

**DISCIPLINE COMMITTEE  
OF THE ONTARIO COLLEGE OF TEACHERS**

**IN THE MATTER OF** *the Ontario College of Teachers Act, 1996* and  
the Regulation (Ontario Regulation 437/97) thereunder;

**AND IN THE MATTER OF** discipline proceedings against  
Christopher Roy Clause, a member of the Ontario College of Teachers.

Heard: September 29, 2003

PANEL:        Pauline Demers (Chair)  
                  Don Cattani  
                  George Merrett

**BETWEEN:**

**ONTARIO COLLEGE OF TEACHERS**

- and -

**CHRISTOPHER ROY CLAUSE  
(CERTIFICATE #257373)**

**REASONS FOR DECISION, DECISION AND ORDER (S)**

Nadine Carpenter, Dispute Resolutions and Intake Administrator, for the Ontario  
College of Teachers

Edward Koke of Martens Lingard, for Christopher Roy Clause

Nancy Spies of Stockwoods, Independent Legal Counsel

Christopher Roy Clause was present.

This matter came before a panel of the Discipline Committee for a hearing on September  
29, 2003 at the Ontario College of Teachers at Toronto.

A Notice of Hearing, dated June 17, 2003 was served on Christopher Roy Clause, requesting attendance before the Discipline Committee of the Ontario College of Teachers on September 29, 2003 to set a date for a hearing, and specifying the charges.

Christopher Roy Clause was in attendance at the hearing. Proof of service of the Notice of Hearing was presented and accepted by the panel. (Exhibit 1).

### The Allegations

The allegations against Christopher Roy Clause in the Notice of Hearing dated June 17, 2003 are as follows:

**IT IS ALLEGED** that Christopher Roy Clause is guilty of professional misconduct or incompetence as defined in sections 30(2), 30(3) and 40(1.1) of the Act, in that:

- (a) he failed to maintain the standards of the profession, contrary to Ontario Regulation 437/97, subsection 1(5);
- (b) he abused a student or students physically, sexually, verbally, psychologically, and/or emotionally, contrary to Ontario Regulation 437/97, subsection 1(7);
- (c) he failed to comply with the *Ontario College of Teachers Act 1996* and/or the *Education Act*, RSO 1990, C. E.2, and specifically section 264 thereof, and/or the Regulations made under those Acts, contrary to Ontario Regulation 437/97, subsections 1(14) and (15);
- (d) he committed an act or omission that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful,

dishonourable or unprofessional, contrary to Ontario Regulation 437/97, subsection 1(18);

- (e) he engaged in conduct unbecoming a Member, contrary to Ontario Regulation 437/97, subsection 1(19);
- (f) he engaged in sexual abuse of a student or students of a nature defined in sections 1 and 40(1.1) of the *Ontario College of Teachers Act, 1996*; and
- (g) he displayed a lack of knowledge, skill and/or judgment or disregard for the welfare of the student of the extent of a nature that demonstrates that he is either unfit to carry out his professional responsibilities or that the member's certificate should be made subject to terms, conditions or limitations.

Counsel for the College withdrew the allegation of incompetence as defined in section 30(3) of the Act.

**PARTICULARS OF THESE ALLEGATIONS ARE AS FOLLOWS:**

1. Christopher Roy Clause (the "member") is a member of the Ontario College of Teachers (Registry Number 257373).
2. At all material times, the member was employed as a teacher at the Hamilton District Christian Private School (the "school") in Hamilton, Ontario.
3. At all material times, [REDACTED] was a female secondary student at the school. At that time, [REDACTED] was 16 to 17 years old.
4. The member was [REDACTED]'s music teacher in grades 9, 10, 11, and 12.
5. During the 2000/2001 academic school year, the member engaged in an inappropriate relationship with [REDACTED] which included, *inter alia*:
  - (a) kissing her on the cheek;

- (b) hugging her;
- (c) holding hands with her; and
- (d) spending time alone with her, including:
  - (i) meeting her off school premises for breakfast, coffee, and lunch; and
  - (ii) meeting her at a park off school premises.

