



No. S-2261040  
Prince George Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

**ANITA RICHARDSON**

**PLAINTIFF**

**AND:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 57 (PRINCE GEORGE),  
TRENT DERRICK and SHUIROSE VALIMOHAMED**

**DEFENDANTS**

**Response to Civil Claim**

**FILED BY:** The Board of Education of School District No. 57 (Prince George)  
(the "School Board")

**Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS**

**Division 1 – Defendant's Response to Facts**

1. The facts alleged in paragraphs 7, 11, 13, 15-20, 30-34, 36, 43-44, 45, 47, 59, 61 and 67 of Part 1 of the Notice of Civil Claim are admitted.
2. The facts alleged in paragraphs 2-5, 9-10, 14, 21-29, 35, 37-39, 41-42, 46, 48-53, 54-58, 60, 62-66, 68-71, and 72-76 of Part 1 of the Notice of Civil Claim are denied.

3. The facts alleged in paragraphs 1, 6, 8, 12, 40 and 77 of Part 1 of the Notice of Civil Claim are outside the knowledge of the Defendant.

## Division 2 – Defendant’s Version of Facts

### The Parties

1. The Defendant, the Board of Education of School District No. 57 (Prince George) (“School Board”) is a board of education continued under the *School Act*, R.S.B.C. 1996, c. 412, delivering educational programs to students from kindergarten to grade 12 in and around Prince George, British Columbia.
2. The Defendants, Trent Derrick and Shuirose Valimohamed are individuals who are former School Board trustees of the Defendant Board (collectively the “Trustee Defendants”).
3. The Plaintiff, Anita Richardson, is a former employee of the School Board.

### Employment Contract

4. The Plaintiff commenced employment with the School Board on or about December 18, 2019.
5. The Plaintiff was employed by the School Board pursuant to an employment contract (“Employment Contract”) which included the following material terms:
  - a. The Employment Contract was for a five (5) year term ending on December 17, 2024, subject to early termination in accordance with the termination provisions of the Employment Contract;
  - b. The Plaintiff was employed in the role of Superintendent and Chief Executive Officer of the School Board;

c. Articles 12.1 and 13.1 of the Employment Contract stated:

12.1 The Board may terminate this Agreement at any time for cause provided that the Superintendent is provided with notice by the Board that such a vote is being contemplated and the reasons therefore and that prior to such a vote being taken the Superintendent has been afforded an opportunity to meet with the Board and to respond to the allegations against her. The Superintendent shall be provided with the decision of the Board in writing. The Superintendent shall not be entitled to any further notice, pay in lieu of notice or severance if her employment is terminated for cause.

13.1 The Board may terminate this Agreement at any time without cause. The Superintendent shall be given notice in writing by the Board that such action is being contemplated and, prior to such action being taken, the Superintendent shall be advised of the reasons for the contemplated action, and shall have an opportunity to respond. The decision of the Board shall be in writing.

d. Article 13.2 of the Employment Contract stated:

13.2 In the event the Board terminates this Agreement without cause, subject to the provisions of the Employment Termination Standards Regulation of the *Public Sector Employers Act*, the Board shall provide the Superintendent with notice of termination or severance in lieu of notice of termination in accordance with the following schedule as set out in the Regulation...

...c) Up to 12 months notice period or severance, if the Superintendent has served or been employed in that position for 18 to 35 months...

e. Article 15.1 of the Employment Contract stated:

15.1 The Board may, in its sole discretion, suspend the Superintendent with or without pay in accordance with the *School Act* where it is deemed necessary pending an investigation...Suspensions with or without pay shall not constitute a breach of this Agreement, constructive dismissal or termination of employment with the Board.

### Plaintiff's Respectful Workplace Complaint and Investigation Report

6. On or about December 11, 2020, the Plaintiff went on a medical leave of absence.
7. On or about March 18, 2021, the Plaintiff filed a complaint against the School Board's seven elected trustees alleging that they breached the School Board's Respectful Workplace Policy

and the School Board's policy on the rights and responsibilities of trustees (the "Complaint").

