

## MEMORANDUM OF AGREEMENT

**BETWEEN:**

**Ontario College of Teachers**

- and -

**Wayne Douglas Hopkins**

**WHEREAS** Wayne Douglas Hopkins is a member of the Ontario College of Teachers (Registry number 131429);

**AND WHEREAS**, W. Douglas Wilson, Registrar and Chief Executive Officer (the "complainant") initiated a complaint on September 10, 2004, with respect to the conduct or actions of Wayne Douglas Hopkins;

**THE PARTIES** to this agreement are the Ontario College of Teachers (the "College") and Wayne Douglas Hopkins (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 admits 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 member agrees that he voluntarily admitted the allegations against him;
6. the member understands the nature of the allegations that have been made against him and understands that by admitting the allegations, he is waiving the right to require the College to prove the case against him and the right to a hearing;

7. the parties acknowledge that the Near North District School Board accepted the member's resignation effective as of June 30, 2001;
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 not to seek or engage in employment where a certificate of qualification and registration is required during the 2005/2006 academic school year;
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 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 during the 2005/2006 academic school year. The member's undertaking was a result of an agreement resolving a complaint of professional misconduct;
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 2005/2006 academic school year, the member's status on the public register will be returned to "Good Standing";
14. the member agrees and understands that the College will 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 web site, and in such other manner as the Registrar and Chief Executive Officer deems appropriate;
15. 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;
16. the member agrees and understands that 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 action;

17. 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 Near North District School Board, with the committee's Decision and Reasons, including this MOA;
18. 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;
19. 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;
20. the member agrees that he has freely elected not to obtain representation from independent legal counsel or an affiliate of the Ontario Teachers' Federation despite being encouraged to do so by College staff;
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 Resolution 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 Resolution 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 NORTH BAY this 7<sup>th</sup> day of OCTOBER 2004  
Town/City Day of mo. Month

Sarah Zboonowski  
Witness

Wayne Douglas Hopkins  
Wayne Douglas Hopkins

Sarah Zboonowski  
Name of Witness - Please Print

Dated at Toronto this 13 day of October 2004  
Day of mo. Month

N. Carpenter  
Witness

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

Nadine Carpenter  
Name of Witness - Please Print

## APPENDIX "A"

The Registrar alleges that the member, Wayne Douglas Hopkins, the Principal at E.W. Norman Public School (the "School") with the Near North District School Board (the "Board"):

1. on or about July 21, 1999 and June 3, 2001, committed fraud in respect of funds from the Near North District School Board;
2. on or about July 21, 1999 and June 3, 2001, committed forgery in respect of funds from the charity bingo fund at E.W. Norman School;
3. on or about July 21, 1999 and June 3, 2001, committed breach of trust in respect of funds from the account at E.W. Norman School; and
4. on or about July 21, 1999 and June 3, 2001, committed theft of monies in excess of \$5,000 in respect of funds from the Near North District School Board.