6. During the 2000/2001 academic school year, the member engaged in inappropriate communication with [REDACTED], verbally, in writing, and electronically, which included:
- (a) an e-mail to [REDACTED], dated December 21, 2000, which stated, *inter alia*, that he missed her and that she had constantly been in his thoughts;
  - (b) an e-mail to [REDACTED], dated February 9, 2001, which stated, *inter alia*, that he had “fallen way too far, too fast” and that he loved her “with a depth I have only ever felt once in my life”;
  - (c) an e-mail to [REDACTED], dated February 10, 2001, which stated, *inter alia*, that “our whole relationship wasn’t supposed to happen - it is all my fault and I know that”;
  - (d) a hand-written note to [REDACTED], undated, which stated, *inter alia*: “Hello, my ‘naughty little girl’ ...All this time WASTED on being GOOD!”;
  - (e) a hand-written note to [REDACTED], undated, which stated, *inter alia*: “Do you miss holding me?” and “You need to know that I truly love you”;
  - (f) a typed letter to [REDACTED], dated April 24, 2001, which stated, *inter alia*: “the truth is, I love you. I have known this for a long time...BUT, after the reality of our relationship and our ‘winter’ together, I have not allowed you to simply be the teenager (because of us)...and I have not allowed myself to just be your teacher” and “I risked EVERYTHING for you and you don’t seem to understand all that I wanted to give up for you”;
  - (g) a hand-written note to [REDACTED], undated, which stated, *inter alia*, “I cannot explain why I seemed to be ready to give everything up for you...to this day, it scared me too. I had a wonderful life before ‘we’ happened”;
  - (h) an e-mail to [REDACTED], dated December 9, 2001, which stated, *inter alia*, “but I still love you” and “I miss you holding me. I miss how good it felt to hold you”;
  - (i) speaking to [REDACTED] about leaving his wife for her;

- (j) expressing his deep love for [ ] and his desire for a romantic and intimate relationship with her; and
  - (k) telling [ ] of his desire to kiss her.
7. On or about May 13, 2002, two OAC students notified George Van Kempen, the school principal, that the member had acted inappropriately with [ ] during the 2000/2001 school year.
  8. In May 2002, the member admitted his actions to the school's Board of Directors and described his relationship with [ ] as "an affair of the heart".
  9. In May 2002, the member accepted responsibility for his actions and agreed to resign his teaching position at the school effective on May 17, 2002.

#### Publication Ban

On September 29, 2003, the Discipline panel made an order that there be no publication of any information that may disclose the identity of the student involved in this matter.

#### Member's Plea

Christopher Roy Clause admits the allegations set out in numbered paragraphs 1 through 9 above and paragraphs 1 through 9 in the Notice of Hearing, subject to ratification by the panel of the Memorandum of Agreement.

## Memorandum of Agreement

Counsel for the College advised the panel that subject to ratification by the panel, agreement had been reached on the facts and introduced a Memorandum of Agreement that provides as follows:

The parties agree to resolve the matter as follows:

1. By this document, the member pleads guilty to professional misconduct as alleged in the Notice of Hearing, issued on June 17, 2003, and attached and marked as Appendix "A", and in so doing, accepts as true the particulars of the allegations set out therein. The member agrees and acknowledges that he engaged in the conduct described in the Notice of Hearing and that conduct is professional misconduct as alleged.
2. The parties agree that the terms of this MOA constitute a proposed settlement of this matter and that the terms are subject to ratification of the MOA by the Discipline 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 Discipline Committee.
3. The parties agree that if the Discipline Committee ratifies this MOA, there shall be no appeal, by either party, to any forum, of any or all of the terms of this MOA, or from any decision of the Discipline Committee on any issue.
4. The member agrees and understands that once this MOA is ratified by the Discipline Committee, the Discipline Committee will find him guilty of professional misconduct and, pursuant to subsection 30(4) of the *Ontario College of Teachers Act, 1996*, will direct the Registrar to suspend his certificate of qualification and registration for a period of 12 months commencing September 1, 2003.
5. The member agrees and undertakes that during the suspension of his certificate of qualification and registration, he will not seek employment in Ontario in any capacity where a certificate of qualification and registration is required.
6. The member agrees and undertakes to be instructed by Dr. Mary Louise Arnold of the Ontario Institute for Studies in Education, University of Toronto, regarding maintaining appropriate student-teacher relationships and the influence of teachers on the adolescent learner. Dr. Arnold will determine the length of instruction after an initial meeting with the member.
7. The member agrees and understands that the cost of the course of instruction described in paragraph 6 will be borne solely by him.

