



BRITISH COLUMBIA  
COMMISSIONER FOR  
TEACHER REGULATION

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

AND

IN THE MATTER CONCERNING

KELLY JOSEPH RAMBEAU



CONSENT RESOLUTION AGREEMENT

BETWEEN:

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

AND:

KELLY JOSEPH RAMBEAU  
 (“RAMBEAU”)

**BACKGROUND and FACTS**

1. Rambeau holds a valid Professional Certificate of Qualification, No. [REDACTED] It was issued by the Director of Certification (the “Director”) under the *Teachers Act* on January 3, 2013, and valid from that date.
2. At all material times, Rambeau was employed as a principal by an independent First Nations school in British Columbia (the “School”).
3. On November 8, 2018, the School made a report to the Commissioner regarding Rambeau, under section 7 of the *Independent School Act*.
4. In 2015-2018, the following events occurred while Rambeau was working as Principal at the School:
  - a. As Principal, Rambeau had signing authority for the School. In that role, he was required to report expenses, including those that he personally incurred and submitted

for reimbursement to the School.

- b. In 2018, auditors reported financial irregularities relating to the School's petty cash, expense reimbursement forms and travel claims. The School investigated and determined that between 2015 and 2018:
  - i. Rambeau regularly submitted credit card statements to the School for repayment (the "Statements"), in both his name and that of another individual ("Person A"). Rambeau had represented to the School that he hired Person A to perform administrative duties for the School. The Statements included many expenses that were not incurred on behalf of, or authorized by, the School. The School relied on these submissions and repaid Rambeau for many unauthorized expenses included in the Statements.
  - ii. Rambeau submitted expense, petty cash, and travel requisition forms to the School for reimbursement (the "Expenses"). Some of the expenses had already in fact been reimbursed. Rambeau nevertheless issued to himself reimbursement cheques.
  - iii. A forensic accounting report determined that from July 1, 2015, and October 23, 2018, Rambeau obtained between \$286,287.62 to \$337,133.89 from the School.
- c. On November 14, 2018, the School filed civil lawsuits against Rambeau and Person A, alleging fraud and conversion relating to the matters referred to in paragraph 4(b) (the "Lawsuits"). The Lawsuits alleged that Rambeau used the money he obtained from the School to purchase or fund various properties.
- d. Rambeau filed a statement of defence to the Lawsuits. Rambeau denied liability and disputed the findings of the Report.
- e. The Lawsuits were set for trial in October 2021 and later rescheduled for June 2022.
- f. On June 27, 2022, Rambeau and the School settled the Lawsuits and an order was made in BC Supreme Court, granting judgment to the School (the "Order"). Pursuant to the Order, Rambeau agreed to pay the School \$175,000, acknowledge his conduct, and apologize.
- g. Rambeau acknowledged in Court that he had submitted multiple expenses for repayment which had in fact been previously paid, and apologized for his actions. Rambeau acknowledged as follows: "I was careless with the school finances and benefited from those reimbursements for personal expenses that I was not entitled to."

5. On October 23, 2018, the School terminated Rambeau.
6. On November 30, 2018, the Commissioner ordered an investigation under section 47(1) of the *Teachers Act*.
7. On August 3, 2022, the Commissioner considered this matter and determined to propose a consent resolution agreement to Rambeau, in accordance with section 53(1)(a) of the *Teachers Act*.

## CONSEQUENCES

8. This Agreement is made under section 53 of the *Teachers Act*.
9. Rambeau 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").
10. Rambeau admits that the facts set out in paragraphs 1 to 6 of this Agreement are true.
11. Rambeau admits that the conduct described in paragraph 4 of this Agreement constitutes professional misconduct and conduct unbecoming, and is contrary to Standard #2 of the *Standards for the Education, Competence and Professional Conduct of Educators in British Columbia*, Fourth Edition, January 2012.
12. Rambeau agrees to a cancellation of his certificate of qualification under sections 53 and 64(3) of the *Teachers Act*, which will occur on the first business day following the Effective Date.
13. In determining that cancellation is an appropriate consequence, the Commissioner considered the following factors:
  - a. Rambeau compromised his position of trust and improperly benefitted from his position of authority.
  - b. Rambeau failed to conduct himself in the manner expected of a role model.
  - c. Rambeau's conduct had the potential to undermine the reputation of the profession, including in relation to truth, reconciliation, and healing.
14. Rambeau 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. Rambeau 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>
- 17. Notification of this Agreement will be made in accordance with section 55 of the *Teachers Act*.
- 18. If Rambeau applies for a certificate of qualification, an independent school teaching certificate, or other authorization to teach in the kindergarten to grade twelve education system, it is agreed, without limiting any other power of the Director to determine Rambeau’s fitness and suitability to be granted a certificate of qualification, independent school teaching certificate or letter of permission, that the Director may consider:
  - a. the facts set out and admitted in this Agreement;
  - b. any document or other evidence gathered or prepared by the Branch in any investigation of this matter; and
  - c. any evidence of breach by Rambeau of one or more terms of this Agreement.
- 19. Rambeau 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 Terrace, B.C.  
this 15 day of August, 2023.



Kelly Joseph Rambeau

Signed in Coquitlam, B.C.  
this 29th day of August, 2023.

Ana R. Mohammed, Commissioner