IN THE MATTER OF: **AN ARBITRATION pursuant to Section 92(4) of The Public Schools Act**

BETWEEN:

Mystery Lake School District, No. 2355, (herein "the Division")

- and -

The Manitoba Teachers' Society (herein "the Union")

RE: Grievance of Regine Geiger

Board of Arbitration:

Division Nominee:	G.D. Parkinson
Union Nominee:	K. Osborne
Chairperson:	D.G. Baizley, Q.C.

Appearances:

For the Division:	R.A. Simpson and E. Murray
For the Union:	M. Myers, Q.C. and S. Roy

AWARD

In this case, the Grievor, Reginé Geiger, grieves her dismissal from employment effective June 30, 1992. This arbitration was brought pursuant to Section 92(4) of The Public Schools Act. The hearing was held in Thompson, Manitoba on February 2nd to the 5th, 1993, and continued in Winnipeg on May 5th and 6th, 1993.

It was agreed at the outset of the hearing that the grievance was arbitrable, and that the Board had jurisdiction to hear the matter.

A decision was given on June 11, 1993, allowing the grievance in part. It was indicated at that time that reasons would follow, and they do so now.

The Grievor is a teacher and was employed at École Deerwood, in Thompson, Manitoba, at the time of her dismissal. In its letter of dismissal dated June 26, 1992, the Division advised the Grievor that she was being dismissed pursuant to Section 6(c) of the Form 2 Agreement between the Grievor and Division, the relevant portions of which read:

> This agreement shall be deemed to continue in force, and to be renewed from year to year, with such variations as to the time of payment and the amount of salary as may be provided by the by-laws, resolutions, or schedules of the school board from time to time in force (of which variations the teacher must be notified forthwith, and

> concerning which he or she shall have the right of conference with the school board, provided that no variations of salary shall take place before October 1st, unless notice be given the teacher on or before 30th day of June of the same year) unless and until terminated by one of the following methods:
> (c) By one month's previous notice in writing given by either party to the other in case of an emergency affecting the welfare of the school division or school district or the teacher, provided that in that event the school board may, in lieu of one month's notice, as aforesaid, pay the teacher one month's salary at the said rate.

The Grievor was paid one month's salary at the time of her dismissal.

By way of letter dated July 2, 1992, (Exhibit 2), the Division provided the Grievor with reasons for the termination of her contract. The relevant portion of that letter states:

> ...The reasons for the termination of your contract are substandard performance and inappropriate behaviour. Particular details include:
> - lack of lesson preparation and planning
> - lack of program delivery
> - failure to communicate with parents and students in an effective manner
> - poor classroom control
> - poor rapore with students and parents
> - poor judgement [sic] in dealing with students culminating in the events of June 17, 1992..."

There are two issues before the Board. Did the Division have just cause to dismiss the Grievor? If so, was it entitled to invoke the emergency provisions of the Form D Contract?

By way of background, the Grievor taught elementary school for a number of years in Belgium. She moved to Canada in 1983. She commenced employment with the Division in August 1990. Her position with the Division was her first teaching position since coming to Canada.

The Grievor was first employed in a half-time position teaching French immersion kindergarten at École Deerwood. At the end of the 1990-91 school year, the Principal concluded that Kindergarten was not the most comfortable level for the Grievor to teach. Both the Principal and the Grievor were of the view that given her experience, the Grievor would be better suited to the grade 5 to 6 level.

In the 1991-92 school year, the Grievor was assigned to teach a grade 5 and 6 combined class. Most of her teaching experience in Belgium involved teaching split level classes at this age. The Grievor was also required to teach basic French to a grade 4 class.

The events that led to the Grievor's dismissal relate to her performance during the 1991-92 school year.

Considerable evidence was led as to the nature and extent of these problems, as well as the efforts made by both the Division and the Grievor to address the same. Problems with classroom control, teaching plans, and curriculum content were all issues. The Grievor speaks limited English, so that communication with parents was particularly difficult. This became a complicating factor to the situation.

