



National College for
Teaching & Leadership

Ludiyā Besisira: Professional conduct panel outcome

**Panel decision and reasons on behalf of the
Secretary of State for Education**

October 2015

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Professional conduct panel decision and recommendations, and decision on behalf of the Secretary of State

Teacher:	Ms Ludiya Besisira
Teacher ref number:	9051582
Teacher date of birth:	23 February 1951
NCTL case reference:	8765
Date of determination:	7 October 2015
Former employer:	Mission Grove Primary School, London

A. Introduction

A professional conduct panel (“the panel”) of the National College for Teaching and Leadership (“the National College”) convened on 26 to 28 May and 6 to 7 October 2015 at 53 to 55 Butts Road, Earlsdon Park, Coventry CV1 3BH to consider the case of Ms Ludiya Besisira.

The panel members were Ms Jean Carter (lay panellist in the chair) Mrs Kathy Thomson (teacher panellist), and Mr Tony Woodward (former teacher panellist).

The legal adviser to the panel was Mr Robin Havard of Blake Morgan LLP solicitors.

The presenting officer for the National College was Ms Hannah Eales.

Ms Besisira was present and was represented by Mr Kenny Shoye of SO Law.

The hearing took place in public and was recorded.

B. Allegations

The panel considered the allegations set out in the Notice of Proceedings dated 9 March 2015.

It was alleged that Ms Besisira was guilty of unacceptable professional conduct and/or conduct that may bring the profession into disrepute in that, whilst employed as headteacher at Mission Grove Primary School, London between 2006 and 2008, she:

1. Failed to follow appropriate financial procedures and regulations and/or to report and obtain appropriate Governing Body/Finance Committee approval for:
 - a. An increase to the Individual School Range for headteacher pay between 2006 and 2007:
 - i. From 24 to 30 on 2 March 2006;
 - ii. From 30 to 42 on 1 November 2007;

- b. Payments to herself of £135,700.00 over and above her substantive pay, for covering the headship of Sybourn Junior School, between July 2006 and June 2007 in particular:
 - i. £19,500 in May and on 17 July 2006 from Mission Grove School;
 - ii. £17,200 on 14 November 2006 from EduAction;
 - iii. £15,000 on 6 March 2007 from Mission Grove School;
 - iv. £19,500 on 5 July 2007 from EduAction;
 - v. £22,500 on 31 October 2007 from Mission Grove School;
 - vi. £21,000 on 17 March from EduAction;
 - vii. £21,000 on 20 June 2008 from Sybourn Junior School;
- c. Obtaining:
 - i. Tarmac and grass matting from Education and Special Projects for £94,928.25 on 3 September 2007;
 - ii. Playground equipment from Education and Special Projects for £60,336.26 on 1 October 2008;
 - iii. Boilers and boiler house refurbishment from Thames Energy for £92,722.62;
- d. Entering into a finance leasing arrangement with BNP Paribas on 7 March 2008 to the value of £213,041.00 contrary to the School's financial regulations which state that finance leases are not permitted and that the limit for any non-financial leases that the governing body may enter into without approval from the Council's Director of Finances is £20,000.00;
- e. Instructing and authorising an overpayment to BNP Paribas of at least £50,000.00 excluding VAT from School funds;
- f. Instructing and authorising a payment to Education and Special Projects of £75,564.84 before works had been completed, in March 2008;
- g. Viring across budgets that exceeded her delegated authority, in particular:
 - i. From Classroom Teachers to Contingency on 21 November 2006;
 - ii. From Contingency to Library Set-up Costs on 17 January 2007;
 - iii. From Supply Teachers to Premises Improvements on 17 January 2007;
 - iv. From Contingency to Premises Improvements on 27 March 2008;
 - v. From Contingency to Photocopier Expenses on 01 October 2008;
 - vi. From Contingency to Photocopier Expenses on 09 December 2009.

2. Advised the chair of governors to:

- a. Sign letters authorising payments when he had no authority to do so;

- b. Authorise the payment of an advance to her of £15,000.00 from the School's delegated budget for her personal use following the Education Authority's refusal to make this payment to her, in March 2008;
 - c. Authorise overtime requests between July and November 2009 claiming that the previous Chair of Governors had done this, when she was not entitled to these payments.
3. Claimed overtime for which there was no provision in her contract of employment or within the School Teachers' Pay and Conditions Document without Governing Body consent, between July and November 2009.
4. Asked a subordinate member of staff, Witness A, to sign overtime claims between July and November 2009 for payments she was not entitled to.
5. Authorised the payment of a £10.00 administrative charge from the School Budget to Strictly Education in December 2008 from which she personally benefitted, this being the administration charge for her increased salary to be backdated.
6. Failed to put in place an adequate 'petty cash' system, despite requests to do so.
7. Her actions above exposed cash receipts to the risk of loss and/or misuse and exposed staff to allegations of loss and/or misuse.
8. Implemented a practice of making excessive charges to the Children's Centre Budget resulting in the overstating of the School's Reserves and understating of the Children's Centre Balances.
9. Instructed staff to bank income from day care fees paid by parents into the School Fund instead of the School's Delegated Budget, in January 2009, as a result of which she failed to account for that income in the School's Budget.
10. Knowingly employed an illegal worker, Individual A, as a teaching assistant in January 2007.
11. Behaved in a bullying and intimidating manner towards Individual B and Witness A.
12. Failed to co-operate with officers from the Local Authority's Education Welfare Service and thereby ensure the effective management of pupil attendance.
13. Her actions at paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 were;
 - a. Misleading;
 - b. Intended to mislead;
 - c. Dishonest.

Ms Besisira denied the allegations and therefore, also denied that she was guilty of unacceptable professional conduct and/or conduct likely to bring the profession into disrepute.

C. Preliminary applications

Additional documents

At the outset of proceedings, on behalf of Ms Besisira, Mr Shoye applied for the panel's permission to allow into evidence at that stage a written response prepared by Ms Besisira, together with various appendices.

The presenting officer did not object to the admission of those documents.

Having considered the matter, the panel concluded that it would be in the interests of justice to allow the documents into evidence even though it was at a very late stage in the proceedings.

D. Summary of evidence

Documents

In advance of the hearing, the panel received a bundle of documents which included:

Section 1: Chronology and anonymised pupil list - pages 1 to 8

Section 2: Notice of Proceedings and Response - pages 9 to 17

Section 3: NCTL witness statements - pages 18 to 50

Section 4: NCTL documents - pages 51 to 2464

Section 5: Teacher documents - pages T1 to T71

The panel members confirmed that they had read all of the documents in advance of the hearing.

Witnesses

The panel heard oral evidence from:

- Witness A: Teacher
- Witness B: HR Specialist/External Investigator
- Witness C: Senior Investigator
- Ludiya Besisira, who gave evidence on her own behalf

E. Decision and reasons

The panel announced its decision and reasons as follows:

We have now carefully considered the case before us and have reached a decision.

We confirm that we have read all the documents provided in the bundle in advance of the hearing. The panel had also considered carefully the written and oral submissions provided by the Presenting Officer and Mr Shoye.

