



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

AND

IN THE MATTER CONCERNING

DEVIN ROY GRAY

██████████

CONSENT RESOLUTION AGREEMENT

BETWEEN:

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

AND:

DEVIN ROY GRAY
(“Gray”)

BACKGROUND and FACTS

1. Gray held a valid Professional Certificate of Qualification, No. ██████████. It was issued by the B.C. College of Teachers under the *Teaching Profession Act* on May 22, 2003, was valid from September 1, 2003, and was continued under the *Teachers Act* as of January 9, 2012.
2. At all material times, Gray was employed as an elementary school teacher by School District No. 60 (Peace River North) (the “District”) at a school in the District (the “School”).
3. The following events occurred:
 - a. In December 2020, sexual images (the “Initial Images”) of elementary school-aged children were uploaded to a Tumblr account associated with the email address “noisilycleverfart@yahoo.com” (the “Email Address”).

- b. The account and the Email Address were linked to an Internet Protocol address that was located at the residence where Gray lived. The account for the Email Address was activated in 2013 and Gray was the authorized user.
 - c. A search warrant was obtained by the RCMP and executed at Gray's residence on February 20, 2021. Several electronic devices were seized. One of these devices (the "Device") contained over 500 photos and videos of children, believed to be between the ages of three and 13 (the "Images"). Some of the Initial Images were stored on the Device.
 - d. Some of the Images were considered by the RCMP to be consistent with the definition of child pornography in section 163.1 of the *Criminal Code of Canada*.
 - e. The Device belonged to Gray. The profile on the Device used Gray's name and there was no other profile on the Device. The Device had many files using Gray's name in the document or folder name, including Gray's resume, as well as materials related to teaching, and Gray's emails. This Device was identified by another person residing at the residence as Gray's property and which was only used by Gray.
 - f. On April 16, 2021, Gray was arrested at the School.
 - g. The Crown did not approve charges against Gray.
4. On April 16, 2021, the District placed Gray on an administrative leave. On May 4, 2021, the District suspended Gray, under section 15(5) of the *School Act*.
 5. On May 4, 2021, the District made a report to the Commissioner regarding Gray, under section 16 of the *School Act*.
 6. On June 11, 2021, the Commissioner ordered an investigation of Gray, under section 47(1) of the *Teachers Act*.
 7. On July 6, 2021, Gray gave an undertaking to the Commissioner not to teach in the K-12 education system until the final resolution of this matter.
 8. On July 1, 2024, Gray's certificate of qualification was suspended due to non-payment of fees, under sections 33(1)(a) and 37(3) of the *Teachers Act*.
 9. On September 12, 2024, the Criminal Records Review Program notified the Commissioner that it had written to Gray twice to provide fingerprints for a criminal records check, but he had not provided fingerprints, as required under section 27(c) of the *Criminal Records Review Act*.

10. On November 1, 2024, Gray’s certificate of qualification was cancelled, due to non-payment of fees, under sections 33(2) and 37(4) of the *Teachers Act*.
11. On July 9, 2025, the Commissioner considered this matter and determined to propose a consent resolution agreement to Gray, in accordance with section 53(1)(a) of the *Teachers Act*.

CONSEQUENCES

12. This Agreement is made under section 53 and section 43 of the *Teachers Act*.
13. Gray 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”).
14. Gray admits that the facts set out in paragraphs 1 to 9 of this Agreement are true.
15. Gray admits that the conduct described in paragraph 3 of this Agreement constitutes conduct unbecoming and is contrary to Standards #1 and 2 of the *Professional Standards for BC Educators*, June 2019.
16. Gray agrees that he will never apply for, and understands the Director of Certification (the “Director”) will never be required to issue to him, a certificate of qualification, an independent school teaching certificate or any other authorization to teach in the kindergarten to grade 12 education system under section 64(g) of the *Teachers Act*, or any successor legislation.
17. In determining that a ban on issuance of a certificate of qualification is an appropriate consequence, the Commissioner considered the following factors:
 - a. Gray allowed his Device and email address to be used to access child pornography. Child pornography directly and indirectly harms children. His conduct undermines the public confidence in the profession.
 - b. Gray failed to comply with his professional responsibility to provide fingerprints for a criminal record check.
18. Gray 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.

EFFECT OF THE AGREEMENT

- 19. The Director of Certification will record the terms of this Agreement on the online registry of the Ministry of Education and Child Care, under section 79(d) of the *Teachers Act*.
- 20. Gray 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: <https://teacherregulation.gov.bc.ca>
- 21. If Gray ever applies for a certificate of qualification, an independent school teaching certificate, or other authorization to teach in the kindergarten to grade twelve education system after expiry of the period set out in paragraph 15, it is agreed, without limiting any other power of the Director to determine Gray’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 Gray of one or more terms of this Agreement.
- 22. Gray 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 Penticton, B.C.
this 15 day of July, 2025.


Devin Roy Gray

Signed in New Westminster, B.C.
this 2nd day of September, 2025.


Donnaree Nygard, Acting Commissioner