



Teaching
Regulation
Agency

Mr Ian Carroll: Professional conduct panel outcome

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

January 2024

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

Teacher:	Mr Ian Carroll
Teacher ref number:	8650013
Teacher date of birth:	10 March 1962
TRA reference:	18632
Date of determination:	19 January 2024
Former employer:	Forest-of-Teesdale Primary School, Barnard Castle and Rookhope Primary School, Bishop Auckland

Introduction

A professional conduct panel (“the panel”) of the Teaching Regulation Agency (“the TRA”) convened on 15 January to 19 January 2024 by virtual means, to consider the case of Mr Ian Carroll.

The panel members were Mr Gamel Byles (teacher panellist – in the chair on the first day), Ms Sue Davies (lay panellist and chair on day two and subsequently) and Ms Claire Shortt (teacher panellist).

The legal adviser to the panel was Mrs Luisa Gibbons of Eversheds Sutherland (International) LLP solicitors.

The presenting officer for the TRA was Ms Sherelle Appleby of Browne Jacobson LLP solicitors.

Mr Carroll was not present and was not represented.

The hearing took place in public save for portions of the hearing that took place in private. The hearing was recorded.

Allegations

The panel considered the allegations set out in the notice of proceedings dated 13 October 2023.

It was alleged that Mr Ian Carroll was guilty of unacceptable professional conduct and/or conduct that may bring the profession into disrepute in that:

1. He used or permitted the misuse of school funds by using and/or allowing the use of the school procurement cards for personal expenditure and/or for purposes which were unconnected with the schools, including:
 - a. on or around 31 October 2016 purchasing airport parking using the Forest-of-Teesdale School procurement card;
 - b. in or around March 2017 purchasing hotel accommodation for £89.35 using the Forest-of-Teesdale School procurement card;
 - c. in or around March 2017 purchasing 11 fitness trackers for £263.78 using the Forest-of-Teesdale School procurement card;
 - d. on or around 20 April 2017 purchasing an “Amazon Prime” membership for £79.00 using the Forest-of-Teesdale School procurement card;
 - e. in or around November 2017 purchasing items from “itunes.com record shop” for £39.80 using the Rookhope School procurement card;
 - f. on or around 28 February 2018 purchasing fuel using the Forest-of-Teesdale School procurement card;
 - g. on or around 21 January 2018 purchasing train tickets from Birmingham to Newcastle using the Rookhope School procurement card for £125.20;
 - h. on or around 12 March 2018 paying for and/or purchasing;
 - i. train tickets for two adults and one child from Birmingham to Newcastle for £80.95 using the Forest-of-Teesdale School procurement card;
 - ii. food and/or beverages on the train;
 - iii. one or more taxi journeys;
 - iv. one or more hotel rooms at the Crowne Plaza hotel;
 - v. charges for food and/or drinks at the Crowne Plaza hotel;
 - i. in or around May 2018 purchasing overnight accommodation at The Hilton Hotel, Leeds for £89.10 using the Rookhope School procurement card;
 - j. in or around May 2018 purchasing electronic items from the “Apple” store for £129.95 and £408.00 with the Forest-of-Teesdale procurement card;
 - k. in or around July 2018 purchasing a “Costco” membership for £33.60;

- I. in or around November 2015, November 2016, December 2017 and/or December 2018 purchasing annual TV licence renewal for £145.50 and £147.00 using the Forest-of-Teesdale procurement card.
2. He failed to repay the expenditure on the procurement card(s) for personal purchases.
3. He provided false and/or inaccurate and/or misleading information in relation to one or more procurement card logs in that he
 - a. stated the procurement card log from Forest-of-Teesdale School, dated 8 June 2018, was checked by Witness D when it had not;
 - b. stated the procurement card log from Forest-of-Teesdale School, dated 20 July 2018 was checked by Witness C when it had not.
4. His conduct as may be found proven at Allegations 1 and/or 2 and/or 3 was dishonest and lacked integrity.

Mr Carroll did not admit the allegations, nor did he admit that he was guilty of unacceptable professional conduct and/or conduct that may bring the profession into disrepute.

Preliminary applications

Although Mr Carroll was referred to the TRA on 15 August 2019, the panel directed that the Teacher misconduct: Disciplinary procedures for the teaching profession May 2020, (the “Procedures”) should apply in the interests of justice in this case given that Mr Carroll was notified in the notice of proceedings that these were the applicable procedures.

Proceeding in absence

The panel considered whether this hearing should continue in the absence of the teacher.

The panel was satisfied that TRA had complied with the service requirements of paragraph 19(1) (a) to (c) of the Teachers’ Disciplinary (England) Regulations 2012, (the “Regulations”). The presenting officer confirmed that the notice of proceedings had been sent to Mr Carroll’s representative as had been required throughout the course of their correspondence in order for Mr Carroll to be able to engage with the proceedings.

The panel was also satisfied that the Notice of Proceedings complied with paragraphs 5.23 and 5.24 of the Procedures.

The panel determined to exercise its discretion under paragraph 5.47 of the Procedures to proceed with the hearing in the absence of the teacher.

The panel took as its starting point the principle from R v Jones that its discretion to commence a hearing in the absence of the teacher has to be exercised with the utmost care and caution, and that its discretion is a severely constrained one. In considering the question of fairness, the panel recognised that fairness to the professional is of prime importance but that it also encompasses the fair, economic, expeditious and efficient disposal of allegations against the professional, as was explained in GMC v Adeogba & Visvardis.

In making its decision, the panel noted that the teacher may waive his right to participate in the hearing. The panel firstly took account of the various factors drawn to its attention from the case of R v Jones.

The panel considered whether Mr Carroll was voluntarily absent.

[REDACTED]

The panel therefore considered that the teacher waived his right to be present at the hearing in the knowledge of when and where the hearing was taking place.

There was no indication that an adjournment would be likely to result in Mr Carroll's attendance. Any such adjournment would be for a minimum of ten weeks in order to enable sufficient notice to be given.

Mr Carroll was represented by his union, but he had not indicated any wish for his representative to attend, and it had been expressly confirmed that Mr Carroll's representative would not be in attendance.

On 18 December 2023, Mr Carroll signed a statement providing his response to the allegations to the best of his recollection and details regarding his health. The panel was able to take his response into consideration and were able to ascertain some lines of his defence. The panel noted that all witnesses relied upon were to be called to give evidence and the panel would also be able to test that evidence in questioning those witnesses. The panel was also able to exercise vigilance when making its decisions taking into account the degree of risk of the panel reaching the wrong decision as a result of not having heard the teacher's account.

The panel recognised that the allegations against the teacher were serious and that there is a real risk that if proven, the panel would be required to consider whether to recommend that the teacher ought to be prohibited from teaching.

The panel recognised that the efficient disposal of allegations against teachers is required to ensure the protection of pupils and to maintain confidence in the profession. The conduct alleged was said to have taken place whilst the teacher was executive head

of Forest-of-Teesdale Primary School (“Forest-of-Teesdale School”) and Rookhope Primary School (“Rookhope School”). Both schools would have an interest in this hearing concluding.

The panel also noted that there were five witnesses who were prepared to give evidence, and that it would have been inconvenient for them to return again. Their statements were signed in 2020 and delaying the case may have had an impact upon the memories of those witnesses.