8. The member agrees and undertakes to provide to the Registrar with a report by Mr. Thomas Venema, the practitioner who currently provides counselling to the member, regarding the maintenance of appropriate student-teacher boundaries. The report will include information regarding the length, focus, and level of success of the counselling, and whether the member is fit to return to teaching responsibilities, unsupervised, on a full-time basis. The report will also include a statement regarding whether the member's return to teaching would result in the risk of harm or injury to students. The cost of the report will be borne solely by the member.
9. The member agrees and undertakes that the practitioner's report will be provided to the Registrar within the period that his certificate of qualification and registration is suspended or as otherwise agreed to by the parties.
10. The member agrees and undertakes that following the counselling session described in paragraph 8, he will complete any course of treatment recommended by the practitioner with respect to maintaining appropriate boundaries with students.
11. The member agrees and understands that for the purpose of considering this matter, the Discipline Committee will be provided with a copy of this MOA and it will be marked as an Exhibit at the hearing and will, together with the Appendices, if any, constitute the evidence against the member and the evidence upon which the guilty plea will be accepted, the finding of guilt will be made, and the penalty will be imposed;
12. The member agrees and understands that for the purpose of considering this matter, the Discipline Committee will be provided with a summary of the matter including the allegations contained in the Registrar's complaint and the Notice of Hearing.
13. The member agrees and understands that this matter and the signed MOA may be discussed with the Chair of the Discipline Committee for the purpose of obtaining a preliminary view of whether the Discipline Committee will consider the agreement sufficient to protect the public interest and will, therefore, accept this MOA.
14. The member agrees and understands that upon ratification of this MOA, a notation on the public register maintained by the Registrar, in accordance with section 23 of the *Ontario College of Teachers Act, 1996*, will include the following information:
  - (a) on September 29, 2003, Christopher Roy Clause pleaded guilty to professional misconduct, which included an inappropriate intimate relationship with a female student; and
  - (b) on September 29, 2003 the Discipline Committee of the Ontario College of Teachers directed the Registrar to suspend the member's certificate of qualification and registration for a period of 12 months commencing September 1, 2003.
15. The member agrees and understands that upon ratification of this MOA by the Discipline Committee, the College shall publish the member's identity with a

summary of the matter and the nature of the resolution contained in this MOA. Such publication shall be made in the College's official publication, *Professionally Speaking/Pour parler profession* and on the College's web site.

16. The member agrees and understands that upon ratification of this MOA by the Discipline Committee, the College will maintain a copy of the Discipline Committee's Decision and Reasons, including this MOA, in the College's Margaret Wilson Library. The member agrees and understands that the Decision and Reasons will be available for public review.
17. The member agrees and understands that upon ratification of this MOA by the Discipline Committee, the College will provide notice of the suspension 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 disciplinary action.
18. The member agrees and understands that upon ratification of this MOA by the Discipline Committee, the College will provide the member's former employer, Hamilton District Christian Private School with the committee's Decision and Reasons, including this MOA, pursuant to section 43.4 of the *Ontario College of Teachers Act, 1996*.
19. the parties agree to take no further action with respect to the complaint provided that the terms of this MOA are complied with;
20. the parties agree that if any paragraph of this MOA is null and void, the MOA shall be read as though the paragraph was stricken from the MOA and the amended MOA shall remain in force and effect.
21. the member agrees 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.
22. The member agrees and understands that should he breach this MOA by seeking employment contrary to the provisions of paragraph 5, the College may provide a copy of this MOA to any school, board, or licensing body who inquires about the member's record with the College.
23. 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 dispose of the matter in a timely manner and that he has been prejudiced by such delay.
24. 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.

