

In the matter of an employer's notice pursuant to Sections 35 and 36 of *The Registered Teachers Act, 2015* and Danilo Ian Orescanin, Teacher Certificate #[XXXXXXX].

Saskatchewan Professional Teachers Regulatory Board (SPTRB)

Consensual Complaint Resolution Agreement

This agreement is made pursuant to clause 36(2)(b)(i) of *The Registered Teachers Act, 2015* and the related bylaws and procedures.

Between:

DANILO IAN ORESCANIN #[XXXXXXX]

and

THE PROFESSIONAL CONDUCT COMMITTEE OF THE SPTRB

1. HISTORY OF COMPLAINT, BACKGROUND AND RELEVANT FACTS

1.1 The Registered Teacher held Saskatchewan teacher's certificate number [XXXXXXX] and was registered with the Saskatchewan Professional Teachers Regulatory Board ("SPTRB") to teach in Saskatchewan at the time the complaint regarding his professional conduct was received. For the remainder of this agreement D.O. will be referred to as "the Registered Teacher".

1.2 On July 4, 2018 the SPTRB received an Employer's Notice from [SCHOOL DIVISION XXXXX].

1.3 The Registered Teacher was employed as a principal by [SCHOOL DIVISION XXXXX] in [XXXXX], Saskatchewan during the time of the alleged professional misconduct.

1.3.1 The concerns alleged professional misconduct contrary to section 33 of *the Registered Teachers Act*.

33 Professional misconduct is a question of fact, but any matter, conduct or thing, whether or not disgraceful or dishonourable, constitutes professional misconduct within the meaning of this Act if:

(a) it is harmful to the best interests of students or other members of the public;

(b) it tends to harm the standing of the profession;

(c) it is a breach of this Act or the bylaws;

and as defined in section 2.01 of the SPTRB Regulatory Bylaws:

(2) Without restricting the generality of section 33 of the Act, the following conduct on the part of a registered teacher is misconduct:

(a) conduct which is harmful to the best interest of pupils or affects the ability of a registered teacher to teach;

(b) any intentional act or omission designed to humiliate or cause distress or loss of dignity to any person in school or out of school which may include verbal or non-verbal behaviour;

(d) sexually abusive conduct that violates a person's sexual integrity, whether consensual or not which includes sexual exploitation;

(e) an act or omission that, in the circumstances, would reasonably be regarded by the profession as disgraceful, dishonourable or unprofessional;

1.4 Facts were found to substantiate non-compliance with *The Registered Teachers Act*, 2015 and the bylaws as set out in Section 1.6 as follows:

1.4.1 During all relevant times, the Registered Teacher was the Principal of the school and belonged to a text group of approximately six participating colleagues of both genders who the Registered Teacher considered friends. The texts occasionally included adult humour, sexual content, and sexual innuendo.

1.4.2 On more than one occasion, the Registered Teacher made comments that

included inappropriate invitations, referring to colleagues by derogatory names, the appearance/dress of colleagues, and the appearance of parents and of individuals seeking employment at the school.

- 1.4.3 On one occasion, what started as a professional text exchange between a staff member and the Registered Teacher resulted in the Registered Teacher replying to the staff member with sexual innuendo.
- 1.4.4 A few of the involved staff members described feeling anxious, uncomfortable, and demeaned as a result of the Registered Teacher's conduct.
- 1.5 Facts were found to substantiate non-compliance with *The Registered Teachers Act, 2015* and the bylaws as set out in Section 1.6 via:
 - 1.5.1 The Registered Teacher's written response and interview statement.
 - 1.5.2 Interview statements of other witnesses.
 - 1.5.3 Information and data gathered from the school division.
- 1.6 This agreement relates to non-compliance with *The Registered Teachers Act, 2015* and the bylaws and raises issues regarding professional misconduct as defined in the Act:

33 Professional misconduct is a question of fact, but any matter, conduct or thing, whether or not disgraceful or dishonourable, constitutes professional misconduct within the meaning of this Act if:

- (a) it is harmful to the best interests of students or other members of the public;*
- (b) it tends to harm the standing of the profession;*
- (c) it is a breach of this Act or the bylaws;*

- 1.6.1 and as defined in the SPTRB Regulatory Bylaws:

2.01(2) Without restricting the generality of section 33 of the Act, the following conduct on the part of a registered teacher is misconduct:

- (a) conduct which is harmful to the best interest of pupils or affects the ability of a registered teacher to teach;*
- (e) an act or omission that, in the circumstances, would reasonably be regarded by the profession as disgraceful, dishonourable or unprofessional;*

2. ISSUES FOR RESOLUTION

- 2.1 The Registered Teacher is willing to enter into this agreement to ensure professional conduct. The Registered Teacher acknowledges that he is guilty of the facts stated in Section 1.4 and that he violated the sections of the Act and bylaws stated in Section 1.6 of the agreement.