Brief Summary

Mission Grove Primary School is a community school in the Borough of Walthamstow, London.

On 14 January 2000, Mission Grove Primary School advertised for a headteacher.

The salary for this position is set at a level which must comply with a national pay scheme, further details of which are set out below.

Ms Besisira applied successfully for the position of headteacher at Mission Grove Primary School and the terms of her appointment were set out in a letter dated 24 May 2001.

However, it was alleged that in March 2006 and November 2007, Ms Besisira was awarded salary increases which were excessive and in breach of the recognised financial procedures and regulations.

Furthermore, in July 2006, Ms Besisira took up a position as the executive headteacher at Sybourn Junior School which was to be in addition to her duties as headteacher of Mission Grove.

Between May 2006 and June 2008, Ms Besisira was paid a number of lump sum amounts but, again, it was suggested that such payments were improper and, in making those payments, there was a failure to obtain the approval of the governing body or finance committee for such payments being made.

Finally, on commencing an investigation into concerns relating to Ms Besisira's level of pay, it became apparent that there were a number of other issues of concern regarding Ms Besisira's conduct, whether in terms of unauthorised payments being made to contractors, misapplying school funds, claiming overtime when not entitled to do so, employing an illegal worker knowing that it was inappropriate to do so, and behaving in a bullying and intimidating manner towards members of staff.

In December 2009, the case was referred to a senior investigator, Witness C, employed by Waltham Forest Council ("the Council" or "the borough") who carried out an extensive investigation.

These proceedings are based to a significant extent on the findings of Witness C supported by evidence from other members of staff and HR personnel. Having heard evidence from Witness C, the panel concluded that her investigation, which included providing Ms Besisira with an opportunity to respond and comment on Witness C's findings, had been thorough and fair.

Findings of fact

Our findings of fact are as follows:

We have found the following allegations of the allegations against you proven, for these reasons:

1. **Failed to follow appropriate financial procedures and regulations and/or to report and obtain appropriate Governing Body/Finance Committee approval for:**
 - a. **An increase to the Individual School Range for headteacher pay between 2006 and 2007:**
 - i. **From 24 to 30 on 2 March 2006;**
 - ii. **From 30 to 42 on 1 November 2007;**

The facts of allegation 1a were accepted by Ms Besisira although it was not accepted that this arose out of her failure to follow financial procedures and regulations and/or to report and obtain appropriate Governing Body/Finance Committee approval.

Indeed, the facts of allegations 1a to 1g were all admitted by Ms Besisira on the same basis.

As Mission Grove was a maintained school, at the material time, headteachers were remunerated according to a national pay scheme set out in the School Teachers Pay and Conditions Document (STP & CD). All education authorities were obliged by regulation to comply with STP & CD. A school such as Mission Grove fell within an "Individual School Range" ("ISR") which was set out in the STP & CD and this would have determined senior leadership pay.

The ISR was aligned to the "group" in which a school would find itself and this was determined by the school's size and profile and, on occasion, by any exceptional circumstances which may have applied to that school.

Consequently, the STP & CD was set nationally, and the group into which a school was determined on a national basis.

Within a group, the ISR would have had a seven point range, and it would have been for the governors to determine the level of pay of the headteacher within that seven point range of the ISR.

By the time that Ms Besisira had taken up her post at Mission Grove, the School, which was formerly a group 3 school, had been re-assessed as a group 4 school and therefore attracted a higher ISR. The ISR for a group 4 school was a seven point range between L11 and L22 (for example the range might be from L11 to L17 or L13 to L19).

In any one year, having carried out a proper review and appraisal of a headteacher's performance, a governing body could award an increase of one point within the ISR range or, if there had been an exceptional performance, a maximum of two points. Again, whether the performance of the headteacher had been "exceptional" would depend on the

outcome of a review of that performance by a committee to which that responsibility had been delegated by the governing body and which would then report its recommendations to the governing body.

In the period March 2006 to November 2007, the ISR for a group 3 school had to fall in a seven point range between L11-L24 (£45,264.00 - £61,194.00).

On her appointment in September 2001, Ms Besisira was employed on a salary of L19 i.e. £50,097.00.

At the time that Ms Besisira commenced her headship at Mission Grove, the human resource functions had been outsourced by the borough to a private company called EduAction.

It was submitted on behalf of Ms Besisira that, as a consequence of the appointment of EduAction, neither the STP & CD nor the school's Financial Regulations applied. No evidence was produced to support such an assertion. The panel had seen minutes of governors' meetings at which the financial procedures for the school which had been provided in draft by the borough were adopted with appropriate amendments. This submission was therefore rejected by the panel.

Furthermore, the panel found that Ms Besisira was familiar with the Finance Regulations dated 2005 and 2008, both of which had been approved by the board of governors. Indeed, the 2008 version had written on it, "Ludiya's copy 12/12/2008".

In the course of 2003 and 2004, various increases were awarded to Ms Besisira so that, as at December 2004, Ms Besisira's salary was at L23 on the pay scale. Indeed, in December 2004, the Chair of the Finance Committee at Mission Grove, Individual C, confirmed that the Performance Management Review Panel had awarded Ms Besisira one point taking her to L23.

Ms Besisira appealed unsuccessfully against that decision.

In September 2005, it was significant that a gentleman called Individual D became the chair of governors. Having considered his witness statement and having listened to the evidence of Witness C who the Panel found to be a reliable, credible and objective witness, it was clear that, whilst Individual D devoted substantial amounts of his personal time to his role as chair of governors, his knowledge of the financial framework within which the school was supposed to operate, to include specifically the basis on which Ms Besisira should be remunerated and the parameters, and limitations of authority, of the headteacher's ability to manage the financial affairs of the school, were wholly inadequate. Furthermore, the panel concluded that Ms Besisira exercised very considerable influence over Individual D who did not challenge or question requests or demands made of him by Ms Besisira and effectively "did her bidding".

On 16 December 2005, Individual D wrote to EduAction authorising a further salary increase for Ms Besisira to L24 (£61,194.00 per annum).

On 2 March 2006, Individual D wrote to EduAction confirming that Ms Besisira's salary was to be increased to L26 and in the same letter stated that the personnel committee within the school had agreed that the ISR for a headteacher's pay should be raised from a maximum of L24 to a maximum of L30 with effect from 1 September 2005. This would mean that Ms Besisira's salary would no longer fall within the range of a group 3 school.

Witness C discovered, and the panel found, that there had been no meeting of a personnel committee at which such an increase had been agreed and it was only Individual D who had approved it.

Over the next 3 years, a succession of unauthorised pay increases were made in favour of Ms Besisira in that none of them had been properly approved by, or reported to, Governors or any committee to which that task had been delegated.

On 1 November 2007, the level of ISR was increased from a maximum of L30 to a maximum of L42, again purported to be authorised by Individual D without any adherence to a proper process. By reference to the scale, L42 equates to a salary of £97,000.00. It fell within group 8 which was typically applicable to a large secondary school.

By this time, Ms Besisira had taken up the Executive Headship of Sybourn Junior School to which reference is made below but, even if it were appropriate to combine both roles, the panel accepted Witness C's calculation and found that such a role would indicate a group 5, but certainly not a group 8, school.