In the Board's view, it is not necessary to review the evidence concerning these various incidents in detail. It is clear that by May of 1992, the Division, through the Principal, Priscille Poirer and the Superintendent, Brian Wilson, had come to the decision that the Grievor's employment would be continued. However, as was explained to her in a meeting on May 13, the concerns of the Division were such that although they did not prevent her employment from continuing, they would have to be addressed during the next year or further action would be taken.

What ultimately changed the Division's decision was an incident that occurred on June 17, 1992. Some background is relevant in understanding what took place.

One of the problems involving the Grievor concerned complaints brought by parents of the students in the Grievor's grade 5-6 class. Several parents were concerned that the Grievor was not teaching the curriculum. A number of parents, some of whom testified before the Board, were most dissatisfied with the situation, and had discussions with the Grievor and/or Poirer concerning the matter. They were not satisfied with the responses they received. In late March, a group of parents held a meeting amongst themselves and prepared a letter to the Division outlining their concerns, and asking the Board to take some action. Parents of six of the eleven grade 6 students signed the letter. This letter was received by Wilson on or about April 20. Copies of the letter were delivered to the school trustees and to Poirer. As a committee of the School Board was already scheduled to meet April 22, 1992, the issue was placed on the agenda for the meeting. The Board referred the matter back to Wilson and Poirer.

Wilson notified the Grievor by way of memo dated May 11, 1992, (Exhibit 28), that he wished to meet with her on May 13 to address concerns expressed by parents. The memo did not make specific reference to the fact of the letter being received, but outlined three areas of concern raised by parents.

On May 13, Wilson, Poirer, the Grievor and another immersion teacher, B. Mirreault who acted both as translator and representative of the Union, met to review the situation. The Grievor was advised that the purpose of the meeting was to deal with the letter from the parents. Poirer and Wilson reviewed in detail the various concerns with the Grievor and her responses.

During the course of the meeting, the Grievor asked for a copy of the letter from the parents. Wilson stated in his testimony that as the letter was addressed to himself and the Board, he did not feel he should give it to the Grievor. In his view, the Grievor was well aware of the concerns of the parents prior to the meeting. As a result, he was reluctant to provide her with a copy of the letter, and told her he would take her request under advisement.

At the end of the meeting, Poirer and Wilson concluded that the Grievor should be evaluated closely during the upcoming school year, but that her employment would continue. Wilson advised the Grievor

that ongoing evaluation would occur and there would have to be improvement or action would be taken. Wilson stated that the Division does not have a policy of placing teachers on probation, so that the Grievor's status was not described as such, though this was essentially what occurred.

Wilson wrote to the Grievor on June 16, 1992, (Exhibit 32), summarizing what had taken place during the May 13 meeting, advising that the aim of the ongoing evaluation would be to improve teaching performance and further advising that "other decisions may have to be taken" if her performance did not improve. A copy of the parents' letter of March 31 (Exhibit 27), was attached to this letter.

The incident on June 17 involved the Grievor and students in her grade 5-6 class. The Division did not call any of the students who were involved and as a result, the Board was left with the Grievor's account of what transpired.

The Grievor testified that during the final trimester, she had been experiencing discipline problems with a number of students. She had had similar difficulties at the beginning of the year, but during the second trimester, things seemed to be remedied.

She stated that she received the letter of June 16 on that date. During the following day, she found that four students were acting up. All four were children of parents who had signed Exhibit 27. In keeping with her usual practice, she warned the students about their behaviour. When problems persisted, she put their names on the board. Having done so, she remarked to the class that it seemed a coincidence that the four names were the same as four of the names on the letter that went to the School Board. The class immediately wanted to know what letter she was talking about. She told them that a number of parents had written to the School Board, and that she was disappointed that these parents had contacted the School Board directly rather than approach her. When pressed for more details concerning the letter and what other names were on it, she wrote the other two names on the board.

In her testimony, the Grievor stated that she now recognizes that this was a serious error. She nonetheless remains convinced that, amongst other things, had the letter been given to her in a timely fashion, she could have met with the parents.

