

**ONTARIO COLLEGE OF TEACHERS**

**DISCIPLINE COMMITTEE**

**REASONS FOR DECISION**

*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 Rieso James Pellegrini.

The Discipline Committee held a hearing on May 24-25, June 11-23, October 18-19, 2001,

**BETWEEN:**

**ONTARIO COLLEGE OF TEACHERS**

**- and -**

**RIESO JAMES PELLEGRINI  
CERTIFICATE #280895**

**PRESENT:**

Members of the Panel

Guill Archambault (Chair)

Nancy Hutcheson

Ernie Checkeris

The Honourable Patrick Galligan, retired judge, Independent Counsel to the Committee

L. Thomas Forbes, Q.C., McCarthy Tétrault, Counsel for the Ontario College of Teachers,  
assisted by Carol Jenkins and Andrew Bracht, law student

Alfred Schorr, Counsel for the member

Rieso James Pellegrini

A Notice of Hearing dated April 7, 2001 was served on Rieso James Pellegrini, requesting attendance before the Discipline Committee of the Ontario College of Teachers on April 25, 2001 to set a date for hearing, and specifying the charges. The hearing date was set for May 24, 2001.

It is alleged that Rieso Pellegrini is guilty of professional misconduct in that:

- a) he failed to maintain the standards of the profession, contrary to Ontario Regulation 437/97, subsection 1(5);
- b) he failed to comply with the Act and the Education Act, Revised Statutes of Ontario, 1990, chapter E.2 and particularly sections 264(1)(c) and 286(4) thereof and/or the Regulations made thereunder, contrary to Ontario Regulation 437/97, subsections 1(14) and (15);
- c) he contravened a law, and that contravention is relevant to the member's suitability to hold a certificate of qualification and registration, contrary to Ontario Regulation 437/97, subsection 1(16);
- d) he performed acts or omissions that, having regard to all of 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, as a supervisory officer of a Board of Education, without appropriate approval, held another office during his tenure as a supervisory officer.

The Notice of Hearing states that Rieso Pellegrini is a member of the Ontario College of Teachers and therefore comes under the jurisdiction of the Ontario College of Teachers (Exhibit #2).

On May 24, 2001, the Discipline Committee of the Ontario College of Teachers commenced a hearing into whether Rieso Pellegrini was guilty of professional misconduct.

Rieso Pellegrini was in attendance at the hearing, and was represented by counsel. Proof of service of the Notice of Hearing was presented and accepted by the panel.

**EVIDENCE:**

Counsel for the Ontario College of Teachers referred to the charges set out in Exhibit #2, alleging that Rieso Pellegrini is guilty of professional misconduct in that his acts were contrary to the Professional Misconduct Regulation made under the Ontario College of Teachers Act and filed as Regulation 437/97 on December 4, 1997, in particular, subsections 1(5), (14), (15), (16), (18) and (19). It was also alleged that he displayed a lack of knowledge, skill or judgement and/or a disregard for the welfare of his student or students of a nature of extent that demonstrates that the member is either unfit to carry out his professional responsibilities or that the member's certificate should be subject to terms, conditions or limitations.

Particulars of the alleged misconduct are set out in Exhibit #2 and they are to the effect that:

1. Rieso James Pellegrini and John Pellegrini are members of the Ontario College of Teachers.
2. At all material times, both members were employed by the York Catholic District School Board and/or its predecessor, the York Region Roman Catholic Separate School Board (the "Board"), the member Rieso Pellegrini as Coordinator of the Arts/Physical Health Education and the member John Pellegrini as a teacher.
3. At all material times the member John Pellegrini was also the sole director of an incorporated company known as International Follow Spot Ltd. which he incorporated on May 13, 1987. The member John Pellegrini was also the only officer or employee with cheque signing authority in respect of the said company.
4. On January 14, 1994, the member Rieso Pellegrini was notified by the Board that his position as Coordinator of the Arts/Physical Health Education was to be eliminated as part of Board staffing reductions effective September 1, 1994, when he was to revert to a teaching role at one of the Board's schools.
5. In his role as Coordinator of Arts/Physical Health Education, the member Rieso Pellegrini was responsible for managing and authorizing expenditure for certain Board general ledger accounts including the Instructional Music Program, whereby students paid for extra-curricular musical instrument instruction by teachers whose extra-contract instruction time to those students was reimbursed to the instructors on an hourly basis out of the said instrumental music program account authorized by the member Rieso Pellegrini.

