



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

AND

IN THE MATTER CONCERNING

DAVID WILLIAM POPOFF

██████████

CONSENT RESOLUTION AGREEMENT

BETWEEN:

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

AND:

DAVID WILLIAM POPOFF
(“Popoff”)

BACKGROUND and FACTS

1. Popoff holds a valid Professional Certificate of Qualification, No. ██████████. It was issued by the Director of Certification (the “Director”) under the *Teachers Act* on May 5, 2018, and is valid from that day.
2. At all material times, Popoff was employed as a middle school teacher by School District No. 5 (Southeast Kootenay) (the “District”) at a school in the District (the “School”).
3. On February 26, 2025, the District made a report to the Commissioner regarding Popoff, under section 16 of the *School Act*.
4. During the 2024/2025 school year, Popoff was a Grade 6 teacher at the School.
5. On October 21, 2024, Popoff:
 - a. Brought dry ice into the School without prior permission from the School.

- b. Demonstrated to his students the use of dry ice. During the demonstration, Popoff did not utilize any protective equipment.
 - c. Popoff handled the dry ice with his bare hands and put dry ice in his mouth.
6. On October 22, 2024:
 - a. Popoff's Grade 6 students and a class of Kindergarten students were together. Popoff demonstrated to the students the use of dry ice.
 - b. Popoff and the students were not using protective equipment, including gloves, safety glasses or protective clothing.
 - c. Popoff told the Grade 6 students they could handle the dry ice with their bare hands.
 - d. The students were divided into small groups; each group included both Grade 6 and Kindergarten students. Each group had cups or containers containing dry ice. Each group was not closely monitored.
 - e. At least once, Popoff briefly left his classroom. There was at least one Education Assistant in Popoff's classroom during these times.
 - f. One student put dry ice in a water bottle and closed the lid. The water bottle exploded and shot upwards into a ceiling tile. The bottle left a hole in the ceiling tile and left shards around the room. Some students and an Education Assistant became wet from the explosion, and one student had to change their clothes. Some students were scared and at least one student began crying (the "Incident").
7. Dry ice is frozen carbon dioxide, which is an extremely cold solid and can cause cold burns or frostbite when it comes into contact with skin. Dry ice sublimates, giving off carbon dioxide vapour. Safety guidelines state that, when handling dry ice, a person should always wear gloves, safety glasses and protective clothing, as well as ensure that there is adequate ventilation in the area.
8. Popoff did not follow these safety guidelines and did not provide any protective equipment to the students who were given access to dry ice.
9. When interviewed by the District, Popoff downplayed the seriousness of the safety concerns, blamed the student for the Incident, and stated that he would not do anything differently if he were to teach the same lesson again, but acknowledged that he might feel differently if someone had been hurt.
10. The District suspended Popoff for 10 days.

11. On June 20, 2025, the Commissioner considered this matter and determined to propose a consent resolution agreement to Popoff, in accordance with section 53(1)(a) of the *Teachers Act*.

CONSEQUENCES

12. This Agreement is made under section 53 of the *Teachers Act*.
13. Popoff 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").
14. Popoff admits that the facts set out in paragraphs 1 to 10 of this Agreement are true.
15. Popoff admits that the conduct described in paragraphs 5, 6 and 8 of this Agreement constitutes professional misconduct and is contrary to Standards # 1 and #5 of the *Professional Standards for BC Educators*, June 2019.
16. Popoff agrees to a two-day suspension of his certificate of qualification under sections 53 and 64(b) of the *Teachers Act*, from June 17, 2026 to June 18, 2026, inclusive.
17. In determining that a suspension is an appropriate consequence, the Commissioner considered the following factors:
 - a. Popoff created an unsafe environment by failing to follow appropriate safety guidelines for the handling of dry ice, failing to sufficiently instruct students on those safety guidelines, and demonstrating unsafe behaviours.
 - b. Popoff demonstrated inadequate regard for students' developmental maturity, and emotional and physical safety, and did not ensure that students were appropriately supervised during a potentially dangerous activity.
 - c. Popoff has served a 10-day suspension imposed by the District for these matters.
18. Popoff 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.

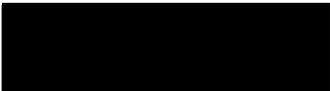
EFFECT OF THE AGREEMENT

19. The Director will record the terms of this Agreement on the online registry of the Ministry of Education and Child Care, under section 79(d) of the *Teachers Act*.
20. Popoff 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: <https://teacherregulation.gov.bc.ca>

21. Notification of this Agreement will be made in accordance with section 55 of the *Teachers Act*.
22. A breach by Popoff of any term in this Agreement may constitute professional misconduct which may be the subject of separate discipline proceedings.
23. Popoff 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 Popoff has admitted to the conduct and matters set out in this Agreement.
24. Popoff 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 Cranbrook, B.C.
this 26 day of Feb, 2026.



David William Popoff

Signed in New Westminster, B.C.
this 2nd day of March, 2026.



Donnaree Nygard, Commissioner