25. The member agrees and understands that:

- (a) if the Discipline Committee requests any modifications to this MOA, the Manager, Intake and Hearings, 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 Manager, Intake and Hearings. The revised MOA is considered final and binding once the Discipline Committee has ratified it; and
- (b) if the Discipline Committee does not accept the MOA, or the parties do not accept all of the modifications, the matter will proceed through the hearing process at the College and will be considered by another panel of the Discipline Committee without prejudice. The second panel of the Discipline Committee will not be provided with nor will it consider this MOA.

### Decision

Having examined the Exhibits filed, and based on the Memorandum of Agreement, and submissions made by counsel, the Committee finds that the facts support a finding of professional misconduct, and in particular finds that Christopher Roy Clause committed acts of professional misconduct as alleged, being more particularly breaches of Ontario Regulation 437/97, subsections 1(5), 1(7), 1(14), 1(15), 1(18) and 1(19); and that he engaged in sexual abuse of a student or students of a nature defined in sections 1 and 40(1.1) of the *Ontario College of Teachers Act, 1996*; and that he displayed a lack of knowledge, skill and/or judgment or disregard for the welfare of the student of a nature or extent that demonstrates that he is either unfit to carry out his professional responsibilities or that the member's certificate should be made subject to terms, conditions or limitations.

## Penalty

The Memorandum of Agreement contains a joint submission as to penalty as set out above.

## Penalty Decision

The Committee accepts the joint submission as to penalty as set out in the Memorandum of Agreement and accordingly directs the Registrar to suspend the certificate of qualification and registration held by the Member for a period of twelve (12) months, commencing September 1, 2003.

The Committee further directs that:

- (i) the Member be instructed by Dr. Mary Louise Arnold of the Ontario Institute for Studies in Education, University of Toronto, regarding maintaining appropriate student-teacher relationships and the influence of teachers on the adolescent learner, such length of instruction to be determined by Dr. Arnold after an initial meeting with the Member.
  
- (ii) the member provides to the Registrar a report by Thomas Venema, the practitioner who currently provides counselling to the member, regarding the maintenance of appropriate student-teacher boundaries. The report should include information regarding the length, focus, and level of success of the counselling, and whether the member is fit to return to teaching responsibilities, unsupervised, on a full-time basis. The report should also include a statement regarding whether the member's return to teaching would result in the risk of harm or injury to students.

- (iii) the practitioner's report of Thomas Venema be provided to the Registrar within the period that the Member's certificate of qualification and registration is suspended or as otherwise agreed to by the parties.
- (iv) following the counselling as outlined in (ii) above, the Member complete any course of treatment that may be recommended by the practitioner with respect to maintaining appropriate boundaries with students.

Pursuant to Section 30 (5) (iii) of the Ontario College of Teachers Act, the Committee also orders that the findings of this hearing, as well as the name of the Member, be published in summary in the official publication of the College, *Professionally Speaking/Pour parler profession*.

The Committee concluded that the proposed penalty is reasonable and serves and protects the public interest in that:

- (a) the order meets the objective of general deterrence, i.e. a message to the profession to deter members of the profession from engaging in similar misconduct;
- (b) the order meets the objective of specific deterrence to the Member; and
- (c) the order will remediate the Member by the completion of appropriate courses of instruction.

Christopher Roy Clause has co-operated with the College, and by agreeing to the facts and a proposed penalty, has accepted responsibility for his actions.

**DATED AT TORONTO, THIS 29TH DAY OF SEPTEMBER, 2003  
BY ORDER OF THE DISCIPLINE COMMITTEE.**

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Pauline Demers, **Chair**

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Don Cattani

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George Merrett