

Caroline Karason

CASES 2023

Part 2/4

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2. Pages 50-79 of the 79 page case/s Summary Document including Richard Transcript, Meeting Notes and Meeting Minutes (numbered 241-265) (30 pages)
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They keep changing case numbers. There was only one hearing on this date. Both myself and Thordur were in attendance and I won the case.

19 March 2020

Our Ref: 19066520U/SE/H

Dear Sir/Madam

MAINTENANCE ORDERS

Notification of outcome of hearing to Applicant

Mrs Caroline OKarason - v - Mr Thordur Karason

This case was heard on 04 March 2020 at Basildon Magistrates' Court and Family Court.

The Respondent attended

The Court Ordered:

- See attached

Yours faithfully

Mrs T Burch
Court Officer

I was also in attendance but omitted and bizarrely prepared a seat next to Mr Thordur Karason in the Court room even though they were aware of the domestic abuse. When I mentioned this, their reply was that this was a separate court. (which was strange as we both attended a connected custody hearing in the same Basildon Court, which resulted in a S7 report being made just some 2 weeks prior- 4th of March)

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They keep changing case numbers. There was only one hearing on this date. Both myself and Thordur were in attendance and I won the case.



IN THE FAMILY COURT

BETWEEN

Mrs Caroline O Karason
Applicant

And

Mr Thordur Karason

Respondent

BEFORE the Magistrates sitting at Basildon Magistrates' Court and Family Court

ON 04 March 2020

Decision.

This matter started as an application for reciprocal enforcement.

Mrs Karason applied to the CMS for regular payments. She was advised that Mr Karason had no income and so received a NIL assessment. As a result she has made an application to the court for reciprocal enforcement. Such application was sent to Iceland where it was believed that Mr Karason was residing since he could not be traced in the UK. It has since transpired that Mr Karason is still resident in the UK but does not receive any income that can be assessed by the CMS.

Mrs Karason is aware that Mr Karason owns a property in Iceland and as such asks the court to make a lump sum payment against his Icelandic property. The matter is listed before the court today for the first hearing of that application.

Mr Karason resists the application for a lump sum payment and has provided a letter in support from his solicitors Sternberg Reed who take issue with the courts Jurisdiction to make any orders.

We have made an order for maintenance in favour of Caroline Karason for the benefit of Shemaiah Karason. We have been told that there was an application to the CMS but the application gave a nil assessment. CMS are not entitled to consider any funds received from outside the UK. Mr Karason has given evidence to the court to say all of his income is received from Iceland and that this income supports his lifestyle he has money to spend on what would be considered luxury items and does not regularly exceed his income. We were told that he has some savings but is using these for his legal fees currently. On the basis that CMS are not entitled to take international funds into account but the Court is, we make an order for maintenance on the basis that we find he has the means to support his child and it is both necessary and proportionate to order him to do so. We are satisfied that we do have jurisdiction to do this under the exceptions in the Child Support Act 1991. We order this as a "top up" order to the CMS nil assessment and we have power to do this under S8 (6) of the Child Support Act 1991. A nil assessment by the CMS falls within the defined exceptions when the court can make an order where the CMS cannot. We considered, as we would in

Case No: 19066520U/SE/R

any maintenance case, Mr Karason's gross income we which have been told is approximately [] a month.

We have made the order considering the thresholds that would be applied where there is one child to pay maintenance for at 12% of that Gross income. This would be [] a month. We have made an order that he pay [] however there are arrears to consider in addition. We order that maintenance is due from the date the application was made on the 17/06/2019 therefore arrears are due of [] And these arrears must be cleared at the rate of [] month, thereby making Mr Karason's obligations to his child to be [] until the arrears are cleared. Once the arrears have been paid payments can reduce to []

We refuse the application to make any lump sum payment out of the property in Iceland. We have considered the letter from Mr Karason's solicitors and note the contents. We determine that the court does have power to make a maintenance order under the provisions cited above. In relation to whether there should be a financial lump sum from the property in Iceland, the case is listed before Justices today. The allocation of business guidelines would suggest that a court making a financial lump sum order in relation to a property and particularly a property abroad (and outside the EU) should be heard by at the very least an experienced District Judge or more likely a Circuit Judge. On the basis that the Court is satisfied there is power to make a maintenance order the court declines to make any order in relation to any lump sum. The court determines that the appropriate course of action to secure some maintenance for Shemaiah has been taken. If there is any default then any enforcement before the court should be listed before a DJ or CJ at which point the issue of lump sum payments can be revisited.

IT IS ORDERED THAT:

We make an order for maintenance of Shemaiah Karason in the sum of [] per month by Thordur Karason to be paid into MBEC (to be paid to Caroline Karason) We backdate the order to the date of application (rather than date of birth) so there are 9 months arrears of []

To clear the arrears there will be an additional payment of [] per month. Once the arrears are cleared the sum of [] will be paid until Shemaiah reaches the age of 17 or finishes full time education or further order of the court. First payment of both maintenance and arrears to be made to the court on the 1st April 2020.

We order payments to be made through the court so there is an audit trail of payments made and clarity should there ever be a need to enforce payments. We ask that MBEC send a form of authority to Mrs Karason so that in the case of any default MBEC can start enforcement proceedings without her need to instigate them herself.

We note that Mr Karason expressed a desire to appeal today's decision but we reiterate that payments must be made until such time as any appeal is made and payments are officially suspended (if indeed they are). Shemaiah is entitled to financial support from his father and Mr Karason should give this priority over other luxury expenditure. Additionally, we note that there are child arrangements being considered and reiterate that paying maintenance to a child is not precursor to contact. The child is entitled to a relationship with both parents where it is safe to do so and paying maintenance or not receiving it should not impact that right to a relationship.

Justices Mrs Brimley, Mr Sillitoe and Mr Rothon
Basildon Magistrates Court 04/03/2020.



Here with my son, November 2023 in Egypt.
I travelled on the same passport that I had since the 30th of November 2017 with my name 'Caroline Karason'

RICHARD TRANSCRIPT

Employment Tribunal

25 pages

Please note:

I was pregnant during this meeting and made to sit in between two members of staff which I find very weird.

Transcript - 2nd May 2018

Richard: Hi Caroline

Caroline: Hi.

Richard: (???)

Caroline: Thank you.

Jo Jaffa: Are you hot?

Richard: I am, I'm boiling.

Jo Jaffa: You must not be the only one.

(???)

Richard: Just been in a hall with a 500 kids. Sorry to call you, sorry to call you in so quickly, erm I just wanted, I think, a couple of things we need to try and clarify erm.

Caroline: Yeh

Richard: Can you explain what was going on or what happened this morning? We were, I'll be honest, at...

Caroline: This morning...

Richard: ...period, period 2, er, I appreciate, because I didn't know at the time but we, you put in a request for absence...

Caroline: Yep

Richard: ...erm to which you were emailed and said can you organise it outside of school time.

Caroline: Yep

Richard: Erm, and I'll be honest with..., where you weren't signed out, there was no one there, no cover work had been set, we had people looking for you, I was a bit concerned that we were...

Caroline: Yeh, I didn't set cover work, erm but Cormac took the lesson

Richard: Cormac took the lesson because there was no teacher there, not because he knew he was going to take the lesson but he took over he took the lesson because no teacher had turned up.

Caroline: But I did put in the request and he did sign it...

Richard: He...

Caroline: ...and then I sent a message erm last night.

Richard: But he sent, ye yeh your absolutely right, the process though is for the the blue form to be filled in that Cormac signed that then goes to er Grainne

Caroline: I gave it in.

Richard: Yeh, but then you received an email saying can you organise it in, outside of school hours.

Caroline: And then I sent a message saying I couldn't organise it...

Richard: That was...

Caroline: ...outside of...

Richard: ...this morning though wasn't it?

Caroline: No that was last night.

Richard: What time last ni...?

Caroline: About 5 o'clock?

Richard: The..., Right, ok. The reason, what, its only because when I'm looking on here it does say on if you need to amend the appointment please contact...

Caroline: And I did call them and I haven received anything back and its actually erm, its, you cant speak to someone.

Richard: Yeh yeh I know it says leave a message... (???) ...for the NHS

Caroline: I've done it twice and I cant reschedule it but the midwife called me yesterday and she's like you have to take it at this time because its time sensitive which I've put in the email yesterday.

Richard: Yeh yeh I know, I appreciate its time sensitive, erm, but its time sensitive during the day, well I'm not gonna claim to know all about the hormonal aspects of it erm in which case I can understand the misunderstanding that may have occurred. Why was no cover work set then?

Caroline: Yeh, so I will ca, I will put cover work but I said to Cormac who is it that I give cover work too because I'm not sure who it is that I give it to. Do I give it in with the blue form?

Richard: I'm gonna be honest Caroline

Caroline: Or do I send it to who?

Richard: You've been here for, for 9 months?

Caroline: That's true, but I've only put in two of those forms and the other time I didn't do cover work and it wasn't a problem then.

Richard: During the induction, in our...

Caroline: I didn't really get a proper induction

Richard: During the time here...

Caroline: Yep

Richard: ...cover is being set. Cover work is always given in to your Head of Department, its always handed in to the Head of Department

Caroline: Well I know that now, but I didn't know that before

Richard: And, er, we were under, er, I'm gonna be honest, we are trying to do this as a supportive process, we need to understand what how we can support you in this. The cover work wasn't set, we didn't think the students were unaware. If you thought that the email or there was a confusion because we had told you that we needed you to organise it outside of school time, you it would have been courteous or we would ask you to let us know that you are not going to be in there we could then have made sure...

Caroline: But I did, I did let you know...

Richard: No, you sent us a letter.

Caroline: ...so is this about me not being there or the cover work?

Richard: Er, well, to be honest, this, er, I wanted to find out what the situation was for some... (???) ...because it could have been either. First of all, the permission wasn't granted for the ref, for the cover to be taken...

Caroline: And then I said that actually this isn't just a normal blood test and this particular one can't be rebooked.

Richard: We received, we received, an email first thing this morning that had been sent last night that was stating that it was (???) age sensit., or time sensitive. I'll be honest I'm not a Doctor, I don't know what that means but I do know that on the letter its says that it can be rearranged, it says specifically on there.

Caroline: And I've called, so you can call up that number, I've called them and left a message..

