

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

**HEATHER SAARELA, 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 her professional conduct was received. For the remainder of this agreement, H.S. will be referred to as "the Registered Teacher."
- 1.2 On June 14, 2017, the SPTRB received an Employer's Notice from the [SCHOOL DIVISION XXXXX] regarding the Registered Teacher.
- 1.3 The Registered Teacher was employed as a teacher by the [SCHOOL DIVISION XXXXX] at [SCHOOL XXXXX] in [XXXXXX], 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 Without restricting the generality of section 33 of the Act, the following conduct on the part of a teacher is misconduct:

- (a) conduct which is harmful to the best interest of pupils or affects the ability of a teacher to teach . . .
- (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 received her B. Ed. in 2007. After several years of teaching in [PROVINCE XXXXX], the Registered Teacher moved to Saskatchewan. Effective August 1, 2013, she commenced employment at [SCHOOL XXXXX], where she was employed at all material times.
- 1.4.2 On May 26, 2017, after the conclusion of the school day, the Registered Teacher was chatting with Student A, Student B, and at least one other teacher near the school's parking lot. Among other things, the chat included some joking by

Students A and B related to the car the Registered Teacher drove that day, which had been borrowed from a friend as her own car was being repaired. The borrowed car was an older model Mercedes, with rear wheel drive, while the Registered Teacher's regular vehicle was a newer model SUV, with all-wheel drive.

- 1.4.3 Students A and B wanted to see the car and took the Registered Teacher's keys to look at it. The Registered Teacher retrieved the keys from them. Student A and/or Student B said that they should sit on the trunk of the vehicle so that the Registered Teacher could not leave. Believing that Students A and B were joking, the Registered Teacher entered and started the car.
  - 1.4.4 Without the Registered Teacher being aware, Students A and B sat on the trunk of the car. The Registered Teacher looked at the rear-view mirror, saw the backs of Student A and Student B in the mirror, and believed they were standing behind the car. Having backed into the parking spot earlier that day, the Registered Teacher drove forward out of the parking lot, making a turn onto the street.
  - 1.4.5 After entering the street, the Registered Teacher again looked in the rear-view mirror and saw the back of Student B in the mirror because he was sitting on the trunk of the car. The Registered Teacher stopped the car and exited to find Student A injured on the street.
  - 1.4.6 The Registered Teacher and others in the vicinity assisted Student A before Student B drove him to the local hospital. After speaking with the principal, the Registered Teacher went directly to the hospital to check on Student A's condition. Student A suffered a head injury as a result of falling off of the car's trunk.
- 1.5 The facts supporting the allegations were obtained through:
- 1.5.1 The Registered Teacher's written response and interview statement;
  - 1.5.2 Interview statements of other witnesses; and
  - 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 subsections 33(a) and (c) of 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;*
- (c) *it is a breach of this Act or the bylaws . . .*

and as defined in subsection 2.01(a) and (e) of the SPTRB Regulatory Bylaws:

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

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

## **2. ISSUES FOR RESOLUTION**

- 2.1 The Registered Teacher is willing to enter into this agreement to ensure professional conduct. The Registered Teacher agrees to the facts and conduct outlined in paragraph 1.4 of this agreement and admits and acknowledges that she is guilty of misconduct, having violated the sections of the Act and bylaws outlined in paragraph 1.6 of this agreement.

## **3. TERMS, CONDITIONS, RESTRICTIONS AND PENALTY**

- 3.1 This agreement takes effect on the date of signing.
- 3.2 The Registered Teacher will receive and accept a reprimand.

## **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 made 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 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:
  - 6.1.1 the Registered Teacher’s compliance with the agreement has been satisfactory;
  - 6.1.2 the Registered Teacher no longer has terms, conditions and restrictions on his certificate or registration.

**7. SIGNATURE**

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

*original signed*  
\_\_\_\_\_  
Heather Saarela  
Registered Teacher

*original signed*  
\_\_\_\_\_  
Witness

Date: January 12, 2018

**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: January 16, 2018