

# MEMORANDUM OF AGREEMENT

B E T W E E N :

Ontario College of Teachers

- and -

Nikola Nick Milanovich

**WHEREAS** Nikola Nick Milanovich is a member of the Ontario College of Teachers (Registry number 265683);

**AND WHEREAS**, W. Douglas Wilson, Registrar and Chief Executive Officer, initiated a complaint on March 13, 2006, with respect to the conduct or actions of Nikola Nick Milanovich;

**THE PARTIES** to this agreement are the Ontario College of Teachers (the “College”) and Nikola Nick Milanovich (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 Administrator will consult the parties as to whether the modifications are acceptable. If the parties accept the modifications, the revised MOA will 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 all material times the member was employed as a teacher by the Hamilton-Wentworth District School Board (the “board”).
2. Between July 2001 and January 2003, the member submitted 228 fraudulent physiotherapy invoices to the health insurance provider for the board and received payment in the amount of \$50,175.
3. On October 27, 2003, the member pleaded guilty to a charge of unlawfully defrauding an insurer of money in excess of \$5,000 and received a suspended sentence with one-year probation. The member was required to repay the Insurer an amount of \$50,175.
4. The member acknowledged that he was responsible for fabricating the documents in order to receive payment.

5. Effective January 28, 2004, the board terminated the employment of the member.
6. The member voluntarily admits the above particulars 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

In consideration of the fact that the member has not been employed in a position where a certificate of qualification and registration is required since January 28, 2004, the parties agree to resolve the matter as follows:

7. 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;
8. 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;
9. the member agrees and undertakes not to seek or engage in employment where a certificate of qualification and registration is required for a period of three months following ratification of this MOA;
10. the member agrees and understands that upon ratification of this MOA, the public register maintained by the Registrar, in accordance with section 23 of the *Ontario College of Teachers Act, 1996*, shall include the following notation:  
  
on (insert date of ratification by Investigation Committee), the Investigation Committee ratified an undertaking by the member not to seek or engage in employment where a certificate of qualification and registration is required before (insert date 3 months after date of ratification);
11. the College agrees and undertakes that should the member comply with the terms of this MOA, the notation on the public register shall be removed immediately following the period of time during which the member has undertaken not to seek or engage in employment where a certificate of qualification and registration is required;
12. 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 shall be made in the College's official publication, *Professionally Speaking/Pour parler profession*, and on the College web site;
13. the member agrees and understands 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 available for review by the public;

- 14. the member agrees and understands that upon ratification of this MOA, the College shall provide notice of the member’s undertaking not to engage in employment where a certificate of qualification and registration is required for a period of three months 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;
- 15. 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;
- 16. the member agrees and understands that should he seek or engage in employment where a certificate of qualification and registration is required during the time he is prohibited from doing so by this MOA, 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;
- 17. 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*;
- 18. 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 College becomes aware of such a breach; and
- 19. 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 \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2006  
*Town/City Day of mo. Month Year*

\_\_\_\_\_  
 Witness Nikola Nick Milanovich

\_\_\_\_\_  
 Name of Witness – **Please Print**

Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_ 2006  
*Day of mo. Month Year*

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

\_\_\_\_\_  
 Name of Witness – **Please Print**