The panel decided to proceed with the hearing in the absence of the teacher. The panel considered that Mr Carroll had plainly waived his right to appear and to be represented at the hearing. In those circumstances, given the public interest in this hearing proceeding within a reasonable time, the balance was in favour of the hearing continuing with the panel exercising vigilance to address any unfairness to Mr Carroll insofar as possible.

Application for hearing to be held in private.

On 18 December 2023, Mr Carroll wrote to the TRA to request that the hearing be held in private “in view of [his] open disclosure [REDACTED].

The panel considered whether to exercise its discretion under paragraph 11 of the Teachers’ Disciplinary (England) Regulations 2012 (the “Regulations”) and paragraph 5.85 of the Teacher Misconduct: Disciplinary Procedures for the Teaching Profession (the “Procedures”) to exclude the public from the hearing.

The panel determined not to exercise its discretion under paragraph 11(3)(b) of the Regulations and the second bullet point of paragraph 5.85 of the Procedures that the public should be excluded from the entirety of the hearing.

The panel took into account the general rule that hearings should be held in public and that this is generally desirable to maintain public confidence in the administration of these proceedings and also to maintain confidence in the teaching profession. The panel noted that there were concerns about confidential matters [REDACTED] being placed in the public domain. The panel balanced the reasons why the teacher had requested that the public be excluded against the competing reasons for which a public hearing was required.

The panel noted that any departure from the general rule has to be no greater than the extent reasonably necessary and that interference for a limited period of the hearing was preferable to a permanent exclusion of the public. The panel, therefore, considered whether there were any steps short of excluding the public for the entire hearing that

would serve the purpose of protecting the confidentiality of matters relating to [REDACTED], and considered that to the extent it becomes necessary during the course of the hearing to discuss such matters, the panel could exclude the public from those parts of the hearing only.

Amendment of Allegations

Following the conclusion of the TRA's evidence the presenting officer applied to make the following amendments to the allegations:

1. e. – to replace the date of the allegation to state “In or around October 2015”; and
3. b. – to replace the first name of the person referred to with “[REDACTED]”.

The panel considered that the amendment to the date in allegation 1. e. may have affected Mr Carroll's response to the allegation, as the date may have been pertinent to his recollection of what the purchase related to. The panel therefore decided not to allow the proposed amendment.

The panel considered that the proposed amendment to the name in allegation 3. b. was a typographical amendment. It would not have affected Mr Carroll's response to the allegation, nor would it cause any prejudice to Mr Carroll. The statement of the person concerned had been provided to Mr Carroll and it would have been self-evident to Mr Carroll that the allegation contained a typographical error. The panel decided to amend allegation 3. b. as proposed.

Admission of late evidence

During the course of the presenting officer's closing remarks in relation to the allegation of dishonesty and the issue of Mr Carroll's intention, the presenting officer referred to the latest [REDACTED] evidence available [REDACTED]. The panel queried this as the presenting officer's written application to proceed in Mr Carroll's absence had referred to a report [REDACTED] and included an extract from it. The presenting officer confirmed that it had been an omission to have not included the full report within the panel's bundle, but that Mr Carroll had had sight of both that report, and also the extract from the report referred to in the presenting officer's written application to proceed in Mr Carroll's absence. It was noted that there had been no objection made to the application to proceed in Mr Carroll's absence, and therefore no objection had been made to the excerpt from the report [REDACTED] having been seen by the panel.

The panel noted that the report of [REDACTED] was hearsay evidence, and that it was late in the presentation of the case for the document to be admitted. However, the panel considered that the evidence was relevant [REDACTED] and that it would be unfair for

the panel to have regard to an extract of the report without having visibility of the full contents which may be favourable to Mr Carroll's defence. The panel considered that having sight of the report was in the interests of justice [REDACTED]. The panel noted that this report was not the sole or decisive evidence in relation to [REDACTED]; it also had other evidence before it, including the observations of witnesses who worked with Mr Carroll.

The panel did not consider it could direct the presenting officer to provide a copy of the report, but invited her to do so, if she so wished, since it was relevant and fair for it to be admitted.

Summary of evidence

Documents

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

Section 1: Notice of proceedings and response – pages 10 to 25

Section 2: Teaching Regulation Agency witness statements – pages 26 to 150

Section 3: Documents relating to [REDACTED] – pages 151 to 157

Section 4: TRA documents – page 158 to 329

Section 5: Teacher documents – pages 330 to 341

Written application by the presenting officer to proceed in absence consisting of three pages;

Email exchange between presenting officer and Mr Carroll's representative dated 22 December 2023 and 8 January 2024.

Letter dated 18 December 2023 to Mr Carroll regarding the change from an in person hearing to a virtual hearing;

Case Management Hearing Decision dated 14 April 2023.

During the course of the hearing, as referred to above the panel decided to admit a letter [REDACTED] dated 25 August 2023.

The panel members confirmed that they had read all of the documents within the bundle, in advance of the hearing and the additional documents that the panel decided to admit.

Witnesses

The panel heard oral evidence from the following witnesses called by the presenting officer:

Witness A – [REDACTED]

Witness B – [REDACTED]

Witness C – [REDACTED]

Witness D – [REDACTED]

Witness E – [REDACTED]

Decision and reasons

The panel announced its decision and reasons as follows:

The panel carefully considered the case before it and reached a decision.

Mr Carroll was employed as an executive headteacher at Forest-of-Teesdale School and Rookhope School from 1 January 2011. He was also executive headteacher of St John's Chapel Primary School from 1 September 2016. In December 2018, Mr Carroll was informed that a disciplinary investigation was to be conducted. Mr Carroll resigned from his role as executive headteacher of these three schools on 30 April 2019. Mr Carroll was referred to the TRA on 15 August 2019.

Findings of fact

The findings of fact are as follows:

The panel found the following particulars of the allegations against you proved, for these reasons:

- 1. You used or permitted the misuse of school funds by using and/or allowing the use of the school procurement cards for personal expenditure and/or for purposes which were unconnected with the schools, including:**
 - f. on or around 28 February 2018 purchasing fuel using the Forest-of-Teesdale School procurement card;**

The panel had seen a procurement card transaction log for Forest-of-Teesdale School with an entry recording a purchase made on 27 February 2018 from Asda Stores in respect of Petrol (Travel) in the amount of £50.38. The log had the typed name of Mr Carroll as the cardholder's signature, the date of 6 March 2018 and also contained a handwritten signature that appeared to be of Mr Carroll. That transaction log also

contained reference to transactions relating to travel insurance, a taxi journey, and an oil purchase, although the panel noted there was no allegation in respect of these items.

A receipt was provided in respect of diesel purchased from Asda Stores on 27 February 2018 using Forest-of-Teesdale School's procurement card.

Mr Carroll's representations stated that he had no recollection or information regarding this alleged transaction.

In Witness C's witness statement, she stated that in February 2018, she raised a query with Mr Carroll regarding one of the procurement card transactions logs as she was unhappy with the legitimacy of the purchases made of petrol, oil, travel insurance and taxi expenditure. She stated that she had not been happy to counter-sign the log until she had seen all of the receipts and that the money spent on personal items had been paid back to Forest-of-Teesdale School. Her typed name appeared on the transaction log and Witness C stated that she could not clarify if she had approved her typed name to be added. She stated that she hoped that the local authority would return the log and question the transactions. She stated that on 11 May 2018 she had emailed Mr Carroll regarding her concerns. That email referred to having spoken with Mr Carroll regarding the procurement card and that she did not feel that she could sign the log until he returned the money to the school. The email stated "I know you have said a few times you have issues with a cheque book but would it be possible to bring the cash with you on Monday next week so that this can be processed? The amount is £208.09." The panel noted that the total amount incurred for petrol, travel insurance, taxi journeys and the oil purchase amounted to £208.09.