Poirer learned of the incident when four of the students attended at her office very upset. After a brief discussion with them, she went to the Grievor's classroom and asked the Grievor if she had in fact written the students names on the board in connection with the letter. The Grievor acknowledged that she had done so. Poirer asked her to erase the names and to come to her office during the recess break.

Poirer then went back and spoke to the group of students who were then in the library. Poirer testified that the Grievor attended on Poirer, they discussed the incident. Apparently, the Grievor told her she felt that the misbehaving students had been influenced by the parents. She indicated that she felt she had the right to complain because of what they were doing to her, and expressed the view that she was being harassed. According to Poirer, she accepted no responsibility for the matter.

After a brief discussion, Poirer advised the Grievor that her behaviour was unacceptable. Poirer made the point that teachers should not draw students into a situation where problems exist between a teacher and parents. Poirer advised the Grievor to return to her classroom for the day. Later that evening, after speaking with Wilson, Poirer instructed the Grievor to take the rest of the week off.

On June 19, 1992, Poirer sent the Grievor a letter, (Exhibit 34) reviewing the incident, as well as the various other incidents that had occurred during the school year. The letter stated that Poirer was convinced that the Grievor could not longer be responsible for a classroom and this would be her recommendation to Wilson and the Division.

Wilson became aware of the incident when a parent attended his office late on the 17th, very concerned about what had taken place, and threatening to remove his child from the classroom. Wilson discussed the matter with the parent, then contacted Poirer and subsequently received a copy of Exhibit 34, as well as a letter from Poirer also dated June 19 (Exhibit 33), outlining what had transpired.

Ultimately, the Board scheduled a meeting on the 25th of June to consider the Grievor's continued employment with the Division. The Grievor attended with a representative of the Union. At the meeting, the various incidents that had occurred over the year were reviewed with the Board, including that of June 17th. Ultimately, the Board concluded the Grievor's contract should be terminated and invoked the emergency provisions in paragraph 6(c) of the contract.

Pursuant to Section 92(5)(d) of the Act, the main issue before this Board is whether the reasons given by the Division for terminating the Agreement constitutes cause.

The Union argues that the dismissal is void because the reasons given in Exhibit 2 were prepared by Wilson and were his reasons, rather than those of the Board. We do not agree with this. While Exhibit 2 was written by Wilson, the evidence disclosed that these same reasons were given to the Board by Wilson as the basis for his recommendation to dismiss the Grievor. The Board accepted the recommendation.

The Union further argues that the Division has not established cause for dismissal. While acknowledging that the incident of June 17 was certainly an error in judgment, the Union maintains that it is not worthy of discipline more severe than a letter of reprimand. As to the events which predated that incident, the Union argues that the difficulties experienced by the Grievor are really a result of a combination of unfortunate circumstances and events beyond the Grievor's control. While this may be true to some extent, in our view it is not an accurate description of the totality of events.

The Union also takes issue with an evaluation of the Grievor's teaching conducted by Poirer and contained in a report dated June 10, 1992, (Exhibit 31).

There can be no doubt that the evaluation process involved was less than perfect, and indeed in some respects, flawed. Nevertheless, we are not able to conclude that the process was fatally flawed. The evaluation concludes with the following:

8. COMMENTS AND RECOMMENDATIONS Mme Geiger has felt overwhelmed at times with the grade 5/6 class. Help was given where possible so that she might succeed. However, there are still areas that need to be supervised:.
a. Curriculum implementation in Science and French
b. Discipline in Basic French
c. Lessons that challenge students to think critically.
d. Methods to ensure that students speak French in the classroom.
It is expected that improvements will be made in these areas. Further evaluation will take place in 1992-93.

After hearing the evidence and reviewing the documentation filed, we are satisfied that the evaluation dated June 10, 1992, represented a reasonable assessment of the Grievor's performance to that date.

Clearly the Grievor was in a difficult situation. She was functioning with a very limited knowledge of English in an essentially Anglophone environment. While she brought considerable teaching experience to her position, all of this experience was accumulated in a different culture and educational system. These were, of course, significant factors in limiting her ability to demonstrate her full potential. As a result, though the decision had been made to continue her employment prior to the June 17 incident, it had been made on the basis of an evaluation that was less than a ringing endorsement of her capacity to handle the task in hand in Thompson. Indeed it was argued that the evaluation demonstrated that as of June 10 there was still some question about her suitability for the position. Again, without reviewing the details of the various incidents throughout the year, the Board is satisfied that the Division's concerns about the Grievor's teaching in this environment were justified.