6. Also, as part of his role with the Board, the member Rieso Pellegrini, on occasions organized and produced musical productions.
7. By an agreement in writing, dated March 1, 1994, between the Board and International Follow Spot Ltd. (IFS), the Board agreed that IFS would enter into an agreement with the Limelight Supper Club for a production of "The Sound of Music" whereby IFS was to manage production of the show and all proceeds from that production were to go to the Board. The member Rieso Pellegrini signed the said agreement on behalf of the Board and the member John Pellegrini on behalf of IFS.
8. By an agreement in writing dated March 12, 1994 between Limelight and IFS, Limelight agreed to rent its Supper Club and Theatre facilities to IFS for a weekly rental of \$1500 for eight weeks from April 13 and June 12, 1994, the profit from ticket sales for the said production being divided equally between IFS and Limelight.
9. On or about March 21, 1994, the Board provided to IFS, pursuant to an invoice dated March 11, 1994 for an eight week period at \$4,500 per week and a requisition, dated March 14, 1994 and signed by the member Rieso Pellegrini, payment of \$36,000 for "pre-paid expenses" for the said production, in care of the member Rieso Pellegrini.
10. Fifty-six performances of "The Sound of Music" took place at Limelight between April 13 and June 19, 1994, the initial period being extended by one week on consent of the parties, and ticket sales of \$67,029.20 were remitted by Limelight to IFS, being the Board's fifty percent share of ticket sales. IFS failed to remit that sum to the Board.

11. On or about August 20, 1993, while employed by the Board in the position of Coordinator of the Arts/Physical Health Education, the member Rieso Pellegrini entered into a contract of employment with Great Lakes College, a private school in Toronto, to act as their principal for a one year term at an annual salary of \$50,000. During that period, the member Rieso Pellegrini maintained his employment with the Board and failed to notify the board, under the terms of his permanent teachers contract of employment, of his employment with Great Lakes College, which required him to work at that establishment from 9:00 a.m. until 6:00 p.m. five days a week.
12. At a meeting between the member Rieso Pellegrini and the Board on or about August 29, 1994 to discuss the finances in respect to "The Sound of Music", the member Rieso Pellegrini claimed that \$70,000 in deposits had been made by IFS to the Board in respect to which no trace could be made.
13. At that said meeting, the member Rieso Pellegrini was given three days leave of absence from normal duties to provide a full assessment and report to the Board and an accounting in respect to corporate sponsorships which the member Rieso Pellegrini claimed were still outstanding and the member Rieso Pellegrini informed the Board that there were no financial problems with respect to the said production.
14. At a meeting between the member Rieso Pellegrini and the Board on or about October 18, 1994, the member Rieso Pellegrini produced a report dated October 17, 1994 in which it was again claimed that deposits to the Board had been made and that seven files containing information on personnel, corporate donations, tendering in regards to Instrumental Music, correspondence in regards to Arts

- activities and backup financial information, had also gone missing and the said member claimed that as a result, collection procedures were restricted.
15. On or about October 31, 1994, the Board wrote to the member Rieso Pellegrini requesting a better report and account, which was not forthcoming.
  16. In or about and between the fall of 1993 and June 1994, the member Rieso Pellegrini authorized payment to the member John Pellegrini out of the Board's Instrumental Music Program account, the sum of \$13,824. The member John Pellegrini's name never appeared on the list of Instrumental Music instructors paid under the said program.
  17. Time summaries of the Board identify John Pellegrini as working the highest number of hours of all Instrumental Music Program instructors during the aforesaid period without John Pellegrini appearing on the schedule of the instructors for the Board's Instrumental Music Program.
  18. After receiving five Instrumental Music payments from the Board totaling \$13,824, John Pellegrini made five payments to Rieso Pellegrini totalling \$13,600.
  19. On or about June 10, 1996, the member Rieso Pellegrini was charged with defrauding the Board of a sum of money exceeding \$5000, contrary to section 380(1) of the *Criminal Code of Canada*.
  20. On or about December 8, 1997, the member Rieso Pellegrini pleaded guilty to and was convicted of the said charge.
  21. On or about October 16, 1998, the member Rieso Pellegrini was sentenced to a conditional term of imprisonment of nine months to be served in the community and ordered to make restitution to the Board in the amount of \$23,154.

