



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

AND

IN THE MATTER CONCERNING

PAUL JOSEPH CHOW



CONSENT RESOLUTION AGREEMENT

BETWEEN:

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

AND:

PAUL JOSEPH CHOW
 (“Chow”)

BACKGROUND and FACTS

1. Chow held an Interim Professional Certificate of Qualification, No. [REDACTED]. It was issued by the B.C. College of Teachers (the “College”) under the *Teaching Profession Act* on September 25, 2002 and was valid from September 1, 2002 until June 30, 2007.
2. Chow holds a Professional Certificate of Qualification, No. [REDACTED]. It was issued by the College under the *Teaching Profession Act* on June 28, 2007, is valid from May 1, 2007, and continued under the *Teachers Act* as of January 9, 2012.
3. At all material times, Chow was employed as a secondary school teacher by School District No. 5 (Southeast Kootenay) (the “District”) at a District school (the “School”).
4. On June 27, 2018, the District made a report to the Commissioner regarding Chow, under section 16 of the *School Act*.



5. The following events occurred in the 2017/2018 school year when Chow was teaching math at the School:
 - a. Chow used inappropriate words and phrases in math assignments, some of which singled out past and current students by name. One student reported feeling worried that they might end up in one of Chow's math assignments in this manner. Examples of inappropriate language in Chow's math assignments include:
 - i. references to "Ferris wheel sexy time", "sexy time" and "bay of sexy";
 - ii. "[Student A] and his two hot girlfriends";
 - iii. "[Student B] has Math Rage. He begins to smash his head on his Math workbook hoping to smash the information into his head...He repeatedly smashes his head at a rate of 10 times per minute. He repeatedly chants: 'I don't get it, I don't get it...'; and
 - iv. reference to Student C having tooth enamel decay.
 - b. Chow shared phone numbers with students and exchanged text messages with them about their math class, math assignments, or student council matters, very late at night. One student felt so uncomfortable about this that they pretended not to own a phone so that they would not receive late night text messages from Chow.
 - c. Chow engaged in social activities with students outside of the classroom, which included inviting some of his current students to join him on his boat. Some students felt that the invitations were a sign that Chow favoured some students over others.
6. School administrators had previously had informal conversations with Chow about maintaining appropriate boundaries with students, and to refrain from late night texting with students.
7. On June 11, 2018, the District issued Chow a letter of discipline and suspended him without pay for 5 weeks. Chow served the suspension from June 25-29, 2018 and September 5-29, 2018. Chow was also directed as follows:
 - a. Chow must not have any private or personal communications (electronic or otherwise) with students;
 - b. when communicating with students in writing, he must do so through his District email account;
 - c. Chow must not communicate with students through text messaging;

- d. the content of Chow's communication with students must be limited to what is required for work purposes; and
 - e. Chow must not communicate with students for the purpose of befriending them, engaging in any recreational activities with them, or spending time with them away from school.
8. On January 14, 2020, the Commissioner considered this matter and determined to propose a consent resolution agreement to Chow, in accordance with section 53(1)(a) of the *Teachers Act*.

CONSEQUENCES

9. This Agreement is made under section 53 of the *Teachers Act*.
10. Chow 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").
11. Chow admits that the facts set out in paragraphs 1 to 7 of this Agreement are true.
12. Chow admits that the conduct described in paragraph 5 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.
13. Chow agrees to a three-day suspension of his certificate of qualification under sections 53 and 64(b) of the *Teachers Act*, from March 16, 2021 to March 18, 2021, inclusive.
14. Chow also agrees under section 64(f) and (h) that by **April 30, 2021** (the "Condition Date"):
 - a. He will successfully complete the course "Reinforcing Respectful Professional Boundaries" through the Justice Institute (the "Course") and provide satisfactory proof of completion to the Commissioner by the Condition Date.
 - b. If Chow 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 deadline to a later date (the "Extended Date").
 - c. If Chow 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 Chow's certificate of qualification under section 64(f) of the *Teachers Act*, until such time as he successfully completes the Course.

15. In determining that a three-day suspension and course requirement are appropriate consequences, the Commissioner considered the following factors:
 - a. Chow received a five-week suspension from the District;
 - b. Chow failed to create a positive learning environment; and
 - c. Chow created an atmosphere both inside and outside of the School which resulted in a perception of undue favoritism.
16. Chow 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.

EFFECT OF THE AGREEMENT


17. The Director of Certification will record the terms of this Agreement on the Ministry of Education's online registry under section 79(d) of the *Teachers Act*.
18. Chow 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.teacherregulation.gov.bc.ca.
19. Notification of this Agreement will be made in accordance with section 55 of the *Teachers Act*.
20. A breach by Chow of any term in this Agreement may constitute professional misconduct which may be the subject of separate discipline proceedings.
21. Chow 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 Chow has admitted to the conduct and matters set out in this Agreement.

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

Signed in Fernie, B.C.
this 23 day of November, 2020.


Paul Joseph Chow

Signed in Vancouver, B.C.
this 04 day of January, ~~2020~~
2021


Howard L. Kushner, Commissioner