Regrettably, added to this was the incident of June 17. Counsel for the Union argues that the incident in isolation was worthy of nothing more than a reprimand. In our view, this might be so in circumstances where the incident involved a teacher of some seniority, and who carried an employment record which created a reservoir of goodwill that could then be drawn upon in these circumstances. However, in this instance, the Grievor was, for lack of a better term, almost a probationary employee with an employment record which at the very least raised concerns about her ability to perform her duties. Thus, the consequences of the June 17 incident were much more serious. In our view, it was not unreasonable of the Division to conclude that in all of the circumstances of this case, termination was appropriate. Stated in the language of Section 92(5) of the Act, the Board is satisfied that the reasons given by the Division constituted cause for termination.

The second issue is whether there was an "emergency" within the meaning of Section 6(c) of Form D.

The Employer argues that the circumstances that existed on June 17 were such that clearly the Division had to act in the manner it did. It relies on the decision of the Manitoba Court of Appeal in Re: Kaushal and Agassiz School Division No.13 (1973), 38 D.L.R. (3d) 740, wherein Section 6(c) was considered.

In that case the teacher, amongst other things, did not issue final marks to certain students at the end of

the school year. When ordered to do so by the Superintendent of the School Division, she still did not, and ultimately refused to meet with the Board or offer any explanation. She was dismissed by the Board who invoked Section 6(c). In considering the question of whether there was an "emergency affecting the welfare of the of the district" within the meaning of paragraph 6(c), Guy J.A., states (p.743-744):

> I note first that it was the end of the school year when the board of the school division became aware of the fact that certain students had not been given any marks for their fourth and final "continuous evaluation test". It was disclosed that the students involved were unable to have their papers reread or examined because Mrs. Kaushal had destroyed them. Realizing that such inequitable practices by the teacher, Mrs. Kaushal, would cause great disruption amongst the students, and of course, their parents, the board justified in considering this "an emergency affecting the welfare of the district". This is not an interpretation of the word "emergency" in the narrow sense of "jamming one's foot on the brake when a infant runs in front of an automobile" - but in the wider and more liberal interpretation, namely, the recognition of a critical situation demanding that someone should do something quickly.
>
> It certainly was, as far as the board was concerned, a sudden, unexpected critical situation calling for prompt action. And it is certainly not difficult to distinguish the facts in this case from the facts in the case of *Wright v. San Antonio School District*, [1939] 4 D.L.R. 742 (note), [1939] 3 W.W.R. 280, which were discussed by His Honour the late Judge Stacpoole.
>
> The destruction of the test papers cannot be lightly dismissed by the teacher as an unfortunate error.
>
> In considering the concept of the education system as a whole, it is quite clear that the responsibility for the welfare of the district or its school division rests at the top with the board. The evidence discloses that there are some 200 teachers in the division (which is a very large school division). The board of 12 members, which is required to take the responsibility for the welfare of the district, is entitled to rely on the report of its superintendent when that superintendent has made a careful and wide-ranging investigation. A great many insignificant antagonisms or likes or dislikes were recounted in the evidence. But when the matter of the destroyed test papers, and the lack of marks, or promotion of students, came to light, and Mrs. Kaushal refused to give any explanation, or appear before the board to discuss the matter, in my view, the board was perfectly justified in releasing her.
>
> "Welfare of the district", as that expression is used in the *Public Schools Act*, is the responsibility of the board. This event having occurred in the summer just prior to a new term certainly constituted "an emergency" requiring the quickest attention possible; and therefore, "constitutes cause for terminating the agreement" as required by s. 281 of the Act.

> The whole purpose of the system of education in this Province is to make the board responsible for the welfare of the district and that responsibility cannot be frustrated by one recalcitrant teacher out of 200 in a district, when she flagrantly disobeys instructions and refuses to discuss her actions with the board.

