



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

**AND**

**IN THE MATTER CONCERNING**

**MILLICENT CASWELL**

████████████████████

**CONSENT RESOLUTION AGREEMENT**

BETWEEN:

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

AND:

MILLICENT CASWELL  
(“Caswell”)

**BACKGROUND and FACTS**

1. Caswell holds a valid Subject-Restricted Independent School Teaching Certificate, No. ██████████. It was issued by the Director of Certification (the “Director”) under the *Teachers Act* on June 25, 2012, and is valid from December 15, 2011 to June 30, 2020.
2. At all material times, Caswell was employed as a teacher by an independent school in British Columbia (the “School”).
3. On March 29, 2018, the School principal made a report to the Commissioner regarding Caswell, under section 7 of the *Independent School Act*. This has been designated Matter 01.
4. On April 5, 2018, the Commissioner received a complaint about Caswell. This has been designated Matter 02.
5. Matter 01 and Matter 02 both relate to the same incident.

6. The following events occurred when Caswell was a TOC for a Grade 5 music class:
  - a. Student A was talking to their classmates and not following Caswell's instructions.
  - b. Caswell approached Student A from behind and deliberately and intentionally made her hand come into contact with Student A's mouth and nose and told Student A to "shut up."
  - c. Student A reported feeling confused and a little scared after this incident. Other students in the class reported feeling shocked.
7. On March 9, 2018, Caswell issued a written apology to Student A and their mother.
8. On June 12, 2018, the School issued Caswell a letter of discipline which included the following terms:
  - a. Caswell was suspended one day without pay. Caswell served her suspension on March 9, 2018.
  - b. Caswell was given the option of taking the course "Creating a Positive Learning Environment" through the Justice Institute of B.C., or complete a minimum of three sessions with a certified counsellor. Caswell chose to complete counselling sessions, which she has done.
  - c. For the balance of the 2017/2018 school year, Caswell will not be teaching in the Intermediate School (Grades 3-5) and is to avoid all contact with Student A.
9. On May 4, 2018, the Commissioner considered this matter and determined to propose a consent resolution agreement to Caswell in respect of Matter 01 and Matter 02, 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. Caswell 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. Caswell admits that the facts set out in paragraphs 1 to 8 of this Agreement are true.
13. Caswell admits that the conduct described in paragraph 6 of this Agreement constitutes professional misconduct and is contrary to Standard #1 of the *Independent School Teacher Conduct & Competence Standards*.


14. Caswell agrees to a two-day suspension of her subject-restricted independent school teaching certificate under sections 53 and 64(b) of the *Teachers Act*. The suspension will take effect on September 12, 2018 and September 13, 2018.
15. Caswell agrees under section 64(f) and (h) of the *Teachers Act* that by **April 30, 2019** (the “Condition Date”):
  - a. She will successfully complete the course *Creating a Positive Learning Environment* through the Justice Institute of British Columbia (the “Course”) and provide satisfactory proof of completion to the Commissioner by the Condition Date.
  - b. If Caswell does not successfully complete the Course by the Condition Date, she will immediately advise the Commissioner in writing of the reason(s) she has not successfully completed it and set out the date by which she proposes to do so, at which time the Commissioner may extend the Condition Date to a later date (the “Extended Date”).
  - c. If Caswell fails to provide satisfactory proof of completion of the Course by the later of the Condition Date or the Extended Date, the Commissioner may require the Director of Certification (“the Director”) to suspend Caswell’s certificate of qualification under section 64(f) of the *Teachers Act*, until such time as she successfully completes the Course.
16. In determining that a suspension is an appropriate consequence, the Commissioner considered the following factors:
  - a. The seriousness of making physical contact with Student A in order to redirect their attention; and
  - b. Caswell used inappropriate language towards elementary school-aged children.
17. Caswell 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**


18. The Director will record the terms of this Agreement on the Teacher Regulation Branch’s online registry under section 79(d) of the *Teachers Act*.
19. Caswell 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).

20. Notification of this Agreement will be made in accordance with section 55 of the *Teachers Act*.
21. A breach by Caswell of any term in this Agreement may constitute professional misconduct which may be the subject of separate discipline proceedings.
22. Caswell acknowledges and understands that if the Commissioner has reason to believe that she has breached any term of this Agreement:
  - a. the Commissioner may initiate an investigation under section 47(1)(b) of the *Teachers Act* into her conduct; and
  - b. the conduct and matters described in the "Background and Facts" to this Agreement are admissible in that inquiry as proof that Caswell has admitted to the conduct and matters set out in this Agreement.
23. Caswell acknowledges that she has voluntarily entered into this Agreement after being advised of her right to obtain independent legal advice, and that she fully understands the terms and conditions set out in this Agreement.

Signed in North Vancouver, B.C.  
this 10 day of August, 2018.

  
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Millicent Caswell

Signed in Vancouver, B.C.  
this 30 day of August, 2018.

  
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Howard L. Kushner, Commissioner