3. TERMS, CONDITIONS, RESTRICTIONS AND PENALTY

- 3.1 This agreement takes effect on the date of signing and will remain in effect until such time as the agreement is completed.
- 3.2 The Registered Teacher will receive and accept a reprimand.
- 3.3 The Registered Teacher's SK teaching certificate will be suspended for ninety (90) days effective the date of signing of the agreement.
- 3.4 The Registered Teacher will successfully complete, at his expense, one (1) course related to sexual harassment and/or gender interaction.
 - 3.4.1 The course must be pre-approved by the Registrar.
 - 3.4.2 The courses must be completed after signing of the agreement and prior to the Registered Teacher's teaching certificate being reinstated, with proof of successful completion provided to the registrar.
- 3.5 The Registered Teacher will attend and participate in four (4) personal counselling sessions, at his expense, with a counsellor authorized to practice in Saskatchewan.
 - 3.5.1 The counselling sessions must be completed after signing of the agreement and prior to the Registered Teacher's teaching certificate being reinstated, with proof of attendance provided to the Registrar.

4. COMPLIANCE WITH AGREEMENT AND STATUS OF COMPLIANCE

- 4.1 Upon this agreement taking effect and for so long as the Registered Teacher complies with this agreement, the Professional Conduct Committee will take no further action with respect to the complaint and the conduct described in Part 1.
- 4.2 A breach of the agreement will result in the Registered Teacher being referred back to the Professional Conduct Committee for review and further action that may include referral to the Discipline Committee. This agreement may be filed in a subsequent discipline hearing as proof of the facts and admission of guilt.
- 4.3 A breach by the Registered Teacher of this agreement may be professional misconduct. The Registered Teacher acknowledges and understands that if the PCC has reason to believe that the Registered Teacher has breached the agreement, the PCC may initiate a hearing before the Discipline Committee.

5. TRANSPARENCY AND NOTIFICATION

- 5.1 Notification of this agreement shall be in accordance with subsection 36(5) of *The Registered Teachers Act 2015*, SPTRB Bylaws and policies that may exist from time to time.
- 5.2 The existence of the Consensual Complaint Resolution Agreement with the Registered

Teacher shall be recorded on the Register.

- 5.3 The Professional Conduct Committee and the Registrar of the SPTRB shall receive and keep a signed copy of the agreement for their records.
- 5.4 The SPTRB shall notify Canadian teaching regulatory bodies and any other regulatory body deemed appropriate.
- 5.5 The Consensual Complaint Resolution Agreement shall be published on the SPTRB website.

6. CONCLUSION OF TERMS, CONDITIONS, RESTRICTIONS AND PENALTY

- 6.1 The PCC Committee reserves the right to negotiate an extension of the terms, conditions and restrictions of this agreement, if the facts warrant it.
- 6.2 Once the Registrar is satisfied that the Registered Teacher has completed all the terms, conditions and restrictions he shall inform the PCC and the Registered Teacher that:
 - 6.2.1 the Registered Teacher's compliance with the agreement has been satisfactory;
 - 6.2.2 the Registered Teacher no longer has terms, conditions and restrictions on his certificate or registration.

7. SIGNATURES

- 7.1 The Registered Teacher acknowledges that he has voluntarily entered into this agreement and is aware of his rights and responsibilities. The Registered Teacher is aware of his right to legal counsel and has chosen to exercise that right. The Registered Teacher accepts this Consensual Complaint Resolution Agreement:

original signed
DANILO ORESCANIN
REGISTERED TEACHER

original signed
Witness

Date: December 9, 2019

Date: December 9, 2019

8. APPROVAL BY PROFESSIONAL CONDUCT COMMITTEE

- 8.1 The Professional Conduct Committee of the SPTRB approves this Consensual Complaint Resolution Agreement:

original signed
Chair, SPTRB Professional Conduct Committee

original signed
Witness

Date: December 9, 2019

Date: December 9, 2019