



IN THE MATTER OF THE *TEACHERS ACT*, SBC 2011 c. 19

AND

IN THE MATTER CONCERNING

ALBERT CHARLES BAKER



CONSENT RESOLUTION AGREEMENT

BETWEEN:

THE COMMISSIONER, APPOINTED UNDER THE *TEACHERS ACT*  
(the “Commissioner”)

AND:

ALBERT CHARLES BAKER  
(“Baker”)

**BACKGROUND and FACTS**

1. Baker holds a valid Professional Certificate of Qualification, No. [REDACTED]. It was issued by the B.C. College of Teachers under the *Teaching Profession Act* on July 2, 1991, is valid from September 1, 1991, and was continued under the *Teachers Act* as of January 9, 2012.
2. At all material times, Baker was employed as a secondary school teacher by School District No. 43 (Coquitlam) (the “District”) at a school in the District (the “School”).
3. On September 11, 2018, the District made a report to the Commissioner regarding Baker, under section 16(2) of the *School Act*.
4. In the 2017-2018 school year, Baker was employed as an English teacher and head of the English department at the School, where he taught one class of English 12, when:
  - a. Baker distributed to his English 12 students for exam preparation purposes copies of [REDACTED]

parts of English 12 Provincial Examinations that had been previously given, but which the Ministry of Education held as “secure” and had not released to use as study or practice aids (the “Secure Exams”). In particular, Baker distributed at least 15 readings and corresponding questions from Secure Exams.

- b. The following statement was printed on the front of the Secure Exams:

SECURE EXAM Distribution of this exam is permitted for exam administration purposes and must be returned to the Ministry of Education. Copying, storing or sharing this exam, in part or in whole, is a direct violation of exam security policy.

- c. At least some of the readings and questions that Baker distributed to students had been received by Baker from the Ministry as part of his contract of services to mark the English 12 Provincial Exam.
- d. From 2010 to 2018, Baker worked as a marker for the Ministry of Education and was engaged to mark the English 12 Provincial Exam 33 times. This contract stated that Baker was required to treat as confidential all information and material to which he was given access as a marker and the contract stated that he was not permitted to disclose or use this material without the Province’s express prior written consent, including for the purposes of student exam preparation. The contract also stated that the Province may report any breach of these provisions to the Commissioner.
- e. Baker was aware from his work as a marker that the Ministry of Education re-used readings and questions from the Secure Exams.
- f. Baker breached the terms of his contract as a marker by keeping the materials he received as a marker and using and distributing them for the purpose of student exam preparation, when he knew he was not permitted to do so.
- g. Further, Baker was aware that the Ministry of Education exam rules state that students “must not be in possession of or have used any secure examination materials prior to the examination session” and that state that student who cheat on an examination will receive a zero mark. By giving students materials from the Secure Exam, Baker jeopardized the students’ final grades and academic integrity.
- h. When Baker’s class took the English 12 Provincial Exam in June 2018, it included content from Secure Exams, which Baker had given to these students.

- i. Baker became aware on the morning of the June 2018 English 12 Provincial Exam that it included reading packages that he had previously given to his students.
  - j. Baker decided not to tell the School administration or anyone else of his breach of exam security. Baker also did not tell anyone about his conduct when he was questioned by a teaching colleague and by two students about how his students had readings and questions used on the June 2018 English 12 Provincial Exam before that exam.
  - k. When Baker was questioned by District staff on July 3, 2018, he was not honest about the extent to which he had distributed Secure Exam material to students, saying only that he had distributed three readings, when he knew he had distributed more content from Secure Exams.
5. On August 20, 2018, the District disciplined Baker by suspending him for ten days without pay and requiring him to relinquish his position as the English department head at the School.
  6. On June 7, 2019 the Commissioner considered this matter and determined to propose a consent resolution agreement to Baker, in accordance with section 53(1)(a) of the *Teachers Act*.

## CONSEQUENCES

7. This Agreement is made under section 53 of the *Teachers Act*.
8. Baker understands and acknowledges that this Agreement is not effective until executed by the Commissioner, and that the date of execution by the Commissioner will be the effective date of this Agreement (the "Effective Date").
9. Baker admits that the facts set out in paragraphs 1 to 5 of this Agreement are true.
10. Baker admits that the conduct described in paragraph 4 of this Agreement constitutes professional misconduct and is contrary to Standard #2 of the *Standards for the Education, Competence and Professional Conduct of Educators in British Columbia*, Fourth Edition, January 2012.
11. Baker agrees to a suspension for five days of his certificate of qualification under sections 53 and 64(b) of the *Teachers Act*. Two of these days were served retroactively and the other three days of suspension will occur on December 4, 5 and 6, 2019.

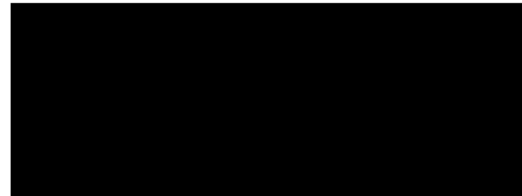
12. In determining that a suspension is an appropriate consequence, the Commissioner considered Baker's dishonesty when:
  - a. Baker used content from multiple Secure Exams to prepare his students in 2018 and did so over a period of time, using materials he had obtained as a marker in breach of the terms of the marking contract.
  - b. Baker became aware on the morning of the English 12 Provincial Exam that it included content from a Secure Exam that he had improperly shared with his students, he did not disclose this fact to School or District staff.
  - c. during the District investigation Baker gave misleading answers about the extent to which he had given students content from previous Secure Exams.
13. Baker agrees not to make any statement orally or in writing which contradicts, disputes or calls into question the terms of this Agreement or the admissions made in it.

#### **EFFECT OF THE AGREEMENT**

14. The Director of Certification will record the terms of this Agreement on the Branch's online registry under section 79(d) of the *Teachers Act*.
15. Baker acknowledges that this Agreement will be published in accordance with section 54 of the *Teachers Act*, which includes posting the Agreement, in full, on the following website: [www.teacherregulation.gov.bc.ca](http://www.teacherregulation.gov.bc.ca).
16. Notification of this Agreement will be made in accordance with section 55 of the *Teachers Act*.
17. A breach by Baker of any term in this Agreement may constitute professional misconduct which may be the subject of separate discipline proceedings.

18. Baker acknowledges and understands that if the Commissioner has reason to believe that he has breached any term of this Agreement:
- a. the Commissioner may initiate an investigation under section 47(1)(b) of the *Teachers Act* into his conduct; and
  - b. the conduct and matters described in the “Background and Facts” to this Agreement are admissible in that inquiry as proof that Baker has admitted to the conduct and matters set out in this Agreement.
19. Baker acknowledges that he has voluntarily entered into this Agreement after being advised of his right to obtain independent legal advice, and that he fully understands the terms and conditions set out in this Agreement.

Signed in Cowichan, B.C.  
this 7<sup>th</sup> day of October, 2019.



Albert Charles Baker

Signed in Vancouver, B.C.  
this 17 day of October, 2019.

  
Howard L. Kushner, Commissioner