In oral evidence, Witness C stated that she had understood from Mr Carroll that he had said that he had been at the petrol station and did not have his personal card to purchase the fuel, so had used the Forest-of-Teesdale School procurement card as that was the only card he had with him at the time. Witness C stated that she was troubled by this, as other members of staff would not have had a procurement card available to them and would have had to sort out the issue in their personal, rather than professional capacity. She stated that Mr Carroll had told her he would pay the money back but that the situation had become very difficult as she and Witness D had to ask him on a number of occasions, until Witness C stated she felt compelled to email him to have a record to cover what had happened. She stated that Mr Carroll had said that he had an issue with his cheque book, and that she had asked him to provide cash instead. She stated that it was not until 14 May 2018 that Mr Carroll paid approximately £200 in cash, and the balance was not provided until 2 July 2018.

The panel noted that this issue had caused considerable distress to Witness C who was concerned that she may in some way become implicated in the situation given the time that it took for Mr Carroll to repay the monies, despite her efforts. In giving oral evidence, Witness C appeared visibly upset by the position that Mr Carroll had put her in.

Witness A provided a witness statement that stated that Mr Carroll was aware of the Durham County Council – Schools Procurement Card Policy. The policy was produced originally on 15 June 2015, and there had been various versions, the latest of which, according to the document provided to the panel was dated 22 September 2017. The policy stated that: “all goods, not personally collected, must be delivered to a Council/ School site or office address and not to the Cardholder’s personal address.” and “the Cardholder must only use the card for Council business, and hence it must not be used for personal purchases under any circumstances.” The section of the policy entitled “Cardholder Responsibilities/ Guidelines” stated at paragraph 5: “The card is for your use only to make work-related purchases and is therefore the property of Durham County Council” and at paragraph 6 “The card must not be used for personal purposes...”. In oral evidence, Witness A stated that she could not state categorically that Mr Carroll had seen the policy, but he ought to have done as he had access to it.

The panel considered that it was reasonable to expect Mr Carroll to have been aware of this policy. In his position, he had a responsibility to be aware of the financial policies that related to the schools he was leading. He had initiated use of the card, and had been using it for a number of years by the time he made this purchase of fuel in 2018. It was apparent that those working with Mr Carroll had an awareness of the policy.

The panel found it proven that, in respect of this allegation, Mr Carroll had used or permitted the misuse of school funds by using and/or allowing the use of the school procurement cards for personal expenditure and/or for purposes which were unconnected with the schools. That was the case irrespective of whether Mr Carroll eventually repaid the monies.

g. on or around 21 January 2018 purchasing train tickets from Birmingham to Newcastle using the Rookhope School procurement card for £125.20;

Witness A stated that she would not usually have reason to question the expenditure on the procurement cards, however, on 21 January 2018, Mr Carroll had purchased 3 train tickets from Birmingham to Newcastle on the Rookhope procurement card at a cost of £125.20. A booking confirmation form was exhibited to Witness A’s statement. This confirmed that 1 child and 2 adult return tickets were purchased from Newcastle to Birmingham travelling outwards on 15 March 2018 and returning on 17 March 2018 at a price of £125.20 with the tickets having been emailed to an address that appeared to belong to Mr Carroll.

A procurement card transaction log was produced signed by Mr Carroll in February 2018 recording a train journey to Birmingham in the amount of £125.20.

Witness E stated in [REDACTED] witness statement that [REDACTED] had challenged Mr Carroll as he had been claiming money back for the purchase of train tickets for [REDACTED] which was inappropriate. [REDACTED] stated that Mr Carroll had stated that [REDACTED] would be attending the conference and [REDACTED] was a fan of

[REDACTED]. [REDACTED] stated that [REDACTED] refused to agree for a payment to be made for Mr Carroll's [REDACTED] and only approved payment for Mr Carroll's own ticket.

In an email dated 4 July 2018, Witness A stated that Rookhope had been reimbursed for 2 tickets "so they are not owed money".

The minutes of the finance, premises and personnel committee meeting of Rookhope School dated 11 October 2018 recorded that the governors queried an entry relating to the purchase of train tickets for the headteacher's [REDACTED] and Mr Carroll reported that he had reimbursed the school by cheque.

In Mr Carroll's written representations he stated that his recollection was that this trip was in relation to attending a "[REDACTED]". He stated that his [REDACTED] attended the event with him and he believed that he had reimbursed items incurred by his [REDACTED].

The panel saw no evidence that the event attended by Mr Carroll was for education purposes. This seemed unlikely given that his [REDACTED] were also in attendance. The panel noted no pupils from either Rookhope School or Forest-of-Teesdale School appeared to have attended the event as would have been expected if the event had been a dance exhibition. Other members of staff would likely have remembered had they accompanied pupils on such a trip, particularly given the very small size of the schools.

Even if Mr Carroll had reimbursed Rookhope School for the train tickets for his [REDACTED], the panel did not consider that Mr Carroll's own attendance had been for a purpose connected with the school. It was also inappropriate for Mr Carroll to have used the procurement card to purchase tickets for his [REDACTED] and this breached the local authority's policy. The panel therefore found that Mr Carroll had used or permitted the misuse of school funds by using and/or allowing the use of Rookhope's procurement card for his personal expenditure and for a purpose which was unconnected with the School.

h. on or around 12 March 2018 paying for and/or purchasing;

- i. train tickets for two adults and one child from Birmingham to Newcastle for £80.95 using the Forest-of-Teesdale School procurement card;**
- ii. food and/or beverages on the train;**
- iii. one or more taxi journeys;**
- iv. one or more hotel rooms at the Crowne Plaza hotel;**
- v. charges for food and/or drinks at the Crowne Plaza hotel;**

Witness A produced a trainline receipt evidencing a purchase made on 12 March 2018 using Forest-of-Teesdale School's procurement card for a ticket from Birmingham to Newcastle departing on 17 March for three passengers at a total price of £80.95 with an email address that appeared to belong to Mr Carroll.

On 4 July 2018, Witness A emailed the local authority to inform them that the School had appeared to have paid for the same seat reservations on the same train as were paid for by Rookhope School.

Witness B stated that Witness C had called her to discuss the purchase of the three train tickets using the Forest-of-Teesdale School Procurement card. Witness B recognised that it was strange as the same transaction had been made using the Rookhope School procurement card. She stated that they looked over the transactions together and discovered that the purchases were for the same train tickets.

Witness C stated that she took issue with the purchase of train tickets and hotel accommodation as it was for two adults and a child. She stated that she voiced her concerns to Mr Carroll and that he stated that it was no more expensive to book a family room than a single room. Witness C stated that she spoke with Witness B about this issue and they found that the train tickets had been bought twice, once using the Rookhope procurement card and subsequently using the Forest-of-Teesdale School procurement card. She stated that when Mr Carroll was questioned about this, he responded that he had lost the tickets and had to purchase them again.

The train tickets and other expenses incurred in this allegation were all connected with the trip referred to in allegation 1.g. above.

