

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

KATHLEEN MACLEAN, 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 KM will be referred to as "the Registered Teacher".
- 1.2 On April 3, 2017 the SPTRB received a complaint from [XXXXXXXXXX].
- 1.3 The Registered Teacher was employed as a teacher by [SCHOOL XXXXX] in [XXXXX], 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; or*

and as defined in section 20.1 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;

...

(g) signing or issuing a document in the teacher's professional capacity that the teacher knows or ought to know contains a false, improper or misleading statement; or

(h) falsifying a record relating to the teacher's professional responsibilities; providing false information or documents to the registrar or to any other person with respect to the teacher's professional qualifications.

1.4 Facts were found to support the allegations as follows:

1.4.1 During times material to the described conduct:

- a. The Registered Teacher was aware of accreditation policies in Saskatchewan.
- b. Teacher A was not accredited by the Saskatchewan Ministry of Education to create and deliver final exams for grade 12 English courses.
- c. Teacher B was accredited by the Saskatchewan Ministry of Education to create and deliver final exams for grade 12 English courses.
- d. The Registered Teacher was, or ought to have been aware of, the accreditation status of both Teacher A and Teacher B.

1.4.2 In September 2014, as principal and director of academics of [SCHOOL XXXXX], the Registered Teacher scheduled Teacher A to teach English Language Arts A30 and assigned Teacher B to team teach with Teacher A.

1.4.3 On or around December 2014, the Saskatchewan Ministry of Education advised the school of a database scheduling error because Teacher A was scheduled to teach a course that required an accredited teacher or required a departmental exam (English Language Arts A30). Departmental exams were required because Teacher A was not accredited for English Language Arts. In response to this error, the Registered Teacher approved school administrative staff to change the registration of students from Teacher A to Teacher B within the Ministry of Education's database.

1.4.4 In January 2015, the Registered Teacher directed Teacher A to deliver the final exam prepared by Teacher B to his ELA A30 students. Teacher A did so, graded the exams himself, and submitted the students' grades to the school's database. With the approval of the Registered Teacher, grades submitted by Teacher A to the school's database were submitted to the Ministry of Education's database with Teacher B as the instructor.

1.4.5 In September 2016, as principal and director of [SCHOOL XXXXX], the Registered Teacher scheduled Teacher A to teach English Language Arts A30 in the fall 2016 term and English Language Arts B30 in the winter 2017 term as well as assigned Teacher B to team teach with Teacher A.

1.4.6 In January 2017, the Registered Teacher directed Teacher A to deliver the final exam prepared by Teacher B to his ELA A30 students. Teacher A did so, graded the exams himself, and submitted the students' grades to school's database. With the approval of the Registered Teacher, grades submitted by Teacher A to the school's database are submitted to the Ministry of Education's database with Teacher B as the instructor. Both Teacher A and Teacher B are unaware of how the grades are submitted to the Ministry of Education.

1.5 Facts were found to support these allegations as follows:

1.5.1 The Registered Teacher's written response and interview statement.

1.5.2 Interview statements of other witnesses.

1.5.3 Information and data gathered from the Ministry of Education and the school.

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 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; or*

1.6.1 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 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;

...

(g) signing or issuing a document in the teacher's professional capacity that the teacher knows or ought to know contains a false, improper or misleading statement; or

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, CONDITIONS, RESTRICTIONS AND PENALTY

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 The Registered Teacher will receive and accept a reprimand.

- 3.3 The Registered Teacher will successfully complete, at her expense, “Saskatchewan Principals’ Short Course” offered by the Saskatchewan Educational Leadership Unit at the University of Saskatchewan and provide proof of attendance and completion to the Registrar.
- 3.3.1 The course must be completed within 3 months of signing of the agreement or have been completed within 3 months prior to this agreement.
- 3.3.2 If the Registered Teacher does not successfully complete the course requirement by the condition date she will immediately advise the Registrar in writing of the reason(s) she has not successfully done so and set out the date by which she proposes to do so, at which time the Registrar may extend the deadline.
- 3.3.3 If the Registered Teacher does not provide satisfactory proof of completion of the course requirement by the condition date or the extended deadline, the Registrar will report the matter to the Professional Conduct Committee for review and further action.

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
KATHLEEN MACLEAN
REGISTERED TEACHER

original signed
Witness

Date: August 30, 2017

Date: August 30, 2017

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: September 1, 2017

Date: September 1, 2017