22. In a letter, dated July 28, 1999 written by the member, John Pellegrini's lawyers, the member John Pellegrini acknowledges having been paid sums out of the Instrumental Music Program account authorized by the member Rieso Pellegrini and alleged that the said sum or sums were in payment of his time spent on preparation of a new music curriculum at the request of the member Rieso Pellegrini.
23. By a letter dated August 3, 1999, the member Rieso Pellegrini admitted the criminal charge, plea and conviction.
24. The member Rieso Pellegrini was not authorized or requested by the Board to write or to request the member John Pellegrini to write a new music curriculum.
25. In the preparation of the draft document which would become the new music curriculum, the member John Pellegrini copied or substantially copied over one hundred pages from two earlier text books. "Guide to Teaching Percussion", 2d, Holloway & Bartlett and "Guide to Teaching Woodwinds", 2d, Westphal.
26. The aforesaid activities and the publicity resulting from media coverage and communication within the general public has resulted in a reputation, image and lifestyle inconsistent with that expected of a member.

Counsel presented evidence that Rieso Pellegrini is a member of the Ontario College of Teachers (Exhibit #2). At all material times, Rieso Pellegrini was employed by the York Catholic District School Board and/or its predecessor, the York Region Roman Catholic Separate School Board (the "Board"), as Coordinator of the Arts/Physical Health Education.

Investigating Officer Detective Fred Kerr, York Regional Police, gave evidence of his investigation of fraud charges against Rieso Pellegrini. Detective Kerr stated an instrumental account had been set up, paid for by parents, to pay teachers to tutor students in instrumental music. From this account, Rieso Pellegrini had authorized payment of \$13,824 to his brother, John Pellegrini. Expense forms had been submitted to show hours and dates worked and each sheet was signed by Rieso Pellegrini, although John Pellegrini's name was not on the Board's list of instructors for the Instrumental Music Program. Rieso Pellegrini was asked by the Board to provide documentation that John Pellegrini had actually performed work for the Instrumental Music Program. No such documentation was provided and this lack of documentation from Rieso Pellegrini led to a forensic accounting by KPMG. Detective Kerr testified that it was not until the preliminary hearing that documents were produced by Rieso Pellegrini to support his contention that John Pellegrini had actually performed work for the monies he had been paid by the Board.

Jeremy Hill was the supervisory officer in charge of coordinating and implementing curriculum in the Arts/Physical Education Program at the time Rieso Pellegrini was the Coordinator of this program. She received information that Rieso Pellegrini had accepted a position as principal of Great Lakes College and was acting in this capacity at the same time as he was the coordinator of the Arts/Physical Health Education program for the Board. She informed Jack Cronin, Assistant Director of the Board, of this information.

Jack Cronin, Assistant Director, York Catholic District School Board gave evidence concerning the process for developing curriculum. Due to the financial difficulties of the Board at that time, tight control was exercised in the development of any new curriculum. Curriculum development was only done to respond to a definite need, which was determined by supervisory officers or the director. Jack Cronin stated that curriculum would then be developed through committee, discussing curriculum needs, age groups, grades and divisions to be addressed, content, skills, attitudes, knowledge levels and a test period for the new curriculum, with changes to be made where necessary. Then, the new curriculum would be brought to the Board for endorsement by the trustees. Jack Cronin stated that this protocol is used in all areas of curriculum development. At the specific time in question, the Board had stopped all curriculum development due to lack of funds.

Jack Cronin testified that he was unaware of any curriculum or resource document being developed for music until the preliminary inquiry in this matter. He did not know of any monies being paid to John Pellegrini. Joseph Rapai, former Supervisory Officer with the York Catholic District School Board, formerly known as York Region Roman Catholic Separate School Board, testified that he was shocked to see his own name in the preamble to Exhibit #9 as he was never consulted in this initiative. John MacRae, School Superintendent at the time of this matter, and Frank Bobesich, Director of the Board at the time of the matter, testified that they did not authorize any music curriculum to be developed by Rieso Pellegrini and John Pellegrini (Exhibit #22).

Jack Cronin testified that no one had approached him for approval of the Sound of Music II production and the contracts (Exhibit #7, Exhibit #8) were not approved by him, nor signed off by the appropriate Board authorities. Frank Bobesich stated that he did not sign or authorize any contracts to be signed for this production. An expenditure of \$36,000 was not authorized by Jack Cronin, nor were the funds available in the budget. The production shortfall of \$172,812 (Exhibit #6, Tab 10) was not available in the budget or authorized by the Board. Jack Cronin stated that he allowed the show to go ahead because, when he found out about it, the show was already underway and Rieso Pellegrini convinced him of its future financial success for the Board.

