

# MEMORANDUM OF AGREEMENT

**B E T W E E N :**

**Ontario College of Teachers**

**- and -**

**Bradley James Timko**

**WHEREAS** Bradley James Timko is a member of the Ontario College of Teachers;

**AND WHEREAS**, W. Douglas Wilson, Registrar and Chief Executive Officer (the “complainant”) has filed a complaint, dated August 25, 2003 with respect to the conduct or actions of Bradley James Timko (attached as Appendix “A”);

**THE PARTIES** to this agreement are the Ontario College of Teachers (the “College”) and Bradley James Timko (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 he maintained an inappropriate relationship with [XXX] female [XXX] students, who was [XXX] years of age, and that his actions constitute professional misconduct;
2. 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;
3. 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;
4. 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;
5. pursuant to subsection 14(2) of the *Ontario College of Teachers Act, 1996*, the member agrees and undertakes to resign his membership in the College to take effect only upon ratification of the MOA by the Investigation Committee;

6. 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*;
7. the member agrees and understands that upon ratification of this MOA, he will surrender his certificate of qualification and registration to the Registrar;
8. the member agrees and undertakes not to reapply to the College for a certificate of qualification and registration for a period of two years to commence upon the ratification of this MOA by the Investigation Committee.
9. 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;
10. Subject to paragraph 8 of the MOA, the member agrees and undertakes not to seek or engage in any employment where a certificate of qualification and registration is required;
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 alleged inappropriate sexual relationship with a female student and use of adult pornography during school hours on school computers;

12. 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's website, and/or in such other manner as the Registrar and Chief Executive Officer deems appropriate;
13. 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;
14. 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;

15. 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 employer, the Lakehead District School Board, with the committee's Decision and Reasons, including this MOA;
16. 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;
17. 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;
18. 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;
19. 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, school, school board, licensing body, or education authority who inquires about the member's status at the College;
20. 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*;
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 and that he has been prejudiced by such delay;
22. 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 1;
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 prejudice. The second panel of the Investigation Committee will not be provided with nor will it consider this MOA.

Dated at                      this              day of                      2003

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Bradley James Timko

Dated at Toronto this              day of                      2003

\_\_\_\_\_  
Witness

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

**Appendix "A"**  
**Registrar's Complaint against Bradley James Timko**

The Registrar alleges that Bradley James Timko, a [XXX] teacher at [XXX] School, of the Lakehead District Schools Board, acted unprofessionally in the 2002-2003 school year, in that he:

1. maintained an inappropriate relationship with [XXX] students, [XXX], particulars of which include the following:
  - (a) he gave her a present;
  - (b) he made sexual advances towards [XXX] that began with flirtation and discussions of sexual acts, and then progressed to sexual touching and digital penetration;
  - (c) he had sexual intercourse with [XXX] on numerous occasions;
2. provided [XXX] with a copy of the [XXX] examination in advance, and advised her to make a few mistakes in writing the examination to avert suspicion; and
3. repeatedly visited pornographic web sites and downloaded pornography during and after school hours, using school computers.