professor Britton regarding the Student's inability to paraphrase the ideas of his revised essay, or explain language used in the revised essay. While the Tribunal recognizes that some three months had passed between submitting the revised essay and meeting with Professor Britton, the Student's inability to give any answers to Professor Britton's questions is further evidence that the Student did not author parts of that revised essay.
19. As to the precise finding of misconduct, the University had charged the Student with both plagiarism (under Charge 1) and with obtaining unauthorized academic assistance (under Charge 2). Counsel for the University submitted that if the Tribunal was satisfied that some of the language in the revised essay had not been written by the Student, it was up to the Tribunal to determine whether the misconduct was more appropriately described as "plagiarism" or "unauthorized assistance". The submission of the University was that the misconduct in this

case was best described as “plagiarism”, as it was the University’s view that the evidence showed that substantial portions of the revised essay were not written by the student and were not attributed to their actual author.

20. The Tribunal is of the view that the Student knowingly represented the work of another as his own, and as such committed plagiarism as defined in subsection B.i.3(b) of the Code. Whether and under what circumstances it would be permissible for a student to obtain editing assistance that fell short of plagiarism is not something the Tribunal needed to decide on the facts of this case.
21. In light of the Tribunal’s finding, Charges 2 and 3 were withdrawn by the University.

Decision of the Tribunal on Penalty

22. The University sought the following sanctions:
 - (a) a final grade of zero in the course EAS 103H1F;
 - (b) a suspension from the University for a period of three years from the date of the Tribunal’s Order;
 - (c) that the sanction be recorded on his academic record and transcript for 4 years from the date of the Tribunal’s Order; and
 - (d) that this case shall be reported to the Provost for publication of a notice of the decision of the Tribunal and the sanctions imposed, with the name of the student withheld.
23. The University did not lead any additional evidence with respect to the sanction.
24. The Tribunal has considered the principles and factors relevant to sanction set out by this Tribunal in *University of Toronto and Mr. C* (Case No. 1976/77-3, November 5, 1976). While the determination of an appropriate penalty in every

case by the Tribunal will depend on an individual assessment of these principles and factors, it is important to have general consistency in the Tribunal's approach to sanction so that students are treated fairly and equitably.

25. At this Tribunal, sanctions for plagiarism invariably involve a final grade of zero for the affected course. However, there is a spectrum when it comes to the length of suspension. Broadly speaking, a two-year suspension from the University is frequently ordered for first-time offenders who commit a single act of plagiarism (see, for example, *University of Toronto and S. B.* (Case 488, November 14, 2007)). However, when the plagiarism in question involves a purchased essay, the typical sanction is a five-year suspension or a recommendation of expulsion (see, for example, *University of Toronto and S. C.*, *M. R. H.* and *M. K. K.* (Case 596, 597, 598 – Appeal, Discipline Appeals Board, November 23, 2011); *University of Toronto and Mr. S.B.P.* (Case 601, March 8, 2011); and *University of Toronto and A.T.* (Case 645, May 20, 2011)). The rationale for the higher sanction in purchased essay courses is explained in *A.T.*, *supra*, at paragraph 30 as follows.

“It is clear that plagiarism, particularly plagiarism connected to the Internet and purchasing essays from commercial enterprises operating on the Internet, 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.”

26. The University submitted that the facts of this case fall somewhere between the two ends of the plagiarism spectrum. On the one hand, the Student is a first-time

offender who has been caught plagiarizing parts of an essay submitted for one course. On the other hand, while the entire essay may not have been purchased, the evidence establishes that the Student did engage the writing services of a commercial essay-writing company. Accordingly, the University submitted that a three-year suspension would reflect the degree of seriousness of this particular offence.

27. The Tribunal considered the University's submissions in light of its findings and the factors from *Mr. C., supra*.

- (a) The character of the Student: there was no evidence before the Tribunal regarding the Student's character other than the facts of the offence as found by the Tribunal.
- (b) The likelihood of a repetition of the offence: there was no evidence led that would lead the Tribunal to conclude one way or another on this factor.
- (c) The nature of the offence committed: the Tribunal accepts that this case is more serious than plagiarism cases where there is no commercial element. The Student's decision to obtain and pay for essay-writing services demonstrates a calculated and deliberate attempt to deceive the University and purchase a grade he did not earn.
- (d) Any extenuating circumstances surrounding the commission of the offence: the Student did not participate in this hearing, and there is accordingly no evidence before us of mitigating or extenuating circumstances, other than the fact that this was the Student's first offence. There was no evidence of any remorse or insight.
- (e) The detriment to the University occasioned by the offence: fortunately, the Student's misconduct was detected quickly. However, because the

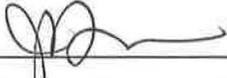
Student presumably paid "Ace My Term Paper" for its services, he provided support to an organization that has the potential to undermine academic integrity at the University.

- (f) The need to deter others from committing a similar offence: this is a key factor in any plagiarism case. Plagiarism is a constant threat to the University. Students who are tempted to pay someone to write parts of their essays for them must be shown that very serious consequences will befall them if they are caught.

28. In all of the circumstances, and with regard to the factors identified in the C. case, the Tribunal is satisfied that the following Order is appropriate.

1. **THAT** Mr. S■■ is guilty of the academic offence of plagiarism, contrary to section B.I.1(d) of the *Code of Behaviour on Academic Matters*;
2. **THAT** the following sanctions shall be imposed on Mr. S■■:
 - (a) he shall receive a final grade of zero in the course EAS103H1F;
 - (b) he be suspended from the University for 3 years from the date of this Order; and
 - (c) the sanction be recorded on his academic record and transcript for 4 years from the date of this Order;
3. **THAT** this case shall be reported to the Provost for publication of a notice of the decision of the Tribunal and the sanctions imposed, with the name of the student withheld.

Dated at Toronto this 29th day of January, 2016



Ms. Johanna Braden, Chair