

## MEMORANDUM OF AGREEMENT

B E T W E E N :

Ontario College of Members

- and -

James Russel Wadden

**WHEREAS** James Russel Wadden is a Member of the Ontario College of Teachers (Certificate number 304321);

**AND WHEREAS** Michael Salvatori, OCT, Registrar and Chief Executive Officer, initiated a complaint on November 9<sup>th</sup> 2009, with respect to the conduct or actions of James Russel Wadden;

**THE PARTIES** to this agreement are the Ontario College of Teachers (the "College") and James Russel Wadden (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 Officer shall consult the parties as to whether the modifications are acceptable. If the parties accept the modifications, the revised MOA shall 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

1. The Member is a member of the Ontario College of Teachers whose certificate of qualification and registration was suspended in 1998, for non payment of fees.
2. The Member was initially granted a Member's Certificate in Nova Scotia in 1961.

INITIALS:



3. During the course of his professional career in Nova Scotia from 1961 to 1995, the Member was employed with the South West Regional School Board as well as the South Shore Regional School Board.
4. According to the Member, he has not taught in Ontario since 1967.
5. The Member recognizes and admits that he was criminally charged and on November 13, 2009 convicted of possession of child pornography.
6. Due to the Member's criminal conviction, the Nova Scotia Department of Education revoked the Member's certificate of qualification on April 15, 2010.
7. At the time relevant to this matter, the Member was retired from the teaching profession in the Province of Nova Scotia.
8. The Member further recognizes and admits that he did not maintain the professional standards when (a) he possessed child pornography in the form of graphic computer images, (b) by being found criminally guilty for such behaviour, and, (c) by having a certificate of qualification revoked in another jurisdiction; and such, permanently jeopardized his suitability to hold a certificate of qualification and registration with the Ontario College of Teachers.
9. The Member voluntarily accepts the dispositions of this MoA 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**

#### **The parties agree to resolve the complaint as follows:**

10. 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.
11. The parties agree and understand that if any phrase or paragraph of this MoA is deemed null and void, the nullified section shall be replaced by a valid text attaining the same objective. The ratified MoA shall, at all times, remain in force and effect.
12. The Member agrees and admits that if he held a certificate of qualification and registration valid at the present time, it would be revoked. Therefore, 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*.

INITIALS:



13. The Member agrees and undertakes to never seek employment in a publicly funded education institution.
14. The Member agrees and undertakes unequivocally and without reserve, not to ever request a certificate of qualification or registration or ask for reinstatement as a member of the College.
15. The Member agrees and understands that from the date of ratification of this MoA, the Public Register shall indicate:

*“Pursuant to the ratification by the Investigation Committee of a Memorandum of Agreement between the Member and the Registrar of the Ontario College of Teachers, the Member’s certificate of qualification and registration has been cancelled and the Member undertakes not to ever seek employment in a publicly funded school.”*

16. The Member agrees and understands that the College shall publish a summary of the complaint and its resolution as contained in this MoA including the Member’s name. Such publication may include the College’s official publication, *Professionally Speaking/Pour parler profession*, on the College web site, and in such other manner as the Registrar deems appropriate.
17. The Member agrees and understands that, upon ratification of this MoA, the College shall provide notice of the cancellation of the Member’s certificate of qualification and registration to those organizations routinely notified by the College of action including but not limited to school boards, Member federations or affiliates, and teaching licensing and governing bodies in Canada and elsewhere.
18. The Member understands and agrees 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 made available for review by the public.
19. The Member agrees and understands that should he breach this MoA by not adhering to his obligations as stated in this MoA, the College may:
  - a) provide a copy of this MoA and the Decision of the Investigation Committee to any employer, licensing body, or education authority who enquire about the Member’s record with the College.
  - b) prosecute the Member, to the full extent of the law, for breach of his undertakings under this MoA and for all the facts admitted in the MoA.

INITIALS:



- 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 with respect to the period between the resolution of the complaint and the date on which the College became aware of such a breach.
- 22. The Member agrees and understands that, in the event he breaches a term of this MoA, the College may provide the Committee or Committees which will have jurisdiction over the issue of the breach of undertakings under this MoA with all the necessary information to fulfil its statutory mandate.
- 23. The Member agrees and declares 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.
- 24. The Member declares that he has been given ample opportunity to consult with legal counsel and seek professional advice prior to signing this agreement and that he fully understands his obligations and the consequences derived from this MoA.

**TO WIT, the parties have signed:**

Dated at Westville this 26 day of May 2010  
Town/City Day of mo. Month Year

Beatrice Wadden  
 Witness

James R. Wadden  
 James Russel Wadden

BEATRICE WADDEN  
 Name of Witness – **Please Print**

Dated at Toronto this 4<sup>th</sup> day of June 2010  
Day of mo. Month Year

Shirley Rodricks  
 Witness

Michael Salvatori  
 Michael Salvatori, OCT  
 Registrar and Chief Executive Officer

SHIRLEY RODRICKS  
 Name of Witness – **Please Print**