Jack Cronin testified that at the end of June, 1994, his secretary informed him of invoices relating to the production which needed to be paid. There were no monies from the production to cover these costs. Jack Cronin discussed this problem with Rieso Pellegrini on June 28, 1994. Rieso Pellegrini could not be reached for a subsequent meeting until August 31, when he met with Joseph Rapai and Jack Cronin. These two gentlemen stated in testimony that Rieso Pellegrini was directed to come up with the profits from the production to reconcile the accounts. Frank Bobesich testified that he also spoke with Rieso Pellegrini about the discrepancies in the accounts and was told by Rieso Pellegrini that everything would work out.

On October 18, Jack Cronin, Joseph Rapai and Rieso Pellegrini met. The member gave a two-page reporting of the Limelight Theatre production (Exhibit #20). Witnesses felt that the report was incomplete and when nothing further came from the member, the police were called in to investigate.

Jack Cronin testified that he learned of the member's employment at Great Lakes College from Jeremy Hill in May, 1994. He stated that Rieso Pellegrini had a permanent contract with the Board and that this would make the member's position with Great Lake's College unacceptable. Rieso Pellegrini told Jack Cronin that he was principal in name only. Jack Cronin concluded from this statement that the member spent some time at Great Lakes College, but was not working there full time. He contacted the member (Exhibit #19) and stated that Rieso Pellegrini should resign his position as principal with Great Lakes College.

Jack Cronin had discussed with Rieso Pellegrini in January 1994 the reductions that the Board was making in regards to removing \$3,500,000 from the budget and cutting staff, including Rieso Pellegrini's position. Rieso Pellegrini was told by Jack Cronin that he would be placed in the redundancy process and would be required to return to the classroom.

Frank Seeley, former Superintendent of Human Resources for the Board, testified that the Instrumental Music Program had been under his own direction prior to being taken over by the member. Frank Seeley had no knowledge of John Pellegrini writing a music curriculum for the Instrumental Music Program. He confirmed that there was no reason for a music curriculum to be written as there was already an overall music curriculum.

John MacRae, former Supervisory Officer with the York Region Roman Catholic District School Board stated that leveled music tests were available from businesses that rented

instruments. Fred Seeley stated that the Instrumental Music Program did not need a curriculum because it was a program generally taught by experienced high school music teachers who taught beginning band instruments. The program was based on interest and would advance at the level of the student.

Frank Seeley received a letter from John Pellegrini asking for credit for related work experience (Exhibit #30) but this letter shows no reference to writing a music curriculum.

Frank Sabo, Associate Director of Corporate Services and Treasurer of the Board, authorized a cheque in the amount of \$36,000 (Exhibit #17) to be paid to IFS for the production of the Sound of Music II at the Limelight Theatre. He believed this money was part of a regular, on-going initiative by Rieso Pellegrini to produce student theatre that would bring revenue to the Board, or at a minimum, pay for itself. Frank Sabo expected the \$36,000 to be recovered. He stated, "It was my understanding at the time this was an advance to be recovered." The budget staff, through a budget audit, determined that there had been no clearance for this cheque. Inquiries were made for updates on repayment to the Board for this amount and for other bills which were being submitted to the Board. In meetings with Rieso Pellegrini in August 1994, the member continued to assure the Board that monies had been paid to the accounting department. Frank Sabo testified that the member denied any knowledge or involvement with IFS. John MacRae stated that he knew of John Pellegrini and IFS prior to the Limelight Theatre production and told Rieso Pellegrini that he was not to use the services of IFS

because of the conflict of having his brother work for him. He stated that he was certain the member understood the interdiction.

Sandra Aiello, Arts Assistant with the Board, stated that she was responsible for the upkeep of the Arts program. She prepared the Timetable for Instructors (Exhibit #37), which includes the names of all instructors, and assigned the instructors to their schools. All of the names of the instructors were provided to her by Rieso Pellegrini. She stated that John Pellegrini was never an instructor in the Instrumental Music Program and his name was not on the list of instructors. Time sheets for instructors also include Paola Fraccaro, who was not an instructor. Monies for this program were collected per student, then paid to the instructor. This was confirmed by two other witnesses. Sandra Aiello sent time sheet information to the accounting department, which issued a cheque for the instructor. She also stated that she had no knowledge of a music curriculum being used by any of the instructors and had ordered books for them to use.