In any event, the panel was satisfied that, when Ms Besisira was awarded the increases as set out in allegation 1a, Ms Besisira had failed to follow appropriate financial procedures and regulations and had failed to report and obtain appropriate Governing Body/Finance Committee approval for those increases.

Part ix of the STP & CD 2003 stipulated that there was a responsibility on the headteacher to advise the governing body of all matters that concern them, to include financial procedures, policies, appointments and salary levels within the school.

Not only had Ms Besisira failed to fulfil that obligation, but she had taken advantage of the lack of understanding and knowledge of Individual D in order to gain his official support for the very substantial increases in salary that were "awarded" to her.

Letters were regularly drafted by Ms Besisira and placed before Individual D for his signature without him having any real understanding or knowledge of what he was signing. Both Individual E and Individual D confirmed that this included the letters that were drafted by Ms Besisira which authorised the increases to her salary and the maximum of the ranges which form the substance of this allegation. Individual D also stated that he was never advised by Ms Besisira of the monetary amount which equated to a particular level on the ISR. Ms Besisira said that her salary was confidential.

This was all achieved by Ms Besisira without the governing body having knowledge of it. There are no minutes of any governor's meeting at which this increase in salary was approved.

On this basis, the panel found allegation 1a proved.

- b. Payments to yourself of £135,700.00 over and above your substantive pay, for covering the headship of Sybourn Junior School, between July 2006 and June 2007 in particular:**
- i. £19,500 in May and on 17 July 2006 from Mission Grove School;**
 - ii. £17,200 on 14 November 2006 from EduAction;**
 - iii. £15,000 on 6 March 2007 from Mission Grove School;**
 - iv. £19,500 on 5 July 2007 from EduAction;**
 - v. £22,500 on 31 October 2007 from Mission Grove School;**
 - vi. £21,000 on 17 March from EduAction;**
 - vii. £21,000 on 20 June 2008 from Sybourn Junior School;**

Ms Besisira accepted that she had received all the payments set out in allegation 1b but denied that she had failed to follow appropriate financial procedures and regulations and/or to report and obtain appropriate Governing Body/Finance Committee approval in respect of those payments.

In early 2006, Individual F of EduAction's School Improvement Service approached Mission Grove and asked Ms Besisira to act as Headteacher of both Mission Grove School and Sybourn Junior School ("Sybourn") following the resignation of the headteacher at Sybourn.

Ms Besisira accepted this appointment and, during the seven terms that she was head of Sybourn, Individual D authorised £135,700.00 of payments to Ms Besisira over and above her substantive salary.

In an agreement dated 21 July 2006 signed by Individual D, Sybourn would pay the equivalent of 15 hours per week at £500.00 per day for the services of Ms Besisira with three quarters of that charge to be paid to Ms Besisira and one quarter to be paid to Mission Grove. This agreement was drafted by Ms Besisira.

Any work carried out during weekends or after school hours would be paid at £300.00 per hour, Mission Grove would raise invoices to Sybourn Junior School and the money paid to Ms Besisira would be paid through Mission Grove Primary School's payroll. However, as in the case of Mission Grove, many of the administrative functions of Sybourn had been outsourced by the borough to EduAction. Nevertheless, Individual F had no knowledge of the terms of the agreement contained within the letter of 21 July 2006 signed by Individual D and it was never the intention of EduAction that Ms Besisira should personally benefit in the manner and to the extent that she did.

Neither Individual C, who was chair of the Finance Committee at Mission Grove, nor Sybourn governors had any knowledge of how much she was being paid. Indeed, Individual C stated that at no meetings at which he attended was the issue of Ms Besisira receiving additional payments discussed. Had he been aware, he would have strongly opposed such payments being made and would have consulted the borough.

One of the reasons for the payments being made to the school was to enable other members of staff, such as Witness A, to “act up” on a temporary basis, to cover for Ms Besisira when she was engaged at Sybourn. In recognition of this, Witness A would have been entitled to an enhanced salary and this would have been funded by the arrangement. In fact, the panel was sympathetic to Witness A when he said that he considered he had not been treated fairly by Ms Besisira with regard to his remuneration when taking on the role of Acting Deputy Head at Mission Grove for a substantial part of each week to enable Ms Besisira to take on the assignment at Sybourn. Individual F of EduAction confirmed, *“What had happened in other similar situations was that the headteachers would regrade senior staff, enabling them to carry out some of the functions carried out by the headteacher. I expected therefore Ludiya would do the same, that is, regrade members of the leadership teams in both schools thereby releasing her to effectively manage both schools.”*

The panel accepted this comment from Individual F as an accurate and helpful summary of standard practice.

Whilst Ms Besisira maintained that the amounts she was to be paid had been authorised by Individual F of EduAction, the letter dated 21 July 2006 from Individual D was stamped as having been received on the same day i.e. “received 21 Jul 2006 Payroll”. Individual F denied authorising any such payments and stated that none of the signatures or handwriting on the documents were his. It was Individual F’s expectation that the daily rate offered for Ms Besisira’s services at Sybourn would contribute towards the cost of other personnel acting up as Acting Deputy Heads to cover the arrangements in both schools. It was not designed to pay Ms Besisira not only her salary from Mission Grove but a separate salary for her role at Sybourn. Whilst a larger job, her role in covering both Mission Grove and Sybourn was seen as one job.

The reason why Individual D approved the payments totalling £135,700.00 being made to Ms Besisira was on his understanding that Ms Besisira had informed him that the arrangements had been agreed by Individual F of EduAction. Clearly this was not correct. As in other instances, Individual D simply accepted at face value what was being said to him by Ms Besisira.

The payment of £21,000.00 on 20 June 2008 was from Sybourn out of its budget. The governing body did not approve it nor did Sybourn’s chair of governors, Individual G, know anything about it, and was made as a consequence of a purchase order that Ms Besisira herself authorised in direct breach of all financial rules.

For these reasons, the panel found that Ms Besisira had engineered a process by which she received the payments set out in allegation 1b. Ms Besisira achieved this by misleading the chair of governors at Mission Grove into believing that a) she was entitled to such amounts and b) he had sole authority to authorise such payments.

In behaving in this way, it meant that neither EduAction nor the board of governors at Mission Grove nor the board of governors at Sybourn were aware of the extent of the payments or the recipient of the money. Whilst it may be said that EduAction should have exercised greater diligence and control over the entire process, it did not detract from the seriousness of the misconduct on the part of Ms Besisira.

In acting in this way, Ms Besisira failed to follow appropriate financial procedures and regulations and failed to report and obtain appropriate governing body approval for such payments.

On this basis, the panel found the allegation proved.

c. Obtaining:

- i. Tarmac and grass matting from Education and Special Projects for £94,928.25 on 3 September 2007;**
- ii. Playground equipment from Education and Special Projects for £60,336.26 on 1 October 2008;**
- iii. Boilers and boiler house refurbishment from Thames Energy for £92,722.62;**

Ms Besisira agreed that she had been responsible for the payments particularised at 1c i ii and iii being made and also agreed that she had not tendered for this work.

