



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

AND

IN THE MATTER CONCERNING  
CHERYL LOUISE LLOYD

████████████████████  
CONSENT RESOLUTION AGREEMENT

BETWEEN:

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

AND:

CHERYL LOUISE LLOYD  
 (“Lloyd”)

**BACKGROUND and FACTS**

1. Lloyd holds a valid Professional Certificate of Qualification, No. ██████████. It was issued by the B.C. College of Teachers (the “College”) under the *Teaching Profession Act* on November 2, 1989, is valid from September 1, 1989 and was continued under the *Teachers Act* as of January 9, 2012.
2. In the 2014-2015 school year, Lloyd was employed as an Instructional Administrator by an independent school (the “School”).
3. On May 21, 2015, June 22, 2015, and July 27, 2015, the Commissioner received complaints about Lloyd, made under section 38 of the *Teachers Act*.
4. On May 13, 2015, Lloyd was consulted by a primary teacher at the School about two male grade two students in her class. The students had difficulty getting along at school and from time to time used inappropriate physical contact to resolve conflict. Other strategies

had been used without success. Lloyd suggested that the two students spend a day tied together at the ankle as in a three-legged race to help them learn to communicate and work in co-operation with each other. That day, Lloyd communicated her plan and its purpose to the parent and caregiver of the students, who agreed with this approach based on what Lloyd told them.

5. On May 14, 2015:
  - a. Lloyd met with the students at the beginning of the school day and explained that they would be tied together and would have to use their words to work together all day. She told them that they could untie themselves when one needed to use the washroom.
  - b. Lloyd used a strip of tee-shirt material to loosely tie the students together at the ankle and they went to class.
  - c. The students remained tied together for much of the day, including at lunch hour. At lunch, the students were told not to use the playground equipment such as swings and the slide.
  - d. Lloyd checked on the two students a number of times during the day.
  - e. The act of tying students together evoked recollections of the experiences of community members in the Indian Residential School system and the Catholic Day School system. Lloyd's conduct in tying students together was not appropriately sensitive to this history and the impact the strategy would have in the community.
6. On March 20, 2017, Lloyd participated in a healing circle with several members of the [REDACTED] First Nation.
7. On May 23, 2017, the Commissioner considered this matter and determined to propose a consent resolution agreement to Lloyd, in accordance with section 53(1)(a) of the *Teachers Act*.

## **DISPOSITION**

8. This Agreement is made under section 53 of the *Teachers Act*.
9. Lloyd 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. Lloyd admits that the facts set out in paragraphs 1 to 6 of this Agreement are true.

11. Lloyd admits that the conduct described in paragraphs 4 and 5 of this Agreement constitutes professional misconduct and is contrary to Standard #4 of the *Standards for the Education, Competence and Professional Conduct of Educators in British Columbia*, Fourth Edition, January 2012.
12. Lloyd agrees to a reprimand under sections 53 and 64(a) of the *Teachers Act*. The reprimand will take effect on the first business day following the Effective Date.
13. Lloyd agrees under section 64(f) and (h) of the *Teachers Act* that by September 1, 2017 (the "Condition Date"):
  - a. She will successfully complete the course *Creating a Positive Learning Environment* through the Justice Institute of B.C. (the "Course") and provide satisfactory proof of completion to the Commissioner by the Condition Date.
  - b. If Lloyd 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 Lloyd 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 Lloyd's certificate of qualification under section 64(f) of the *Teachers Act*, until such time as she successfully completes the Course.
14. Lloyd 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.

#### **CONSEQUENCES OF THE AGREEMENT**

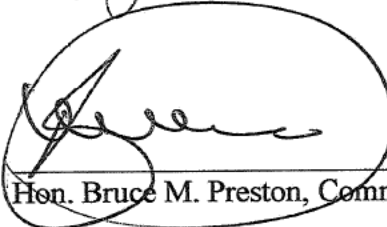
15. The Director of Certification will record the terms of this Agreement on the Branch's online registry under section 79(d) of the *Teachers Act*.
16. Lloyd acknowledges that this Agreement will be published in accordance with section 54 of the *Teachers Act*, which includes posting the Agreement, in full, on the following website: [www.bcteacherregulation.ca](http://www.bcteacherregulation.ca).
17. A breach by Lloyd of any term in this Agreement may constitute professional misconduct which may be the subject of separate discipline proceedings.

18. Lloyd 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 Lloyd has admitted to the conduct and matters set out in this Agreement.
19. Lloyd 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 Campbell River, B.C.  
this 14 day of July, 2017.

  
Cheryl Louise Lloyd

Signed in Vancouver, B.C.  
this 3 day of August, 2017.

  
Hon. Bruce M. Preston, Commissioner