

In the matter of an employer's notice pursuant to Sections 35 and 36 of *The Registered Teachers Act, 2015* and Jeffrey Fisher, 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:

JEFFREY FISHER, REGISTERED TEACHER #[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 JF will be referred to as "the Registered Teacher".
- 1.2 On February 11, 2018 the SPTRB received an Employer's Notice from [SCHOOL DIVISION XXXXX].
- 1.3 The Registered Teacher was employed as a principal by the [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:

2.01(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;*
- (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;*
- (c) physically abusive conduct which involves the application of physical force which is excessive or inappropriate in the circumstances to any person;*
- (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 support the allegations as follows:

- 1.4.1 The Registered Teacher was the principal at the school where Student A was a Grade 4 student.
- 1.4.2 Student A had presented with consistent behavioural challenges while he was a student at the school. Up until the date of the incident, the Registered Teacher had been able to calm and redirect Student A.

- 1.4.3 On November 6, 2017, Student A was not responsive to the Registered Teacher's interventions and Student A indicated his desire to leave the school.
 - 1.4.4 Student A pushed and punched the Registered Teacher in his attempt to leave the school.
 - 1.4.5 The Registered Teacher physically moved Student A across the school foyer.
 - 1.4.6 Fearing for Student A's safety as it was winter and cold outside and while verbally reminding Student A it was not safe to leave the school without proper winter attire, the Registered Teacher physically blocked, re-directed and restrained Student A.
 - 1.4.7 When Student A evaded the Registered Teacher and left the school in sub-zero temperatures without a jacket or footwear, the Registered Teacher forcibly brought the student back into the school.
 - 1.4.8 The Registered Teacher moved Student A to a seated position in the entranceway and placed his hands on the student's shoulders in an attempt to reason with the student.
 - 1.4.9 Student A aggressively spat on the Registered Teacher's face. The Registered Teacher reacted and made physical contact with Student A's face with a swatting motion of the Registered Teacher's hand.
 - 1.4.10 Student A then left the school without a jacket or footwear. The Registered Teacher called for assistance. The Registered Teacher and another staff member followed the student in separate vehicles to ensure the student's safety.
- 1.5 Facts were found to support these allegations as follows:
 - 1.5.1 Videos of the incident.
 - 1.5.2 The Registered Teacher's written response and interview statement.
 - 1.5.3 Interview statement of other witnesses.
 - 1.5.4 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;*

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;

(c) physically abusive conduct which involves the application of physical force which is excessive or inappropriate in the circumstances to any person;

(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 and that he violated the sections of the Act and bylaws stated in Part 1 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 five (5) days effective the date of signing of the agreement.
- 3.4 The Registered Teacher will successfully complete, at his expense, (re)certification in non-violent crisis intervention via a certification program.
- 3.4.1 The program must be pre-approved by the Registrar.
- 3.4.2 The program must be completed prior to the Registered Teacher teaching and before he is eligible to register with the SPTRB.

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 employer's notice 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
JEFFREY FISHER
REGISTERED TEACHER

original signed
Witness

Date: May 13, 2019

Date: May 13, 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: May 9, 2019

Date: May 9, 2019