For the reasons referred to in allegation 1.g. above, the panel did not consider that Mr Carroll's own attendance had been for a purpose connected with the school. The panel therefore found that Mr Carroll had used or permitted the misuse of school funds by using and/or allowing the use of Forest of Teesdale's procurement card for his personal expenditure and for a purpose which was unconnected with the School.

j. in or around May 2018 purchasing electronic items from the "Apple" store for £129.95 and £408.00 with the Forest-of-Teesdale procurement card;

Witness D stated in her witness statement that, on one occasion, she questioned Mr Carroll about two receipts from Apple. She stated that Mr Carroll decided he would complete the transaction log himself, and then sent the log off with her name on it. She stated that for electronic purchases, the serial number of the item had to be logged and the items would have to be seen. She stated that she repeatedly informed Mr Carroll of this and requested the receipts and serial numbers. She stated that when Witness A was in school, she asked her advice and showed her the transaction log detailing these items. She provided a copy of the transaction log dated 8 June 2018. She stated that her name

had been electronically input and that she had subsequently handwritten a note on the log to indicate that she had not inputted her name onto the form herself.

The panel was provided with the relevant procurement card transaction log for Forest-of-Teesdale School for May 2018. This contained two entries of transactions on 28 and 29 May 2018, one for £129.95 and one for £408.00. The panel noted that an asterisk was placed by Witness D's name and part of a handwritten note could be seen corresponding to the asterisk stating "no ledger codes or cost centre". The log contained no entry recording any ledger code or cost centre that would have linked the purchase to Forest-of-Teesdale School's ordering system.

The panel saw an email dated 8 June 2018 from Mr Carroll to Witness D stating that he had completed the procurement log for Forest-of-Teesdale School and had forwarded it to the local authority. This was consistent with Witness D's evidence that he completed this transaction log himself.

Mr Carroll's representations stated that he could not recall this specific transaction, but that it was his belief that such items were purchased for school use.

The panel saw a receipt from the Apple store for a purchase of a "part" at a cost of £129.95 on 29 May 2018 using the Forest-of-Teesdale School procurement card. No other details were available as to what this part related to. The panel also saw a receipt from the Apple Store for "Apple Pencil – ZML" at a cost of £89.00 and "iPad WI-FI 32GB Gold at a cost of £319.00 using the Forest-of-Teesdale School procurement card. The total of these purchases amounted to £408.00.

Witness C stated in oral evidence that she never saw an Apple pen in Forest-of-Teesdale School, but that Mr Carroll used an "Apple Mac Laptop". She confirmed that the pupils used Apple iPads and she believed an Apple Mac had been purchased in order to update the iPads and to be used in conjunction with those iPads. Witness B confirmed that iPads were used by pupils in both Rookhope and Forest-of-Teesdale Schools. She also stated that the Apple Mac that Mr Carroll had could not be connected to the schools' networks or access their admin server. Witness E also referred to Apple products not being compatible with the systems used in Rookhope which raised a suspicion regarding the purchase of Apple products.

Given that there was no evidence of what the part purchased at a cost of £129.95 related to and since iPads were being used by pupils of Forest-of-Teesdale School, the panel could not find it proven that, in respect of this purchase, Mr Carroll had used or permitted the misuse of school funds by using and/or allowing the use of the school procurement cards for personal expenditure and/or for purposes which were unconnected with the schools.

Similarly, since iPads were used by pupils at Forest-of-Teesdale School, the panel could not find it proven that, in respect of the iPad purchase, Mr Carroll had used or permitted

the misuse of school funds by using and/or allowing the use of the school procurement cards for personal expenditure and/or for purposes which were unconnected with the schools.

With respect to the Apple Pen, there was no evidence of the Apple Pen having been seen in Forest-of-Teesdale School, and this appeared to be a product that was not essential for educational purposes. The panel therefore found it proven that, in respect of the Apple Pen, Mr Carroll had used or permitted the misuse of school funds by using and/or allowing the use of the school procurement cards for personal expenditure and/or for purposes which were unconnected with the schools.

k. in or around July 2018 purchasing a “Costco” membership for £33.60;

The panel saw the procurement card transaction log containing a reference to a purchase date of 4 July 2018 for “Costco membership” in the amount of £33.60. The log has a typed name of Mr Carroll in respect of the cardholder’s signature and a date of 17 July 2018. The log also has the typed name of Witness C to indicate that the log was checked by her on 20 July 2018. Witness C disputed that she had added her typed name to the log, and annotated the log on 7 September 2018 with a handwritten comment that she had not seen the log before it was sent off.

The panel also saw an order confirmation dated 4 July 2018 in respect of an order placed on 4 July 2018. The shipping address had Mr Carroll’s name, the name of Forest-of-Teesdale School and the postcode of Forest-of-Teesdale School. The item ordered was specified as “warehouse individual membership”.

Mr Carroll’s representations stated that “this card will have been for school use”.

Witness B stated that there was no logical reason why Costco membership would have been required. She stated that Costco was at least an hour’s drive from Forest-of-Teesdale School. Witness D confirmed that the nearest Costco was over 40 miles away from Forest-of-Teesdale School.

When Witness D was interviewed as part of the School’s investigation on 25 January 2019, the notes of the meeting recorded that Witness D stated that Forest-of-Teesdale School did not use a Costco membership.

In oral evidence, Witness D stated that she questioned a Costco subscription as there was not a Costco anywhere near the School. She stated that when she confronted Mr Carroll about this, he stated that he used the subscription all of the time for all three of the schools.

When Witness A was interviewed as part of the School’s investigation on 25 January 2019, the notes of the meeting recorded that Witness A stated that Forest-of-Teesdale School had not used a Costco membership.

Witness E stated in oral evidence that [REDACTED] never saw purchases from Costco, and questioned why it would have been necessary to make purchases from there as the schools had approved suppliers designated by the local authority.

The panel considered that it was unlikely the Costco card was purchased for school purposes for the following reasons:

- there was no evidence of any products having been purchased from Costco for school purposes;
- the evidence indicated that the nearest Costco was some distance away from the schools but near to Mr Carroll's own address;
- the membership purchased was for "warehouse individual membership" and not trade membership;
- the membership was purchased at the very end of the academic year and would not have been needed through the summer when the school was closed; and
- the availability of suppliers designated by the local authority made Costco membership unnecessary.

The panel found it proven that, in respect of this allegation, Mr Carroll had used or permitted the misuse of school funds by using and/or allowing the use of the school procurement cards for personal expenditure and/or for purposes which were unconnected with the schools.

2. You failed to repay the expenditure on the procurement card(s) for personal purchases.

The panel noted Witness C's evidence that Mr Carroll had repaid the personal expenditure contained within the transaction report for February 2018, albeit this took some considerable time and that it was not until July 2018 that Mr Carroll repaid all of these monies.

On 4 July 2018, Witness A sent an email to the local authority with regard to the transactions referred to in allegation 1.g. and 1.h. above. This email stated that "Rookhope has been reimbursed for 2 tickets so they are not owed money... Forest-of-Teesdale has paid for 3 tickets. I think that Forest-of-Teesdale has been reimbursed for 2 tickets but will make sure."

Witness A stated in her witness statement that on 9 July 2018, she spoke with Mr Carroll and asked him to reimburse the procurement card. She stated that he had not complied with this, but had reimbursed Rookhope School for the tickets referred to in allegation 1.g. above. This was followed up in an email from Witness A to Mr Carroll on 13 July 2018 stating "the recommendation is, that the claims are all signed off by the Chair of Governors, so that there is complete clarity on which school is paying for what, and any outstanding amounts which have been paid on the procurement card, but are not payable

by school should be cleared before the end of term, the Birmingham train tickets being the sticky issue. This would bring a fresh start to the new school year in September.”

