

MEMORANDUM OF AGREEMENT

B E T W E E N :

Ontario College of Teachers

- and -

Dennis Irwin Schwartzentruber

WHEREAS Dennis Irwin Schwartzentruber is a member of the Ontario College of Teachers (Registry number 238670);

AND WHEREAS, W. Douglas Wilson, Registrar and Chief Executive Officer (the "complainant") has filed a complaint, dated December 31, 2003, with respect to the conduct or actions of Dennis Irwin Schwartzentruber;

THE PARTIES to this agreement are the Ontario College of Teachers (the "College") and Dennis Irwin Schwartzentruber (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 member acknowledges that during the twelve-month period leading up to September 2003, he accessed numerous child pornography sites, through the school computer;
2. the member understands the nature of the allegations that have been made against him;
3. the member 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 have a hearing; and
4. the member agrees that he voluntarily admitted the allegations against him;
5. 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;
6. 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;
7. 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;

8. pursuant to subsection 14(2) of the *Ontario College of Teachers Act, 1996*, the member agrees to resign his membership in the College to take effect only upon ratification of the MOA by the Investigation Committee;
9. 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, 1996*;
10. the member agrees and understands that upon ratification of this MOA, he will surrender his certificate of qualification and registration to the Registrar;
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 resigned his membership in the Ontario College of Teachers and the Registrar cancelled his certificate of qualification and registration. At the time of the resignation, a professional misconduct investigation was in progress regarding the member's use of child pornography sites on the school computer;
12. the member agrees and undertakes not to apply to the College for a certificate of qualification and registration for a period of three years to commence upon the ratification of this MOA by the Investigation Committee;
13. the member agrees and understands that should he apply for a certificate of qualification and registration, pursuant to section 18 of the *Ontario College of Teachers Act, 1996*, the Registrar shall review this MOA in considering the member's application;
14. subject to paragraph 12 of the MOA, the member agrees and undertakes not to seek or engage in employment where a certificate of qualification and registration is required;
15. 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 website, and/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 the College will provide notice of the cancellation of 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 cancellations;

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 Greater Essex County 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 any breach of the term of this Memorandum of Agreement constitutes professional misconduct and may be subject to a Registrar's complaint to the College;
23. 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 Committees with all the information necessary to fulfil its statutory mandate;
24. 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

