

11.30.09

MEMORANDUM OF AGREEMENT

B E T W E E N :

Ontario College of Teachers

- and -

Gerard Devine,

WHEREAS Gerard Devine is a retired member of the Ontario College of Teachers (Certificate number 103892);

AND WHEREAS Michael Salvatori, OCT, Registrar and Chief Executive Officer, initiated a complaint on November 9th 2009, with respect to the conduct or actions of Gerard Devine;

THE PARTIES to this agreement are the Ontario College of Teachers (the "College") and Gerard Devine (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

The parties hereby agree to the truth and accuracy of the facts that are hereinafter expressed and agree to the receipt of this document by the Investigation Committee.

1. At times relevant to this matter, the Member was employed as a teacher at [REDACTED] (the 'School') with the Toronto Catholic District School Board (the "Board").

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2. The College received information that the School in which the Member was employed is an adult education school for adult learners, new immigrants, at risk youth and the physically and mentally challenged.
3. On February 18th 2007, the Member called a female colleague and discussed with her his past sexual relationships.
4. On February 25th 2007, the Member also called a [REDACTED] year old female student on three occasions at approximately 8:00 pm; 8:40 pm and midnight.
5. According to certified court documents, the Member was charged with one count of sexual exploitation regarding his conduct from and including March 7th 2007 until March 20th 2007, toward [REDACTED], a young female.
6. Subsequent information provided by the criminal court, the Member was charged with an additional count of sexual exploitation from and including March 7th 2007 to March 20th 2007 toward [REDACTED], a young female.
7. On June 3rd 2008, the charges against the Member were withdrawn.
8. The Member resigned from the Board and from the College.
9. The Member voluntarily accepts the dispositions of this MoA and understands that by doing so, he is waiving the right to require the College to prove the allegations against him and the right to a contested hearing.

Joint Submission on Resolution

The parties agree to resolve the complaint as follows:

10. 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.

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11. The parties agree and understand that if any phrase or paragraph of this MoA is deemed null and void, the nullified section shall be replaced by a valid text attaining the same objective . The ratified MoA shall, at all times, remain in force and effect.
12. The Member understands that upon ratification of this MoA, the panel of the Investigation Committee shall admonish him in writing.
13. The Member agrees and admits that if he held a certificate of qualification and registration valid at the present time, it would be revoked. Therefore, the Member agrees and understands that, upon ratification of this MoA, the Registrar shall cancel his certificate of qualification and registration, pursuant to subsection 14(3) of the *Ontario College of Teachers Act*.
14. The Member agrees and undertakes to never seek employment in a publicly funded education institution.
15. The Member agrees and undertakes unequivocally and without reserve, not to ever request a certificate of qualification or registration or ask for reinstatement as a member of the College.
16. 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’s certificate of qualification and registration has been cancelled and the Member undertakes not to ever seek employment in a publicly funded school.”
17. The Member agrees and understands that the College shall publish a summary of the complaint and its resolution as contained in this MoA including the Member’s name. Such publication may include the College’s official publication, *Professionally Speaking/Pour parler profession*, on the College web site, and in such other manner as the Registrar deems appropriate.

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18. The Member agrees and understands that, upon ratification of this MoA, the College shall provide notice of the cancellation of the Member's certificate of qualification and registration to those organizations routinely notified by the College of action including but not limited to school boards, teacher federations or affiliates, and teacher licensing and governing bodies in Canada and elsewhere.
19. The Member understands and agrees that, upon ratification of this MoA, the College shall maintain a copy of the Decision of the Investigation Committee, including this MoA, in the College's Margaret Wilson Library. The Decision will be made available for review by the public.
20. The Member agrees and understands that should he breach this MoA by not adhering to his obligations as stated in this MoA, the College may:
 - a) provide a copy of this MoA and the Decision of the Investigation Committee to any employer, licensing body, or education authority who enquire about the Member's record with the College.
 - b) prosecute the Member, to the full extent of the law, for breach of his undertakings under this MoA and for all the facts admitted in the MoA.
21. 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.
22. The Member agrees and understands that, in the event he breaches a term of this MoA, the College may provide the Committee or Committees which will have jurisdiction over the issue of the breach of undertakings under this MoA with all the necessary information to fulfil its statutory mandate.
23. The Member agrees and declares 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.
24. The Member declares that he has been given ample opportunity to consult with legal counsel and seek professional advice prior to signing this agreement and that he fully understands his obligations and the consequences derived from this MoA.

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TO WIT, the parties have signed:

Dated at Toronto this 3rd day of April 2010
Town/City Day of mo. Month Year

J. Devine
Witness

G. Devine
Gerard Devine

Jeremy Devine
Name of Witness – Please Print

Dated at Toronto this 12 day of April 2010
Day of mo. Month Year

Francine Goodyer
Witness

Michael Salvatori Deputy Registrar
Michael Salvatori, OCT
Registrar and Chief Executive Officer

FRANCINE GOODYER
Name of Witness – Please Print