Joseph Rapai is currently Director of Education for the Brant Haldimand-orfolk Catholic District School Board and former Superintendent at the former York Region Roman Catholic Separate School Board at the time in question, confirmed that there was no money in the Board's budget for curriculum writing. He stated that he was aware of outstanding bills for the Limelight Theatre production. He confirmed his attendance at a meeting of Rieso Pellegrini and Jack Cronin to discuss the member's employment at Great Lakes College. He stated that Rieso Pellegrini had no permission from the Board to accept a position as a principal outside of the Board and confirmed the decision to

give Rieso Pellegrini the benefit of the doubt that Rieso Pellegrini was principal in name only, if the member gave up this employment.

David Chen, Vice-Principal of Great Lakes College, and Martin Kittel, a teacher at Great Lakes College, confirmed that Rieso Pellegrini was the principal of Great Lakes College and that they did see Rieso Pellegrini working there during the day, while there themselves. Both witnesses confirmed that Rieso Pellegrini attended at Great Lakes College at least two to three days per week and spending half days and full days there and that Rieso Pellegrini was responsible for duties of the principal such as completing timetables for teachers, chairing staff meetings and performing teacher evaluations.

Peter Bentley has been the internal auditor for the Board since 1989. He testified that he had begun an investigation into the accounts under the control of Rieso Pellegrini in August 1994. He found that Rieso Pellegrini had signing authority for cheques and purchase orders and that no counter-signature or prior approval was required for amounts below \$25,000. Amounts over \$25,000 required the signature of supervisory officers.

Peter Bentley stated that Rieso Pellegrini had the obligation to pass on any monies he received to the accounting department for deposit. Peter Bentley testified that Rieso Pellegrini claimed that \$70,000 had been deposited but these funds were never found. The witness also testified that many invoices to be paid were received by the Board for services and salaries with regard to the Limelight Theatre production of the Sound of Music II.

Peter Bentley examined the records of instructors signed by Rieso Pellegrini and determined that John Pellegrini's name was on the summary sheets and that he had been paid over \$13,000. However, John Pellegrini's name was not on the list of instructors prepared by the Art Department.

Larry Lancefield was accepted as an expert witness in the field of forensic accounting. The witness testified that Rieso Pellegrini, while an employee at the Board, acted as an executive producer of the Sound of Music II and he caused the Board to engage a company by the name of International Follow Spot (IFS) to also be involved in the production of the Sound of Music II. That company, IFS, received all of the monies from the ticket sales. The contract in respect to IFS work that stated that ticket sales would be deposited weekly to the Board from April 24, 1994 to June 17, 1994; however, they were not.

Larry Lancefield determined that there was only one signing officer for IFS and that was John Pellegrini, that there were 56 performances of the Sound of Music II production from April 13, 1994 to June 19, 1994 and the ticket sales were \$67,029 and that these monies were not returned to the Board. The witness also explained that Rieso Pellegrini had prepared a budget which showed that the Sound of Music II production would produce a profit of \$26,000 when it actually lost \$153,000.

The witness also testified that Rieso Pellegrini's financial position was precarious and difficult and that after August 1, 1994, and excluding the payments on his credit cards, the monthly shortfall was between \$4,000 and \$5,500. Larry Lancefield also gave

testimony that Rieso Pellegrini authorized five payments totalling \$13,824 (Exhibit #6, Tab 4) to John Pellegrini for Instrumental Music Program services. Time summaries identified John Pellegrini as working as an instructor while no one recalled John Pellegrini working in the program and his name did not appear on the Board's schedule of instructors. Soon after receiving these payments, John Pellegrini wrote five cheques to Rieso Pellegrini totalling \$13,660 (Exhibit #6, Tab 4).

John Pellegrini was a secondary school science teacher with the York Region Roman Catholic Separate School Board. He is also the brother of Rieso Pellegrini. He stated that his qualifications in music include being a member of a boy's choir, but do not include any formal training. He gave evidence that, around the fall of 1993, Rieso Pellegrini asked him to work on a resource document that would assist teachers with instrumental music learning during the daytime class hours, that it should be completed by June of 1994 and that he would be paid \$36 per hour. He also gave testimony that, as he was getting his cheques from the Board for the writing of this program, he was writing cheques of an almost identical sum to his brother Rieso Pellegrini. John Pellegrini also gave evidence that he did not share his work with anyone prior to delivering it to Rieso Pellegrini.