Richard: It's not my responsibility. I'll be honest Caroline

Caroline: No it's true. But I'm just saying, if you want to say that...

Richard: I'm not...

Caroline: ...I've tried to rearrange and what I have put in the message is that it has been difficult to rearrange not only in during school time even outside, whichever...

Richard: Yeh, they are, they are difficult to rearrange...

Caroline: ...it just can't be rearranged and if I rearrange it and it could be rearranged its going to be over the time limit of what of when I'm supposed to take it so this was the only time that I could take it.

Richard: Ok, in which case that then does trigger the cover situation because we to honest we were set with a situation where a member of staff, yes it was Cormac, yes he is Head of Faculty, he is the (???) had to go into class unprepared

Caroline: But you, its not like you didn't know though.

Richard: No, we didn't know because....

Caroline: But I sent that message so it's not like he didn't know. Fair enough I don't have cover work, I accept that, but you can't say that you didn't know because I did send a message today saying I can't... erm last night saying I can't rebook it.

Richard: The message that came through sorry, have you got that ker erm... (Long Pause)

The one that came through this morning have you got that erm?

Caroline: That was the one from yesterday. I didn't send one this morning.

Richard: That's the one from yesterday.

Caroline: I didn't send one this morning.

Richard: Erm, can I?... "It's been very difficult to rebook whether (???) or outside of school hours, today I also received an appointment from my..." The midwife one we can, we can, we can look at. So again it comes down to it but its basic expectations, I'm gonna be brutally honest with you, now...

Caroline: But this is not a normal blood test. If this was a normal blood test, I could sit here and I could be like that's fine I'll rearrange it, but this particular one I can't rearrange and it wasn't even at my normal Doctors. This was booked by the hospital.

Richard: I... and I appreciate its not...

Caroline: This isn't even like a normal blood test

Richard: I suppose what we are asking for is comunica... is best communication

Caroline: That's fine, but who is it that I communicate that to?

Richard: There's a cov... every cover system goes through Dionne. Whether it be calling in for lateness, whether it be (???)... and we've had this conversation.

Caroline: That's fine, but doesn't Dionne get the blue slip, so after it goes to Jo doesn't it...

Richard: But think about the time scale this morning.

Caroline: But there was still time this morning though.

Richard: We have a school to run as well.

Caroline: That's true, but nobody, nobody like, spoke about it at all like to me. Nobody said "ok do you have cover work?" this morning. Nobody...

Richard: No, because...

Caroline: Nobody asked me or anything.

Richard: By the time Dionne, by the time it was received this morning, ok, its period 1, we have to organise the time of the day.

Caroline: Yep

Richard: To expect us to then do the chasing around to do the (???). I could then level back at you that you didn't say what cover work, do I need to set any cover work because the lesson is not being run.

Cormac: Well this is the thing, this is what I said to Cormac its true I didn't provide cover work, but next time what I'll do I can put cover work in with the blue form...

Richard: And that's what we've got...

Caroline: When I give it in, if you want me to do that.

Richard: Absolutely I want you to do that.

Caroline: I can do that, but I said to him who do I give it to? Shall I give it to him or do it with the blue forms? But if you want me to give it in with the blue form and give it to him. I can do that

Richard: I think what we need to do is...

Caroline: ...That's not a problem.

Richard: ...we need to ensure that you have a copy of the handbook which is is everybody has, ok?

Caroline: I don't have one.

Jo Jaffa: There's a copy on SIMS.

Richard: There's a copy on SIMS, its available on...

Caroline: Well I don't have an actual...

Richard: We don't do solid, if you feel, if you feel that you want us to print you a solid copy, obviously its 190 pages, its worth and its look up able. So, I suppose what I'm after, what I'm asking for, you know, er, that we've have previous meetings regarding lateness, regarding other other aspects...

Caroline: Yeh, lateness.

Richard: ...of general expectations. The lateness has continued even up until yesterday.

Caroline: So, with the lateness...

Richard: I'm not sure, yesterday but...

Caroline: I think the day before.

Richard: Yeh, the day before.

Caroline: So with lateness, I did actually send Dionne a message but it was too late, so I sent her a message erm, saying that I was not able to make that time but then I sent a message to Matt because he said he took, he took my lesson

Richard: We had to cover it, yeh

Caroline: Yeh, so he said he took it, but then he gave me his mobile number so that I can call him like in the future if I'm running late but I didn't have a number to call Red College directly.

Richard: Is there anything that is causing the lateness to happen?

Caroline: I, I, don't want to discuss that.

Richard: Ok that, then, that's your right, that's your right to do that however, there is a general expectation for you to be...

Caroline: Yes to notify someone at least if I'm going to be late.

Richard: And also, if there is going to be a pattern of lateness or continued lateness for us to address it. Now at both of the meetings we've had previously regarding (???) regarding lateness...

Caroline: Both meetings? I've not had a meeting with you about this.

Richard: Not with me

Caroline: I've had...

Richard: but you've had through your line management (???)

Caroline: One, I've had one with Cormac.

Richard: And it says at the bottom of that meeting that if there is continued lateness there would have to be a conversation and that would need to be (???) and that's the conversation we are having now.

Caroline: That's fine.

Richard: So it has been put through that, ok.

Caroline: That's fine.

Richard: Now, what we want to do obviously is insure that everything is, everything is, covered from your point of view, there are no misunderstandings because I'm not going to deny, whenever we quest..., when, when things have happ... occurred your claim is that you don't know, you weren't aware of the cover...

Caroline: Its not, that's not all...

Richard: Can you let me finish please?

Caroline: Yeh, I can let you finish.

Richard: Even during this time now you've said that you weren't aware of the cover situation. Your induction wasn't er, wasn't er, wasn't er...

Caroline: Only for this blue form, only for during class, I'm not aware of that particular situation but if you ask Dionne every time I've been sick I've always provided work, every single time.

Richard: Ah, I know. Absolutely. Which shows that you know when your not going to be in the class that cover work has to be set but this didn't happen today.

Caroline: That's fine, but no, the thing is I know that I have to provide cover work but who to in this particular situation?

Richard: Who did you ask? So if you are unsure, where did you provide it previously?

Caroline: So, previously?

Richard: Where was the previous cover work sent to?

Caroline: So I sent it to Cormac...

Richard: So why would it be different to now?

Caroline: And I think I sent it to Dionne before?

Richard: So why would that system be different to this one?

Caroline: Because I'm not sure in this situation. It's like every different situation...

Richard: No a cover situation is a cover situation for whatever situation you will be covered.

Caroline: Ok, that's fine then. Like, I...

Richard: Whether it be a meeting, whether it be a training system, whether it be medical or you know whether it be any other (???). A cover lesson, is cover.

Caroline: Ok, that's fine, with the, with providing cover work, I completely accept that you know I didn't provide cover work today and I even said to Cormac today that I didn't provide it but that I can provide and if you want me to put it on the blue form...

Richard: Yeh and that's what we want moving forward.

Caroline: ... if you want me to put it with the blue form, I can even do that if that's what you want.

Richard: It doesn't need to be, the difficulty in doing that, is, moving forward, sometimes cover is set instantly as in someone is taken ill and they need to go. Sometimes it's a day in advance, sometimes it's a week. We always aim to go to 48 hours in advance. We ask for slips to be a week in advance. Ok, that's all part of the policy.

Caroline: But that appointment I didn't get a week...

Richard: No, and because of that we will always try and make mitigating circumstances but what we do insist is that you, there's a communication. The communication has broken down here.

Caroline: So here, I didn't get, I think I communicated but I didn't get communication back so even when I sent that message nobody up till now...

Richard: But the timescale...

Caroline: ...nobody has said anything...

Richard: The timescale...

Caroline: ...or replied back to like, nobody has replied back to me.

Richard: But the timescale that we are talking about here is a matter of an hour. Now I'm not gonna say that every less.. every email is a... I would be absolutely wrong to expect everybody within this building to be able to reply to an email within an hour timescale.

Caroline: But then you was aware of this situation from Monday.

Richard: And we were, and we were and we had said to you on Monday...

Caroline: So that's more than an hour.

Richard: No, and we had said that to you on Monday that we would like you to organise it outside. We only found out this morning at 8 o'clock when the emails are open that you are unable to do so.

Caroline: Ok, fair enough, but I still communicated it.

Richard: Yeh

Caroline: It's not like I didn't communicate that.

Richard: But, we would then assume, as soon as we got in to the situation this is what we've done we've taken come and said actually we need you to be here or we need to at least have cover work, or (???). None of that was done.

Caroline: So I'll do the cover work then.

Richard: The point of this, this isn't a disciplinary meeting, this is an expectations meeting. This is for us to lay out what expectations are up.

Caroline: Well, if its cover work, I will provide cover work and if I to send it to Cormac, now that I know, I'll send it to him.

Richard: But I'm gonna be honest with you Caroline, you've done it in the past, you do know.

Caroline: But this is the thing, I've only done it when I've been sick and that's when I've sent it to him, when I've been sick. Not in this situation.

Richard: And as I've said to you, I'm sorry to sound like a broken record, the reason for not being in the classroom, the reason for the cover is almost irrelevant.

Caroline: But even up till now, he said to me that nobody was there to cover the lesson anyways, so...

Richard: No and because I've already explained that.

Caroline: ...who, who, who, who would give...

Richard: The Head of Department would still be responsible, and as he did he stepped in.

Caroline: So its always gonna be...

Richard: The Head of responsibil... The Head of, the Head of, the Head of Faculty is always going to be the first to notice that there's no one in the classroom. You know, we would hope that that would never happen. Had the cover been approved, someone would have been put into there then there is a timescale issue this morning ok and that's why (???) and its going to be in all situations with all people ensuring that we try and make as maximum timescale (???) that way the situation this morning with an email being opened at 8 o'clock, you know, I would have been down to you and said unfortunately we can't provide cover for period 2 and then we would have to re-discuss what happened. We didn't get that. I was teaching, I was in a, erm, er, sorry. I was in a meeting from half past 6 this morning the emails weren't picked up until after that and obviously by the time it came you had already gone offsite. The fact that you had gone offsite without signing out, I'll be honest, I, we were looking for you. We weren't sure whether or not you know, unfortunately we have had situations where people have been take ill and we've had to look for them. You hadn't signed out of the building. That's general protocol. You sign in, you sign out. You know that that needs to happen. You know what we are talking about is general expectations.