In the Board's view, the situation before us is more analogous to that in Wheaton v. Flin Flon School Division, No. 46 (June 30, 1977), Man. C.A., unreported. In that case, the teacher was dismissed as a result of a series of events, only two of which related to misconduct in the classroom or towards students. These were stated as follows (p.9-10):

1. In notifying your students that by taking a planned field trip some students would likely fail due to missing most essential classes and advising them that they would not receive assistance for these courses if they participated in the trip: thereby causing these students undue stress and anxiety. Also, these remarks were openly critical of the administration and other staff members.

2. In refusing to assist the students with the courses missed upon their return from the school organized field trip, contrary to the instructions of the school principal and superintendent.

Other grounds for the dismissal were related to the teacher's interaction with the school Principal and/or the Division following completion of classes at the end of the school year.

The Arbitration Board that heard the grievance found that the second ground quoted above had not been established. It concluded that the teacher had in fact assisted the students on their return from the field trip. Nonetheless, the Board upheld the Division's decision on the basis of an emergency, applying a definition similar if not identical to that in the Kaushal case.

On appeal, the Manitoba Court of Appeal set aside the decision of the Arbitration Board on the basis that the situation did not constitute an emergency within the meaning of Section 6(c).

Hall, J.A. states in reference to the Kaushal decision (p.5):

> What Guy, J.A. wrote on the subject of the word "emergency" should not be regarded by School Divisions as an open invitation to invoke the emergency clause in every case when it is decided to terminate a teacher's contract because of an unresolved dispute affecting the attitude and conduct of the particular teacher.

In commenting on the fact that item 2 of the reasons for dismissal had not been established. Hall, J.A., comments (p.12-13):

> ...the willingness or unwillingness of the teacher to assist the students after their return from the field trip was at the heart of the dispute. That he did do this special teaching

> was a long step in the direction of composing the difficulties between him and the School Division. Certainly it made the situation something less than an emergency. Moreover, it is not as if Wheaton was unable to teach; in fact he was teaching. His prior conduct, however it may be described, did not, in my view, give rise to an emergency on the date of the termination.

We find these comments are applicable to the current situation. While we are of the view that it was reasonable for the Division to conclude that the Grievor could not continue in its employ, we are not persuaded that an "emergency" existed, at least as that term has been defined by the above cases. As indicated above, while the circumstance of the employment was difficult for both parties, if this same kind of incident occurred against a different backdrop of facts, the Divisions conclusion may well have been different. It is not inconceivable that a teacher with greater seniority and a solid employment record might have received only a reprimand.

Thus, as indicated in the Board's letter of June 11, 1993, the grievance is allowed to the extent that the Grievor is entitled to receive salary in lieu of the notice period set forth in Article 6(b) of the Form D contract.

DATED this 7 September 1993.

D.G. Baizley, Q.C.
Chairperson

I agree in part
G.D. Parkinson, Division Nominee

I agree in part
K. Osborne, Union Nominee

IN THE MATTER OF: AN ARBITRATION
pursuant to Section 92(4) of The Public Schools Act

BETWEEN:

MYSTERY LARK SCHOOL DISTRICT, No. 2355,
(herein called "the Division")
- and -
THE MANITOBA TEACHERS. SOCIETY,
(herein called "the Union")

RE: Grievance of Regine Geiger

REASONS FOR DECISION OF DIVISION NOMINEE

I have had the opportunity to read the Award in the above-noted matter. I concur in the result upholding the termination of the contract of the grievor.

I would have come to a different conclusion on the question of invoking an emergency termination. I adopt the reasoning in Kaushal and Agassiz School Division No. 13 (1973), 38 D.L.R. (3d) 740. I do not find that reasoning inconsistent with the reasoning in Wheaton v. Flin Flon School Division No. 46 (June 30, 1977), Manitoba Court of Appeal, unreported.

