



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

AND

IN THE MATTER CONCERNING

DAVID MARK STREET

██████████

CONSENT RESOLUTION AGREEMENT

BETWEEN:

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

AND:

DAVID MARK STREET
 (“Street”)

BACKGROUND and FACTS

1. Street holds a valid Professional Certificate of Qualification, No. ██████████. It was issued by the B.C. College of Teachers under the *Teaching Profession Act* on April 14, 1994, is valid from January 1, 1994 and continued under the *Teachers Act* as of January 9, 2012.
2. At all material times, Street was employed as a school principal by School District No. 68 (Nanaimo-Ladysmith) (the “District”) at a District school (the “School”).
3. On May 27, 2015, the District made a report to the Commissioner regarding Street, under section 16(8) of the *School Act*. This is designated Case 01.
4. On May 28, 2015, the Commissioner initiated an investigation into Street’s conduct. This is designated Case 02.
5. On May 28, 2015, the Commissioner combined Case 01 and Case 02.

6. The following events occurred:
- a. Street began working as the School principal in September 2014.
 - b. Between November 15, 2014 and March 26, 2015, Street stole \$2320.00 from various School accounts, including breakfast program donations, sports fees, graduation fees and charity fundraisers. The funds were taken from the bottom drawer of a locked filing cabinet and from a locked safe at the School. When the safe was installed in late 2014, Street announced that he did not want to have access to it, and that only the administrative assistants should be able to do so.
 - c. Street accessed the funds by using a key to the safe which he had stolen from one of the administrative assistants.
 - d. On January 16, 2015, Street reported theft of cash from the School safe to the RCMP. Street told the RCMP investigator that only three employees (Assistant 1, Assistant 2, and Assistant 3) had access to the safe but that it was notoriously left open and unlocked. Street discouraged the RCMP from investigating, saying that it would be upsetting to staff. Instead he told the RCMP that he and his staff would bolster security practices.
 - e. When Assistant 1 voiced her concerns about the missing money, Street told her to “keep it quiet” and not to tell the vice-principal. After Assistant 2 mentioned the missing funds to the vice-principal, Street raised issues about Assistant 2’s work performance, and forced her to move out of the general office area.
 - f. In early February, 2015, when the assistant superintendent for the District met with Street to discuss the missing money, Street told him that only the administrative assistants had access to the safe, which was not true. Prior to that visit, Street had removed \$500 from the safe, and placed it in the desk of Assistant 1, where it was found by the assistant superintendent. Street told the assistant superintendent that only Assistant 1 and Assistant 3 had access to the safe. Street had done this in order to divert attention and suspicion from himself.
 - g. Assistant 1, Assistant 2 and Assistant 3 reported feeling anxious, depressed and stressed as Street allowed blame and suspicion to be cast upon them.
 - h. On May 22, 2015, Street was charged with one count of theft under \$5,000, contrary to section 334(b) of the Criminal Code.
 - i. On December 14, 2015, Street pleaded guilty, and received a 21-month conditional discharge with probation. Two of the conditions imposed by the court required Street to participate in a restorative justice program, and to pay restitution to the

School in the amount of \$2,320.

7. On March 26, 2015, the District placed Street on administrative leave with pay, pending the outcome of the criminal investigation. Street later resigned from the District, effective May 22, 2015.
8. On June 9, 2016 the Commissioner considered this matter and determined to propose a consent resolution agreement to Street in respect of Case 01 and Case 02, in accordance with section 53(1)(a) of the *Teachers Act*.

DISPOSITION

9. This Agreement is made under section 53 of the *Teachers Act*.
10. Street 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. Street admits that the facts set out in paragraphs 1 to 7 of this Agreement are true.
12. Street admits that the conduct described in paragraph 6 of this Agreement constitutes professional misconduct and is contrary to Standards #1 and #2 of the *Standards for the Education, Competence and Professional Conduct of Educators in British Columbia*, Fourth Edition, January 2012.
13. Street 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.
14. Street 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.
15. On the execution of this Agreement by the Commissioner on the Effective Date, no further action will be taken under sections 53 or 56 of the *Teachers Act* with respect to the matters contained in this Agreement, unless Street does not comply with one or more of the terms of this Agreement.

CONSEQUENCES OF THE AGREEMENT

16. The Director of Certification will record the terms of this Agreement on the Teacher Regulation Branch's online registry under section 79(d) of the *Teachers Act*.
17. Street 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.

18. A breach by Street of any term in this Agreement may constitute professional misconduct which may be the subject of separate discipline proceedings.
19. Street 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 Street has admitted to the conduct and matters set out in this Agreement.
20. Street 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 Ladysmith, B.C.
this 8th day of August, 2016.

Signed in Vancouver, B.C.
this 17 day of August, 2016.



David Mark Street

A handwritten signature in black ink, appearing to read "Bruce M. Preston", written over a horizontal line.

Hon. Bruce M. Preston, Commissioner