



BRITISH COLUMBIA
COMMISSIONER FOR
TEACHER REGULATION

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

AND

IN THE MATTER CONCERNING
NICOLE MONIQUE VIEIRA

██████████

CONSENT RESOLUTION AGREEMENT

BETWEEN:

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

AND:

NICOLE MONIQUE VIEIRA
(“Vieira”)

BACKGROUND and FACTS

1. Vieira holds a valid Professional Certificate of Qualification, No. ██████████. It was issued by the B.C. Ministry of Education under the *Teachers Act* on January 16, 2014, and is valid from that date.
2. At all material times, Vieira was employed as a high school teacher by an independent school (the “School”).
3. On December 12, 2014, the School made a report to the Commissioner regarding Vieira, under s.7 of the *Independent School Act*.
4. The following events occurred between September and December 2014:
 - a. Vieira was hired by the School to teach math to Grades 9, 10 and 11 beginning in September 2014.

- b. Vieira openly referred to five of her students as her "Favourite 5". Vieira selected this group as being her favourite students because they were nice to her. Having favourites could negatively impact on the learning environment in the class as other students who knew about the Favourite Five would not feel as welcomed by Vieira.
 - c. Vieira was observed braiding a student's hair during flex-block, while other students were trying to get their work done and receive help from her. Vieira continued to braid the student's hair while responding to another student's request for assistance on their schoolwork.
 - d. Vieira breached acceptable boundaries with her students by using numerous social media platforms to exchange emails and messages with them about non-school related activities. In some of those messages, Vieira shared very inappropriate and personal information about herself. The messages she shared also used inappropriately familiar language with a number of her students, referring to them as "girlll", "sweetheart", "love", and "sweetie." As a result of these exchanges, a number of students came to consider her a "friend".
 - e. In November 2014, the School's math department head met with Vieira to discuss concerns that she was behaving in too friendly a fashion with students, acting more like their "buddy" than their teacher. Despite this warning, Vieira continued to exchange inappropriate and overly-familiar messages with her students.
 - f. On December 4, 2014, the day her employment was terminated by the School, Vieira used social media to inform a number of her students of her dismissal, promising to continue to be friends and to meet up with them at a comic book convention.
 - g. Despite agreeing to stop all contact with School students and their parents on December 5, 2014, Vieira continued to connect with them through social media, group chat websites, text and email.
5. On December 4, 2014, as a result of the conduct described in paragraph 4 above, the School terminated Vieira's employment.
 6. On March 5, 2015 the Commissioner considered this matter and determined to propose a consent resolution agreement to Vieira, in accordance with section 53(1)(a) of the *Teachers Act*.

DISPOSITION

7. This Agreement is made under section 53 of the *Teachers Act*.
8. Vieira 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").

9. Vieira admits that the facts set out in paragraphs 1 to 5 of this Agreement are true.
10. Vieira admits that the conduct described in paragraph 4 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.
11. Vieira 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.
12. Vieira also agrees that by **April 1, 2018** (the "Condition Date"):
 - a. She will successfully complete, at her expense, the following course offered at the Justice Institute of BC: *Reinforcing Respectful Professional Boundaries* (the "Course Requirement");
 - b. If Vieira does not successfully complete the Course Requirement 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 deadline (the "Extended Date"); and
 - c. If Vieira fails to provide satisfactory proof of completion of the Course Requirement by the Condition Date or the Extended Date, the Commissioner may require the Director of Certification (the "Director") to suspend Vieira's certificate of qualification under section 64(f) of the *Teachers Act* until such time as she successfully completes the Course Requirement.
13. Vieira 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

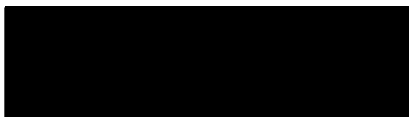
14. The Director will record the terms of this Agreement on the Branch's online registry under section 79(d) of the *Teachers Act*.
15. Vieira acknowledges that this Agreement will be published in accordance with section 54 of the *Teachers Act*, which includes posting the Agreement, in full, on the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

which may be the subject of separate discipline proceedings.

17. Vieira 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 Vieira has admitted to the conduct and matters set out in this Agreement.
18. Vieira acknowledges that she has voluntarily entered into this Agreement after being advised of her right to obtain independent legal advice, and that she fully understands the terms and conditions set out in this Agreement.

Signed in Delta, B.C.
this 23 day of September, 2017.

Signed in Vancouver, B.C.
this 31 day of October, 2017.



Nicole Vieira

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

Hon. Bruce M. Preston, Commissioner