



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

AND

IN THE MATTER CONCERNING
RICHARD ANDY GEORGE RODERICK PAYNE

██████████

CONSENT RESOLUTION AGREEMENT

BETWEEN:

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

AND:

RICHARD ANDY GEORGE RODERICK PAYNE
(“Payne”)

BACKGROUND and FACTS

1. Payne holds a valid Professional Certificate of Qualification, No. ██████████. It was issued by the B.C. College of Teachers under the *Teaching Profession Act* on April 24, 2008, is valid from May 1, 2008 and continued under the *Teachers Act* as of January 9, 2012.
2. At all material times, Payne was employed as a high school teacher by School District No. 59 (Peace River South) (the “District”) at a District school (the “School”).
3. On June 13, 2017, the District made a report to the Commissioner regarding Payne, under section 16 of the *School Act*.
4. The following events occurred:
 - a. On May 3, 2017, Payne left an unsecured box of 20 carving knives in a classroom. Students had unlimited access to the knives for approximately two hours, until another teacher and the School principal found and removed them from the room.

When Payne could not find the knives, he did not immediately advise School administration.

- b. On January 30, 2017, Payne (who is the School's Athletic director) had been advised by the School principal to directly supervise activities of all students in his care. On March 15, 2017, the School principal wrote Payne reminding him again about his obligation to directly supervise the activities of all students in his care.
 - c. On May 9, 2017, Payne allowed his P.E. class to go on a run in a public park without any supervision. The run can last anywhere from 7 minutes to half an hour, depending on the student. Instead of accompanying his students on the run, or arranging for them to join two other P.E. classes which went on the same run but with supervision, Payne sat on a bench at the school waiting for his students to return. Payne told District investigators that he had not joined students on their runs in years.
5. On June 1, 2017, the District issued Payne a letter of discipline and suspended him for two days without pay as a result of the incident involving the carving knives. Payne served his suspension on June 2 and 5, 2017.
 6. On June 1, 2017, the District issued Payne a letter of discipline and suspended him for two days without pay as a result of the incident involving lack of supervision of his P.E. class. Payne served his suspension on June 6 and 7, 2017. Payne was also directed to develop a plan and commitment for student safety and supervision.
 7. The District had previously disciplined Payne as follows:
 - a. On March 7, 2011, Payne was issued a letter of reprimand after admitting that he pulled a student from his chair and hit the student on the arm.
 - b. On October 19, 2011, Payne was issued a letter of reprimand following allegations that he had broken a meter stick over a student's back.
 - c. On November 30, 2012, Payne was issued a letter of discipline following allegations of inappropriate physical contact with students which breached expected professional boundaries.
 - d. On January 24, 2014, the District issued Payne a letter of discipline following allegations of physical contact with a student. The District suspended Payne for one day without pay.
 8. On June 26, 2014, the Commissioner signed a Consent Resolution Agreement with Payne which was based on the same facts which gave rise to the District's January 24, 2014 letter

of discipline. Under the terms of the agreement, Payne agreed to a reprimand and also agreed to attend counselling sessions focused on maintaining professional boundaries.

9. On July 5, 2017 the Commissioner considered this matter and determined to propose a consent resolution agreement to Payne, in accordance with section 53(1)(a) of the *Teachers Act*.

DISPOSITION

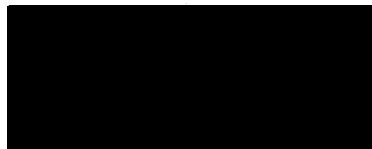
10. This Agreement is made under section 53 of the *Teachers Act*.
11. Payne understands and acknowledges that this Agreement is not effective until executed by the Commissioner, and that the date of execution by the Commissioner will be the effective date of this Agreement (the "Effective Date").
12. Payne admits that the facts set out in paragraphs 1 to 8 of this Agreement are true.
13. Payne admits that the conduct described in paragraph 4 of this Agreement constitutes professional misconduct and is contrary to Standard #1 of the *Standards for the Education, Competence and Professional Conduct of Educators in British Columbia*, Fourth Edition, January 2012.
14. Payne agrees to a reprimand under sections 53 and 64(a) of the *Teachers Act*. The reprimand will take effect on the first business day following the Effective Date.
15. Payne agrees under section 64(f) and (h) of the *Teachers Act* that by **April 1, 2018** (the "Condition Date"):
 - a. He 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 Payne does not successfully complete the Course by the Condition Date, he will immediately advise the Commissioner in writing of the reason(s) he has not successfully completed it and set out the date by which he proposes to do so, at which time the Commissioner may extend the Condition Date to a later date (the "Extended Date").
 - c. If Payne 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 Payne's certificate of qualification under section 64(f) of the *Teachers Act*, until such time as he successfully completes the Course.

16. Payne 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

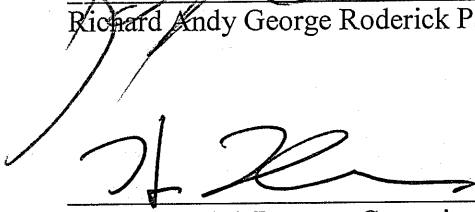
17. The Director will record the terms of this Agreement on the Teacher Regulation Branch's online registry under section 79(d) of the *Teachers Act*.
18. Payne acknowledges that this Agreement will be published in accordance with section 54 of the *Teachers Act*, which includes posting the Agreement, in full, on the following website: www.bcteacherregulation.ca.
19. A breach by Payne of any term in this Agreement may constitute professional misconduct which may be the subject of separate discipline proceedings.
20. Payne acknowledges and understands that if the Commissioner has reason to believe that he has breached any term of this Agreement:
- a. the Commissioner may initiate an investigation under section 47(1)(b) of the *Teachers Act* into his conduct; and
 - b. the conduct and matters described in the "Background and Facts" to this Agreement are admissible in that inquiry as proof that Payne has admitted to the conduct and matters set out in this Agreement.
21. Payne acknowledges that he has voluntarily entered into this Agreement after being advised of his right to obtain independent legal advice, and that he fully understands the terms and conditions set out in this Agreement.

Signed in Dawson Creek, B.C.
this 12 day of March, 2018



Richard Andy George Roderick Payne

Signed in Vancouver, B.C.
this 28 day of March, 2017
2018


Hon. Bruce M. Preston, Commissioner
Howard Kushner