In oral evidence, Witness A stated that her recollection was that Forest-of-Teesdale School had not been reimbursed for the three train tickets purchased. She stated that it was a grey area and that it could not be verified that he had paid them back, and that remained the case as far as she knew.

In response to this allegation, Mr Carroll stated in his representations that it was his belief that he had reimbursed the school for any personal expenditure on school procurement cards.

The panel considered the contemporaneous evidence indicated that Witness A had sent the email on 13 July 2018 because Mr Carroll had not repaid Forest-of-Teesdale School for the tickets. The panel considered that if Mr Carroll had repaid Forest-of-Teesdale School in respect of the train tickets and other personal expenditure including the hotel accommodation and subsistence, it would likely have been remembered, especially as it would have amounted to approximately £500.00. The panel noted that Witness C clearly recalled Mr Carroll making repayments in respect of the personal expenditure recorded in the February 2018 log, including the amounts repaid and the method of repayment. Had Mr Carroll repaid Forest-of-Teesdale School in respect of his expenditure for this trip, it was likely it would have been remembered in a similar way and a written record made.

The panel therefore considered that it was more probable than not that Mr Carroll had failed to repay the expenditure on the Forest-of-Teesdale procurement card for his personal purchases referred to in allegation 1. h.

3. You provided false and/or inaccurate and/or misleading information in relation to one or more procurement card logs in that you:

a. stated the procurement card log from Forest-of-Teesdale School, dated 8 June 2018, was checked by Witness D when it had not;

Witness D stated that on one occasion, she questioned Mr Carroll about two receipts from Apple. She stated that Mr Carroll decided he would complete the transaction log himself, and then sent the log off with her name on it. She stated that for electronic purchases, the serial number of the item had to be logged and the items would have to be seen. She stated that she repeatedly informed Mr Carroll of this and requested the receipts and serial numbers. She stated that when Witness A was in school, she asked her advice and showed her the transaction log detailing these items. She provided a copy of the transaction log dated 8 June 2018. She stated that her name had been typed on the log and that she had subsequently made a handwritten note on the log to indicate that she had not typed her name onto the form herself.

The panel noted that on the procurement card transaction log an asterisk had been placed by Witness D's name and part of a handwritten note could be seen corresponding

to the asterisk stating “no ledger codes or cost centre”. The log contained no entry to record any ledger code or cost centre.

The panel saw an email dated 8 June 2018 from Mr Carroll stating that he had completed the procurement log for Forest-of-Teesdale School and had forwarded it to the local authority. This was consistent with Witness D’s evidence that he completed this transaction log himself.

In oral evidence, Witness D explained the process for completing the log and she stated that when the card was introduced, Mr Carroll had asked her to complete the form for him. She stated that she used to review the bank statement of transactions made using the Forest-of-Teesdale procurement card, complete the log and collate receipts, if she could. She stated that she would ask another member of staff to counter-sign the log to confirm it had been checked and then would send the log off to the local authority and retain the receipts for audit purposes. Witness D clearly stated that she had not placed her signature on the log in question to indicate it had been checked or given her permission for her signature to be applied. She stated that she never signed a log, she always asked him and another member of staff to do so.

Mr Carroll’s representations stated that he could not recall the details of this, but it was his belief that he would have presumed such card logs would be checked by the school business manager or office staff. The panel did not consider this explanation plausible given that Mr Carroll had sent an email to Witness D stating that he had sent the log off himself.

Given that when Witness D saw the log that had been submitted she clearly identified issues with the completion of it, the panel considered that it was unlikely she would have signed it.

The panel found it proven that Mr Carroll had stated that this procurement card log had been checked by Witness D when it had not. The panel found it proven that Mr Carroll had provide false and/or inaccurate and/or misleading information in relation to this procurement card log.

b. stated the procurement card log from Forest-of-Teesdale School, dated 20 July 2018 was checked by Witness C when it had not.

Witness C stated that the procurement card transaction logs required the signature of Mr Carroll and another management staff member. She stated that her role in relation to the procurement cards involved supplying a second signature of approval. She stated that Witness D would ensure that everything was correct namely; that all receipts were kept for auditing, and that the transaction logs were completed correctly.

Witness C stated that in February 2018, she noted an issue relating to one of the logs as she was unhappy with the purchases made of fuel, oil, travel insurance and taxi expenditure. She stated that she was not happy to co-sign the log until she had seen all

the receipts and the money had been paid back. She stated that on the transaction log, her digital signature can be seen but she could not clarify if she had signed it. She stated that she hoped the Council would return the log and question the transactions but this did not happen.

Witness C stated that on 11 May 2018, she emailed Mr Carroll outlining her concerns and he stated that he had spoken with the Council. The panel saw this email exchange. Witness C stated that she hadn't felt she was able to "sign off on this before your money was in school... I know you said a few times you have issues with a cheque book but would it be possible to bring the cash with you on Monday next week so that this can be processed?.. Also I can't sign off the second procurement card log due to there being missing receipts. Witness D said you also have these. Mr Carroll responded to say "Procurement logs are sorted. I have spoken with procurement and purchasing today."

Witness C stated that in July 2018, Mr Carroll was using the procurement card, logging the transactions himself and sending them to the Council with no checks taking place. She stated that she had subsequently seen the transaction logs and noticed that her electronic signature appeared on a log dated 20 July 2018 for Forest-of-Teesdale School which contained two transactions relating to a group booking for a PE visit and Costco membership. Witness C stated that she had handwritten on the log to certify that she had not approved the purchases. The panel has seen this log completed by Mr Carroll 17 July 2018. It included the typed name of Witness C in a box to be completed by the person who had checked the log, and provided that the date on which the log was checked was 20 July 2018. The log contained a handwritten comment "Did not see this before it was sent off" with the signature of Witness C and was dated 7 September 2018.

In oral evidence, Witness C stated that it was Witness D's practice when she was completing the procurement logs to ask the counter-signatory to physically sign after giving their approval to use their typed signature. Witness D then kept a record to demonstrate a signature had not been used without the person's permission. Witness C stated that after she had questioned the February procurement log, Mr Carroll took control of completing the logs. Witness C stated that Witness D had raised with her whether she knew her typed signature had been added to the July 2018 log. She stated that this was raised with her by Witness D on 7 September shortly after they returned from the Summer leave. She confirmed she had definitely not seen the log previously and wrote the handwritten comment to state this.

Witness D stated that she had not asked Witness C to counter-sign the July 2018 log, but did inform Witness C that her typed name had been printed on the log when a copy of the log was provided to her. Witness D stated she knew that Witness C had not signed it, as she had not asked Witness C to do so. Witness D stated she always obtained a handwritten signature if she had an instruction to apply a typed signature and that she had no record of any handwritten signature provided by Witness C for this log.

The panel saw an email dated 22 July 2018 from Mr Carroll to Witness D stating he had found the documents and completed the transaction log accordingly, and attached a copy.

Mr Carroll's representations stated that he could not recall the details of this, but it was his belief that he would have presumed such card logs would be checked by the school business manager or office staff. The panel did not consider this explanation plausible give that Mr Carroll had sent an email to Witness D stating that he had completed the transaction log himself.

The panel found it proven that Mr Carroll had stated that this procurement card log dated 20 July 2018 had been checked by Witness C when it had not. This panel found it proven that Mr Carroll had provide false and/or inaccurate and/or misleading information in relation to this procurement card log.