In this case the grievor committed the actions which caused the board to justifiably lose confidence in her within 30 days of June 30th, thereby making it impossible for her to receive a full 30 days' notice of termination. The actions committed justified the board in concluding that she could not be trusted in the classroom. While it is true that a teacher with a long and good record with the Division of capably educating students might well have been viewed differently by the board and indeed received only a reprimand as suggested by the chairman, the record of the grievor is such that the board was justified in concluding that there was serious jeopardy to the welfare of the students if the grievor taught in the classroom during the fall term, September 1st to December 31st. Having come to that bona fide and indeed necessary conclusion, the result is clear. Due to the timing generated by the grievor, in my opinion the board had no choice but to take immediate steps to terminate the teaching contract. Accordingly I would not have extended the contract until December 31st and would disagree with an order that she is to receive salary in lieu of notice until that date.

DATED the 17 day of September, 1993.

G.D. Parkinson, Division Nominee

RE: MYSTERY LAKE SCHOOL DISTRICT
AND
THE MANITOBA TEACHERS' SOCIETY

RE: Grievance of Mme Regine Geiger

Dissenting Opinion of K.W. Osborne
September 21, 1993

There are two issues before the Board. One, did the School District have just cause to dismiss the Grievor? Two, if so, was the District entitled to invoke the emergency provisions of the contract.

My answer to both questions is, no. The District did not have just cause to dismiss the Grievor. And it was not entitled to invoke the emergency powers of the contract. Since I agree with the Board on this

last part, I will not address it further. What follows are the reasons for my disagreement with the Board's finding that the District had just cause to dismiss the Grievor.

In arriving at this finding, the Board decided essentially that (1) despite its flaws, the evaluation made of the Grievor's teaching revealed justified concerns, and (2), in the circumstances, the incident of 17 June, 1992, was sufficiently serious to justify termination of contract.

On the first of these two issues, i.e. that of the various evaluations done of the Grievor's teaching, the Board is, in my view, certainly correct that the evaluation process was "less than perfect and indeed in some respects flawed. There is, however, more to be said against it than these words suggest. The evaluations made of the Grievor's teaching certainly cannot be used to substantiate the charge of "substandard performance" made in the letter sent to the Grievor on July 2, 1992, (Exhibit 2). Four points, in particular, stand out.

One, even if it were to be accepted that the Grievor's performance was in fact substandard, the actual evaluations done of her teaching cannot sustain that assessment. The process left much to be desired and the description and communication of the evaluation judgments are capable of varying interpretations.

Two, the Grievor's successful first year of teaching in Thompson in 1990-91 needs to be weighed in any overall assessment of her performance. And, in this regard, it is worth noting that the Grievor was positively evaluated in areas where she was said to be weak in the following year.

Three, there is some evidence that the Grievors teaching in 1991-92 was in some respect innovative and successful. The Board was shown evidence of some of her efforts with her students in this connection. Moreover, the principal's summative evaluation of the Grievor's teaching, prepared in. May 1992 [Exhibit 31] contains its fair share of positive comments.

Four, the specific examples of substandard performance contained in Superintendent Wilson's letter of 2 July can be explained and to some extent answered.

In short, it is my view that the charge of "substandard performance" cannot be substantiated on the basis of the evaluations that were made of the Grievor's teaching.

More important, and in my view particularly persuasive, is the fact that as of 16 June, 1992, the School Board or its administration had itself decided to continue the Grievor's contract for 1992-93, albeit she would be working under "intense supervision". Putting all qualifications and reservations aside, the fundamental question is this: should the teacher be continued in employment or not? In other words, was the standard of teaching acceptable or was it not? As of 16 June, 1992, the School District decided that it was at least sufficiently acceptable to justify continuing the Grievor's appointment.

The District cannot have it both ways, finding an acceptable level of performance before the incident of 17 June, 1992, [at least acceptable enough to continue the Grievor's contract] and then turning round

and judging that very same performance to be “substandard”, with no new information on which to base a new judgment, a few days later.

Thus, in my view, the charge of “substandard performance” cannot be sustained on the basis of the evaluations that were made of the Grievor’s teaching as summarized in Exhibit 31.