Caroline: With signing out, I never knew that we had to do that because if I look at the book, every single day, nobody else signs, like, like, we can look at the book now, nobody actually, really signs out. They sign in but not out.

Richard: It's a fire register. Were a fire to occur, you know, and I will take that and I'll have a look and if that's the case ill be speaking to other people to ensure that's not happening. But the purpose of the sign in register is... what would be the point of signing in if we don't sign out, you know. And I think that is, I will take your point on that and I will look at that but I'm talking about, we weren't aware. So the first place I went, when I heard, I got an email sent saying that you weren't at your lesson, the first thing I went to look at the sign out sheet. I asked with reception whether or not you had been past and they either hadn't seen you or your, and there's nothing to say that you cant leave by that route, you can, as long as the signing out is done. What we are talking about here, and I (???) is general expectations in terms of, and for me to lay out what the expectations are.

Caroline: But I think that's good that you lay it out because I think me being in this school, I think a lot of it has been conf... I mean a lot of it for me has been not like what I've been used to, so...

Richard: I don't know, and I can't, I don't know what you have been used to. I can't question that.

Caroline: ...It's true, it's true and I think for me, its like...

Richard: What other things would you like ex, you know to be made more explicit?

Caroline: That, are, is, that, could, like, is, that's, a

Richard: Because, when we, I know you had a lengthy meeting with Cormac and George and the expectation from that was to clarify these situations. As an employer, we have a responsibility to inform you of things that are required. As an employee, if you've got questions or or things that your not aware of, you have a responsibility to come back to us as well. The handbook is in place and whether or not it is a hard copy or a or a electronic copy, its available. The policies are on the website and the expectations are laid out very clearly in the policies. Now I certainly would never expect you to read all the policies. That would be ridiculous. However, if there was something that you weren't sure of, you have a responsibility as an employee the same as we have a responsibility as an employer, the same as (???) and I'm gonna be quite quite, straight forward in terms of the cover and I'm not going to go over it again you've set cover before. Cover will I can do that be expected to be set before.

Caroline: I can do that.

Richard: So the things I'm going to say for you moving forward, and there will be a note on the on the file. Erm, in which, in terms of a disciplinary, it doesn't, it's not a disciplinary offense. What it is is its just a letter of expectation. Ok. If you are, if cover is set, we need to, or if or if at any point your not in, cover work needs to be sent to your Head of Department. Ok, so...

Caroline: And yeh and I can do that.

Richard: Yeh, perfect. Wonderful. In terms of lateness we will always try, general absence is 7 o'clock in the morning so we have that call before 7 o'clock

Caroline: Yeh, but I haven't been absent.

Richard: Yeh, no, absolutely. When caught late its not the easiest situation in the world I appreciate because sometimes your in a car or whatever and we would never encourage you to break the law and pick up the phone and so on and so forth. But we would ask you if your stuck in traffic to pull over and try and get because unlike any other, and erm erm erm and I don't

mean to patronise and I apologise if I sound this way because I'm not but what people don't understand from outside of education is unlike any other walk of life including Doctors and so on our customers turn up regardless. So the kids will be in that class, so we need to try and that's why it always through to Dionne because she's the one who would then organise people straight away. The situation we had today is obviously...

Caroline: But I did send a message to Dionne, when I was, I did send her a message when I was late.

Richard: Absolutely...

Caroline: And that was Monday.

Richard: ... now, your, because your, and I'm I'm not going to insist that you explain to me why your late but what I will state to you is that there's a pattern of lateness that's increasing that we need to be able to work with. Now reasonable adjustments can be made...

Caroline: But...

Richard: ...however, we need to understand what the purpose is, you don't have to tell us, I'm not asking you too...

Caroline: Since we've come back I have only been late one time.

Richard: You prob...you've er, erm, yes, you were, but. If I track back to when we've you've been late before.

Caroline: But that was before the meetings.

Richard: Erm...

Caroline: So it's actually improved since then.

Richard: ...there was one two days after the meeting and there was another...

Caroline: So the ones after the meeting...

Richard: Car..., Caroline

Caroline: But we talked about, we talked about that...

Richard: But...

Caroline: No, but we like. After the, the last meeting, I've not, after the last meeting, that's when we had our holiday and I've come back and I've only been late once and that's it and its only been on Monday...

Richard: We've only been back for two weeks...

Caroline: And I've sent, and I've sent yep, so Monday and I've sent a message to Dionne. So actually this term, I've actually done everything, I've done everything that we've agreed in the last meeting...

Richard: And what I'm, yeh, I'm not saying, I'm not saying you haven't. What I'm saying is lateness, yeh, and now I'm saying in this meeting...

Caroline: Yeh, your saying is that the pattern is increasing but with the last meeting its actually not increasing.

Richard: Please, I didn't say the pattern was increasing.

Caroline: That's what you said.

Richard: I said that there is a pattern of lateness.

Caroline: But you said that it's increasing.

Richard: No, I didn't.

Caroline: You said the words 'increasing'.

Richard: Ok

Caroline: And I don't feel that it's increasing.

Richard: And I'm not, I'm agreeing with you. And we can minute that I agreeing, it's not increasing. What I am saying is the lateness is an issue we need to address. Now I have asked you today if there is any reason and you have quite rightly within your rights have said that you don't need to give me a reason or you would rather not and I agree with that that's fine what I am now saying in response is we can't have lateness occurring.

Caroline: Ok.

Richard: It needs to be as best as we possibly can. If you communicate with us then we can work that through.

Caroline: Yep, but, erm. In the situation that I was given. So from the last meeting I had with Cormac and George we said that if I'm gonna be late to send a message to Cormac...

Richard: (???)

Caroline: ...and I have, and I have done that

Richard: But that doesn't mean...

Caroline: But in the case for college, so in the case for RTL and PAD, I sent a message to Dionne on Monday but I said to Matt that actually how so I contact the college directly because...

Richard: Did you phone the? You phone the...

Caroline: I sent her a text message in the morning. I sent it to Dionne but I said how do I contact erm Matt. Erm, how do I contact Red college?

Richard: On the, on the absence line?

Caroline: Yeh on the absence line.

Richard: Ok, I will check that to see, because...

Caroline: Yeh, you can check it.

Richard: And I'll also, it's also...

Caroline: But I sent one to Matt, and Matt gave me his mobile number to say that if I was gonna be late to contact him so that he can cover it. And I think that, I've never had that, like I've not had that number to contact him...

Richard: No, and to be honest...

Caroline: And before the meeting with Cormac, I've not had his number to contact him so I've done these things from the meetings...

Richard: The, the, your responsibility is to inform Dionne by phone not by text, I, I mean the fact that its gone by text is fine. However, I'm informing you now that it needs to be a phone call, so to give them a call.

Caroline: Ok, I can give them a call.

Richard: So that way a con..., that way a conversation.

Caroline: The reason I say that is, that way you know the message is, the reason we say that is you know the message has got through. If you've text me you don't know if my phone is in (???). And as much as 99% of the time that text would be received. And again, I think it's as much for you, so that you know what, what, the expectations are. The fact that Matt and Cormac have given you their numbers to double up or triple up a) they shouldn't need to and b) you shouldn't need to have to phone three people.

Caroline: Ok...

Richard: We have a process in place to phone one person...

Caroline: ...but now your saying different things, so Cormac said I should contact...

Richard: So that's what the purpose of this meeting is.

Caroline: So what is it?

Richard: I will clarify...

Caroline: What is it then? Is it?...

Richard: I have just told you. You need to phone...

Caroline: Is it definitely Dionne, number 1? Or is it Cormac?

Richard: You phone Dionne. Like, I don't know how a... (???)

Caroline: Because that's what happened from the last meeting, he said I should call him directly.

Richard: I am asking you, as I said the purpose of this meeting is to lay out, so there is no misunderstandings. Dionne will contact Cormac ok you make a phone call to Dionne to and, you need to speak to her directly if that is unsuccessful and I can't imagine that it will be but if, you know. The only time it may be with the exam period coming up, because obviously the difficulty with lateness is they are late by nature of them most of the phone calls were done before 7 o'clock, There expecting lateness or expected absence. When it, I would hope that we would not need to have this situation, where the calls are gonna. Do you you pred... do you predict that there would be more lateness then?

Caroline: No, I don't predict it.

Richard: Ok, lovely (???) I'm not doing that to be facetious. I'm generally asking because if there is an issue that were, we know that there's going to be we might need to change a situation so that you know you've got a a more direct route. Because lateness is always going to be awkward in any school by the nature of everyone is all, especially with a school that starts as early as we do at quarter past 8 because by nature everyone is in classrooms by then so trying to get communication you could even email, you can phone. People on phones won't answer (???) so Dionne, moving into the exam period which is why I ask, because once the exams start then it can be more, the later it gets the harder it will be for Dionne to answer. If you are unable to get hold of Dionne, then please phone, phone, phone Cormac or and Matt. But that (???)...

Caroline: So what your saying is that Dionne is the first point of contact.

Richard: Absolutely, and that's why its in the, in the you know...

Caroline: But that's different from what they said in the other meeting.

Richard: Because what they were trying to do is to give you another alternative. They were trying to make life easier for you. And yeh him not sure if that's worked or it hasn't.

Caroline: It's, it's I don't think it makes life, It's the same, it's the same phone call, like, it's...

Richard: It's not, listen, because, because, I don't know what college, they teach and she doesn't. So depending on what situation has been happening with them in the morning they may well be in a meeting, in a lesson. Dionne, has, doesn't. Dionne's role at that time is to take calls.

Caroline: But im saying for me, its not easy on me, it's the same phone call...

Richard: It its now, that's all I would say to that.

Caroline: ...to Cormac, or to Matt or to Dionne. For me it's like the same.

Richard: Well, er, ok, let me change it. The understanding that that's the call that should have been made all of the time, should have always been there. That wasn't followed, they tried to give you another way to do things.

Richard: But even in this situation, you know how you said to me about cover work and things being not clear, but even in this situation, that last meeting, phoning Cormac wasn't a problem but now it's like as the first point of contact ...

Richard: I'm not understanding, I'm not, I don't understand...