4. Your conduct as may be found proven at Allegations 1 and/or 2 and/or 3 was dishonest and lacked integrity.

The panel considered the issue of whether Mr Carroll's conduct found proven in respect of allegations 1.f., 1.g., 1.h., 1.j., 1.k., 2. and 3. had been dishonest and/or lacked integrity.

Mr Carroll's representations stated that "at no point did I intend to inappropriately use school funds or procurement cards to purchase items for my personal use or gain. [REDACTED]."

[REDACTED].

The panel considered that it was reasonable to expect Mr Carroll to have been aware of the local authority's policy regarding the use of the procurement cards. In his position, he had a responsibility to be aware of the financial policies that related to the schools he was leading. He had initiated use of the card, and used it over a number of years. It was apparent that those working with Mr Carroll had an awareness of the policy.

With respect to allegation 1. f. the panel did not consider that Mr Carroll had an intention to deceive. It was apparent that he had been open regarding his use of the procurement card for personal expenditure and that in those circumstances, the panel did not consider the ordinary honest person would have considered Mr Carroll to have been dishonest. However, the panel did consider that Mr Carroll had lacked integrity. Mr Carroll had a professional obligation to have proper regard for the use of public funds and abide by financial policies.

With respect to allegation 1. g. the panel considered that Mr Carroll had been dishonest. The panel decided that he had attended an event that was unrelated to the School along with his [REDACTED]. The panel considered he knew that this ought not to have been paid for using the Rookhope School procurement card and that the ordinary honest

person would consider this to have been dishonest. The panel also considered that this conduct fell below that expected of a professional teacher and that he had demonstrated a lack of integrity.

With respect to allegation 1. h. the panel considered that Mr Carroll had been dishonest. The panel noted that having already been asked to repay Rookhope School in respect of the train travel of his [REDACTED], he went on to purchase a second set of train tickets on the Forest-of-Teesdale School procurement card and charged their hotel and subsistence expenses to the Forest-of-Teesdale School card as well. The panel considered he knew that this ought not to have been paid for using the Forest-of-Teesdale School procurement card, with his [REDACTED] train ticket having already been required to be repaid by Rookhope School. The ordinary honest person would consider this to have been dishonest. The panel also considered that this conduct fell below that expected of a professional teacher and that he had demonstrated a lack of integrity.

With respect to allegation 1. j, the panel did not consider that Mr Carroll had an intention to deceive. It was apparent that he had been open regarding his claim for the Apple Pen and that he likely perceived its purchase was justified for the purpose of his role. In those circumstances, the panel did not consider the ordinary honest person would have considered Mr Carroll to have been dishonest. However, the panel did consider that Mr Carroll had lacked integrity. Mr Carroll had a professional obligation to have proper regard for the use of public funds and abide by financial policies for the ordering and purchase of equipment.

With respect to allegation 1. k., the panel considered that Mr Carroll had no intention of using the Costco membership for the purpose of the school since he had purchased an individual membership. In those circumstances, the panel considered that the ordinary honest person would have considered that using the procurement card to purchase the membership was dishonest. The panel also considered that Mr Carroll lacked integrity. Mr Carroll had a professional obligation to have proper regard for the use of public funds and abide by financial policies.

With respect to allegation 2, Mr Carroll would have known that he ought to have repaid expenditure incurred for his personal use and his delay and continued failure to do so, despite reminders, indicated a deliberate deceit. The panel considered that the ordinary honest person would have considered his conduct dishonest. The panel also considered that Mr Carroll lacked integrity. Mr Carroll had a professional obligation to have proper regard for the use of public funds and abide by financial policies.

With respect to allegation 3, Mr Carroll would have known that by applying the typed name of his colleagues would indicate they had exercised some verification checks to approve the expenditure, when he knew they had not. The panel considered that the ordinary honest person would have considered his conduct dishonest. The panel also considered that Mr Carroll lacked integrity. Mr Carroll had a professional obligation to

have proper regard for the use of public funds and abide by financial policies. The panel considered that Mr Carroll had shown a disregard for his junior colleagues and the value of their contribution to the financial procedures. Using their names without their authorisation also risked implicating them in his dishonest acts.

The panel found the following particulars of the allegations against you not proved, for these reasons:

- 1. You used or permitted the misuse of school funds by using and/or allowing the use of the school procurement cards for personal expenditure and/or for purposes which were unconnected with the schools, including:**
 - a. on or around 31 October 2016 purchasing airport parking using the Forest-of-Teesdale School procurement card;**

The panel noted that a procurement card transaction log was completed on 7 November 2016 covering the period from 1 October 2016 until 31 October 2016. This contained an entry that the sum of £45.43 had been incurred on 14 October 2016 in respect of airport car parking. The log bore a handwritten signature to confirm that it had been checked by the former deputy head.

A receipt was provided in respect of parking for 6 nights at a cost of £45.43.

Mr Carroll's representations state that his recollection was that this travel related to a French teaching training course attended by himself and several staff. He stated that the British Council had organised the course and covered the flight and accommodation but not parking. He stated that the purchase of airport parking had been for school business purposes.

Witness C confirmed that Forest-of-Teesdale School had been quite involved in the teaching of modern foreign languages and that two teachers had been part of an Erasmus project which involved those teachers travelling to France for a week's intensive language course and a follow-up project in the school. She confirmed that it was probable that Mr Carroll left his car at the airport and that it would have been reasonable for Forest-of-Teesdale School to have paid the airport parking charge.

Witness B confirmed that modern foreign languages had been taught in each school and that Forest-of-Teesdale School had been quite involved in this subject. She referred to teachers having travelled to France for a week's intensive language course as part of an Erasmus project which would have involved follow up in Forest-of-Teesdale School. She told the panel that the project that had been planned had not come to fruition.

The panel was asked to consider by the presenting officer whether the expenses entailed with the trip to France was a misuse of school funds when the project had not been delivered as planned. The presenting officer also queried why Mr Carroll had attended the course when he was a non-teaching executive head. The panel, however, considered

there may have been valid reasons for his attendance and for the project not having been delivered.

In respect of this allegation, the panel found it not proven that Forest-of-Teesdale School's procurement card had been misused for personal expenditure or a purpose unconnected with Forest-of-Teesdale School.

b. in or around March 2017 purchasing hotel accommodation for £89.35 using the Forest-of-Teesdale School procurement card;

The panel noted that a procurement card transaction log appeared to have been completed on 26 March 2017 covering the period from 1 March 2018 to 31 March 2018. This contained an entry that the sum of £89.35 had been incurred on 6 March 2018 in respect of hotel accommodation. The log bore a typed signature to confirm that it had been checked by Witness C. The panel considered that it likely that the date recorded on the log as having been signed by Mr Carroll was in error, and that it would more likely have been signed in 2018.

An invoice dated 13 March 2018 was provided which confirmed that Mr Carroll had incurred £89.35 in respect of hotel accommodation, room service and a newspaper. There was no evidence adduced regarding Forest-of-Teesdale School's policy regarding incidental expenses incurred whilst travelling on business relating to Forest-of-Teesdale School. The panel could not therefore say that these incidental expenses were inappropriate.

Witness C stated she believed the hotel accommodation was likely to have related to Mr Carroll's attendance at a conference although she could not confirm this given the passage of time.

Mr Carroll's representations stated that he had no recollection of information regarding hotel accommodation on the date alleged. The panel noted that this response related to the allegation that this hotel accommodation had been incurred in or around March 2017, yet the evidence was that this charge was incurred in March 2018.

