

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

AND

IN THE MATTER CONCERNING CRAIG STEVEN DIDMON

CONSENT RESOLUTION AGREEMENT

BETWEEN:

THE COMMISSIONER, APPOINTED UNDER THE TEACHERS ACT (the "Commissioner")

AND:

CRAIG STEVEN DIDMON

("Didmon")

BACKGROUND and FACTS

- 1. Didmon holds a valid Professional Certificate of Qualification, No. Let Was issued by the B.C. College of Teachers under the *Teaching Profession Act* on March 31, 1999, is valid from January 1, 1999 and continued under the *Teachers Act* as of January 9, 2012.
- 2. At all material times, Didmon was employed as teacher by School District No. 62 (Sooke) (the "District").

Case 01 and 02

3. On February 20, 2014, the Commissioner received a letter from a private citizen which contained allegations about Didmon. This letter was addressed to two District principals and copied to the Commissioner. On March 3, 2014 the Commissioner initiated an investigation into these allegations under section 47(1)(b) of the *Teachers Act*. This is designated Case 01.

- 4. On October 15, 2014, the District made a report to the Commissioner regarding Didmon, under section 16 of the *School Act*. This is designated Case 02.
- 5. The following events occurred:
 - a. Didmon began teaching at a District School ("School A") in September, 2002.
 - b. In addition to teaching and coaching hockey at School A, Didmon was also the Assistant Coach of the Victoria Grizzlies hockey team between 2012 and December 2013. In December 2013 he was made Head Coach of the Victoria Grizzlies.
 - c. On multiple occasions between September 7, 2012 and February 14, 2014, Didmon was absent from School A during instructional time and during preparation blocks, without the District's knowledge or permission, in order to attend practices, games and other events involving the Victoria Grizzlies. Didmon received pay from the District during these absences, sometimes in the form of sick leave which he had claimed.
 - d. Many of the players on the Victoria Grizzlies were underage. Between 2012 and December 2013, on more than one occasion, the coaching staff, of which Didmon was a part, consumed and provided underage hockey players with alcohol, some of whom were students in the District.
 - e. When initially interviewed by the District, Didmon denied purchasing, consuming and providing alcohol to minors. He subsequently admitted to some of the allegations.
- 6. On May 29, 2014, the District disciplined Didmon by suspending him without pay from June 2-27, 2014. The District also required Didmon to repay one half month of his wages over the first two weeks of September 2014.
- 7. On October 16, 2014, the Commissioner combined Case 01 and Case 02.

Case 03

- 8. On May 13, 2015, the District made a second report to the Commissioner under s.16 of the *School Act*. This is designated Case 03.
- 9. Pacific Coast Hockey Academy ("PCHA") is a private company which runs a private hockey academy, and operates two competitive league teams. Most of the players attending PCHA are students in the District.
- 10. Didmon, in addition to coaching hockey at School A and for the Victoria Grizzlies, was

- also the head hockey coach at another District school with a hockey academy, School B. Unlike PCHA, the hockey academies affiliated with School A and School B do not ice a team, nor is either a part of any competitive league.
- 11. On November 27, 2014, one of the owners of the Victoria Grizzlies convened a meeting with a representative at PCHA, and asked Didmon to attend. The purpose of that meeting was to explore the possibility of a partnership between PCHA, the Victoria Grizzlies and School B's hockey academy. At that meeting, Didmon made representations on behalf of the District which he was not authorized to make:
 - a. Didmon gave the PCHA representative the impression that there was a partnership in place between School B's hockey academy and the Victoria Grizzlies, which was not true.
 - b. Didmon advised the PCHA representative that District teachers could be used to coach at the new academy, which would generate savings and maximize profits, if the new partnership was formed.
 - c. Didmon gave the PCHA representative the impression that he had developed a partnership with School B and the District to run the new academy either jointly or in competition with PCHA, which was not true.
- 12. On April 16, 2015, the District disciplined Didmon by suspending him without pay from June 1-June 30, 2015. In addition, as of September 2015, Didmon will no longer be coaching hockey at School A's hockey academy. Instead, he will be returned to a regular classroom teaching position in line with his qualifications.
- 13. On June 18, 2015, the Commissioner combined Case 03 with Cases 01 and 02.
- 14. On July 2, 2015 the Commissioner considered this matter and determined to propose a consent resolution agreement to Didmon in respect of Case 01, Case 02 and Case 03, in accordance with section 53(1)(a) of the *Teachers Act*.

DISPOSITION

- 15. This Agreement is made under section 53 of the Teachers Act.
- 16. Didmon 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").
- 17. Didmon admits that the facts set out in paragraphs 1-6 and 9-12 of this Agreement are true.

- 18. Didmon admits that the conduct described in paragraphs 5 and 11 of this Agreement constitutes professional misconduct and conduct unbecoming and is contrary to Standard #1 and #2 of the Standards for the Education, Competence and Professional Conduct of Educators in British Columbia, Fourth Edition, January 2012.
- 19. Didmon agrees to a two-week suspension of his certificate of qualification under sections 53 and 64(b) of the *Teachers Act*. The suspension will take effect on June 13-17 and June 20-24, 2016.
- 20. Didmon also agrees that by May 30, 2016 (the "Condition Date"):
 - a. He will successfully complete, at his expense, the following course offered by the BCIT School of Computing and Academic Studies: LIBS 7002 – Applied Ethics (the "Course Requirement") and provide satisfactory proof of completion of the Course Requirement by the Condition Date;
 - b. If Didmon does not successfully complete the Course Requirement 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 deadline (the "Extended Date"); and
 - c. If Didmon 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 Didmon's certificate of qualification under section 64(f) of the *Teachers Act* until such time as he successfully completes the Course Requirement.
- 21. Didmon 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

- 22. The Director will record the terms of this Agreement on the Teacher Regulation Branch's online registry under section 79(d) of the *Teachers Act*.
- 23. Didmon 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.
- 24. Notification of this Agreement will be made in accordance with section 55 of the *Teachers Act*.
- 25. A breach by Didmon of any term in this Agreement may constitute professional

misconduct which may be the subject of separate discipline proceedings.

- 26. Didmon 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 Didmon has admitted to the conduct and matters set out in this Agreement.
- 27. Didmon 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	ke	_, B.C.
this 24^{+h} day of	Ganuary	, 2016

Signed in Vancover, B.C. this 7 day of March, 2016

Steven Craig Didmon

Hon. Bruce M. Preston, Commissioner