



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

**AND**

**IN THE MATTER CONCERNING**

**JUSTIN RAY ARNESTO**



**CONSENT RESOLUTION AGREEMENT**

BETWEEN:

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

AND:

JUSTIN RAY ARNESTO  
(“Arnesto”)

**BACKGROUND and FACTS**

1. Arnesto holds a valid Professional Certificate of Qualification, No. [REDACTED], issued by the Director of Certification (the “Director”) under the *Teachers Act* on January 29, 2020 and valid from that day.
2. At all material times, Arnesto was employed as a secondary school teacher by School District No. 78 (Fraser-Cascade) (the “District”) at a school in the District (the “School”).
3. On July 5, 2023, the District made a report to the Commissioner regarding Arnesto, under section 16 of the *School Act*.
4. On January 19, 2022, the following events occurred (the “January Incident”):
  - a. Arnesto was teaching a grade 8 class at the School. He believed that a student (“Student A”) was not paying attention.

- b. Arnesto threw a small computer charging device (the “Object”) at Student A. The Object hit the back wall of the classroom.
  - c. Arnesto was concerned about possible consequences to him about his conduct in throwing the Object. He decided to speak to Student A at lunch.
  - d. Arnesto found Student A in a School hallway. Arnesto said to Student A that they needed to talk. Student A did not want to speak to Arnesto.
  - e. Arnesto tried to direct Student A to an empty room, but Student A refused to go. Arnesto told Student A words to the effect that he did not mean to throw the Object and that he threw it near Student A, not at Student A. Arnesto said he threw the Object at Student A because he was frustrated.
  - f. Student A replied by saying that Student A was going to speak with the School principal. Arnesto was afraid and angry. He told Student A that telling the principal would “not make any difference”, because the principal “will take my side over your side”.
  - g. At this point, Student A saw the principal some distance away in the hallway and went to speak with her. Arnesto followed Student A and also attempted to speak to the principal to tell his “side of the story”.
5. On March 7, 2022, Arnesto was teaching a grade 8 class when he became angry and frustrated by the behaviour of some students. Arnesto broke a pencil and threw it in the direction of a student (the “Pencil Incident”).
  6. On March 17, 2022, the District disciplined Arnesto in respect of the Pencil Incident by issuing him a letter of discipline. The District directed Arnesto to complete remedial work to improve his emotional regulation.
  7. The District was not able to proceed with its investigation of the January Incident because Arnesto was not at work in part of May and June of 2022 and from September 2022 to late January 2023.
  8. In March 2023, Arnesto completed the course *Reinforcing Respectful Professional Boundaries* at the Justice Institute of B.C., in accordance with the District’s direction.
  9. On June 14, 2023, the District disciplined Arnesto in respect of the January Incident by suspending him without pay for one day on June 26, 2023.

10. On September 5, 2023, the Commissioner considered this matter and determined to propose a consent resolution agreement to Arnesto, in accordance with section 53(1)(a) of the *Teachers Act*.

## CONSEQUENCES

11. This Agreement is made under section 53 of the *Teachers Act*.
12. Arnesto 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”).
13. Arnesto admits that the facts set out in paragraphs 1 to 9 of this Agreement are true.
14. Arnesto admits that the conduct described in paragraphs 4 and 5 of this Agreement constitutes professional misconduct and is contrary to Standard #1 of the *Professional Standards for BC Educators*, June 2019.
15. Arnesto agrees to a suspension of his certificate of qualification for three days under sections 53 and 64(b) of the *Teachers Act*, from May 22, 2024 to May 24, 2024, inclusive.
16. Arnesto also agrees under section 64(f) and (h) of the *Teachers Act* that by March 30, 2024 (the “Condition Date”):
  - a. He will successfully complete the course *Creating a Positive Learning Environment* through the Justice Institute of British Columbia (the “Course”) and provide satisfactory proof of completion to the Commissioner by the Condition Date.
  - b. If Arnesto does not successfully complete the Course 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 Condition Date to a later date (the “Extended Date”).
  - c. If Arnesto fails to provide satisfactory proof of completion of the Course by the later of the Condition Date or the Extended Date, the Commissioner may require the Director of Certification (“the Director”) to suspend Arnesto’s certificate of qualification under section 64(f) of the *Teachers Act*, until such time as he successfully completes the Course.

17. In determining that a three-day suspension and completion of the Course are appropriate consequences, the Commissioner considered the following factors:
  - a. By his conduct, Arnesto failed to create a positive, safe and inclusive learning environment. His unpredictable way of interacting with students created stress for some students and undermined the learning environment and students' emotional safety.
  - b. Arnesto failed to role model appropriate behaviour and did not treat students with acceptance, dignity and respect.
  - c. Arnesto used his position of power and trust for his own benefit by making Student A speak with him and attempting to coerce Student A so that Arnesto could limit the potential consequences of his action in throwing the charger hub at Student A.
18. Arnesto 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 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. Arnesto 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. Notification of this Agreement will be made in accordance with section 55 of the *Teachers Act*.
22. A breach by Arnesto of any term in this Agreement may constitute professional misconduct which may be the subject of separate discipline proceedings.
23. Arnesto 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 Arnesto has admitted to the conduct and matters set out in this Agreement.

24. Arnesto 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 Hope, B.C.  
this 2nd day of February, 2024.

  
Justin Ray Arnesto

Signed in Coquitlam, B.C.  
this 6th day of February, 2024.

  
Ana R. Mohammed, Commissioner