8. The School Board placed the Plaintiff on a paid administrative leave consistent with School Board practice. The Plaintiff was not medically cleared to return to work from medical leave at any time prior to filing the Complaint.
9. The School Board retained a third-party investigator to investigate the Plaintiff's Complaint.
10. On or about August 17, 2021, the School Board received the investigator's confidential report ("Investigation Report").
11. On or about August 25, 2021, the Complainant was provided a three-page summary of the conclusions of the Investigation Report and was subsequently provided a redacted copy of the Investigation Report.

### **Special Advisors' Report**

12. On or about February 11, 2021, the Minister of Education issued a Ministerial Order appointing two Special Advisors to review the School Board's governance practices and decision-making.
13. On August 27, 2021, the Special Advisors issued a public report dated June 24, 2021 ("Special Advisors' Report"). The Special Advisors' Report was critical of the School Board's operations and management practices and made concerning findings in the areas of School Board leadership and governance, racism/systemic racism, and relations with First Nations.
14. The Special Advisors' Report highlighted the need for the School Board to take steps to improve its approach and practices with respect to the education of Indigenous children, and to take meaningful action to build trust and repair its relationship with First Nations.

15. On or about September 13, 2021, the Defendant Trustees resigned as trustees.
16. Though unrelated, the Special Advisor's investigation and the investigation of the Plaintiff's Complaint occurred at around the same time temporally. Both reports were issued in August 2021.

### Termination of Plaintiff's Employment

17. On January 17, 2022, the School Board advised the Plaintiff in writing that it was contemplating terminating the Plaintiff's employment on a without cause basis for the following reasons:

- The Board of Education is heavily focused on repairing its relationship with the Lheidli T'enneh First Nation, the McLeod Lake Indian Band, and Simpcw First Nation and addressing the issues raised in the Special Advisors' report.
- During the 12 months you were actively working in the district, your relationship with the First Nations was difficult and there was a lack of trust.
- The Board's view is that your continued employment as Superintendent would make a constructive relationship with the First Nations very challenging.

("Reasons").

18. The Plaintiff was provided an opportunity to respond to the Reasons prior to the School Board taking any action with respect to the contemplated termination, including as follows:
  - a. The School Board invited the Plaintiff to respond to the Reasons in writing by 4:00 pm on January 21, 2022;
  - b. On January 19, 2022, the Plaintiff wrote to the School Board requesting certain personal items be returned to her for the purposes of responding to the Reasons. The School Board delivered the requested personal items the same day.

- c. On January 20, 2022, the Plaintiff wrote to the School Board requesting further particulars of the Reasons and a copy of the Investigation Report. She also requested an extension for her response;
  - d. On January 20, 2022, a redacted copy of the Investigation Report was provided to the Plaintiff.
  - e. On January 21, 2022, the School Board responded to the Plaintiff's January 20, 2022 letter and provided the Plaintiff an extension until 4:00 pm on January 24, 2022. The School Board reiterated that an unredacted copy of the Investigation Report could not be provided to her for privacy reasons and further clarified that the Reasons did not require that the Plaintiff respond to the entirety of the Special Advisors' Report.
  - f. The Plaintiff provided a further written response on January 24, 2022.
19. The School Board reviewed and considered the Plaintiff's written responses prior to making its decision to terminate the Plaintiff's employment.
20. The Plaintiff had ample opportunity to respond to the Reasons.
21. The Plaintiff had no contractual entitlement to a hearing prior to deciding to terminate her employment without cause.
22. On January 24, 2022, the School Board passed a motion to terminate the Plaintiff's employment without cause based on the Reasons. The School Board's decision to terminate without cause was communicated to the Plaintiff in writing on January 25, 2022.
23. The Reasons for the Plaintiff's dismissal without cause did not include the Complaint, the WCB Claim, the Investigation Report or any other "allegations" against the Plaintiff beyond the scope of the Reasons communicated.

24. The Plaintiff was provided the severance and all other entitlements due and owing to her, in accordance with the Employment Contract, the *Public Sector Employers Act* and the *Termination Standards Regulation* created thereunder (collectively, the “Act”).

### Division 3 – Additional Facts

1. Since the termination of her employment with the School Board, the Plaintiff has become re-employed in the public sector with another school board.

