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. Parties in correspondence with the Educational Department will please quote the number and date of any previous letters to which they may have occasion to refer as it is extremely difficult for the Department to keep trace of isolated cases, where so many letters are received (nearly 600 per month) on various subjects.

THE article on the first page of this number of the *Journal* is worthy of the careful consideration of the Local Superintendents and others interested in the progress of our Public School system. It contains the opinions of an able Educationist, on the practical difficulties experienced in the working of a system of public instruction. These opinions Dr. Sears has, in retiring from the important post which he has for some years occupied, thus formally embodied in a final Report to the Legislature, as the results of his experience and observations.

In so thorough an examination and review of these difficulties, Dr. Sears designed that his remarks should serve as a check to the more enthusiastic—a corrective of the evils which an undue desire for display invariably produces, and a remonstrance addressed to those who, with less patriotism and foresight than avarice and self-opinion, seek to impede the Trustees and Teachers in the performance of their important and invaluable services to the public.

The difficulties experienced in the working of a system of public instruction, (to which Dr. Sears refers,) cannot have escaped the attention of Local Superintendents and Boards of School Trustees. Some of these difficulties may, to some extent, be removed, or at least very materially lessened, through the active exertions of Local Superintendents and Boards of Trustees; and the suggestions and advice contained in the extract from Dr. Sears' Report, will greatly aid them in this duty. We, therefore, direct their attention carefully to the subject, in connection with the article on the first page.

DISPUTES BETWEEN TRUSTEES AND TEACHERS.

A number of applications for advice have lately been made to the Educational Department, with a view to the settlement of disputes which have arisen between Trustees and Teachers in regard to salaries, &c. These applications have been made, in some instances, in ignorance of the law, and parties have incurred a good deal of expense and delay in transmitting a voluminous and detailed statement of their case, sometimes entirely *ex parte*, in order to obtain the decision of the Chief Superintendent of Education thereon. To all such applicants for advice the reply has invariably been, that the law provides but one mode for the settlement of these disputes—that neither the Chief Superintendent nor the Courts of Law can entertain them, but that they must be submitted to arbitration, and that the award of the arbitrators is *final in all cases*.

The section of the Common School Act of 1850, relating to this matter, is as follows:

“XVII. And be it enacted, That any teacher shall be entitled to be paid at the same rate mentioned in the agreement with the trustees, even at the expiration of the period of his agree-

ment, until the trustees shall have paid him the whole of his salary as teacher of the school, according to their engagement with him;* Provided always, that in case of any difference between trustees and a teacher in regard to his salary, the sum due to him, or any other matter in dispute between them, it shall be lawful to submit such matter in dispute to arbitration, and each party shall choose one arbitrator, and in case either party in the first instance shall neglect or refuse to name and appoint an arbitrator on his behalf, it shall be lawful for the party requiring such arbitration, by a notice in writing to be served upon the party so neglecting or refusing to make such appointment, to require the opposite party within three days, inclusive of the day of the service of such notice, to name and appoint an arbitrator on his behalf, which notice shall name the arbitrator of the party serving such notice; and in case the party upon whom such notice is served, shall not within the three days mentioned in such notice, name and appoint such arbitrator, then the party requiring such arbitration shall and may nominate and appoint the second arbitrator, and the two arbitrators in either way chosen, and the Local Superintendent, or any person chosen by him to act on his behalf, in case he cannot attend, or any two of them, shall have full authority to make an award between them, and such award shall be final.” The fifteenth section of the Supplementary School Act of 1853, also enacts: “That the arbitrators mentioned in the said seventeenth section of the said Act, shall have authority to administer oaths to and require the attendance of all or any of the parties interested in the said reference, and of their witnesses, with all such books, papers, and writings as such arbitrators may require them or either of them to produce; and the said arbitrators, or any two of them, may issue their warrant to any person to be named therein, to enforce the collection of any sum or sums of money by them awarded to be paid, and the person named in such warrant shall have the same power and authority to enforce the collection of the money or moneys mentioned in the said warrant, with all reasonable costs, by seizure and sale of the property of the party or corporation

* The following is the form of Agreement between Trustees and Teacher:

We, the undersigned, Trustees of School Section No. —, in the Township of —, by virtue of the authority vested in us by the fifth clause of the twelfth section of the Upper Canada School Act of 1850, have chosen [*here insert the Teacher's name*] who holds a — class certificate of qualification, to be a Teacher in said School Section; and we do hereby contract with and employ such Teacher, at the rate of [*here insert the sum in words*] per annum, from and after the day hereof; and we further bind and oblige ourselves, and our successors in office, faithfully to employ the powers with which we are legally invested by the said section of said Act, to collect and pay the said Teacher, during the continuance of this agreement, the sum for which we hereby become bound—the said sum to be paid to the said Teacher, [*quarterly, &c., as the case may be.*] And the said Teacher hereby contracts and binds himself [*or herself*] to teach and conduct the School, in said School Section, according to the regulations provided for by the said School Act. This agreement to continue [*here insert the period of agreement,*] from the date hereof.

Given under our hands and seals, this — day of —, 18—.

I. K., Witness.

A. B. } Trustees. Corporate Seal.
C. D. }
E. F. }
G. H., Teacher. Seal.

Agreements between Trustees and a Teacher must be signed by at least two of the Trustees and the Teacher, and must have the corporate seal of the section attached. But no corporation has power to make an agreement providing the Teacher with board and lodging—7 U. C. Q. B. R. 130. Agreements made after the 1st of October, are not binding after the annual meeting, unless signed by the two Trustees remaining in office.

No deduction whatever can be lawfully made from any Teacher's salary for any allowed holidays or vacations; nor for the exemption of indigent persons, authorized by the tenth clause of the twelfth section of the School Act of 1850.