Caroline: ...but now your saying...

Richard: ...what the issue is?

Caroline: No, I'm just saying that there's a lot of things that I find not clear in this School.

Richard: What, what are you not finding clear?

Caroline: So, you know how we talked about how I'm not sure how, for example, cover work, who to give it in to...

Richard: Yeh.

Caroline: So right now with the example, of like, who the first point of contact is, when I was in the last meeting with Cormac, he was saying...

Richard: And I've just and I've just addressed that.

Caroline: I know, but I was just saying, you know you asked me like what's confusing, its things like this that you know one person would say one thing and another person would say another thing and then I'll be called into a meeting like this but yet the things being discussed in this meeting are actually quite different to the things being discussed in the other meeting.

Richard: I don't understand how there's. There's one aspect that they have given you one alternative route to follow in addition...

Caroline: Yep, But then right now you've said not to do that.

Richard: Yeh, because the whole purpose of this meeting is to make it completely explicit to you.

Caroline: Yeh, but if I go to Cormac now, after this meeting.

Richard: I will go to Cormac now and tell him what I said. He will get a copy...

Caroline: Because otherwise...

Richard: ...he's your line manager. He will get copies of this.

Caroline: Ok, because otherwise its gonna be...

Richard: No, and I would never put you in a situation and I won't put Cormac in that situation.

Caroline: ..he's gonna come back to me and say from our meeting, from before this is not what you are doing.

Richard: What were doing is were moving forward.

Caroline: Yeh, and that's fine if everybody moves forward but if they expecting, if...

Richard: Why would they not?

Caroline: This is what happens, these are the things, so with cover work those things change. To me a lot of things change in this school, like...

Richard: Right, nothing has changed.

Caroline: A lot of things are not set in stone.

Richard: Caroline, nothing has changed, the cover setting situation, the only thing that I have, I have er said, is regarding you making additional phone calls, you don't need to. Nothing has changed, we are following the policies as they stand as they have stood for a number of years as they have been ratified by the governors, as they stand in the handbook and as they stand within our policies. Nothing has changed.

Caroline: But I'm saying that the the...

Richard: I understand that.

Caroline: ...what I've heard from the other meetings have been slightly different to this one.

Richard: You've had one, you've had one meeting, which has been minuted here, and I'm, and I'm now superseding that because this is now an official formal meeting.

Caroline: Yeh, as long as they know so that when it, if it comes to that situation again, I'm not put, like...

Richard: Caroline, it is my responsibility to ensure they do.

Caroline: Ok, then that's alright then.

Richard: It's my responsibility to ensure they do and I will look like an absolute idiot to be sitting here with you in another months time and holding you to account for something that I haven't done.

Caroline: Ok.

Richard: That would never happen. I would, I would look unprofessional, I would look stupid and I wouldn't be able to do it. I wouldn't call that meeting because we messed up not you. And I, I cant say it any clearer than that, ok so anything that comes, moves on from here, you know,, I'm gonna, I'm gonna cover them again in a second just so they are absolutely, absolutely explicit. Cormac by nature of being your line manager will get a copy of this anyway, not the whole transcript but the expectations so he can't, he won't hold you to account for things that I'm not asking you to do.

Caroline: Ok

Richard: Every email, every, what, what I'm going to say is, in terms of, lets, lets go through the things so that we are crystal clear.

Caroline: Yep

Richard: Absence. As in the policy and as in the Handbook, if you are going to be absent you need to fill in a blue form that is signed by your line manager.

Caroline: Yep. And who is that in this case?

Richard: Signing, signing by your line manager...

Caroline: Yeh...

Richard: ...does not mean its been agreed.

Caroline: Thats true

Richard: That then goes to the Head of School.

Caroline: I understand that.

Richard: Ok, and then that will then come back to you. If it has been refused we would hope that in most cases it wouldn't be, but if it were refused then, it, we would need to have a second one so say what's happening, just to say I can't change it...

Caroline: I've never heard having a second one.

Richard: Well, ok. How would you pursue, how would you perceive that it would happen then? Because in which case if that's the case, we said no and you went anyway.

Caroline: Ok, the reason why I went, this is er...

Richard: Can you see what (???) we've been through that.

Caroline: I know we've been through that but this part, like, you've not talked about this, so if

Richard: If, if, if any

Caroline: If I put in a blue form and its not erm...

Richard: Or at least a follow up conversation, to say...

Caroline: But I've communicated with you from my side I just haven't received anything back.

Richard: You received a (???) email back, ok, were gonna go round and round in circles. The time scale here and I, I, you allow me to finish.

Caroline: Yep

Richard: If the timescale is as short as it has been today, it's a verbal conversation. I'm going to this meeting so I would have expected the first place for you to go and I, is, to, to, erm, Jo and say I have to go on that email, I have to go on that...

Caroline: So...

Richard: If Jo, Jo will centralise everything for Grainne.

Caroline: But Jo was aware because I sent Jo an email, which has that, so Jo is aware of that situation.

Richard: She's aware once she opens the email.

Caroline: Yep, but she didn't have a verbal conversation with me. So I've communicated that but she didn't communicate back to me.

Richard: What conver, what conversation would you expect her to have with you? We've emailed to you to say its not been granted.

Caroline: Yep

Richard: Yeh?

Caroline: And then I've emailed back saying that actually I can't reschedule this particular appointment...

Richard: And as we've, as we've covered this morning, the situation this morning...

Caroline: And there's a, but the reason...

Richard: We're asking, ok, I'm gonna be brutal, I'm asking for you to be reasonable.

Caroline: and I...

Richard: You were not, you were not clear when you left this morning that it had been agreed, you had expected that an email had been collected and that we had then said ok well we'll cover it.

Caroline: Because nobody, because nobody got back to me...

Richard: And I would say, as we've been through before, you also didn't set cover work so we didn't know you weren't going to be there.

Caroline: Its true, I didn't set cover work.

Richard: But it adds to the situation.

Caroline: Ah ok.

Richard: Which means we then didn't know that you weren't going to be in that lesson. so our expectation...

Caroline: So in the future, one of my targets, and one of the things that I'm gonna do is always set cover work for the times that I'm gonna be off and that...

Richard: Well the first thing, is to insure that cover work the erm absence has been agreed.

Caroline: Ok, but if in this particular situation...

Richard: And were not, were not moving on with this situation.

Caroline: In this particular situation, its not a normal and this is what I have to keep saying this is just not a normal blood test.

Richard: In which case we can move on from it.

Caroline: Yeh but this this is not a normal...

Richard: In which case, we can move on from it.

Caroline: And that's fine.

Richard: But I have to clarify if another 'not normal' situation okit occurs...

Caroline: Ok, that's fine.

Richard: That's the process that will occur. Were not, this, and as I'm gonna...

Caroline: But in this, in this particular erm I have a right to go to these appointments like I have a right definitely to go to these appointments.

Richard: Absolutely you do.

Caroline: And, I have to go.

Richard: But also we have a right as an employer to try and meet the needs of the business as well.

Caroline: That's true, but I couldn't reschedule it and I did try to reschedule it and if you call the number on there you can find out and...

Richard: Right, Caroline.

Caroline: ...that's the reason why I even added that...

Richard: Caroline, we have over 400 staff. I cant do follow up calls on every (???)

Caroline: I'm not saying you have to, but if you wanted to its available for you to...

Richard: All I can go by...

Caroline: ...for you to check

Richard: ...is it states on the letter that was sent to you if you need to re, re, now I would ask...

Caroline: And I did call them, not only once, twice, I left a voicemail but I've not been able to get back to them.

Richard: And I would say, the issue is for you to then take that up with them...

Caroline: What I did get, and, and I have spoken to the midwife because she called me while I was writing the email and she said to me that actually I should take that appointment because I can't get it rebooked and if I get it rebooked it would be after 10 weeks and after 10 weeks it's not good.

Richard: No, ok.

Caroline: So I can't wait for that.

Richard: But...

Caroline: So in that situation, I had to go.

Richard: Were in a very difficult situation that I'm, I'm trying to lay out what our expectations are cause you...

Caroline: That's true, but I'm saying this particular situation I had to go.

Richard: And as I've said to you on numerous occasions...

Caroline: And it's not like I didn't communicate it.

Richard: ...this occasion has gone. This is in the past. We are setting expectations for the future. What I don't want...

Caroline: Ok, but, in the future, if I have these particular appointments I HAVE to go to them.

Richard: But your not going to have appointments with two days notice.

Caroline: Well they gave me, with this one they actually gave it to me last week...

Richard: Please, please.

Caroline: ...but we had the trip, which is why I couldn't give it in. So I couldn't get it signed on Friday because, because...

Richard: Sorry

Caroline: So the day I received the letter...

Richard: So that was the part that was unclear

Caroline: The day that I received...

Richard: ...before that trip

Caroline: I came into school but I couldn't get to Cormac to sign the blue form for me that time and we came back late because we arrived at 6:30 and he wasn't here at the school so Monday was the next opportunity that I was gonna see him to get it signed.

Notes from Transcript – 2nd May 2018 (Richard, Jo Jaffa and Caroline)

Seating arrangements Richard meeting

Courteous to send me a reply positive or negative (isn't it school rules read emails?)