### Part 2: RESPONSE TO RELIEF SOUGHT

1. The Defendant opposes the granting of the relief sought in paragraphs 1-7 of Part 2 of the Notice of Civil Claim.

### Part 3: LEGAL BASIS

#### Breach of Contract

1. The School Board denies that it breached the Employment Contract, or any other contract between the Plaintiff and the School Board, as alleged or at all.
2. In accordance with the terms of the Employment Contract, the School Board was entitled to terminate the Plaintiff’s employment without cause.
3. The Plaintiff was advised of the Reasons the School Board was contemplating termination without cause and was provided an opportunity to respond in accordance with the terms of the Employment Contract.
4. The Plaintiff has received, or is continuing to receive, her severance compensation and all other entitlements due and owing to her under the Employment Contract and the Act. There is no basis for any claim that the School Board breached the Employment Contract.

### Duty of Good Faith in Manner of Termination

5. The School Board denies any breach of the duty of good faith in the manner of termination, as alleged or at all.

### Jurisdictional Response

6. At all material times, the Plaintiff was a “worker” as defined in the *Workers’ Compensation Act*, R.S.B.C. 2019, c.1 (“WCA”) and the School Board was an “employer” as defined in the Act.
7. All claims made by the Plaintiff in the Notice of Civil Claim for damages arising out of any personal injuries allegedly suffered by the Plaintiff out of or in the course of employment with the School District are barred by operation of sections 127 and 135 of the Act. Such claims can only be pursued under the Act and this court has no jurisdiction over them.

### Damages

8. In the alternative, the School Board denies that the Plaintiff suffered any loss, damage or expense, as alleged in the Notice of Civil Claim, or at all.
9. Further, and in the alternative, if the Plaintiff has suffered any loss, damage or expense, which is not admitted but expressly denied, then:
  - a. such loss, damage and/or expense was not caused by the School Board;
  - b. the Plaintiff has failed to take reasonable steps to mitigate any loss, damage and/or expense arising from the alleged breaches;
  - c. in the further alternative, the Plaintiff has mitigated any loss, damage and/or expense arising from the termination of her employment with the School Board.



### **Aggravated, Punitive and Special Damages**

10. Further, there is no basis for an award of aggravated damages, or additional damages for alleged bad faith conduct in the manner of termination because:
  - a. the Plaintiff's claims are barred by operation of the WCA;
  - b. the School Board has not committed any independent actionable wrong against the Plaintiff, as alleged or at all;
  - c. the School Board denies that the Plaintiff has suffered any compensable loss, damage or expense arising from any independent actionable wrong by the School Board, as alleged or at all;
  - d. if the Plaintiff has suffered any compensable loss, damage or expense, such loss, damage or expense was not caused by the School Board or the termination of the Plaintiff's employment with the School Board, as alleged or at all.
25. There is no basis in law for an award of punitive damages because the School Board did not engage in any extreme, harsh, vindictive, reprehensible, malicious behaviour, or any behaviour departing to a marked degree from ordinary standards of decency with respect to the Plaintiff, or which otherwise warrants condemnation or rebuke from the Court, as alleged or at all.
26. Special damages are not available to the Plaintiff in these proceedings because the material facts supporting such a claim have not been plead in the Notice of Civil Claim.

### **Pleadings**

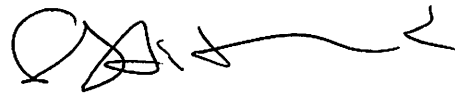
11. The Notice of Civil Claim filed by the Plaintiff is prolix and is not limited to the material facts required to plead the Plaintiff's claims. The Notice of Claim should be struck accordingly.

12. Several paragraphs of the Notice of Civil Claim refer to without prejudice communications between legal counsel and should be immediately struck from the Notice of Civil Claim.

Defendant's address for service: Harris & Company LLP  
Barristers and Solicitors  
1400 - 550 Burrard Street  
Vancouver, BC V6C 2B5  
Attention: Geoffrey J. Litherland

Fax number address for service: 604. 684 6632

Dated: 2 August 2022



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Signature of lawyers for Defendant  
Geoffrey J. Litherland

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.