Taking account of the sums involved, each item would amount to major capital work and therefore Ms Besisira was obliged to put such projects out for tender. It was an obligation for the rules relating to the procurement of such work to be followed. This was to ensure fairness and also so that the bids which may be received could be scrutinised to determine which bid was the most advantageous for the school in terms of meeting its needs and value. It also minimised the risk of fraud or the perception of fraud.

It was accepted by Ms Besisira that, prior to her employment at Mission Grove, she had experience in financial matters as an auditing clerk at Coopers and Lybrand and financial positions at various other organisations.

At the time that the work specified in allegation 1c was proceeding, there were financial regulations in place at the school with regard to the levels of funding over which appropriate authority would have to be required. For example, in 2005 and 2008, the level over which tenders should involve the governing body in shortlisting and interviewing were £10,000.00 and £20,000.00 respectively.

There was also a requirement that, depending on the value of the contract, a certain number of tenders would be considered. If the contract value was worth over £50,000.00, tenders or bids would be required from six bidders.

On not one of the three projects did Ms Besisira follow the financial regulations of the school and simply awarded the contracts without following the procurement process.

Both in her interview with Witness C and in the course of her evidence, Ms Besisira stated that she had not obtained the required number of bids as the projects were, “specialist projects” and also endeavoured to suggest that she had been advised by a member of the Council that there was no need to put these projects out to tender.

The panel rejected Ms Besisira's evidence. It was clear that, taking account of the size and nature of the projects, it was essential for Ms Besisira to follow the school's financial regulations when procuring work of this sort to be completed.

Indeed, in respect of the playground equipment from Education and Special Projects which was purchased for £60,336.26, Individual H, Strategy and School Organisation Team Project Leader, raised concerns that this, "amount was excessive and that other quotes should be sought". He stated that there was a contractor already on site as part of the Children's Centre work who may have been able to offer better value. This email was sent on 15 February 2008. Notwithstanding that, Ms Besisira pressed ahead and placed the order with Education and Special Projects.

In the circumstances, the panel found that Ms Besisira had failed to follow appropriate financial procedures and regulations and also failed to report and obtain appropriate governing body approval for the work being undertaken.

Consequently, the panel found this allegation proved.

d. Entering into a finance leasing arrangement with BNP Paribas on 7 March 2008 to the value of £213,041.00 contrary to the School's financial regulations which state that finance leases are not permitted and that the limit for any non-financial leases that the governing body may enter into without approval from the Council's Director of Finances is £20,000.00;

This was admitted by Ms Besisira. However, she denied that she failed to follow financial regulations or obtain governors' approval.

This was a substantial leasing arrangement with BNP Paribas to enable the school to procure photocopiers to the value of £213,041.00.

The school's financial regulations forbid any finance leases. The governing body may approve a non-finance lease up to £20,000.00 but any lease over £20,000.00 must be approved by the borough's Director of Finance. Again, this is clearly set out in the school's financial regulations.

Despite there being clear provisions that forbid any such finance leases being entered into by Ms Besisira, she signed such a finance agreement for the supply of 8 photocopiers to be repaid over a 5 year period, committing the school to paying £17,390.00 per quarter to BNP Paribas, the total cost being £213,041.00, the suppliers of the copiers being LTM Digital Ltd.

It was accepted in interview by Ms Besisira that she had entered the agreement and she had not obtained written permission from the Director of Finance to enter into the lease. Furthermore, the chair of Mission Grove's governing body's finance committee, Individual C, stated that he was not aware of the lease.

In the circumstances, the panel found this allegation proved and that, in entering the finance leasing arrangement, Ms Besisira failed to follow appropriate financial procedures

and regulations nor did she report and obtain appropriate governing body/finance committee approval.

e. Instructing and authorising an overpayment to BNP Paribas of at least £50,000.00 excluding VAT from School funds;

Despite the fact the lease with BNP Paribas provided for quarterly payments of £17,390.00, Ms Besisira, without any prior authority from anyone, authorised an overpayment to BNP Paribas of at least £50,000.00. In doing so, this had the effect of suppressing the school's reserves of cash.

On 23 April 2009 and 18 June 2009, Ms Besisira paid to BNP Paribas lump sum payments of £51,600.00 and £57,500.00 respectively.

When asked about such payments, Ms Besisira stated that the payments were designed to pay off the lease earlier and this was made possible because there was, "excess money in (the) budget".

Ms Besisira maintained that she had an agreement from BNP Paribas that any payments over and above the quarterly payments would reduce the overall money owing to them. However, Witness C spoke with BNP Paribas who indicated that the terms of any agreement would not be reduced and the money would sit in their account as a "credit".

Ms Besisira indicated that the governors had approved these payments but there is no reference to such approval in any governors' minutes and Individual C, the chair of the governing body's finance committee, had no knowledge of the lease in the first place.

The borough had a policy of "clawing back" any excess in an individual school's budget over 8%. In her interview, Ms Besisira stated that she was aware of this policy and that if the money had not been paid to BNP Paribas it would have been clawed back. As indicated by Witness C, there were incentives therefore to schools in spending their budgets up to the limit but this presupposes that the budget was spent legitimately. In doing this, Ms Besisira had knowingly deprived the borough of funds to which it was entitled.

Witness C and a representative of BNP Paribas exchanged emails on 12 February 2010 and the level of credit was put towards future quarterly repayments.

The panel found that the utilisation by Ms Besisira of school funds in this way without any prior authority was a significant breach of the school's financial rules.

The panel therefore found this allegation proved and that Ms Besisira had failed to follow appropriate financial procedures and regulations or to report and obtain governing body approval.

f. Instructing and authorising a payment to Education and Special Projects of £75,564.84 before works had been completed, in March 2008;

On 8 March 2008, Ms Besisira authorised payment of £75,565.84 to Education and Special Projects in respect of the work particularised at paragraph c(i) above even though the work had not been completed. This substantial amount was paid before the work was actually complete and without governing body knowledge, let alone approval, which was in breach of the school's financial regulations.

The panel found that this was to avoid the claw back provisions if the school's budget had not been spent by the end of the financial year on 31 March 2008. Whilst Ms Besisira may have considered this to be in the school's best interests, it did not permit her to act unilaterally and without proper authority.

Consequently, the panel found this allegation proved.

g. Viring across budgets that exceeded your delegated authority, in particular:

- i. From Classroom Teachers to Contingency on 21 November 2006**
- ii. From Contingency to Library Set-up Costs on 17 January 2007**
- iii. From Supply Teachers to Premises Improvements on 17 January 2007**
- iv. From Contingency to Premises Improvements on 27 March 2008**
- v. From Contingency to Photocopier Expenses on 01 October 2008**
- vi. From Contingency to Photocopier Expenses on 09 December 2009**

A virement is a process by which funds are transferred from one budget to cover an overspend in another. It was a process which was covered in the school's financial regulations (for example paragraphs 7.3 and 7.4) and there were strict limits of authority available to Ms Besisira in her role as headteacher. She was entitled to make virements within the employee budgets. As for non-employee budgets, prior to 2008, Ms Besisira was allowed to "vire" up to a cumulative maximum of £10,000. Post-revision of the school's financial regulations in 2008, this limit was increased to £20,000. Even then, all virements within those limits had to be notified to the governing body. All virements over that amount had to be approved by the governing body in advance.