Witch hunt – meeting dragged for no reason if I was cover work that was the issue the meeting should have ended 5 minutes in but he kept trying to find extra things so that it looked like an 'important' meeting

Cormac didn't even know that cover work should be sent to him and he is the Head of Faculty also bringing up in meetings that he gets paid more than me but he does extra so its unfair that a vice principal should be on my back about it. Cormac could have insisted that I include cover work before he signed the blue form but he didn't. he said he didn't know so obviously there is something wrong with the induction system if even the Head of Faculty didn't know too. And I already gave in two blue forms with no problem. The only problem now is when I do it while been pregnant. Also the meeting should have first been escalated to Cormac and not the vice principal. That's pretty extreme

The blood test was also from the midwife

James admitted that jo jaffa lied on the minutes prelim

Ive never had a conversation with Richard about cover work before I just agreed in order to try and focus on the main point of the conversation

They kept quiet waiting for me to fail

Printing credit £5 a month not enough to print class worksheets talk less about printing a handbook

Kids have old tattered books and when I make powerpoint presentations so as to not disadvantage the kids from learning I'm branded as incompetent etc. also rewards like games room and postcards/treats/stationery I was only given once to give to my students then I was told off that I don't reward the kids enough. When I gave commendations (which is more or less free) they were actually taken off (check)

No previous lateness meetings with Richard only 1 with Cormac and George

'Other aspects' – nope only lateness (they just trying to make me scared a subtle NQT threat)

if the lateness was so serious why wasn't there an emergency meeting on the day that I was late not the day that I went to my maternity appointment mat discrimination. Richard was previously always overly concerned with asking questions about my husband country and name etc. hates interracial ???? quite strange as I hardly knew the guy. I feel like he wanted to be first to hear of pregnancy stuff as he shouldn't have held the meeting it should have been Cormac first. I think Richard nominated himself

if they had paid me the £1000 I could have escaped my home conditions earlier and the lateness would no longer been an issue

Richard tried trick my by saying I had 2 previous meeting with him about lateness because he wanted to use that as reason to kick me out

I don't remember Cormac meeting notes so its interesting that Richard is quoting it and quoting it incorrectly as there was only one meeting not two as he says

Richard making it up as he goes along because I didn't have he handbook at that time but the steps for lateness is different in the Handbook

When things have happened occurred – nothing happened or occurred apart from me being late and the school bullying me and the senior leadership do nothing about it

The big question is: If I never went to the appointment would I have been called into that meeting? If you want to argue that for the lateness on the previous day wouldn't it be more appropriate to call a meeting on that day then
An even bigger question is: Had I not been pregnant would I have been called in to that meeting?

The emails are always open. I used to be lesson planning up to 3 am and the emails were working fine.

Either way they knew before I went and had 3 days notice Cormac and a few others had longer (it being a possibility)

Also when the school starts and it was supposedly read at 8am when the emails supposedly opened why was there no reply as this is obviously now an urgent manner. What was the message ignored?

If they didn't really want me to go they could have stopped me at 8am but instead they said nothing and then made a big public show of making me feel bad for attending an antenatal appointment which I'm legally entitled to take

I overheard Cormac and Richard at the science office... (they basically didn't like pregnancies and wanted to scare teachers off)

So basically even after all this I still was not 'approved' to go to my antenatal appointment.

Also its quite irresponsible for senior members of staff to forsee a situation where the students will be left on their own and do nothing about it. Very interesting. And Cormac likes to brag to me that he is the Head and gets paid more. I never even cared for his title anyway. Its quite sad that he views me as competition

Cormac was free to cover that period all along so not being able to find cover was not the issue. It would have been a different story if the classroom remained unattended for the duration of the lesson.

No only was Cormac free, Richard was also free as he was not teaching a lesson at that time. Apparently he was in a meeting from 6:30 am – period 2 and saw my message at 8am during his meeting when the emails opened and did nothing. If he can be opening emails in his meeting surely he able to attend/cover one class for one period. His meeting must not have been that important.

I was not offsite at 8am. I was offsite at period 2

If you was worried you could have called me, text me, emailed me, called my next of kin or searched for me but you knew where I was that's why you didn't.

On inset day even Richard didn't even sign the register

Also there is discrimination to people in wheelchairs or disability that can only enter and exit from door downstairs as there is no sign in register there

Richard changed his mind on the two meetings with Cormac. He acknowledges that I had one lengthy meeting with Cormac not two anymore.

Why would he 'never expect me to read all the policies' aren't they for reading or are they excessive and hidden intentionally to dissuade employees from reading it

Where's the note and on what file? Scare tactics

Raising the word 'disciplinary' for no reason (this was there intention all along)

So basically the day that I went out for an antenatal appointment apparently I was given a LoE (Letter of Expectation). I didn't even know what this means or saw a copy of this letter

They booked another meeting the day before the date I gave them that my midwife was due to visit. Subtle threat that if I do not comply with what they are saying at that meeting then my midwife appointment is in jeopardy

How do you know at 7 o'clock if your gonna be late at 8 o'clock?

'Pattern of lateness that's is increasing' is false. Its actually improved since then, decreasing

This claim is particularly important because it also emphasises that there was no need for the meeting pregnant or not

slyly pressurised to explain why I'm late even though earlier I was told I don't have to (I feel like Richard wanted to be the first to leak the gossip, hot off the press)

its very interesting that that Richard specifically said that 'we can minute the its (lateness) is not increasing' but this was not reflected in the minutes so again it was intentional and clearly Jo jaffa had agenda and not a passive role

So what it boils down to is: does it make sense to hold this lengthy meeting for not providing cover work?

Sending 1 email would suffice

Also as the respondents say that I didn't have a good relationship with many of the school members this is false as my relationship with Dionne, Matt, Katie, James, Saba, Caroline, Kate, Nathan Hunnisset (vice principal) etc. they were trying to create drama because the was the only category in theNQT framework that they could try to purposely fail me on. This was cleverly and carefully engineered in a way that was initially difficult to detect

When I checked the policy it said contact Dionne. It doesn't specify whether a phone call or text message

Cormac and Matt offered I didn't ask for their numbers. I just accepted

They try play me Cormac say one thing Richard another so that they can keep having meeting with me about nothing really just wasting time. Cormac liked to have his meetings after school and towards the end I refused them as my husband was going crazy at home

So did Cormac receive the false minutes of the meeting

Richard then changes his mind to say that I have now only had 1 meeting (when I say that both him an Cormac were saying different things at their meetings)

Halfway through the meeting he changed it to an official formal meeting. I was pregnant and tired so he was trying to mess me around

02 May 2018

MEETING

Attendees:

Richard Heighway – Vice Principal
Caroline Karason – Science Teacher
Jo Jaffa – Taking Minutes

Red Notes are what I feel
should have been taken out.
Blue Notes are what I feel
should have been put in.

- RHY - you put in a request for absence for today (02 May) and was asked to rearrange out of school hours.
- RHY - no cover work set, didn't know you had left the building.
- CKN – CFG covered lesson.
- RHY – no CFG covered lesson because there was no teacher present.
- CKN – CFG signed this off.
- RHY – just because CFG signed this off, does not mean that your absence is automatically authorized. Needs to be signed off by GMN.
- CKN - sent a message around 5 pm last night to say where I was going.
- CKN - called and tried to rearrange. Midwife says have to take this time, time sensitive.
- RHY – time sensitive during the school day. Understand misunderstanding. No cover work arranged.
- CKN – asked CFG who cover work is left with?
- RHY – you've been here for 9 months – you should know by now the answer to this.
- CKN – yes but I've had no proper induction, no-one has told me **anything**. **About this situation, leaving cover in this particular situation.**
- RHY – cover work always set, given to Head of Department.
- CKN – didn't know that before today.
- RHY – need to know how to support you.
- RHY – if you thought that there was a confusion with regards to your leave, we would ask you to let us know you weren't going to be here.
- CKN – did let you know. Is this about not being there or no cover work?
- RHY – firstly permission not granted for you to leave.
- CKN – advised this could not be rebooked.
- RHY – received first thing this morning. Letter says this can be rearranged.
- CKN – I called, happy for you to call to see if I can rearrange.
- CKN – difficult to rearrange outside school time. Only time I can take this.
- RHY – in which case this triggers a cover situation.
- RHY – member of staff (CFG) had to go into a class unprepared.
- CKN – it's not like he didn't know. I accept the fact I left no cover work. Did leave a message saying I could not rebook this.
- RHY – read email CKN sent to JJA.
- CKN – if a normal blood test, would say fine I'll rearrange. This one wasn't a normal doctor's appointment, at hospital, could not rearrange.
- RHY – asking for better communication.
- CKN – with whom?
- RHY – all cover goes through DLE.
- CKN – no-one asked if I had cover work today.
- RHY – by time received email this morning – lesson one, you didn't ask what cover work was needed.
- CKN – next time I'll put cover work in with blue slip. Did ask CFG who should receive cover work. Goes back to no proper induction, had no policies or **full staff handbook given to me only the smaller booklet.**
- RHY – there is a copy of the Staff Handbook on front page of SIMs – you can download this. It is too big to email – no-one received a printed copy. Down to you to print this if you want it.
- CKN – yes have seen this there – not received printed version though.

- RHY – asking that you know we have had previous meetings with regards to lateness and general expectations. Lateness has continued right up to day before yesterday.
- CKN – did send DLE a message saying I'll be late. Also to MCK – he's given me his phone number so that I can call him directly.
- RHY – is there a reason why you're late?
- CKN – don't wish to discuss this.
- RHY – OK but you've had previous meetings with regards to your lateness, if it continues there would be a conversation – which is happening now. Want to ensure everything is covered from your point of view – when things occur you claim that you don't know or you're not aware.
- CKN – not aware of particular situation this time round, however, when I'm sick, I have always provided cover work.
- RHY – if you're unsure – where does cover work go when sick?
- CKN – CFG.
- RHY – if you sent to CFG previously, why not now?
- CKN – I was not sure.
- RHY – cover lesson is cover.
- CKN - with providing cover work accept I was wrong, will put this with blue form in future.
- RHY – not necessary – as long as you set this. Blue slips should be a week in advance, if not, do accept mitigating circumstances. Communication broken down here.
- CKN – no-one has replied back to me. So I communicated but no one communicated back to me. You were aware of situation from Monday (30/04/18) Tuesday (01/05/18) – email sent 17.56.
- RHY – only found out at 8 am that you were still going to your appointment. If we had known, would have set things in place to cover. This meeting is to lay out expectations.
- CKN – now I know I have to set cover work, will forward to CFG.
- RHY – you know this, you're done this before.
- CKN – CFG said no-one was available to cover my lesson.
- RHY – HoF is the first person to notice no-one in classroom. If cover approved, someone would have been there. If we had known earlier, could have spoken to you about the fact that we did not have cover for your lesson. You went off site without signing out, not telling anyone, we went looking for you. We're talking about expectations.
- CKN – did not know had to sign in and out during the day.
- RHY – register is a fire register, need to sign in and out, regardless of what other people do.
- RHY – I received an email to say you weren't at your lesson. I spoke to reception and they advised you had not signed out. Looking at general expectations.
- CKN – not what I'm used to.
- RHY – what do you need to be explained? Know you had a lengthy meeting with CFG and GAU to clarify these situations. If you have any questions, or concerns, you have a responsibility to come and speak to someone. Handbook in place, expectation in all our policies. Don't expect you to read these but you do have a responsibility to see someone if you're unsure. Cover set before why not now? This is not a disciplinary offence, just expectation and a letter will be placed on your file.
- RHY – if you're not in, cover always has to be arranged. In terms of sickness, you **must** call in before 7 am. If stuck in traffic, you **must** pull over and call in as soon as you possibly can. DLE will then organise cover.
- CKN – did send DLE a message when I was late.
- RHY – there is a pattern of lateness that is there and seems to be getting worse. Reasonable adjustments can be made.
- CKN – Actually situation not getting worse, actually getting better.
- RHY – Denying several times that he said this (talking sown to me making me feel stupid like I'm imagining things)
- CKN – only late one time since I've come back. Since last meeting with CFG and GAU only late once and sent a message to DLE.
- RHY – lateness is an issue that we need to address. You'd rather not give me a reason. We cannot have lateness occurring.

