



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

AND

IN THE MATTER CONCERNING  
ROBERT WILLIAM STEVENSON

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

BETWEEN:

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

AND:

ROBERT WILLIAM STEVENSON  
(“Stevenson”)

**BACKGROUND and FACTS**

1. Stevenson held a valid Professional Certificate of Qualification, No. ██████████. It was issued by the B.C. College of Teachers under the *Teaching Profession Act* on February 24, 2006, was valid from January 1, 2006 and continued under the *Teachers Act* as of January 9, 2012.
2. On November 1, 2016, Stevenson’s certificate of qualification was cancelled due to non-payment of fees.
3. At all material times, Stevenson was employed as a high school teacher by School District No. 51 (Boundary) (the “District”) at a District school (the “School”).
4. On June 4, 2015, the District made a report to the Commissioner regarding Stevenson, under section 16(6) of the *School Act*.
5. On October 21, 2015, Stevenson signed an undertaking not to teach.

6. The following events occurred:
- a. Stevenson knew that Student A was a Grade 12 student at the School.
  - b. Student A signed up for an account on adult social networking app in early January 2015, shortly after turning 18 years old. Stevenson also had an account on the same app.
  - c. On January 12, 2015, Stevenson sent two messages to Student A through the app. The first one, sent at 10:02 PM, read “Hey” and the second, sent at 11:16 PM, read “What’s up tonight?”
  - d. On January 14, 2015, Student A responded by writing “um hi Mr. Stevinson” [sic].
  - e. On January 15, 2015, Stevenson wrote back to Student A, who asked whether Stevenson realized that Student A was a student at the School. Stevenson said that he did and that he “just took the risk to say hi.” That night, between 7:17 PM and 11:56 PM, Stevenson took the lead in a very sexually explicit exchange with Student A which included the following:
    - i. Stevenson shared graphic details of his own sexual experiences.
    - ii. Stevenson confirmed that he had initially messaged Student A in order to “hookup.”
    - iii. After Student A said goodnight, Stevenson wrote back, giving Student A his phone number. He wrote: “always down to chill hang hookup discretely.”
    - iv. Stevenson then wrote Student A again, providing Student A with a link to a restricted access porn site as well as his username and password, encouraging Student A to check it out.
    - v. Throughout these exchanges, Student A did not respond to Stevenson’s comments in a similar vein.
  - f. On January 16, 2015 at 4:48 AM, Stevenson used the app to send Student A a shirtless picture of himself. Student A did not respond. At 8:36 AM, Stevenson wrote “Morning.” Student A still did not respond. Shortly after 5:00 PM, Stevenson sent two more messages. At 8:09 PM, Student A responded, writing that Student A was not interested in pursuing any type of relationship with Stevenson. Stevenson replied with an apology, writing: “I’ve disrespected you, harassed you, and put you on [sic] a very uncomfortable position. My actions weren’t ethical nor professional.”

- g. The messages Student A received from Stevenson made Student A very uncomfortable, particularly since they saw each other frequently at the School.
- 7. On June 4, 2015, the District placed Stevenson on administrative leave. Stevenson subsequently tendered his irrevocable resignation to the District, effective September 8, 2015
- 8. On January 12, 2017, the Commissioner considered this matter and determined to propose a consent resolution agreement to Stevenson, in accordance with section 53(1)(a) of the *Teachers Act*.

### **DISPOSITION**

- 9. This Agreement is made under section 53 and section 43 of the *Teachers Act*.
- 10. Stevenson 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”).
- 11. Stevenson admits that the facts set out in paragraphs 1 to 7 of this Agreement are true.
- 12. Stevenson admits that the conduct described in paragraph 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.
- 13. Stevenson agrees that he will not apply for, and understands the Director of Certification (“the Director”) will be required, under section 64(g) of the *Teachers Act* not to issue to him, a certificate of qualification, an independent school teaching certificate or a letter of permission for a period of ten years from the Effective Date of this Agreement.
- 14. Stevenson 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 will record the terms of this Agreement on the Teacher Regulation Branch’s (the “Branch”) online registry under section 79(d) of the *Teachers Act*.
- 16. Stevenson 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. If Stevenson applies for a certificate of qualification, an independent school teaching

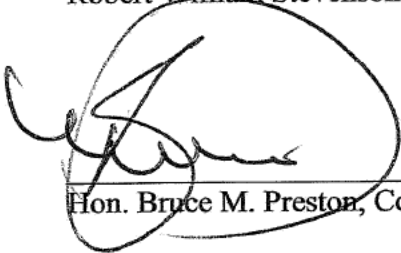
certificate, or letter of permission after expiry of the period set out in paragraph 13 above, it is agreed, without limiting any other power of the Director to determine Stevenson's fitness and suitability to be granted a certificate of qualification, independent school teaching certificate or letter 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 Stevenson of one or more terms of this Agreement.
18. Stevenson 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 Grand Forks, B.C.  
this 9 day of March, 2017.

  
Robert William Stevenson

Signed in Vancouver, B.C.  
this 21 day of March, 2017.

  
Hon. Bruce M. Preston, Commissioner