Several witnesses testified that the music resource document was not reviewed by anyone in authority at the Board. John Pellegrini was not aware that, in 1994, the Board employed music consultants and he did not meet with Linda Middlebrook to discuss the resource document he was working on. He also gave evidence that there was no contract between himself and the Board to produce that music curriculum and that he

did not get any help for two books that he selectively copied. John Pellegrini could not produce any documents or any documentation to show the work he did to produce the curriculum and he did not fill out any requisitions to file his hours worked, or fill out any time sheets. He also admitted that he did not have any diaries or journals or any accounting records which would have indicated the hours worked.

Linda Middlebrook, a retired teacher with 30 years experience at all grade levels in music from JK to Grade 8, in her testimony, confirmed that the purported music curriculum (Exhibit #9) was a direct copy from two text books (Exhibit #39, Exhibit #40) already in the Board's Music Office. The witness indicated that the program developed by John Pellegrini was not very useful for the grades indicated, being beyond the grade level and not user friendly. Linda Middlebrook was also unaware that the curriculum was being created and advised that, firstly, the cost was more than the Board would expect, and secondly, as the only consultant for the Board, she would have expected to be consulted by John Pellegrini.

Russell Weil was accepted as an expert witness in the field of music instruction. He is a recently retired Coordinator of Music responsible for all music programs JK to OAC for the Hamilton Board of Education.

After a careful review of the curriculum (Exhibit #9), Russell Weil indicated that pages 103 to 246 were direct copies, word for word, and that no reference to the original source (Exhibit #39, Exhibit #40) was given. He indicated that the purported curriculum document was useless to the study of music by students in grades K to 6. He observed

that the first 100 pages have no relation to the last 200, and that a generalist teacher would have great difficulty using the program to teach children.

Russell Weil also testified that \$13,000 was an excessive amount to pay to develop a curriculum, that most boards would authorize a team of music consultants for approximately \$4,000 to \$5,000 and that the resulting document would contain references and connections to the Ministry of Education guidelines. He also provided his printed opinion (Exhibit #44) and repeated that the document (Exhibit #9) was not suitable and not credible.

#### **FINDINGS OF FACT:**

The Committee finds the following facts:

- (1) Rieso Pellegrini was an employee of the Board in the position of Coordinator of the Arts/Physical Health Education.
- (2) The Board did not authorize any music curriculum or resource document to be developed by Rieso Pellegrini and John Pellegrini.
- (3) There was no reason for a music curriculum or resource document to be written.
- (4) The amount of \$13,824 is an excessive amount to pay for a curriculum or a resource document.
- (5) John Pellegrini was not qualified to be an instructor for the Instrumental Music Program and was not on the Board list of instructors for this program.
- (6) Rieso Pellegrini submitted John Pellegrini's name on the time sheets for payment. Rieso Pellegrini then received these monies from John Pellegrini.

- (7) John Pellegrini copied the majority of the resource document that he produced for the Board from at least two well known music books.
- (8) Rieso Pellegrini signed a contract on behalf of the Board with IFS dated March 1, 1994 that stated that IFS would enter into an agreement with the Limelight Supper Club for the production of the Sound of Music II, without the authorization of the Board.
- (9) IFS was to manage the production and all proceeds were to go to the Board.
- (10) Rieso Pellegrini failed to remit \$67,029 from the ticket sales of the Sound of Music II to the Board.
- (11) Rieso Pellegrini was employed as a principal with Great Lakes College at the same time as he was contracted as an employee of the Board.
- (12) Rieso Pellegrini attended at Great Lakes College at least two to three days per week and spending half days and full days there, during the school day when he was also contracted to do his job at the Board.
- (13) Rieso Pellegrini was found guilty of defrauding the board of one count of fraud exceeding \$5,000 contrary to section 380(1) of the *Criminal Code of Canada*.

**DECISION:**

Accordingly, the Committee finds Rieso Pellegrini guilty of professional misconduct under subsections 1(5), (14), (15), (16), (18) and (19); of the Professional Misconduct

Regulation, as alleged. Penalty submissions will be heard by the Committee on November 19, 2001.

**DATED AT TORONTO, THIS 9<sup>th</sup> DAY OF NOVEMBER, 2001  
BY ORDER OF THE DISCIPLINE COMMITTEE**

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Guill Archambault, **Chair**

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Nancy Hutcheson

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Ernie Checkeris