- CKN – from last meeting with CFG and GAU, if I’m going to be late, been asked to send a message to CFG. In the case for RTL and PAD, to send a message MCK – who gave me his mobile so that I can contact him so that he can cover this.
- RHY – your responsibility is to telephone DLE and not text her. This way sure that message has been received. The fact that MCK and CFG have given you their numbers, they shouldn’t need to.
- CKN – CFG asked me to call him directly.
- RHY – the protocol is that you telephone DLE, she will contact CFG and MCK. Do you predict that there will be more lateness?
- CKN – no.
- RHY – if you are unable to speak to DLE, then call CFG or MCK.
- CKN – you’re confirming DLE is first port of contact?
- RHY – yes.
- CKN – I was told by CFG to call him or MCK.
- RHY – they were trying to assist you. They teach DLE does not.
- RHY – as you didn’t follow our procedures, CFG gave you his number. You need to follow procedures – call DLE first.
- CKN – lots of things here (in this school) I don’t find clear, i.e. lateness, cover work. In last meeting with CFG, he said to call him if running late, things discussed here are different to meeting with CFG.
- RHY – whole purpose of this meeting is to make it explicit to you. CFG will get a copy of the expectations arising out of this meeting.
- CKN – lots of things change and not set in stone here.
- RHY – nothing has changed, following policies as they stand (as they have stood for a number of years and in our staff handbook). Making it easier for you by saying only call DLE.
- CKN – It doesn’t make it easier to only call DLE, it’s the same calling CFG or DLE, it makes no difference to me.
- RHY – absence – as in the policy and handbook, if you’re going to be absent, complete a blue form. Signing by your LMM does not mean your request for absence has been agreed. This needs to be signed off by GMN and come back to you agreed, or not agreed, that is your confirmation.
- RHY – if timescale is as short as it was this time, you need a conversation with JJA (on behalf of GMN) – explaining your situation. She will speak to GMN and let you know outcome.
- RHY – asking you to be reasonable. You expected the email had been read and it was OK. You had not set cover work and we then did not know that you were not in that lesson. Need to ensure absence has been agreed.
- CKN – in this situation it was not a normal one *(time sensitive etc. given last week, not enough time for CFG to sign it off because of the trip that I was aware about only at the last minute, later than everyone else because I was taken off of ‘all staff emails’ for some reason only time for CFG to sign was Monday and could not rebook appointment as number given went to voicemail and I left a message no one has got back to me, midwife called on Tuesday and said that it is difficult to get it rebooked and I should just take this appointment. Danger of rebooking it, new appointment may go past the recommended timeframe to take it and will not be useful anymore)
- RHY – if another “not normal” situation occurs, need things in place.
- CKN – I have a right to attend these appointments. The number is on the appointment, you can call to confirm. Called several times to try to rearrange. Was unable to.*
- RHY – it’s a difficult situation, I’m trying to lay out our expectations. This is now in the past, we are setting expectations for the future.
- CKN – couldn’t get this signed off on Friday as on a school trip. Could not get CFG to sign this off.*
- RHY – up to you to find those opportunities.
- RHY – trying to clarify expectations. You need to read policies and procedures.
- CKN – if I have a maternity appointment, you have to give this to me. I am legally allowed to take them.
- RHY – I agree we do, has to be a degree of flexibility - this is a question of appointment and communication.
- CKN – I think you feel I did this on purpose.

- RHY – I don't believe this to be the case. This meeting isn't about how I feel, it's about following procedures, about doing right by you and the students. If I felt you did this on purpose, it would be a different conversation.
- RHY – moving forward – telephone calls to DLE for lateness and sickness. If unable to call, then call CFG. CFG will then inform MCK. In terms of missing any lessons, cover work needs to always be set and handed to Head of Department and copy Jan Morris – Science Technician in. There will be more appointments, perfectly within your rights to take these but we can ask you to possibly rearrange if timescale does not allow. If this the case and you cannot rearrange these, go and speak to someone. We do not want a situation similar to today when you left the building without telling anyone and leaving no cover work. I was in fact worried something may have happened to you.
- CKN – first point of contact DLE on absence line, then CFG if you have not spoken to DLE. Cover work for any absence emailed to CFG and copied to Jan Morris. (I agree that I will try and take appointments in a convenient time but there may be times where I have to take them)*. What happens if my blue form is declined?
- RHY – if your blue form has been declined, conversations need to start. All blue forms signed on a Wednesday.
- CKN – what happens if I get a declined email and say I can't change appointment?
- RHY – you need to speak to JJA to explain why you cannot change this. JJA will then speak to GMN.
- CKN – on 17th have another appointment at 10 am. I will ask CFG to sign this and hand to JJA.
- RHY – it may be that this is fine, it might be, dependent on the day, that we ask if you could rearrange this by an hour or so.
- RHY – situation this morning we had a class, full of students, no teacher. Don't wish to repeat this. Moving forward you may need to speak to your midwife about your personal circumstances.
- CKN – if these appointments are granted or not, I will still attend, I have to go to them. I will try to change these but there are going to be times when I cannot*. I will have to go to these appointments. **regardless.**
- RHY – we will do everything we can to meet those needs.

This meeting was a stressful and hostile meeting adding unnecessary anxiety to my situation. Designed only to intimidate me against attending antenatal appointments and to issue an 'expectation and letter' on my file. I was lied to during the meeting and was made to feel like I was hearing things in my head. I had to repeat many of my points as I felt that I was not taken seriously or my comments were not even acknowledged. Also, I am not the only one that is late in this school yet it seems like I was the only one that was targeted in this manner and at this particular time. It's also interesting to note that at no point during the meeting was I made to feel that pregnancy was a good thing and something to be happy about. I only received a congratulatory email after the meeting. And although there was not agreement during the meeting to follow up with another meeting, issuing another meeting the day after was like RHY was foreseeing that I will not meet the points of this meeting and basically setting me up to fail. This meeting was labelled as 'follow-up meeting to clarify the points made regarding your induction and training and the gaps in it' but when asked if he had a copy of the full handbook as that would be a good place to start he choose to focus on particular days that I had come in late and contacted Dionne saying that I contacted her too late completely ignoring the fact that I did contact Dionne at the earliest time that I could and completely ignoring that fact I this was what we discussed at the last meeting which I successfully did and completely ignoring the fact that according to him the purpose of this meeting was to fill in the gaps in my induction and training e.g. receiving a copy of the full handbook and not just the abbreviated one. In addition, a health and safety assessment was made the day after the initial meeting but not by the line manager as it seems that he did not want to be responsible for the health and safety for me in his own department.

02/05/18 - Further to meeting, CKN has emailed the following:-

Just to clarify once again from today's meeting:

- 1) If I am to be absent or late to contact Dionne first and if that is not possible to contact Cormac.

- 2) If I am to be absent for a lesson then email Cormac (in the same way I have been doing when sick, with the exception of copying in Jan Morris)
- 3) After completing a blue cover form hand it in to Jo Jaffa as usual after getting it signed by Cormac. If I receive a decline to have a conversation with Jo Jaffa about it.
- 4) Sign out each time I am not in school.

02/05/18 - RHY has emailed back –

Thanks for meeting with me, you will receive the minutes and points raised very soon. I looking at the 4 points made below I think number 2 should read

- 2) If I am to be absent for a lesson then email all cover work and lesson resources to Cormac (in the same way I have been doing when sick, with the exception of copying in Jan Morris)

I would like a follow up meeting in two weeks to clarify the points made regarding your induction and training and the gaps in it, I will look into them as it is important that you are fully supported. Jo will set the date over the next couple of days. Debbie Wright will contact you tomorrow to book a meeting to cover your pregnancy risk assessment, this is part of our process to ensure that you are supported at work in terms of your health and safety.

Thank you again and congratulations on your pregnancy.

03/05/18 – JJA has emailed to advise that a meeting has been scheduled for Wednesday 16th May @ 1.45 pm and sent a meeting request.

