



**IN THE MATTER OF THE *TEACHERS ACT*, SBC 2011 c. 19**

**AND**

**IN THE MATTER CONCERNING**

**DAPHNE ANNE NEAL**

██████████

**CONSENT RESOLUTION AGREEMENT**

BETWEEN:

THE COMMISSIONER, APPOINTED UNDER THE *TEACHERS ACT*  
(the “Commissioner”)

AND:

DAPHNE ANNE NEAL  
(“Neal”)

**BACKGROUND and FACTS**

1. Neal holds a valid Professional Certificate of Qualification, No. ██████████ It was issued by the B.C. College of Teachers under the *Teaching Profession Act* on August 5, 1999, is valid from September 1, 1999 and was continued under the *Teachers Act* as of January 9, 2012.
2. At all material times, Neal was employed as a teacher by School District No. 6 (Rocky Mountain) (the “District”).
3. On January 24, 2013, the District made a report to the Commissioner regarding Neal, under section 16(2) of the *School Act*.
4. During November and December 2012, while teaching at a school in the District, Neal failed to maintain appropriate professional boundaries and inappropriately communicated through a series of text messages with a grade 11 student (the “Student”) in her class. In particular, on several occasions Neal sent the Student messages late in the evening which were inappropriately personal in nature. On December 14, 2012, Neal sent the Student

██████████

approximately 50 text messages, in which she said she was attracted to the Student and told the Student to keep their communication secret. In these text messages, Neal acknowledged her conduct was “not right” and that she could be fired for sending the text messages. Neal states that she was intoxicated when she sent many of the messages but acknowledges that this does not excuse her conduct.

5. After Neal sent the Student these text messages on December 14, 2012:
  - a. Neal sent him a text message the next day in which she wrote that she saw him “as an adult not a student” and also wrote “I really need to remember you are just a kid my apologies”.
  - b. The Student was absent from class with Neal on several occasions in December and January because he felt uncomfortable. Neal did not mark him absent as required nor notify the school principal or his parents of his absences.
  - c. When Neal became aware in January 2013 that other people knew about her text communications to the Student, she spoke to the Student privately during class time and asked him who he had told about them and told him that it was a serious situation that could “go bad” for her.
  - d. When the District investigated this matter, Neal was not honest. She denied that she had sent any inappropriate text messages to the Student. She misrepresented to the District that the Student had flirted with her and she had texted him in December only to ask him to stop.
6. On August 29, 2013, the District disciplined Neal by terminating her employment.
7. The Commissioner was provided with a medical report, which stated that Neal had a medical condition of mild severity that may have contributed to her conduct.
8. On June 2, 2015, the Commissioner issued a citation to Neal under section 56 of the *Teachers Act*.
9. On November 23, 2015, the Commissioner considered this matter and determined to propose a consent resolution agreement to Neal, in accordance with section 53(1)(a) of the *Teachers Act*.

## **DISPOSITION**

10. This Agreement is made under section 53 of the *Teachers Act*.
11. Neal understands and acknowledges that this Agreement is not effective until executed by the Commissioner, and that the date of execution by the Commissioner will be the effective date of this Agreement (the “Effective Date”).
12. Neal admits that the facts set out in paragraphs 1 to 8 of this Agreement are true.
13. Neal admits that the conduct described in paragraphs 4 and 5 of this Agreement constitutes professional misconduct and is contrary to Standards #1 and 2 of the *Standards for the Education, Competence and Professional Conduct of Educators in British Columbia*, Fourth Edition, January 2012.
14. Neal agrees to a cancellation of her certificate of qualification under sections 53 and 64(e) of the *Teachers Act*. The cancellation will take effect on the first business day following the Effective Date.
15. Neal agrees not to make any statement orally or in writing which contradicts, disputes or calls into question the terms of this Agreement or the admissions made in it.


## **CONSEQUENCES OF THE AGREEMENT**

16. The Director of Certification (the “Director”) will record the terms of this Agreement on the Branch’s online registry under section 79(d) of the *Teachers Act*.
17. Neal acknowledges that this Agreement will be published in accordance with section 54 of the *Teachers Act*, which includes posting the Agreement, in full, on the following website: [www.bcteacherregulation.ca](http://www.bcteacherregulation.ca).
18. Notification of this Agreement will be made in accordance with section 55 of the *Teachers Act*.
19. If Neal applies for a certificate of qualification, an independent school teaching certificate, or letter of permission, it is agreed, without limiting any other power of the Director to determine Neal’s fitness and suitability to be granted a certificate of qualification, independent school teaching certificate or letter of permission, that the Director may consider:
  - a. the facts set out and admitted in this Agreement;
  - b. any document or other evidence gathered or prepared by the Branch in any investigation of this matter; and

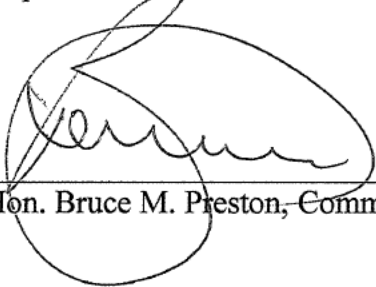
c. any evidence of breach by Neal of one or more terms of this Agreement.

20. Neal acknowledges that she has voluntarily entered into this Agreement with the benefit of independent legal advice, and that she fully understands the terms and conditions set out in this Agreement.

Signed in Fairmont Hot Springs B.C.  
this 13 day of January, 2016.

  
Daphne Anne Neal

Signed in Vancouver, B.C.  
this 28 day of January, 2016.

  
Hon. Bruce M. Preston, Commissioner