



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

AND

IN THE MATTER CONCERNING

ANIL SASTRY

██████████

CONSENT RESOLUTION AGREEMENT

BETWEEN:

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

AND:

ANIL SASTRY
 (“Sastry”)

BACKGROUND and FACTS

1. Sastry holds a valid Professional Certificate of Qualification, No. ██████████. It was issued by the B.C. College of Teachers under the *Teaching Profession Act* on July 2, 2010, is valid from July 1, 2010 and continued under the *Teachers Act* as of January 9, 2012.
2. At all material times, Sastry was employed as a high school teacher by School District No. 39 (Vancouver) (the “District”) at a District school (the “School”).
3. On October 13, 2015, the District made a report to the Commissioner regarding Sastry, under section 16(3) of the *School Act*.
4. The following events occurred in 2015:
 - a. Sastry was the subject of a District investigation which involved other employees at the School (the “Investigation”). On May 20, 2015, the District wrote Sastry advising him that while the investigation was unfolding, he was required to keep all

matters relating to the Investigation confidential.

- b. On May 25, 2015, Sastry sent a text message to some of his colleagues advising them of the Investigation, as well as the identity of the complainant. In the last line of his text message he wrote: “Im [sic] hoping that I can count on you guys for your support if you get called in question.”
 - c. One of Sastry’s colleagues took a screen shot of his text message and sent it to the District.
 - d. On June 9, 2015, the District wrote to Sastry advising him that they wanted to meet with him on June 12th regarding a breach of confidentiality in the context of the Investigation. The District asked that Sastry not discuss the matter with anyone other than his union representative.
 - e. On June 9th or 10th, 2015, Sastry spoke to one of his colleagues [Colleague A], and asked her whether or not she had forwarded his text to anyone as the District had a screen shot of it.
 - f. On June 11, 2015, Sastry called Colleague A and told her that if asked by the District, she should say that they had not had any discussions about who provided the District with the screen shot of his text message.
 - g. On June 12, 2015, Sastry was interviewed by the District about his May 25th text message, which he did acknowledge sending. Sastry however denied having asked anyone whether or not they had taken a screen shot of his text. This statement was untrue.
 - h. On September 23, 2015, Sastry was interviewed again about his text message and subsequent communications with his colleagues. In that meeting he denied having made a telephone call to Colleague A on June 11th, 2015. Rather, he said that Colleague A had called him. This last statement was false, as Colleague A’s phone records showed that Sastry had called her on June 11th.
5. On October 13, 2015, the District disciplined Sastry for breaching confidentiality during the Investigation by suspending him for five days. The suspension was served from October 19-23, 2015.
 6. On December 1, 2015 the Commissioner considered this matter and determined to propose a consent resolution agreement to Sastry, 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. Sastry 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. Sastry admits that the facts set out in paragraphs 1 to 5 of this Agreement are true.
10. Sastry admits that the conduct described in paragraph 4 of this Agreement constitutes professional misconduct and is contrary to Standard #2 of the *Standards for the Education, Competence and Professional Conduct of Educators in British Columbia*, Fourth Edition, January 2012.
11. Sastry 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. Sastry 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

13. The Director of Certification will record the terms of this Agreement on the Branch’s online registry under section 79(d) of the *Teachers Act*.
14. Sastry 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.
15. A breach by Sastry of any term in this Agreement may constitute professional misconduct which may be the subject of separate discipline proceedings.
16. Sastry 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 Sastry has admitted to the conduct and matters set out in this Agreement.

17. Sastry 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 Vancouver, B.C.
this 2 day of June, 2016.


Anil Sastry

Signed in Vancouver, B.C.
this 23 day of June, 2016.

Elena Miller
~~Hon. Bruce M. Preston~~, Commissioner (Acting)
Elena Miller