



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

AND

IN THE MATTER CONCERNING
MICHAEL JAMES GRANVILLE RHODES



CONSENT RESOLUTION AGREEMENT

BETWEEN:

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

AND:

MICHAEL JAMES GRANVILLE RHODES
(“Rhodes”)

BACKGROUND and FACTS

1. Rhodes holds a valid Professional Certificate of Qualification, No. [REDACTED]. It was issued by the B.C. College of Teachers under the *Teaching Profession Act* on July 5, 1996, is valid from September 1, 1996, and was continued under the *Teachers Act* as of January 9, 2012.
2. At all material times, Rhodes was employed as a secondary school teacher and vice-principal by School District No.70 (Pacific Rim) (the “District”) at a school in the District (the “School”).
3. On June 22, 2023, the District made a report to the Commissioner regarding Rhodes, under section 16 of the *School Act*. This report is designated File 01.
4. On February 16, 2024, the Commissioner received a complaint under the *Teachers Act*. This complaint is designated File 02.

5. Between 2014 and 2019, Rhodes taught Physical Education at the School, during which time there were instances of inappropriate physical contact with students:
 - a. Rhodes sometimes had the students play “British Bulldog”. British Bulldog is a physical contact game. In this game, a couple participants are “tacklers”, while the rest of the participants are “bulldogs”, who have to try to crawl on hands and knees across wrestling mats to the other side. The purpose of the game is for the tacklers to try to “flip” the bulldogs onto their backs on the floor, while the bulldogs try to evade the tackler and avoid being flipped.
 - b. Rhodes gave students marks for participation in class. He told them that if they did not participate in an activity, including British Bulldog, they would not receive participation marks.
 - c. Rhodes usually started the game as the tackler.
 - d. Rhodes often flipped students, including female students. He flipped students either to their side or back, sometimes being face to face with the student in very close proximity or being overtop of the student.
 - e. Some students were uncomfortable with the game, but participated so they would receive participation marks. On at least one occasion, a female student reacted to Rhodes during the game, by shouting “don’t touch me” and left the class.
6. On one occasion in the 2018-2019 school year while teaching PE 11/12, Rhodes participated in a game with the students, in which Rhodes permitted the students to use physical contact during the game, such as grabbing each other. A female student picked up the ball that was in play, and as she did so, Rhodes came up behind her, wrapped his arms around her stomach area and, holding her back against his torso and her buttocks against his lower abdomen, lifted the student into the air for a couple seconds, then set her down. The student was upset and left class.
7. On November 22, 2023, the District disciplined Rhodes by suspending him without pay for 15 days. In addition, the District transferred Rhodes to a full-time position as a Teacher Teaching on Call for a period of three school years, ending in June 2026, required him to complete the course *Reinforcing Respectful Professional Boundaries* at the Justice Institute of B.C. by August 31, 2024, and prohibited him from teaching Physical Education. The District permitted Rhodes to continue to coach in the District, with conditions in place to avoid physical demonstrations with students unless their consent is given.

8. On June 23, 2023, the Commissioner ordered an investigation in File 01 under section 47(1) of the *Teachers Act*.
9. On June 26, 2023, Rhodes gave an undertaking not to teach in the K-12 education system in British Columbia. Rhodes was released from this undertaking on December 11, 2023.
10. On November 30, 2023, the Commissioner considered this matter and determined to propose a consent resolution agreement to Rhodes, in accordance with section 53(1)(a) of the *Teachers Act*.

CONSEQUENCES

11. This Agreement is made under section 53 of the *Teachers Act*.
12. Rhodes 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").
13. Rhodes admits that the facts set out in paragraphs 1 to 7, and 9 of this Agreement are true.
14. Rhodes admits that the conduct described in paragraphs 5 and 6 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 and the *Professional Standards for BC Educators*, June 2019, as applicable.
15. Rhodes agrees to a four-day suspension of his certificate of qualification under sections 53 and 64(b) of the *Teachers Act*. Rhodes further agrees to give at least 30 days of advance notice to the Commissioner, in writing, of the date on which he intends to teach in the K-12 education system in any capacity and will serve the four-day suspension on the dates directed by the Commissioner.
16. In addition, Rhodes agrees under section 64(f) and (h) of the *Teachers Act* that by September 1, 2025 (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 Rhodes 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 Rhodes 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 Rhodes’s certificate of qualification under section 64(f) of the *Teachers Act*, until such time as he successfully completes the Course.
17. In determining that a suspension and completion of a course are appropriate consequences, the Commissioner considered the following factors:
 - a. Rhodes required students to participate in a game with him in Physical Education which involved close physical contact. He did this despite being aware that some students were uncomfortable with the game because of the physical contact.
 - b. Rhodes’ physical contact with students in the game and his physically picking up a student were an abuse of his position of power and trust.
 18. Rhodes 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. Rhodes 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 Rhodes of any term in this Agreement may constitute professional misconduct which may be the subject of separate discipline proceedings.
23. Rhodes 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 Rhodes has admitted to the conduct and matters set out in this Agreement.

24. Rhodes 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 Ucluelet, B.C. 
this 23 day of January, 2025. Michael James Granville Rhodes

Signed in New Westminster, B.C. Donnaree Nygard
this 24th day of January, 2025. Donnaree Nygard, Acting Commissioner