

In the matter of an employer's notice pursuant to Sections 35 and 36 of *The Registered Teachers Act*, 2015 and CHERIE PRIEL, 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* and the related bylaws and procedures.

Between:

CHERIE PRIEL, 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 C.P. will be referred to as "the Registered Teacher".
- 1.2 On March 16, 2018 the SPTRB received an Employer's Notice from [SCHOOL DIVISION XXXXX].
- 1.3 The Registered Teacher was employed as a teacher 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 subsections 33(a), (b) and (c) 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 subsections 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 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

- 1.4 Facts were found to support the allegations as follows:

The Registered Teacher has been recovering from Post-Traumatic Stress Disorder ("PTSD") and alcohol dependency. This resulted in her, during the period January 2016 to February 2017, periodically bringing alcohol to school, storing it unsecured in the classroom, and drinking alcohol during instructional time.

In February 2017, during a second investigation related to her alcohol use in the classroom, the Registered Teacher ultimately admitted to having and drinking alcohol in the classroom for over a year. She further admitted to having been dishonest during the May 2016 investigation and the early stages of the February 2017 investigation.

Subsequently the Registered Teacher, following a three-day suspension and while on medical leave from her employment, and on her own initiative commenced an intensive

rehabilitation regime, including numerous individual and group sessions with various health care professionals and support programs. She also undertook considerable self-study and self-help initiatives to assist in her recovery, and voluntarily enrolled in a random alcohol testing program.

1.5 Facts were found to support these allegations as follows:

1.5.1 The Registered Teacher's written response.

1.5.2 Information and data gathered from the school division.

1.6 This agreement relates to non-compliance with *The Registered Teachers Act* 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 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 she is guilty of the facts and that she violated the sections of the Act and bylaws stated in Part 1 of the agreement.

3. TERMS AND CONDITIONS OF REMEDIATION

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 TERMS AND CONDITIONS AGREED UPON:

3.2.1 The Registered Teacher will demonstrate, through the provision of regular reports to the SPTRB from her Care Providers and with her authorization,

ongoing treatment, including satisfactory attendance at regularly scheduled sessions and compliance with directions of Care Providers, for her PTSD and alcohol dependence issues for a term of two years following the execution of this agreement, subject to the provisions of subsection 3.2.4.

- 3.2.2 The random alcohol screening tests of the Registered Teacher will continue during the term of this agreement and, with her authorization, the results of each such test will be provided directly to the Registrar of the SPTRB from the agency conducting the screening.
- 3.2.3 The Registered Teacher undertakes to self-report to the SPTRB any issues or concerns raised by her employer which may be in any way related to her PTSD and/or alcohol dependence issues. The Registered Teacher shall also forthwith advise the Registrar of the SPTRB of any changes to her Care Provider(s) and execute any necessary authorizations to ensure ongoing reports in compliance with subsection 3.2.1.
- 3.2.4 In the event that a report from a Care Provider, or a screening test as required by subsection 3.2.2, is unsatisfactory or raises concerns or a concern is raised by her employer as per subsection 3.2.3, the Registered Teacher shall be considered to be in breach of this agreement and the matter will be referred back to the Professional Conduct Committee in accordance with section 4 of this agreement.

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 her certificate or registration.

7. SIGNATURES

- 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
CHERIE PRIEL
REGISTERED TEACHER

Date: September 28, 2018

original signed
Witness

Date: September 28, 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

Date: October 10, 2018

original signed
Witness

Date: October 10, 2018