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MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement between:

THE ONTARIO COLLEGE OF TEACHERS (the "College")

- and -

MARTIN SASEK (the "member")

PARTIES

The parties to this agreement are the Ontario College of Teachers and Martin Sasek who is a member of the College. The Registrar's signature on this Memorandum of Agreement (the "MOA") does not bind the Discipline Committee of the College in its function to make a determination on this matter.

PROPOSED TERMS OF AGREEMENT

The parties have reached agreement on the issues in dispute, as follows:

1. the member agrees and undertakes within sixty days (60) of the ratification of the MOA, or within such further time as the parties may agree is necessary, to be assessed by Dr. Brian Butler (the "Assessor") of 1060 Speers Road, Suite 117 Oakville Ontario L6J 4V1. The cost, if any, of such assessment and subsequent treatment shall be borne by the member;
2. the member agrees that the College shall provide the complaint information and any response that may have been submitted to the College by the member to the Assessor for the purpose of the assessment and the establishment of any treatment regime by the Assessor or his designate. See attached authorization;
3. the member agrees that, once the assessment is done, the Assessor shall report to the Registrar of the Ontario College of Teachers as to whether:
 - a) the member's past criminal conduct is related to any underlying cause, condition or disorder;
 - b) the member is fit to teach;
 - c) any specific terms, conditions or limitations should be imposed on his Certificate of Qualification and Registration;
 - d) any treatment regime is recommended; and
 - e) the member requires any follow up visits with the Assessor;
4. in the event that, in the opinion of the Assessor, the Member is found to be incapacitated within the meaning of section 31(2) of the *Ontario College of Teachers Act*,

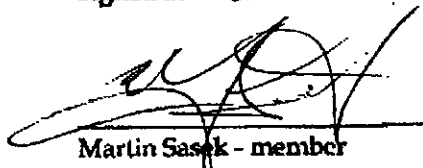
1996, the member agrees not to teach until such time as the Assessor finds the member to be fit and has complied with any terms, conditions or limitations as set out in the Assessor's report referred to in paragraph three of this MOA;

5. further, the member agrees that the Assessor or his or her designate shall report to the Registrar of the College once the member has completed any recommended treatment regime;
6. the member agrees that the Assessor or his or her designate shall report to the Registrar of the College in the event that the member ceases to comply with any treatment regime;
7. the member undertakes and agrees that, in future, he will not provide false information to any school or school board or to the College;
8. the member undertakes and agrees that he will notify the College and any current employer of any future criminal conviction or finding of guilt against him;
9. the member agrees to be reprimanded by the Discipline Committee of the College;
10. the member agrees and understands that the College may publish a summary of the complaint and its disposition, including the name of the member, in *Professionally Speaking* or in any other College publication;
11. the member agrees that the public register will include the following notation: "On (Date of determination by Discipline Committee), Martin Sasek pleaded guilty to professional misconduct and was reprimanded by the Discipline Committee of the College";
12. the parties agree that the terms of this MOA constitute a proposed settlement of this matter and that the terms are subject to a determination by the Discipline Committee of the College. Accordingly, this MOA is not considered final and binding until such time as it has been accepted by the Discipline Committee; and
13. the parties agree that if the Discipline Committee determines that this MOA is an acceptable resolution of the matter, there shall be no appeal of any or all of the terms of this agreement, to any forum of the College;
14. the member understands and agrees that should he breach any term of the MOA, the matter may be referred to the Investigation Committee or to the Discipline Committee or to the Fitness to Practise Committee, in respect of:
 - (a) the matter of the original complaint; and / or
 - (b) the member's breach of his undertakings to the College;
15. the member agrees that he:
 - (a) has received independent legal advice;

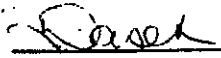
- (b) has reviewed the MOA in its entirety;
- (c) is not entering into this MOA under pressure; and
- (d) understands his obligations according to the terms reached, including their nature and consequence.

I HAVE READ AND UNDERSTOOD THESE TERMS, AND I AGREE TO BE BOUND BY THEM.

Signed at Cheltenham , this 22 day of July 2002

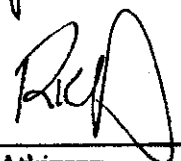


 Martin Sasek - member

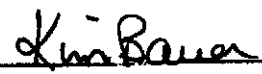


 Witness

Signed at _____ , this 7 day of ^{August} July 2002



 J.W. (Joe) Atkinson
 Registrar and Chief Executive Officer
 Ontario College of Teachers



 Witness

Appendix A



Ontario College of Teachers

**AUTHORIZATION
FOR THE RELEASE OF MEDICAL INFORMATION**

I, **Martin Sasek**, authorize **Doctor Brian Butler** of 1060 Speers Road, Suite 117, Oakville Ontario or his designate to release medical information pertaining to their assessment and treatment of me to the Registrar of the Ontario College of Teachers located at 121 Bloor Street East, 7th Floor, Toronto, Ontario, M4W 3M5.

I also authorize **Dr. Brian Butler** or his designate to release medical information pertaining to my medical treatment to the Registrar of the Ontario College of Teachers in the event that I fail to comply with my treatment regime as recommended by **Dr. Butler** or his designate as a result of his assessment.

I also authorize the release of medical information pertaining to my medical treatment to the Registrar of the Ontario College of Teachers should the treatment regime no longer be necessary.

July 26, 2002
Date

Martin Sasek