Ms Besisira accepted that she had made the virements as particularised above. The panel considered that, when asked whether she had either notified, or obtained the approval of, the governing body in respect of those virements, her answers were evasive.

There were no minutes of meetings which either recorded the governing body being notified of the virements or of Ms Besisira seeking its approval. Individual C, the Chair of the Finance Committee, confirmed that he had not been aware of the virements being made.

The panel found that the virements had been made. Indeed, as stated, this was admitted by Ms Besisira. The panel also found that she did not notify the governing body of the virements nor, in respect of those payments where the level required it, did she seek the governing body's approval. This was in breach of the school's financial regulations.

Consequently, the panel found this allegation proved.

2. You advised the Chair of Governors to;

a. Sign letters authorising payments when he had no authority to do so;

The NCTL's case related to the following letters signed by Individual D:

- 21 July 2006 - this was the letter which sets out the agreement relating to Ms Besisira's appointment at Sybourn. Individual E, the administrative and clerical officer at Mission Grove, confirmed that it was she who typed it and it was Ms Besisira who dictated the letter to her;
- 14 November 2006 - this was the letter to Individual F enclosing an invoice for Ms Besisira's services for working at Sybourn for the period September to December 2006 although there was no indication that any of the money payable would be paid to Ms Besisira personally;
- 31 October 2007 - this is a further letter to EduAction relating to the increase in Ms Besisira's salary.

The panel was satisfied that Individual D had no authority to sign these letters and that authority was required at the very least from the board of governors at Mission Grove. Furthermore, Ms Besisira knew that Individual D had no authority to sign the letters.

b. Authorise the payment of an advance to you of £15,000.00 from the School's delegated budget for your personal use following the Education Authority's refusal to make this payment to you, in March 2008;

Individual D provided written authority for this payment to be made to Ms Besisira. However, it was based entirely on Individual D's reliance on Ms Besisira's assurances that such a payment had been authorised by payroll. This was despite the fact that Ms Besisira subsequently suggested that it was Individual D who had checked with payroll. The panel simply did not find this credible. Ms Besisira stated that it related to payment for work that she had already done but was not more specific.

However, Ms Besisira admitted that: a. prior to getting Individual D to sign a letter authorising the payment, EduAction had refused to make this payment to her, and b. the payment was in fact a mistake and she subsequently repaid it.

The panel found that it was Ms Besisira who had drafted the letter for Individual D to sign, and that she had misled him into believing that the payment was legitimate.

The panel had considered the written statement of Individual D and had also accepted the evidence of Witness C when she said that, on interviewing Individual D, it was clear that he had little understanding of the financial procedures and structures within the school and that he had placed his complete trust in Ms Besisira.

Consequently the panel found this allegation proved.

c. Authorise overtime requests between July and November 2009 claiming that the previous Chair of Governors had done this, when you were not entitled to these payments.

Ms Besisira was paid £2,584 and £2,115 in respect of “overtime” in September and October 2009 respectively.

Neither in Ms Besisira’s letter of appointment nor in the School Teachers Pay and Conditions documents was there any mention of an entitlement to “overtime”. Furthermore, Ms Besisira was unable to indicate to the panel when her normal hours came to an end and overtime started. Indeed, Ms Besisira was pressed on this point and she was evasive in her answers. As a general observation, the panel found Ms Besisira to be unreliable and confusing when giving her evidence.

The chair of governors at the material time, Individual I, had been assured by Ms Besisira that this was not a new development and that Individual D had authorised such payments in the past. Whilst this was true, it did not mean that such payments were legitimate. Again, the panel found that Individual D would not have known whether Ms Besisira was entitled to overtime and would simply have placed reliance on what Ms Besisira told him.

The panel found that it would have been extraordinary for any headteacher to be entitled to overtime. There are no set hours for a headteacher.

The panel was satisfied that she knew she was not entitled to receive payments in respect of “overtime” and that, in the way outlined above, she misled Individual I into believing that she was.

The panel therefore found this allegation proved.

3. You claimed overtime for which there was no provision in your contract of employment or within the School Teachers’ Pay and Conditions Document without Governing Body consent, between July and November 2009.

The panel repeated its findings in respect of allegation 2c above and found this allegation proved.

4. You asked a subordinate member of staff, Witness A, to sign overtime claims between July and November 2009 for payments you were not entitled to.

The panel repeated its findings at allegations 2c and 3 above in finding that Ms Besisira was not entitled to the overtime payments paid to her.

The panel had had the advantage of hearing Witness A give evidence. The panel found him to be a reliable, credible and honest witness who gave his evidence in a measured way.

The panel was struck by his evidence, both written and oral, which it accepted, that he simply did not feel in a position to question what was being asked of him by Ms Besisira even though he clearly had doubts as to the validity of the claims being made. He had

concerns as the documents did not contain any detail relating to the daily rates or the number of hours Ms Besisira had worked.

He stated, *“Despite the lack of detail, I signed the sheets because I did not dare question Ludiya Besisira”*. Whilst relating to another issue, Witness A did say that he also had in his mind the fact that, on one occasion when he had questioned Ms Besisira in a meeting, he subsequently received a text message from her saying, “Don’t bite the hand that feeds you” which he found intimidating.

Ms Besisira accepted that she had requested Witness A to sign the overtime sheets.

The panel found this allegation proved.

5. You authorised the payment of a £10.00 administrative charge from the School Budget to Strictly Education in December 2008 from which you personally benefitted, this being the administration charge for your increased salary to be backdated.

Ms Besisira admitted that she had authorised this payment. She maintained that she was the only person who could authorise payment of this sum which was an administrative charge to enable the backdating of the increase in her salary. However, EduAction could have authorised it. The panel found on the balance of probabilities that it was proper to infer that she did not request EduAction to authorise it as she knew, or suspected, that such authorisation would not have been forthcoming.

Whilst not a large sum, it was representative of Ms Besisira’s approach to financial matters at the school and that she would take such steps as were necessary to achieve her aims. However, it meant that she received her salary enhancement in advance of other members of staff and, despite the small amount compared with the level of her salary, she nevertheless recouped this amount under her own authority.

The panel was concerned that what Ms Besisira did was in breach of the basic principle that a teacher should not authorise a payment from which that teacher would benefit personally.

The panel therefore found this allegation proved.

6. You failed to put in place an adequate ‘petty cash’ system, despite requests to do so.

Witness C investigated the way in which cash items were controlled and, in the course of doing so, took statements from the Senior Administrator at Mission Grove, Individual J, and Individual K, Finance Officer.

When Individual J started at Mission Grove the system with regard to payment, and repayment, of expenses would be that expenses incurred by members of staff for the benefit of the school were paid out of cash income.

It meant that these items of expense being incurred were being “netted off” against cash income without any proper control or record-keeping.