Schedule of Loss

Basic Award Calculation:

Weekly Salary: £35,307 / 52 = £35,307 (yearly salary) divided by 52 =
 Daily Salary £678.98 / 7 = £35,307 (yearly salary) divided by 365 =

Years of Service: 3 years 7 months =

Date of Unfair Dismissal	29/01/2020
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678.98
96.73

(52 x 3) + (52/12 x 7)	186.33	Weeks
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Basic Award Calculation cont.:

(Over 41) 1.5 Weeks x Years of Service = £0.00
 (Over 22) 1 Week x Years of Service = £2,512.22
 (Under 22) 0.5 Weeks x Years of Service = £0.00
Basic Award Total = £2,512.22

Date of Schedule	09/01/2022
Date of Full Merits Hearing	19/07/2022

*Without changes from April, new tax year

Current Year

	<u>£35,307 Gross</u>	<u>£27,673 Net*</u>
Total Weekly Salary =	£678.98	£532.00
Total Daily Salary =	£96.73	£76.00

Loss of Wages (excluding Pension Loss)	30 Jan 20 - Aug 20	Sept 20 - Dec 20	Jan 21 - Dec 21	1 Jan - 9 Jan 22	
Salary per annum/per period	£29,581	£30,883	£32,999	£35,307	Total
Amount of Weeks in this period	215 days/7 = 30.71	122/7 = 17.42	365/7 = 52.14	9/7 = 1.28	101.55 weeks
Gross Weekly Salary Loss for this period to date of schedule	568.86 x 30.71 = £17,469.69	593.90 x 17.42 = £10,345.73	634.59 x 52.14 = £33,087.52	678.98 x 1.28 = £896.09	£61,799.03
Net Weekly Salary Loss for this period to date of schedule	455 x 30.71 = £13,973.05	472 x 17.42 = £8,222.24	502 x 52.14 = £554.14	532 x 1.28 = £680.96	£23,430.39
Loss of Wages (excluding Pension Loss)	Feb 20 - Aug 20	Sept 20 - Dec 20	Jan 21 - Dec 21	Jan 22 - 19 July 22	
Salary per annum/per period	£29,581	£30,883	£32,999	£35,307	Total
Amount of Weeks in this period	215 days/7 = 30.71	122/7 = 17.42	365/7 = 52.14	199/7 = 28.42	128.69 weeks
Gross Weekly Salary Loss for this period to full merits hearing	568.86 x 30.71 = £17,469.69	593.90 x 17.42 = £10,345.73	634.59 x 52.14 = £33,087.52	678.98 x 28.42 = £19,296.61	£80,199.55
Net Weekly Salary Loss for this period to full merits hearing	455 x 30.71 = £13,973.05	472 x 17.42 = £8,222.24	502 x 52.14 = £554.14	532 x 28.42 = £15,119.44	£37,868.87

Schedule of Loss (Injury to Feelings)

In accordance with the Vento v Chief Constable of West Yorkshire Police case, the Claimant is seeking **£1,350,610** for general injury to feelings (**upper band 2021 + Excess**) because of the most exceptional, intentional and unnecessary hardship put on and negatively pursued by the Respondents to the Claimant's already vulnerable personal situation. There has been a lengthy campaign of sex and race discrimination, harassment and victimisation while the Claimant was pregnant.

This figure reflects and is inclusive of the two people affected, the mother and the baby. In order for compensation to be fair and just, we took into consideration the long term, hidden and unquantifiable damage done on the unborn baby which may still affect them well on in to the future.

The Claimant showed me all her medical notes and occupational health report showing that she was 'not fit to work' due to stress. She was fleeing domestic violence in her family life, she was declared homeless by the Council and she had to rely on the accommodation and help of a Women's Shelter at a very vulnerable time in her life. The Respondents were well aware of her situation and they used her medical notes and occupational health report to further increase their campaigns and even make fun of the Claimant. Instead of making life a little easier on her they did the opposite and intentionally added unwanted anxiety to her situation.

While in this state, she was bombarded with large amounts of unnecessary correspondence from the school and constantly reminded about her duties towards completing her NQT year while she was trying her best to first care for her baby's safety needs as well as that of her own.

This figure is made up of three components:

- 1) The intentional nature of the case (£233,780)
- 2) The two fold effects on the mother and the child (£1,036,750: (494,630 and £542,100 respectfully))
- 3) The unusual amount of Senior Leaders negatively involved as Respondents in this case and that each showed coordinated efforts against the Claimant. The Claimant believes that Teachers and/or Education Professionals should always lead by example and be working against discrimination, harassment and victimisation, not actively working towards it. Therefore the Claimant seeks £10,010 for each human Respondent (Total £80,080)

We believe it reasonable that the Simmons v Castle **10% uplift** introduced by the Court of Appeal in 2012 should be applied according to the 2020 Third Addendum. This is supported for many reasons but specifically because many of the Respondents are actually the ones whom you would normally express a grievance to but in this case it was these very ones who were actually responsible for the negative treatment leaving the Claimant suffering and in distress without really having anyone to turn to for help.

Regarding the De Souza v Vinci Construction (UK) Ltd case, the Claimant believes that the amount of paperwork alone involved in this case far supersedes that of the above mentioned case and would like the Tribunal to consider an **extra 10% uplift** for the sheer amount of work that went into this case. The Claimant's combined ET1 alone is in excess of 100 pages and the amount of claims and people involved in this case are also most uncommon, and, unlike the above mentioned case the Claimant had to prepare this case mostly on her own while looking after her newborn son and again having to once again relive all the unnecessary stressful events while writing it. The Claimant has produced several Doctors Notes for stress so the personal injury present here should be taken into account. The Claimant sought after representation from the Citizens Advice Bureau, Free Representation Unit, We Are Advocate and others but because of the complexity of the case and the length of the Hearing the Claimant has had to represent herself while behind the scenes taking as much help and advice as she could get from these organisations which really built up her confidence. This case exceeds any upper bands simply because this level of discrimination to one person, a vulnerable one at that, is for the most part simply unheard of.

In line with Stranska v One Life Management Solutions Ltd 2016, We believe **£25,000** should be applied to claims involving the Claimant's antenatal appointment. The Claimant also seeks a **top up of £10,000** for the manner in which this matter was carried out.

Griffin v Early Days UK Ltd 2016 outlines claims regarding the refusal for Flexible Working. The Claimant seeks **£60,000** with a **top up of £5,000** for the way the School's flexible working policy was written and a **top up of £25,000** for the way it was handled.

The Claimant was accused of lying by two Respondents and so seeks **£20,000** in Aggravated Damages

This case involves many forms of discrimination and for the Race related claims in particular, compensation of **£2,200,000** will be a reminder that regardless of what Race you are, you should not be treated in a way that makes you feel inferior.

The Claimant would also like to claim a **25% daily rate of interest pursuant to the Employment Tribunals Regulations 1996** to be added from the start of the discrimination on 02/05/2018 because of the humiliating and deliberate actions and unreasonable offers to settle this privately.

This section would be updated once further information regarding pensions can be used to calculate this in its entirety. For the time being, pensions would be excluded from this 25% daily interest rate.

Loss of Obtaining Alternative Employment

Job seeking/starting expenses e.g. travel, attire, printing, postage etc. 30 months = **£17,310** (£144.25pw)

Upfront all inclusive childcare costs incl. lunches and snacks etc. (@ £10ph x 30 hours pw) x 30 months = **£36,000** (1,150pw)

Loss of Statutory Rights

Right to claim for unfair dismissal in future employment @ 3yrs unemployed = **£1500** (£9.61pw)

Loss of Teaching Benefits

SEN Allowance = **£4,479 pa** (£86.13pw)

Teaching and Learning Responsibilities = **£14,030 pa** (£269.80pw)

Leadership (Rapid Career Progression) = **£118,356 pa** (£2,276.07pw)

Lead Practitioner - Chemistry, Biology, Physics with unique specialism: Cosmetic Science incl. 3 inventions (2 test methods + 1 Powerbrand formulation - Veet readily available on the FMCG market) work experience with leading healthcare company and previous history in Medical Science prior to becoming a Teacher = **£65,631 pa** (£1262.13pw)

Continuing Professional Development (CPD) = £202,496 - 30 hrs a year @ £105ph £3,150 x 50 = **£157,500**

Continuing Professional Development all inclusive Childcare costs = (@ £10ph x 30) x 50 = **£15,000**

Student Loans

Student Loan Repayments incl. retrain new career = **£55,602, £11,570 (+ £5,785), £27,265**

Loss of Pension Benefits

On the Claimants Contract of Employment it is recorded that she was signed up to the Teachers' Pension Scheme, a state-backed Defined Benefit scheme where the Claimants contribution is currently set at 7.4% - 8.6% and employers contribution at 23.68%. This scheme provides flexibility over retirement age sometimes as early as 55, tax relief on contributions, ill health pension for employees and loved ones if unable to work and a lump sum to loved ones if they die before retirement. The Claimant intended to retire at 83 years old (30/07/2072). This section would be updated once further information can be obtained about this scheme.

Loss of Holiday Pay

Dates of Holiday Years - Academic Calendar: Sept 19 - Aug 20 (70), Sept 20 - Aug 21 (71), Sept 21 - Aug 22 (21/43/70)

Up to Schedule date: Holiday Pay entitlement 162 days £35,307/365 = 96.73 x 162 = **£15,670.26**

Up to Hearing date: Holiday Pay entitlement 184 days £32,999/365 = 96.73 x 184 = **£17,798.32**

In order to arrive at the figures in this document, the Claimant showed me copies of her paper payslips from between 2017 and mid 2018 after which the school switched over to an online system. So to avoid any confusion she explained to me that her documents are in both names, (marital and non-marital): 'Caroline Karason' and 'Caroline Gideon-Adeniyi' as it is custom in her husbands country for them to use their own birth names throughout their life, regardless of whether being married or not. She later adapted to the UK's system. I checked all documents and they all bear the same NI number: Jr *****A and payroll number/ref: 2*****. Her ID documents also match up.

It is difficult and too soon to outline an estimate of when the Claimant is likely to find new employment that would extinguish any loss caused by the termination of employment but it is estimated and naturally assumed that a single mother in the Claimants situation would only cease having caring responsibilities for her child (in order to work full time) when he is at least 14 years old. So the estimate of when she is likely to go back into work full time would be in or around 2033 or longer and its useful to note that by that time the Claimant would still be disadvantaged in gaining experience, position, promotions etc. at the same rate as her NQT peers in terms of the amount of time spent between being dismissed, looking for work (as a mother, without a reference, as a current NQT and Unfair Dismissal to her name) and working full time in Education again. It is unfortunate that the Claimant finds herself in this situation at an important and critical stage of her life and career. It is also worth noting that the NQT program is now obsolete and ceases to exist.

The Claimant very much liked her job in Education as a Teacher of Science but has always had the dream to become a business owner either in the field of Cosmetics or something else. She was relying on the stability of income arriving from a secular job in teaching in order to comfortably cover the living expenses of her family and afford the high start up costs before the business is able to fund itself. The Claimant was also about to get on the property ladder to secure a home for herself and her son while pursuing entrepreneurship.