An email confirming the hotel booking was provided. This referred to Mr Carroll having booked a single occupancy room which would have been expected had Mr Carroll been attending a conference or training course.

In respect of this allegation, the panel found it not proven that Forest-of-Teesdale School's procurement card had been misused for personal expenditure or a purpose unconnected with Forest-of-Teesdale School.

c. in or around March 2017 purchasing 11 fitness trackers for £263.78 using the Forest-of-Teesdale School procurement card;

A procurement log relating to Forest-of-Teesdale School transactions was provided for the period from 1 March 2018 to 31 March 2018. This had an entry recording that £263.78 had been spent on Fitness Trackers purchased from Amazon on 26 March 2017. The panel considered that transaction date to have been likely recorded in error as the panel was provided with the order that was placed for the 11 fitness trackers which stated an estimated delivery date of 31 March 2018 to 3 April 2018. Similarly, an invoice was provided relating to the fitness trackers dated 28 March 2018. The delivery address was recorded as a home address of an individual. Witness B confirmed that individual was a class teacher in Forest-of-Teesdale School.

Witness B also confirmed that the fitness trackers had been purchased in connection with Forest-of-Teesdale School's sports premium allocation and that the fitness trackers were used to calculate the number of steps the pupils were taking throughout the day.

Witness C stated that fitness trackers were purchased in connection with funding provided for the purpose of getting children moving. She stated that the pupils put them on when they came into school and took them off when they left. Data was produced that was logged as evidence to support the funding for physical education. She confirmed that the fitness trackers were used for the purposes of Forest-of-Teesdale School.

In respect of this allegation, the panel found it not proven that Forest-of-Teesdale School's procurement card had been misused for personal expenditure or a purpose unconnected with Forest-of-Teesdale School.

d. on or around 20 April 2017 purchasing an "Amazon Prime" membership for £79.00 using the Forest-of-Teesdale School procurement card;

The panel was provided with a procurement card log for the period from 1 April 2017 to 30 April 2017 for transactions completed using the Forest-of-Teesdale School procurement card. This contained a transaction dated 17 April 2017 recording that Prime had been purchased from Amazon at a cost of £79.00. A note appeared to have been attached to the log which recorded "12/5/17 spoke to procurement. hold until i.c returns".

Witness B stated that there was a subsequent period when the schools did not have procurement cards, although they would have been useful since the three schools were so small it would be cheaper to make purchases from Amazon, as often only a single copy of a book was required.

When Witness D was interviewed as part of the School's investigation on 25 January 2019, the notes of the meeting record that Witness D stated that Forest-of-Teesdale School did not use an Amazon Prime membership.

When Witness A was interviewed as part of the School's investigation on 25 January 2019, the notes of the meeting record that Witness A stated that Forest-of-Teesdale School had not used an Amazon Prime membership.

Mr Carroll's representations stated that Amazon prime membership was purchased to secure the benefit of free deliveries for school purchases.

It was apparent to the panel that valid purchases were made from Amazon, for example the fitness trackers referred to in allegation 1. c. The panel noted that particular purchase did not appear to have been made using Amazon Prime as the order contained a link to "Try Prime Free", but in any event, it was apparent that the products qualified for free delivery within a specified date range and that option had been selected.

Invoices confirmed that purchases were also made for ink cartridges and a cable. It was not apparent whether these purchases were made using Amazon Prime.

The panel understood Forest-of-Teesdale School to have been a very small rural school. Witness C referred to having to travel around an hour to reach the shops. In those circumstances, the panel did not consider it unreasonable for Amazon Prime to have been purchased.

In respect of this allegation, the panel found it not proven that Forest-of-Teesdale School's procurement card had been misused for personal expenditure or a purpose unconnected with Forest-of-Teesdale School.

e. in or around November 2017 purchasing items from "itunes.com record shop" for £39.80 using the Rookhope School procurement card;

A bank statement was provided to the panel in respect of transactions carried out using the Rookhope School procurement card. This recorded a transaction on 7 October 2015 with the description "iTunes.Com/ Bill Record Shops" in the amount of £39.80.

Mr Carroll's representations stated that he could not recall the specific transaction, but that his reasonable presumption was that this purchase was for a resource for staff to use as a teaching tool in relation to teaching modern foreign languages. The panel considered that it was reasonable that Mr Carroll could not recall the specific transaction given that the date referred to in the allegation appears incorrect.

Witness C confirmed that iTunes had been used in Forest-of-Teesdale School for purchasing educational "apps" and possibly a track might have been purchased as backing music for physical education / dance events.

In light of Witness C's evidence, in respect of this allegation, the panel found it not proven that Forest-of-Teesdale School's procurement card had been misused for personal expenditure or a purpose unconnected with Forest-of-Teesdale School.

i. in or around May 2018 purchasing overnight accommodation at The Hilton Hotel, Leeds for £89.10 using the Rookhope School procurement card;

The panel has seen a procurement card log referring to a payment made in May 2018 to Hilton Leeds in respect of “overnight accommodation for CPD” in the amount of £89.10. The log bears Mr Carroll’s name under the heading cardholder’s signature and is dated 8 June 2018.

The panel has also seen an invoice recording that Mr Carroll stayed at the Hilton hotel for one night from 17 May 2018. The panel noted that a train ticket had also been purchased from Leeds to Newcastle for one adult on 18 May 2018 which appeared to relate to his return journey. That ticket was purchased using Rookhope School’s procurement card. No allegation has been made in respect of Mr Carroll incurring expenses relating to his train travel for this journey as might be expected if the travel was unrelated to any purpose of Rookhope School.

Mr Carroll’s representations stated that he could not recall the specific date, but if he did stay at the hotel on the date alleged, he would have been attending a course on school business as that was a hotel that was used for numerous such courses.

Witness E stated that [REDACTED] was not sure why there was an allegation in respect of this transaction.

There was no evidence at all that anyone other than Mr Carroll had stayed at the hotel, and given that the train ticket had not been questioned, it was reasonable to assume that this hotel cost was for business use.

In relation to this allegation, the panel found it not proven that Rookhope School’s procurement card had been misused for personal expenditure or a purpose unconnected with Rookhope School.

I. in or around November 2015, November 2016, December 2017 and/or December 2018 purchasing annual TV licence renewal for £145.50 and £147.00 using the Forest-of-Teesdale procurement card.

When Witness A was interviewed as part of the School’s investigation on 25 January 2019, the notes of the meeting record that Witness A stated that there was a television in Forest-of-Teesdale School but that it had no input into the classroom activities. She stated that it was used as an additional screen for group use but not as a television, and Forest-of-Teesdale School had no television licence.

The panel has seen a procurement card transaction log for the periods 1 November 2015 to 17 November 2015 referring to a transaction on 13 November 2015 for a “TV Licence/ Renewed online” at a cost of £145.50. Other procurement card transaction logs were provided for the renewal in 2016 at a cost of £145.50 and in 2017 at a cost of £147.00. Confirmation of each of the TV licences purchased has been provided and it is apparent that the premises specified on the licence was the Forest-of-Teesdale School.

No evidence has been provided in respect of the 2018 TV licence renewal which would have been due when Mr Carroll was absent from the School. There was also no evidence of Mr Carroll ever having been challenged in respect of the renewals despite them being made annually.

Mr Carroll's representations stated that that the TV licence would have been for "use of TV in school".