A proper petty cash system with cash expenses charged directly to it would have ensured that there was a proper record being kept, with documentary evidence, to confirm what sums had been withdrawn and by whom.

However, whilst Ms Besisira was approached by both Individual J and Individual K suggesting the system should be changed, Ms Besisira refused to entertain their proposal. The panel found it relevant that individual J confirmed, *“...it was a headache but with Linda (sic), you had to do what she said. If you argued with her it would be like arguing with a brick wall. She would make your life very difficult.”*

The panel found this allegation proved.

7. Your actions above exposed cash receipts to the risk of loss and/or misuse and exposed staff to allegations of loss and/or misuse.

The panel repeated its findings under paragraph 6 above. The system adopted by Ms Besisira meant that there was every opportunity for a person to make improper withdrawals as they were not being recorded in the school's books of account. Without a proper system of control such as the one introduced following Ms Besisira's departure, it would have been extremely difficult to track down the person responsible. The system relied on the honesty of the staff which is not in question. Had there been discrepancies, there was a risk that an honest member of staff could be wrongly accused of acting improperly.

The panel found this allegation proved.

8. You implemented a practice of making excessive charges to the Children's Centre Budget resulting in the overstating of the School's Reserves and understating of the Children's Centre Balances.

In July 2007, with considerable support from the Council, the school opened a Children's Centre (“the Centre”) to include a new building and expansion of existing school buildings. A borough accountant was allocated to the project and a start-up grant of £79,000 was paid.

Whilst the budget for the Centre was managed by the school, it was to have its own budget separate to that of the school.

Whereas some underspend on the school's budget can be retained by the school, any underspend on the Centre's budget had to be repaid to the borough.

In the course of her investigation, Witness C discovered, and the panel found, that Ms Besisira would apportion excessive charges by the school to the Centre's budget so as to reduce the amount that would have to be returned to the borough. This had the knock-on effect of inflating the school's reserves which could be retained.

Examples of excessive and unjustified sums being charged to the Centre were provided by Witness A in the course of his evidence supported by other instances in the statements of Individual K, Individual L and Individual M.

- Both Individual N and Individual O worked full-time for the school but Ms Besisira directed that 50% and 100% of the salaries of Individual N and Individual O respectively should be charged to the Centre;
- In the first year of the Centre, a charge of £15,000 was made to the Centre's budget for use of the school's portacabin and Ms Besisira directed that the same charge should be made in the following year i.e. 2008, even though the portacabin was no longer in use by the Centre;
- Ms Besisira directed that 30% of the school's utility and service costs should be charged to the Centre even though on a formula prepared by Individual M, only 5% should have been charged to the Centre.

The panel noted the observations of Individual L regarding the overall approach of Ms Besisira which resonated with the evidence of a number of other witnesses. She stated that, *"The way that the school's finance work is that Ludiya controlled everything. All outside correspondence and information first had to be directed to her. She decided what payments would be coded to which budgets and the time the order and payments were authorised, and approved every item of expenditure."*

In this way, Ms Besisira implemented excessive charges to the Centre which had the effect of overstating the school's reserves and understating the Centre's balances.

The panel therefore found this allegation proved.

9. You instructed staff to bank income from day care fees paid by parents into the School Fund instead of the School's Delegated Budget, in January 2009, as a result of which you failed to account for that income in the School's Budget.

The bursar, Individual L, the Finance Officer, Individual J, Individual E and Individual K all provided evidence on this matter. They were instructed by Ms Besisira to pay amounts collected for day care fees, the cost of which was borne by the school, into the "School Fund" as opposed to the School's budget even though they knew it was wrong to do so. The School Fund was a voluntary fund not involving the borough and was intended entirely for the direct benefit of pupils. It would hold sums such as those raised by a fund-raising project or PTA events. Indeed, there was a written instruction from Ms Besisira for such fees to be transferred from the Main account to the School Fund.

The consequence of this was that it would misrepresent the level of the school's income and the borough would not be receiving accurate data.

Consequently, the panel found the allegation proved.

11. You behaved in a bullying and intimidating manner towards Individual B and Witness A

In support of this allegation, the panel heard evidence from Witness B who was an HR specialist and appointed as an independent external investigator to assess allegations of bullying and intimidation by Ms Besisira towards Individual B and Witness A. In addition, as stated above, the panel heard evidence from Witness A and had read the statement of Individual B.

There are numerous references in this decision and in the evidence on which the NCTL's case was based which indicated that Ms Besisira adopted an authoritarian approach to managing the school.

When she took on the post at Sybourn, Ms Besisira had arranged for Individual B and Witness A to act up as Acting Deputy Heads. However, it rapidly became clear that Ms Besisira would not countenance any sort of challenge from her senior managers and reacted in a hostile manner.

After a senior management meeting at which Witness A had challenged Ms Besisira, she sent him a text saying, "Don't bite the hand that feeds you" which gave impetus to his decision to leave the school. Reference was also made to the time at which Witness A was given little choice but to sign Ms Besisira's overtime claims and the panel repeats its findings under allegation 4 above.

As for Individual B, Witness A described Ms Besisira's treatment of her as "appalling" and had witnessed at first hand instances when Ms Besisira had belittled Individual B in front of others, leading to Individual B often being upset and crying. Ms Besisira would exclude Individual B from meetings and there was one occasion when Witness A saw Ms Besisira shut the door on Individual B and tell her to leave.

When interviewed by Witness B, Ms Besisira showed little sympathy for Individual B and denied any mistreatment of her, stating that her condition was as a result of the loss of her mother.

However, the panel had read the report of Witness B and listened carefully to her evidence. On the balance of probabilities, the panel accepted the findings contained in the report. Furthermore, little of her evidence was challenged under cross-examination. The report contained some particularly serious conclusions as to Ms Besisira's bullying behaviour.

Under cross-examination, Ms Besisira maintained her denial of any wrong-doing, stating that Individual B having to attend counselling sessions had nothing to do with her treatment of her.

The panel was not impressed with Ms Besisira's account and her attitude towards this allegation. The panel was satisfied on all the evidence that Ms Besisira behaved in a bullying and intimidating manner towards Individual B and Witness A and found this allegation proved.

12. You failed to co-operate with officers from the Local Authority's Education Welfare Service and thereby ensure the effective management of pupil attendance.

The School's Attendance Guidance Manual encouraged cooperation between the school and the Education Welfare Service with regard to pupil attendance and the need for data to be shared. As part of her investigation, Witness B discovered that Ms Besisira had been obstructive to education welfare officers ("EWOs") and provided detail in her report with regard to the difficulties encountered. The report confirmed one member of staff had been told by Ms Besisira not to provide data to an EWO who had experienced great difficulty in arranging to meet with Ms Besisira.

The panel concluded that Ms Besisira did not wish to cooperate and share data with the EWO and was therefore obstructive to their attempts to obtain information to which the Local Authority was entitled. The panel had considered and rejected the explanation put forward by Ms Besisira which was effectively that it was the responsibility and fault of the Local Authority that it did not make adequate arrangements to collect the data.

The panel therefore found this allegation proved.