Grand Total

ITF Future Financial Losses - Leadership (Rapid Career Progression)	£5,917,800
Injury to Feelings (Main)	£3,775,690
ITF Financial Losses - Lead Practitioner (Rapid Career Progression)	£3,281,550
ITF Teaching Benefit Losses - SEN Allowance, TLR & CPD with childcare	£1,097,950
ITF Student Loan Repayment incl. career change	£100,222
Financial Loss of Obtaining Alternative Employment	£53,310
Holiday Pay (Until Full Merits Hearing)	£17,798
Financial Loss of Statutory Rights	£1,500

Loss of Wages/Earnings	£80,199.55
Basic Award (Unfair Dismissal)	£2,512.22

Simmons v Castle ITF 10% Uplift (ITF Main)	£377,569
De Souza v Vinci Construction ITF 10% Uplift (ITF Main)	£377,569
Tribunals (Interest on Awards in Discrimination Cases) from 02/05/2018 (25%) 1537days	£3,770,918

Inflation Adjustment	To be calculated
Teachers Pension etc.	Waiting for Respondents to calculate
Grand Total (with recoupment deducted)	£18,813,223.43
Grand Total	£18,854,587.32

Issue No:	What was said or done or not done? (What treatment is complained of) ¹	Who inflicted any treatment? ²	When did the treatment occur? ³	What type of claim is this? ⁴	If S13 is there an actual comparator? ⁵ Who? If S27 what is the protected act? ⁶
1 (a)	Not paying the Claimant correctly	Jo Jones, Kevin Sadler, Gateway Learning Community (A company limited by guarantee)	Throughout employment	S13 (race and sex) S18 (pregnancy/maternity) S27 (victimisation) Salary Related	<p>Comparator: S13: Race: Ellie Huxtable, Melissa Day, Jess Croton, James Emblem Aoife NQT</p> <p>Sex: Hypothetical Male NQT and/or James Emblem</p> <p>Race and Sex: Hypothetical White Male NQT Science Teacher and/or James Emblem</p>

					<p>Science Teacher</p> <p>Protected act: S27(2)(a) ACAS Early Conciliation and/or Tribunal Application and/or S27(2)(b) ACAS Early Conciliation and/or Tribunal Application and/or S27(2)(c) Being Pregnant, Attending antenatal appointment 02/05/2018 and/or S27(2)(d) Meeting with Richard Heighway and Jo Jaffa</p>
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					02/05/2018 and/or Emailed about unfair flexible working policy 26/07/2019
1(b)	Intentional negative distribution of payslips	n/a	n/a	The Claimant accepts this is not a complaint under the Equality Act	n/a
1(c)	Incorrect tax, national insurance and student loan deductions	Jo Jones, Kevin Sadler, Gateway Learning Community (A company limited by guarantee)	Throughout employment	S13 (race and sex) S18 (pregnancy/maternity) S27 (victimisation) Salary Related	Comparator: S13: S13: Race: Ellie Huxtable, Melissa Day, Jess Croton, James Emblem Aoife NQT Sex: Hypothetical Male NQT and/or James Emblem Race and Sex: Hypothetical White Male NQT Science Teacher and/or

					<p>James Emblem Science Teacher</p> <p>Protected act: S27(2)(a) ACAS Early Conciliation and/or Tribunal Application and/or S27(2)(b) ACAS Early Conciliation and/or Tribunal Application and/or S27(2)(c) Being pregnant, Attending antenatal appointment 02/05/2018 and/or S27(2)(d) Meeting with Richard Heighway and</p>
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					Jo Jaffa 02/05/2018 and/or Emailed about unfair flexible working policy 26/07/2019 and/or Asking about bonus
1(d)	Incorrect paying of pension	Jo Jones, Spyros Maravegias, Gateway Learning Community (A company limited by guarantee)	During pregnancy May 2018 – December 2018	S13 (race and sex) S18 (pregnancy/maternity) S27 (victimisation) Salary Related	Comparator: S13: Race: Ellie Huxtable, Melissa Day, Jess Croton, James Emblem Aoife NQT Sex: Hypothetical Male NQT and/or James Emblem Race and Sex: Hypothetical White Male NQT Science Teacher and/or

					James Emblem Science Teacher Protected act: S27(2)(c) Being Pregnant, Attending antenatal appointment 02/05/2018 and/or S27(2)(d) Meeting with Richard Heighway and Jo Jaffa 02/05/2018 and/or Asking about bonus
1(e)	Making incorrect deductions during maternity leave – student loans	Jo Jones, Spyros Maravegias, Gateway Learning Community (A company limited by guarantee)	September 2018-September 2019	S13 (race and sex) S18 (pregnancy/maternity) S27 (victimisation) Salary Related	Comparator: S13: Race: Ellie Huxtable, Melissa Day, Jess Croton, James Emblem Aoife NQT

					<p>Sex: Hypothetical Male NQT and/or James Emblem</p> <p>Race and Sex: Hypothetical White Male NQT Science Teacher and/or James Emblem Science Teacher</p> <p>Protected act: S27(2)(c) Being pregnant, Attending antenatal appointment 02/05/2018 and/or S27(2)(d) Meeting with Richard Heighway and Jo Jaffa 02/05/2018 and/or</p>
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					Asking about bonus
2	Withholding Golden Hello Bonus	Debbie Wright, Grainne McLaughlin, Spyros Maravegias, Jo Jones, Kevin Sadler, Gateway Learning Community (A company limited by guarantee)	July 2017 – May 2018	Salary Related	n/a
3(a)	<p>Claimant being given the most challenging classes.</p> <p>On a daily basis the same 8-9 students would truant the Claimant's classes but for 9 months Cormac Fanning allowed this to carry on with no real intervention aside from the 1 hour detention he disregarded in the Claimant's case.</p>	Cormac Fanning, Gateway Learning Community (A company limited by guarantee)	September 2017 – May 2018	S13 (race)	<p>Comparator: S13: Ellie Huxtable, Melissa Day, Jess Croton, James Emblem Aoife NQT</p> <p>Protected act: S27(2)(d): Challenging fairness of 1 hour detention policy</p>
3(b)	Cormac Fanning deliberately turned up to classes unannounced, negatively and unnecessarily quizzing unprepared students with the	Cormac Fanning, Gateway Learning Community (A company limited by guarantee)	September 2017 – May 2018	S13 (race)	Comparator: S13: Ellie Huxtable, Melissa Day, Jess Croton,

	goal of making the Claimant look like an incompetent Teacher				James Emblem Aoife NQT Protected act: S27(2)(d): Challenging fairness of 1 hour detention policy
3(c)	<p>Cormac Fanning disregarded his own behaviour policies in connection with Claimant's school students</p> <p>After agreed departmental 1 hour detention plan for disruptive students in addition to standard school policies, Claimant's student disrupted a lesson, defied Claimant and truanted the class. His guardian was called and agreed the 1 hour detention but Cormac Fanning waived the student's detention in front of the Claimant, the student, other Science Teachers and their students currently completing their 1 hour detention. As a</p>	Cormac Fanning, Gateway Learning Community (A company limited by guarantee)	4 th October 2017	S13 (race)	Comparator: S13: Ellie Huxtable, Melissa Day, Jess Croton, James Emblem Aoife NQT

	result of being singled out in this way the Claimant suffered various types of disrespect from students and other staff within the school.				
3(d)	Not supporting Claimant with disruptive pupils	Cormac Fanning, Gateway Learning Community (A company limited by guarantee)	Throughout employment	S13 (race) S27 (victimisation)	Comparator: S13: Ellie Huxtable, Melissa Day, Jess Croton, James Emblem Aoife NQT Protected act: S27(2)(d): Challenging fairness of 1 hour detention policy
3(e)	Not taking action when Claimant was racially abused by a pupil. When a student made a racial remark against the Claimant Cormac Fanning refused to schedule a meeting even though the student, the student's parent and Claimant were willing and available. Again	Cormac Fanning, Gateway Learning Community (A company limited by guarantee)	Around March/April 2018	S13 (race) S27 (victimisation) S40(2)&(4) 3 RD party racial harassment	Comparator: S13: Ellie Huxtable, Melissa Day, Jess Croton, James Emblem Aoife NQT Protected act: S27(2)(d):

	singling out the Claimant for further disrespect and unfavourable treatment within the school				Challenging fairness of 1 hour detention policy
4	Refused to reply to Claimant's antenatal appointment request and when Claimant attended she was Victimised	Grainne McLaughlin, Jo Jaffa, Gateway Learning Community (A company limited by guarantee)	1 st May 2018	S13 (sex) S18 (pregnancy/maternity) S27 (victimisation)	Comparator: S13: Sex: Hypothetical Male NQT and/or James Emblem Protected act: S27(2)(c) Being pregnant, Attending antenatal appointment 02/05/2018 and/or S27(2)(d) Asking for Bonus
5(a)	Called into a sudden (emergency) meeting by Richard Heighway disguised as a 'lateness' meeting the same day the Claimant attended her Antenatal appointment	Richard Heighway, Jo Jaffa, Gateway Learning Community (A company limited by guarantee)	2 nd May 2018	S13 (race and sex) S18 (pregnancy/maternity) S27 (victimisation)	Comparator: S13: Race: Ellie Huxtable, Melissa Day, Jess Croton,

					<p>James Emblem Aoife NQT</p> <p>Sex: Hypothetical Male NQT and/or James Emblem</p> <p>Race and Sex: Hypothetical White Male NQT Science Teacher and/or James Emblem Science Teacher</p> <p>Protected act: S27(2)(c) Being pregnant, Attending antenatal appointment 02/05/2018</p>
5(b)	Threatened that if antenatal appointments are taken then Claimant will fail her NQT year	Richard Heighway, Jo Jaffa, Gateway Learning Community (A company limited by guarantee)	2 nd May 2018	S13 (race and sex) S18 (pregnancy/maternity) S27 (victimisation)	Comparator: S13: Race: Ellie Huxtable, Melissa Day,

					<p>Jess Croton, James Emblem Aoife NQT</p> <p>Sex: Hypothetical Male NQT and/or James Emblem</p> <p>Race and Sex: Hypothetical White Male NQT Science Teacher and/or James Emblem Science Teacher</p> <p>Protected act: S27(2)(c) Being pregnant, Attending antenatal appointment 02/05/2018</p>
5(c)	The minutes of the meeting taken by Jo Jaffa was biased in favour of Richard Heighway and his threats. Claimant had to	Richard Heighway, Jo Jaffa, Gateway Learning Community (A company limited by	May 2018	S13 (race and sex) S18 (pregnancy/maternity) S27 (victimisation)	Comparator: S13: Race: Ellie Huxtable,