



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

AND

IN THE MATTER CONCERNING
CHELSEA DAWN CROMARTY

██████████

CONSENT RESOLUTION AGREEMENT

BETWEEN:

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

AND:

CHELSEA DAWN CROMARTY
(“Cromarty”)

BACKGROUND and FACTS

1. Cromarty holds a valid Professional Certificate of Qualification, ██████████. It was issued by the B.C. College of Teachers under the *Teaching Profession Act* on March 2, 2011, is valid from March 2, 2011, and was continued under the *Teachers Act* as of January 9, 2012.
2. At all material times, Cromarty was employed as a secondary teacher by School District No. 78 (Fraser-Cascade) (the “District”) at a school in the District (the “School”).
3. On December 12, 2018, the District made a report to the Commissioner regarding Cromarty, under section 16 of the *School Act*.
4. In 2018, the following events occurred:
 - a. In the second semester of the 2017-2018 school year, a Grade 12 student (the “Student”) was enrolled in one of Cromarty’s classes. The Student graduated in June

2018.

- b. In or about early May of 2018, Cromarty began to communicate with the Student using Instagram and Facebook Messenger. These messages were not school-related and became increasingly personal and she disclosed to the Student personal information about herself.
- c. Cromarty was aware that the Student had personal struggles.
- d. On one occasion, the Student wrote Cromarty's name on the chalkboard and she took a picture of it and sent it to the Student.
- e. One day in late May or in June, Cromarty invited the Student into a separate room, during class time, and talked to the Student for over an hour about their personal lives. Cromarty disclosed personal information, including about her marriage.
- f. On June 19, Cromarty invited the Student to "hang" with her later in June on the day that students attended school to pick up their report cards. The Student initially accepted and then declined this invitation.
- g. Later that day, Cromarty picked the Student up at the Student's home and took the Student for a ride in her car. During this drive, she talked to the Student about her desire to be friends after graduation. After, Cromarty exchanged messages with the Student in the evening, although she was aware that the Student had an exam the next morning. On the morning of June 20, Cromarty sent a message to the Student to remind the Student about the exam and wrote "Get your ass in gear. You need to be here before 9."
- h. The Student felt uncomfortable about Cromarty's attention and stopped responding to messages from Cromarty.
- i. In late June or early July, Cromarty spoke with the Student on the telephone to talk about being friends. Cromarty felt sad and upset that the Student did not want to be friends with her. During this call, the Student again told Cromarty that the Student did not want to be friends with her.
- j. In early July, Cromarty sent a three-page letter to the Student about her desire to be friends and about how she was going through a challenging time in her life.
- k. On August 4, 2018, Cromarty messaged the Student, writing that she wanted to talk to the Student and still wanted to be friends, and that she was "incredibly drunk" and "sad about the way things ended". She also sent a photo of herself with her tongue sticking out, and with the following drawn onto her photo: mouse ears, whiskers and

a heart on the end of her nose. Cromarty asked the Student to tell her if the Student was not going to respond, instead of just leaving Cromarty hanging. The Student replied that the Student was not going to respond. Cromarty then asked the Student if the Student had received her letter. Cromarty also asked “is it because of the drunkenness or because you still don’t trust me/don’t believe me” [sic]. Cromarty then told the Student that she was going to “delete/block” the Student, but invited the Student to call her if the Student ever felt “ready to talk” and gave the Student her phone number.

- l. Cromarty continued to look at the Student’s Facebook page.
 - m. In or about November 2018, Cromarty sent a personal message to the Student, in which she wrote “I just wanted to check if things have changed” and that “I get the sense that there is no way for me to rectify my past actions”.
5. On December 6, 2018, the District disciplined Cromarty by reprimanding her and requiring her to complete the boundaries workshop offered by the BC Teachers’ Federation.
 6. On August 16, 2019, the Commissioner considered this matter and determined to propose a consent resolution agreement to Cromarty, in accordance with section 53(1)(a) of the *Teachers Act*.

CONSEQUENCES

7. This Agreement is made under section 53 of the *Teachers Act*.
8. Cromarty 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”).
9. Cromarty admits that the facts set out in paragraphs 1 to 5 of this Agreement are true.

10. Cromarty admits that the conduct described in paragraph 4 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.
11. Cromarty agrees to a two month suspension of her certificate of qualification under sections 53 and 64(b) of the *Teachers Act*, from September 3, 2019 to November 1, 2019, inclusive.
12. In addition, Cromarty agrees under section 64(f) and (h) of the *Teachers Act* that by March 31, 2020 (the “Condition Date”):
 - a. She will successfully complete the course *Reinforcing Respectful Professional Boundaries* through the Justice Institute of British Columbia (the “Course”) and provide satisfactory proof of completion to the Commissioner by the Condition Date.
 - b. If Cromarty 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 Cromarty 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 Cromarty’s certificate of qualification under section 64(f) of the *Teachers Act*, until such time as she successfully completes the Course.
13. In determining that a suspension and the Course are an appropriate consequence, the Commissioner considered the following factors:
 - a. Cromarty’s inappropriate conduct continued over a significant period of time.
 - b. Cromarty sought to continue a relationship with the Student after the Student communicated that the Student was not interested in a relationship with her.
14. Cromarty 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

- 15. 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*.
- 16. Cromarty 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.
- 17. Notification of this Agreement will be made in accordance with section 55 of the *Teachers Act*.
- 18. A breach by Cromarty of any term in this Agreement may constitute professional misconduct which may be the subject of separate discipline proceedings.
- 19. Cromarty 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 Cromarty has admitted to the conduct and matters set out in this Agreement.
- 20. Cromarty 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 CHILLIWACK, B.C.
this 25 day of OCTOBER, 2019.



Chelsea Dawn Cromarty

Signed in Vancouver, B.C.
this 29 day of October, 2019.



Howard L. Kushner, Commissioner