13. Your actions at paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 were;

a. Misleading

b. Intended to mislead

c. Dishonest

The panel considered it was necessary to make findings on an allegation by allegation basis.

The panel repeated and relied on its findings in respect of each allegation set out above.

As a general point, the panel decided that it was possible to mislead, and intend to mislead, by omission i.e. by failing to provide parties with relevant information.

Allegation 1a

The panel considered Ms Besisira to be an intelligent and ambitious person. The panel also found that she understood the basis on which a headteacher was remunerated as set out in STP&CD.

It was Ms Besisira who drafted the letters to be signed by Individual D to increase the ISR to the levels stipulated. The panel found that she knew that this would take her pay scale outside the pay scale for a school like Mission Grove. She also knew that Individual D had no real understanding of the basis on which the pay of a headteacher was calculated and took advantage of the trust he placed in her reassurances that it was appropriate for him to sign the letters authorising the increases. She told him, for example, that the borough had agreed that, following the introduction of the School Centre, the school would now be in Group 7 although no evidence was produced to confirm this.

Finally, the panel concluded that Ms Besisira deliberately concealed this increase in the ISR from the Governing Body including the Finance Committee chaired by Individual C.

The panel therefore found that Ms Besisira had deliberately misled Individual D. It also found that any reasonable and honest person would have found such behaviour dishonest. Furthermore, Ms Besisira knew that, by those standards, she had acted dishonestly.

On this basis, in respect of allegation 1a, the panel found allegation 13 a, b and c proved.

Allegation 1b

Again, Ms Besisira took advantage of the trust placed in her by Individual D who authorised the payments and she also took advantage of EduAction by failing to inform Individual F that she herself would be benefiting financially from her position at Sybourn.

Ms Besisira also failed to notify Individual C, the chair of the Finance Committee, of the fact that she personally, as opposed to the school, was receiving such large payments. Had he known, he would have objected strongly.

Consequently, the panel found that Ms Besisira had misled, and had intended to mislead, Individual D, EduAction and the Governing Body via its Finance Committee and Individual C in particular.

On this basis, in respect of allegation 1b, the panel found allegation 13 a, b and c proved.

Allegation 1c

The panel found that Ms Besisira was fully familiar with the content of the document containing the Financial Regulations and Standing Orders of Mission Grove School for both 2005 and 2008.

Consequently, she knew that she had no authority to enter contracts for such substantial sums as set out in allegations 1c i-iii. Furthermore, she knew that there was a procurement process she should have followed. Ms Besisira did not obtain the approval of the Governing Body and the panel found that she knew that she should have done so.

Ms Besisira simply ignored the proper process and this was illustrative of her attitude that she was in charge, she was determined to have her way and do it her way without the perceived interference of anyone else.

In those circumstances, by deliberately failing to follow correct procedures and failing to notify the Governing Body, the panel concluded that she had misled the Governing Body to include the Finance Committee and she had intended to do so. However, there was no suggestion that Ms Besisira benefited personally by her conduct. The panel did not therefore consider that she had acted dishonestly.

Consequently, the panel found allegations 13 a. and b. proved but not 13 c.

Allegation 1d

Ms Besisira knew that, according to the Financial Regulations, she had no authority to enter into the lease with BNP Paribas yet she did so. Ms Besisira misled, and intended to mislead, the Director of Finance of the borough and also Individual C of the School's Finance Committee by not telling them that she had entered the lease.

Consequently, the panel found allegations 13 a. and b. proved but did not find that she had acted dishonestly for the same reasons as outlined in respect of allegation 1c above.

Allegation 1e

Again, in making such a large payment out of school funds, Ms Besisira must have known that she should have notified at the very least the Finance Committee of the Governing Body. Furthermore, the panel repeated its finding that, in making this payment, it was designed to reduce the level of claw back at the end of the financial year.

Ms Besisira therefore misled, and intended to mislead, the Finance Committee and Governing Body by failing to tell them of this payment. She also misled and intended to mislead the borough as to the financial status of the school.

Finally, Ms Besisira misled Witness C into thinking that this payment would result in less interest being paid to BNP Paribas but, on making enquiries, Witness C was told that this was not the case.

The panel therefore found allegations 13 a, b, and c proved. The overall conduct of Ms Besisira was, by the standards of a reasonable and honest person, dishonest and she knew that, by those standards, she had acted dishonestly.

Allegation 1f

This payment was again made in circumstances when it need not have been made and was paid out without the knowledge or authority of the Finance Committee and the Governing Body.

Again it was seen by Ms Besisira as a device to avoid claw back by the borough at the end of the financial year.

Therefore, on the same basis as allegation 1e above, the panel found allegation 13 a, b and c proved.

Allegation 1g

Ms Besisira knew that the Financial Regulations made clear the level of authority available to her in making virements. She knew therefore that, in making those virements, she was acting in breach of the regulations. She knew that, depending on the size of the virement, she was required to notify the Governing Body or seek its approval in advance. In failing to do so, Ms Besisira misled, and intended to mislead, the Governing Body.

The panel therefore found allegation 13 a and b proved. However, on the facts as found, the panel did not find that Ms Besisira had acted dishonestly.

Allegation 2

Allegations 2 a-c all related to Ms Besisira benefiting financially from persuading the chair of governors to sign letters or give authority to payments being made. The panel repeated its findings under allegation 2 above.

Ms Besisira abused the trust placed in her by the chair of governors. She misled, and intended to mislead, the chair. In doing so, by the standards of a reasonable and honest person, Ms Besisira acted dishonestly. By those standards, Ms Besisira also knew that she had acted dishonestly.

Allegations 3 & 4

For the same reasons as outlined above, save that in respect of allegation 4 it was Witness A Ms Besisira sought to mislead, the panel found allegation 13 a, b and c proved.

Allegation 5

Whilst the amount involved is particularly small, it was the behaviour of Ms Besisira which was of particular concern to the panel. Ms Besisira did not seek to mislead anyone as there was no evidence that anyone was actually misled. However, to authorise a payment to herself when it represented an administration charge which enabled her to arrange for her increased salary to be backdated was, in the panel's judgment, dishonest by the standards of a reasonable and honest person and that Ms Besisira knew that, by those standards, her behaviour was dishonest.

In the circumstances, the panel found allegation 13 c proved but not allegation 13 a and b.

Allegations 6 & 7

Whilst Ms Besisira may have failed to put in place a proper petty cash system and whilst that may have given rise to the risk of financial inefficiencies, the panel did not consider that this showed an intent on Ms Besisira's part to mislead anyone nor that she had acted dishonestly.

Consequently, in respect of allegations 6 and 7, the panel did not find allegation 13 a, b and c proved.

Allegations 8 & 9

The rationale and motivation for Ms Besisira's instructing staff to make excessive charges to the Centre and banking day care fees into the School Fund as opposed to the school budget was to mislead the borough regarding the financial status of the school in the way outlined in the panel's findings under allegations 8 and 9 above.

Consequently, the panel found that Ms Besisira intentionally attempted to mislead, and would have misled, the borough. To a reasonable and honest person, such conduct would be dishonest and Ms Besisira knew that, by those standards, her conduct was dishonest.

