

# MEMORANDUM OF AGREEMENT

**B E T W E E N :**

**Ontario College of Teachers**

**- and -**

**Glenn William James Crawford**

**WHEREAS** Glenn William James Crawford is a member of the Ontario College of Teachers (Registry number 237410);

**AND WHEREAS**, W. Douglas Wilson, Registrar and Chief Executive Officer (the "complainant") has filed a complaint, dated April 16, 2004, with respect to the conduct or actions of Glenn William James Crawford;

**THE PARTIES** to this agreement are the Ontario College of Teachers (the "College") and Glenn William James Crawford (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.

The parties agree to resolve the complaint as follows:

1. the parties agree and understand that the terms of this MOA constitute a proposed settlement of this matter and that the terms are subject to ratification by the Investigation Committee of the College. Accordingly, this MOA is not considered final and binding on the parties until such time as it is ratified by the Investigation Committee;
2. the parties agree and undertake that if the Investigation Committee ratifies this MOA, there shall be no appeal of any or all of the terms of this agreement, to any forum of the College and that there shall be no application for judicial review of the terms of the MOA;
3. the parties agree and undertake to take no further action with respect to the complaint provided that the terms of this MOA are complied with;
4. the member acknowledges that he engaged in the conduct described in Appendix "A" and that such conduct amounts to professional misconduct as defined by Regulation 437/97 under the *Ontario College of Teachers Act, 1996*;
5. the parties acknowledge that the member has made restitution for the inappropriate use of personal funds;
6. the parties acknowledge that the Hamilton-Wentworth District School Board accepted the member's resignation effective as of May 2, 2003;

7. the member agrees and undertakes not to seek or engage in employment where a certificate of qualification and registration is required during the 2004/2005 academic school year;
8. with respect to employment where a certificate of qualification and registration is required, the member agrees and undertakes not to utilize the funds of any current or future employer for personal purchases;
9. the member agrees and undertakes to immediately inform the Registrar of any disciplinary action arising from misuse of employer resources with respect to employment requiring a certificate of qualification and registration;
10. the member agrees and undertakes to immediately inform the Registrar of any future criminal charges relating to the misuse of employer resources or fraud;
11. the member agrees and understands that, during the 2004 / 2005 school year, the public register maintained by the Registrar, in accordance with section 23 of the *Ontario College of Teachers Act, 1996*, will include the following notation:

on (insert date of ratification by Investigation Committee), the member agreed not to seek or engage in employment where a certificate of qualification and registration is required until such time as conditions contained in an agreement with the College have been met;
12. the member agrees and understands that upon ratification of the MOA, his status on the public register will be changed to "Good Standing - Subject to Terms, Conditions and Limitations";
13. the parties agree that upon satisfaction of the conditions of this MOA and the completion of the 2004 / 2005 academic school year, the member's status on the public register will be returned to "Good Standing".
14. the member agrees and undertakes that prior to seeking or engaging employment where a certificate of qualification and registration is required, he shall notify the Registrar of his intention to do so;
15. the member agrees and understands that the College shall publish his name with a summary of the complaint and its resolution as contained in this MOA. Such publication will be made in the College's official publication, *Professionally Speaking/Pour parler profession*, on the College website, or in such other manner as the Registrar and Chief Executive Officer deems appropriate;
16. the member agrees and understands that upon ratification of this MOA by the Investigation Committee, the College will maintain a copy of the Decision of the Investigation Committee, including this MOA, in the College's Margaret Wilson Library. The Decision will be available for review by the public;

17. the member agrees and understands that during the 2004 / 2005 academic school year, the College will provide notice of the terms, conditions, and limitations placed on the member's certificate of qualification and registration to any Canadian school or school board, any Canadian teacher federation or affiliate, the Ontario Directors of Education and Heads of Private Schools, and the teacher licensing and governing bodies in Canada and elsewhere who are routinely notified by the College of such matters;
18. pursuant to section 43.4 of the *Ontario College of Teachers Act, 1996*, the member agrees and understands that if the Investigation Committee ratifies this MOA, the College will provide the member's former employer, the Hamilton-Wentworth District School Board, with the committee's Decision and Reasons, including this MOA;
19. the parties agree and understand that if any phrase or paragraph of this MOA is deemed null and void, the MOA shall be read as though the phrase or paragraph was stricken from the MOA and the amended MOA shall remain in force and effect;
20. the member agrees and understands that this MOA is the entire agreement between himself and the College and that there have been no oral or written representations made by the College as an inducement or threat to enter into this MOA;
21. the member agrees and understands that should he breach this MOA by seeking or engaging in employment where a certificate of qualification and registration is required, the College may provide a copy of this MOA to any employer, licensing body, or education authority who inquires about the member's record with the College;
22. 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*;
23. 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 that period between the resolution of the complaint herein and the time that the College becomes aware of such a breach;
24. the member agrees and understands that, in the event he breaches a term of this MOA, the College is entitled to enter before the Executive, Investigation, Discipline, or Fitness to Practise Committee, this MOA as an admission of the member's conduct as described in paragraph 4;
25. 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;

26. the member agrees and understands that:

- (a) if the Investigation Committee requests any modifications to this MOA, the Dispute Resolutions Administrator, will consult the parties as to whether the modifications are acceptable. If the parties accept the modifications, they will sign and date the revised MOA and return it to the College, within ten business days from the date of the discussion with the Dispute Resolutions Administrator. The revised MOA is considered final and binding once the Investigation Committee has ratified it; and
- (b) if the Investigation Committee does not ratify the MOA, or the parties do not accept all of the modifications, the complaint will proceed through the investigation process at the College and will be considered by another panel of the Investigation Committee without prejudice. The second panel of the Investigation Committee will not be provided with nor will it consider this MOA.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2004  
(town/city) (day of month) (month)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Glenn William James Crawford

\_\_\_\_\_  
Name of Witness - Please Print

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2004  
(town/city) (day of month) (month)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
W. Douglas Wilson  
Registrar and Chief Executive Officer

\_\_\_\_\_  
Name of Witness - Please Print

## APPENDIX "A"

### Registrar's Complaint against Glenn Crawford

The Registrar alleges that Glenn Crawford, at all material times principal at Saltfleet High School in the Hamilton Wentworth District School Board, acted inappropriately in that he misappropriated school funds and assets including but not limited to the following:

- a) receiving unauthorized personal advances;
- b) submitting expenses and receiving reimbursement for meal, hotel and other expenses that were personal;
- c) falsifying receipts in order to be reimbursed by the school;
- d) billing more than one source for expense claims;
- e) using school funds and assets for personal reasons;
- f) authorizing payment of expenses not related to school activities; and
- g) using the school van for personal reasons and submitting the expenses to the school.