

October 18, 2010

MEMORANDUM OF AGREEMENT

BETWEEN :

Ontario College of Teachers

- and -

Anthony Thomas Convay, OCT

HA
OCT 26
Ministry of Education

WHEREAS Anthony Thomas Convay is a Member of the Ontario College of Teachers (Certificate number 430905);

AND WHEREAS on September 24th 2009, Michael Salvatori, OCT, Registrar, initiated a complaint concerning the conduct or actions of Anthony Thomas Convay, OCT;

THE PARTIES to this agreement are the Ontario College of Teachers (the "College") and Anthony Thomas Convay (the "Member"). The Registrar's signature on this Memorandum of Agreement (the "MOA") does not bind the Investigation Committee in its function to consider and dispose of this matter.

WHERE THE INVESTIGATION COMMITTEE requests modifications to this MOA, the Dispute Resolution Officer shall consult the parties as to whether the modifications are acceptable. If the parties accept the modifications, the revised MOA shall become final and binding once ratified by the Investigation Committee.

WHERE THE INVESTIGATION COMMITTEE does not ratify the MOA or the parties do not accept the modifications, the complaint will proceed through the investigation process and will be considered by a differently constituted panel of the Investigation Committee. The second panel of the Investigation Committee will not be provided with nor will it consider this MOA.

Agreed Statement of Facts

1. At all material times, the Member was employed by the Avon Maitland District School Board (the "Board") as a long-term occasional teacher.

INITIALS:

430905/October 18, 2010

2. On June 11th 2009 the Ontario College of Teachers received notification from the Board advising that the Member had engaged in an inappropriate relationship with [REDACTED], a [REDACTED] year-old female student.
3. On May 22nd 2008, the Principal of the [REDACTED] School and the Superintendent of the Board met with the Member and his union representative regarding the allegations of inappropriate relationship.
4. After consulting with legal counsel, the Member admitted that he was engaged in an ongoing sexual relationship with [REDACTED] that began toward the end of January 2008.
5. The Board terminated the Member's employment for cause effective June 10th 2008.
6. Following a police investigation into the matter, no criminal charges were laid against the Member.
7. The Member recognizes and admits that during the 2007-2008 school year he acted in an inappropriate and unprofessional manner and failed to maintain the standards of the profession when he engaged in an inappropriate relationship with [REDACTED] a female student.
8. Furthermore, the Member recognizes that he failed to meet the standards of the profession in a manner which affects his suitability to hold a certificate of qualification and registration.
9. The Member and [REDACTED] are now an established couple, living together since more than 2 years and are recognized as a couple by the School and the community. [REDACTED] is completing her university degree and the Member is supporting her.
10. [REDACTED] parents are supportive of the relationship as it further appears from the statement attached in Annex herewith.
11. Both the Member and [REDACTED] are very close to the school community and are often invited by members of the Board and the Principal, as a couple, to School and community social functions and their relationship is now well accepted.
12. The Member is voluntarily waiving the right to require the College to prove the case against him and the right to a hearing.
13. The Parties hereby agree to conclude the investigation by the College and not to proceed to a hearing of the complaint against the Member under the terms and conditions as stated herein.

INITIALS:



430905/October 18, 2010

Joint Submission on Resolution

The parties agree to resolve the complaint as follows:

14. The parties agree and undertake that upon ratification of this MOA, there shall be no further action taken, no appeal of any or all of the terms of this agreement, and no application for judicial review, providing the terms of this MOA are adhered to.
15. The parties agree and understand that if any phrase or paragraph of this MOA is deemed null and void, the offending text shall be replaced by a valid and enforceable text reaching the same objective. At all times this MOA shall remain in force and effect.
16. The Member agrees and understand that upon ratification of this MOA, the Investigation Committee will admonish the Member in writing, with respect to the above particulars.
17. Furthermore, the Member agrees and declares that if a hearing proceeded regarding this complaint against him, his teaching certificate of qualification would be suspended for a period of time from the date of the decision.
18. In consideration of what is stated in paragraph 17, above the Member agrees and undertakes not to engage in any activity where a Certificate of qualification is required for a period of 18 months from the date of the decision of the Investigation Committee to ratify this MoA.
19. The Member agrees and understands that from the date of ratification of this MoA, the Public Register shall indicate:

"Pursuant to the ratification by the Investigation Committee of a Memorandum of Agreement between the Member and the Registrar of the Ontario College of Teachers, the Member undertakes not to seek or engage in any professional activities where a Certificate of qualification is required for a period of 18 months from (date of ratification.)."

INITIALS:

430905/October 18, 2010

20. The parties agree that the notation on the Public Register shall reflect the undertaking from the Member as stated herein above for the duration of such undertaking.
21. Prior to returning to duties where a Certificate of Qualification is required, the Member agrees and undertakes to successfully complete, at his own expense, a course of instruction on appropriate teacher-student boundaries provided by a practitioner pre-approved by the Registrar.
22. At least thirty (30) days prior to returning to duties where a Certificate of Qualification is required, the Member agrees and undertakes to provide the Registrar with a written confirmation from the approved course provider attesting that:
 - a) he/she has examined the Investigation Committee's decision as well as this MoA;
 - b) he/she has addressed with the Member the specific boundaries issues giving rise to the complaint against the Member; and,
 - c) he/she confirms that the Member has successfully completed the course of instruction on professional boundaries .
23. Furthermore, at least 30 days prior to returning to duties where a Certificate of Qualification is required, at his own expense, the Member shall provide the Registrar, with a written attestation from a certified psychologist or psychiatrist confirming that, in his/her own opinion, the Member understands the limits of professional boundaries as a teacher and does not represent an undue risk of repeat offense.
24. The Member agrees and understands that the College shall publish a summary of the complaint and its resolution as contained in this MOA. This summary shall include the Member's name but shall exclude the name and initials of the student. Such publication shall be made in the College's official publication, *Professionally Speaking/Pour parler profession*, on the College web site, and in such other manner as the Registrar and Chief Executive Officer deems appropriate. The parties agree that the summary shall disclose the fact that the Member and former student are an established couple well accepted by the community.
25. The Member agrees and understands that, upon ratification of this MOA, the Investigation Committee's decision and this MOA shall be part of the records in the Margaret Wilson Library and made available to the public.

INITIALS:

430905/October 18, 2010

- 26. The Member agrees and understands that, in the event he breaches a term of this MOA, the College may conduct an investigation or hearing into this matter as permitted under the *Ontario College of Teachers Act, 1996*.
- 27. The Member agrees and understands that, in the event he breaches a term of this MOA, he is estopped from alleging, by way of defense, that the College failed to investigate or dispose of the complaint in a timely manner with respect to the period between the resolution of the complaint and the date on which the College became aware of such a breach; and
- 28. The Member agrees and understands that, in the event he breaches a term of this MOA, the College may provide the Investigation, Executive, Discipline, or Fitness to Practise Committee with all the information necessary to fulfil its statutory mandate.

Dated at London this 21 day of October 2010
Town/City Day of mo. Month Year

[Signature]
 Witness

[Signature]
 Anthony Thomas Conway, OCT

[Redacted]
 Name of Witness - Please Print

Dated at Toronto this 1st day of November 2010
Day of mo. Month Year

[Signature]
 Witness

[Signature]
 Michael Salvatori, OCT
 Registrar and Chief Executive Officer

SHIRLEY RODRICKS
 Name of Witness - Please Print