The panel therefore found allegation 13 a, b and c proved.

Allegation 10

For the reasons set out below, the panel did not find allegation 13 a, b or c proved.

In summary, therefore, in respect of allegation 13 a, b and c, the panel found each category proved on the basis outlined above.

The panel found the following allegation not proved.

10. You knowingly employed an illegal worker, Individual A, as a teaching assistant in January 2007.

The panel was satisfied that:

- on the basis of the documentation from the UK Border Agency, Individual A was working at the school illegally;
- the recruitment process followed by the school was inadequate and that insufficient checks were undertaken;
- Ms Besisira had had an involvement with the employment of Individual A at the school, in that she accepted at interview that Individual A attended initially on a student basis and then on a self-employed basis with Ms Besisira arranging for invoices submitted by Individual A being paid;
- Ms Besisira was ultimately responsible for ensuring that staff at the school were entitled to teach there.

However, the panel concluded that there was insufficient evidence to establish, on the balance of probabilities, that she employed Individual A knowing that she was an illegal worker. On this basis, the panel did not find this allegation proved.

Findings as to unacceptable professional conduct and conduct that may bring the profession into disrepute

The panel found that the facts found proved in respect of allegations 1 to 9 and 11 to 13 above constitute “unacceptable professional conduct”, in that such conduct was of a serious nature and fell significantly short of the standard of behaviour expected of a teacher. For the same reasons, the panel found that Ms Besisira’s conduct might bring the profession into disrepute.

In making this finding, the panel had found that Ms Besisira’s conduct represented significant breaches of the Teachers’ Standards.

The findings against Ms Besisira were serious and wide-ranging. Ms Besisira acted dishonestly for the purposes of personal financial gain. She had assumed a position of overwhelming

influence and autonomy, either by misleading those in authority or by intimidating or exercising undue control over those members of staff answerable to her.

In acting in this way, Ms Besisira failed to uphold the proper standards expected of a teacher and put at risk the reputation of the profession and the trust of the public in the profession.

Ms Besisira failed to maintain a high standard of ethics and behaviour, did not have proper regard for the ethos, policies and practices of the school and did not act within the statutory frameworks which set out a headteacher's professional duties and responsibilities.

Panel's recommendation to the Secretary of State

When invited to put forward mitigation on behalf of Ms Besisira, Mr Shoye stated that he would wish to reserve his position and not make any submissions. Mr Shoye indicated that he accepted that the panel had reached the right decision on the information it had before it but suggested that certain evidence which might corroborate Ms Besisira's version of events had been deliberately withheld. Mr Shoye was asked again whether he wished to put forward mitigation but he declined.

In the circumstances, the panel approached this stage in the proceedings on the basis that, so far as it was aware, prior to the events which gave rise to these proceedings, Ms Besisira had a good history.

The panel had to weigh against such factors the seriousness of the allegations found proved and the significant consequences of such conduct.

All considerations with regard to the public interest were engaged, namely: protection of pupils; the maintenance of public confidence in the profession, and upholding proper standards of conduct.

Ms Besisira's actions represented a serious departure from the personal and professional conduct elements of the Teachers' Standards. They amounted to an abuse of trust and Ms Besisira had been found to be dishonest. Indeed, the panel had found that there had been a pattern of dishonesty over a significant period of time, relating to large sums of money for her own personal gain.

Ms Besisira had little regard for, and deliberately circumvented, financial regulations and policies of which she was aware to achieve her aims. This was designed not only to ensure that she benefited financially herself but also to redirect funds inappropriately. This meant that organisations such as the borough were deprived of such funds which could be deployed elsewhere.

Even though she demanded obedience from members of her staff which on occasion was achieved by bullying and intimidation, Ms Besisira had little respect for the authority of institutions such as the borough or the Governing Bodies of Mission Grove and Sybourn.

There was no evidence to suggest that Ms Besisira had any insight into her failings nor had she expressed any remorse for what had taken place.

The overall assessment of the panel was that Ms Besisira's behaviour was incompatible with her continuing as a teacher.

The panel concluded that the only proportionate and appropriate outcome was for it to recommend to the Secretary of State that a prohibition order should be imposed. This was in the interests of the profession and in maintaining the public's trust in the profession. Furthermore, in the absence of any evidence to assist it, the panel was not satisfied that there was no risk of a repetition of such behaviour if Ms Besisira were to be allowed to continue teaching.

The panel further considered whether to recommend that Ms Besisira should be able to apply for the prohibition order to be set aside after a specified period or whether there should be no such provision.

On balance, the panel recommended that, taking account of the nature and seriousness of the conduct giving rise to the allegations and for the reasons outlined above, Ms Besisira should not be entitled to apply in the future for the prohibition order to be set aside.

Decision and reasons on behalf of the Secretary of State

I have given very careful consideration to this case and to the recommendations made by the panel regarding both sanction and review.

This is a very complex case with a significant number of allegations and the panel has examined the evidence and the allegations with great care. The allegations almost all relate to financial mismanagement across various headings.

The panel has found the facts to be proved in respect of allegations 1 to 9 and 11 to 13, and that those proven facts constitute unacceptable professional conduct.

The conduct that has been found by the panel was of a serious nature and fell significantly short of the standard of behaviour expected of a teacher. For the same reasons, the panel has found that Ms Besisira's conduct might bring the profession into disrepute. The panel has also found that Ms Besisira's conduct represented significant breaches of the Teachers' Standards.

The findings against Ms Besisira were serious and wide-ranging. Ms Besisira acted dishonestly for the purposes of personal financial gain. She had assumed a position of overwhelming influence and autonomy, either by misleading those in authority or by intimidating or exercising undue control over those members of staff answerable to her.

In acting in this way, Ms Besisira has failed to uphold the proper standards expected of a teacher and put at risk the reputation of the profession and the trust of the public in the profession.

Ms Besisira failed to maintain a high standard of ethics and behaviour, did not have proper regard for the ethos, policies and practices of the school and did not act within the statutory frameworks which set out a headteacher's professional duties and responsibilities.

I have paid careful attention to the need to be proportionate and to balance the interest of the public with the interests of the teacher in this case. I have also taken into account the guidance published by the Secretary of State.

For these reasons I support the recommendation of the panel that Ms Besisira should be prohibited from teaching.

I have also given careful consideration to the matter of a review period. The panel are clear that Ms Besisira has shown no insight into her behaviour. That and the fact she has displayed no remorse leads me to conclude that a review period is not appropriate and is proportionate.

This means that Ms Ludiya Besisira is prohibited from teaching indefinitely and cannot teach in any school, sixth form college, relevant youth accommodation or children's home in England. Furthermore, in view of the seriousness of the allegations found proved against her, I have decided that Ms Ludiya Besisira shall not be entitled to apply for restoration of her eligibility to teach.

This order takes effect from the date on which it is served on the teacher.

Ms Ludiya Besisira has a right of appeal to the Queen's Bench Division of the High Court within 28 days from the date she is given notice of this order.



Decision maker: Alan Meyrick

Date: 13 October 2015

This decision is taken by the decision maker named above on behalf of the Secretary of State.