This, then, leaves one with the incident of 17 June, 1992. Here also I disagree with the ruling of the majority of the Board and with the argument sustaining that ruling. I am certainly of the view that the Grievor's classroom conduct in that incident was inappropriate. Students should not have been brought into the problems that had arisen between the Grievor, the District and some parents. However, the Grievor’s conduct, while inappropriate, was understandable in the circumstances and merited a lesser penalty than dismissal.

In this respect, it is worth noting that the Board is itself of the opinion that the Grievor's conduct of 17 June was, in and of itself, not totally beyond the pale. This, presumably, is what lies behind the argument that such conduct might have deserved a milder penalty, had it been done by a more senior teacher or by one with a reservoir of goodwill on which to draw. The Grievor, obviously had no seniority and enjoyed little goodwill and so was not given the benefit of any doubts or second thoughts that might otherwise have existed. But it is worth noting that the Board did not find her conduct to be so reprehensible or so objectionable that it unequivocally merited dismissal. This is what makes it so important to take fully into account the context in which the Grievor found herself.

Four considerations are sufficiently compelling to warrant me conclusion that the Grievor's conduct on 17 June, 1992, while inappropriate, did not constitute grounds for termination of contract.

One, not all students were upset and the consequences of the 17 June incident seem to have flowed from the reaction of two girls, and their fathers. These fathers, moreover, seem to have been determined to ensure that the School District must take action.

Two, one cannot ignore the impact on the Grievor of receiving a copy of the parents' letter on 16 June, the very day before the classroom incident. In this regard, Superintendent Wilson’s unsatisfactory handling of the letter when he received it has to be taken into account. In the first instance, he did not show it to the Grievor on the grounds that it was not addressed to her. In the second, she did finally receive it, with signatures still appended, though it is not clear how circumstances had changed to lead the Superintendent to release it, but with no comment or context or explanation. Since she received if on 16 June, it is hardly surprising that she was very upset on 17 June.

Three, though Ms Poirier, as principal of the school, obviously had to take some action, it is at least possible [and perhaps highly probable] that her understandable distress led her to over-react in some ways, especially given the very short time span allowed for reaching a decision after 17 June. Similarly, Superintendent Wilson found himself faced with two understandably upset parents, and a principal whose judgment he respected, and as a result allowed himself to act too precipitously in the circumstances then prevailing.

Four, one cannot ignore the particular circumstances in which the Grievor was placed. First, she found herself teaching a split Grade 5/6 class, which is a difficult task at any time, but especially when complicated by language differences. Second, her only other teaching experience in Canada was her previous year kindergarten, which is a very different proposition. Third, her Belgian teaching experience would not have been as useful as it might seem. Manitoba schools and students are quite different from their European counterparts, and a teacher has to make considerable adjustments when moving from one to the other. Fourth, parents at Deerwood were well aware of and concerned about the prospects of a split 5/6 class even before the school year began, thus putting the Grievor under a certain spotlight, a situation which was made worse by language difficulties in communicating with parents. Fifth, French immersion parents can be particularly demanding when it comes to their children's education. Their very choice of immersion indicates a high degree of interest in their children's education, and in addition they are often concerned lest the concentration on language hinders children in other subjects.

Moreover, the Grievors teaching worried some, rather than all, parents. The Board heard from two parents who did not share those concerns. It seems to have been Mr. Bordas and Mr. Schmidt who took the lead in raising concerns about the Grievor. In effect, they presented the Superintendent and the School Board with a situation in which something had to be done. But what was done by the Superintendent and the Board was done too quickly and without proper consideration of all the relevant elements of the situation.

This is not to fault either Mr. Bordas or Mr. Schmidt. Obviously parents have a right and a duty to be concerned about what happens to their children in school. However, the Grievor did not get the help and support from either the principal or the Superintendent that would have prevented her getting into a difficult spot. The Grievor was not blameless in the situation, but her difficulties were unnecessarily magnified and complicated by the School District's failure to anticipate the problems which were likely to arise.

For all these reasons, therefore, I must disagree with the Board's finding that the School District had cause to terminate the Grievor's contract.

K.W. Osborne
Union Nominee