Witness C confirmed that programmes would be streamed from BBC as a teaching tool at Forest-of-Teesdale School. Clips were used to engage children. Witness B confirmed that Rookhope had a TV licence as that was needed for example, if a teacher wished to broadcast "Newsround". She stated that although there were no televisions in Rookhope School, programmes would be streamed through their interactive white board and in those circumstances Rookhope School required a TV licence. She stated that it was reasonable to believe Forest-of-Teesdale School would have used BBC programmes for educational purposes.

The panel found it not proven that Forest-of-Teesdale School's procurement card had been misused for personal expenditure or a purpose unconnected with Forest-of-Teesdale School.

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

Having found a number of the allegations proved, the panel went on to consider whether the facts of those proved allegations amounted to unacceptable professional conduct and/or conduct that may bring the profession into disrepute.

In doing so, the panel had regard to the document Teacher Misconduct: The Prohibition of Teachers, which is referred to as "the Advice".

The panel was satisfied that the conduct of Mr Carroll in relation to the facts found proved, involved breaches of the Teachers' Standards. The panel noted that the Preamble requires that teachers act with honesty and integrity and Mr Carroll failed to do so. The panel considered that, by reference to Part 2, Mr Carroll was in breach of the following standards:

- Teachers must have proper and professional regard for the ethos, policies and practices of the school in which they teach, and maintain high standards in their own attendance and punctuality.
- Teachers must have an understanding of, and always act within, the statutory frameworks which set out their professional duties and responsibilities.

The panel was satisfied that the conduct of Mr Carroll fell significantly short of the standard of behaviour expected of a teacher.

The panel also considered whether Mr Carroll's conduct displayed behaviours associated with any of the offences in the list that begins on page 12 of the Advice.

The panel found that the offence of "fraud or serious dishonesty" was relevant.

The Advice indicates that where behaviours associated with such an offence exist, a panel is likely to conclude that an individual's conduct would amount to unacceptable professional conduct.

Accordingly, the panel was satisfied that Mr Carroll was guilty of unacceptable professional conduct.

The panel went on to consider the issue of whether Mr Carroll was guilty of conduct that may bring the profession into disrepute.

The panel took into account the way the teaching profession is viewed by others, the responsibilities and duties of teachers in relation to the safeguarding and welfare of pupils and considered the influence that teachers may have on pupils, parents and others in the community. The panel also took account of the uniquely influential role that teachers can hold in pupils' lives and the fact that pupils must be able to view teachers as role models in the way that they behave.

In considering the issue of disrepute, the panel also considered whether Mr Carroll's conduct displayed behaviours associated with any of the offences in the list that begins on page 12 of the Advice. As referred to above, the panel found that the offence of "fraud or serious dishonesty" was relevant.

The Advice indicates that where behaviours associated with such an offence exist, a panel is likely to conclude that an individual's conduct would amount to conduct that may bring the profession into disrepute.

The panel considered that Mr Carroll's conduct could potentially damage the public's perception of a teacher.

The panel therefore found that Mr Carroll's actions constituted conduct that may bring the profession into disrepute.

Panel's recommendation to the Secretary of State

Given the panel's findings in respect of unacceptable professional conduct and conduct that may bring the profession into disrepute, it was necessary for the panel to go on to consider whether it would be appropriate to recommend the imposition of a prohibition order by the Secretary of State.

In considering whether to recommend to the Secretary of State that a prohibition order is appropriate, the panel had to consider the public interest, the seriousness of the

behaviour and any mitigation offered by Mr Carroll and whether a prohibition order is necessary and proportionate. Prohibition orders should not be given in order to be punitive, or to show that blame has been apportioned, although they are likely to have punitive effect.

The panel had regard to the particular public interest considerations set out in the Advice and, having done so, found a number of them to be relevant in this case, namely, the maintenance of public confidence in the profession and declaring and upholding proper standards of conduct; and the interest of retaining the teacher in the profession.

The panel considered that public confidence in the profession could be seriously weakened if conduct such as that found against Mr Carroll were not treated with the utmost seriousness when regulating the conduct of the profession.

The panel was of the view that a strong public interest consideration in declaring proper standards of conduct in the profession was also present as the conduct found against Mr Carroll was outside that which could reasonably be tolerated.

In October 2019, Mr Carroll's representative referred to Mr Carroll having accessed his Teachers' Pension [REDACTED] the panel could not exclude the possibility of Mr Carroll wishing to return to classroom teaching or a leadership role within the teaching profession. Mr Carroll has been a member of the teaching profession since 1987, with a hitherto unblemished record albeit there was no evidence before the panel to indicate that he was an especially gifted teacher. At the time of the matters found proven, he was a non-teaching executive headteacher. The panel has seen a reference provided at the point that Mr Carroll was appointed to his post in 2010 which confirmed Mr Carroll's duties and responsibilities and that there were no concerns with Mr Carroll's suitability to work in a school setting. However, prior to the matters that are the subject of this hearing, there was no evidence that Mr Carroll's had demonstrated exceptionally high standards in his personal and professional conduct in his role. The panel considered that, in those circumstances, the adverse public interest considerations above outweighed any interest in retaining Mr Carroll in the profession, since his behaviour fundamentally breached the standards of integrity and honesty expected of a teacher.

The panel considered carefully the seriousness of the behaviour, noting that the Advice states that the expectation of both the public and pupils, is that members of the teaching profession maintain an exemplary level of integrity and ethical standards at all times.

The panel took further account of the Advice, which suggests that a panel will likely consider a teacher's behaviour to be incompatible with being a teacher if there is evidence of one or more of the factors that begin on page 15. In the list of such factors, those that were relevant in this case were:

- serious departure from the personal and professional conduct elements of the Teachers' Standards; and

- dishonesty or a lack of integrity, including the deliberate concealment of their actions or purposeful destruction of evidence, especially where these behaviours have been repeated or had serious consequences, or involved the coercion of another person to act in a way contrary to their own interests.

Even though some of the behaviour found proved in this case indicated that a prohibition order would be appropriate, taking account of the public interest and the seriousness of the behaviour and the likely harm to the public interest were the teacher be allowed to continue to teach, the panel went on to consider the mitigation offered by the teacher and whether there were mitigating circumstances.

The panel has found Mr Carroll's actions to have been deliberate given that, in respect of some of the conduct found proven, it determined that Mr Carroll acted dishonestly.

There was no evidence to suggest that Mr Carroll was acting under extreme duress, e.g. a physical threat or significant intimidation.

As referred to above, Mr Carroll did have a previously good history, having an otherwise unblemished career. However, there was no evidence that he had demonstrated exceptionally high standards in both his personal and professional conduct. He had been a member of the profession for over 30 years and would likely have had a positive impact on pupils but there was no evidence of any specific examples of any significant contributions he had made to the education sector over that time.

Whilst there was evidence that governance arrangements in Forest-of-Teesdale School could have been improved, Mr Carroll had a personal responsibility as executive headteacher not to take advantage of the situation for his own gain. It was apparent that there would have been challenges for Mr Carroll in managing three schools, with three separate governing bodies and in three separate rural locations. However, it was apparent Mr Carroll used that position to take advantage in seeking to claim the same personal expenditure from two schools in the hope that the other would not find out.

[REDACTED].

The panel noted that Mr Carroll resigned from his position in April 2019. The panel noted that Mr Carroll has stated in his representations for this hearing that "the continuance of these proceedings by TRA [REDACTED] has been extremely damaging to me." The panel recognised that these proceedings are stressful for those who are subject to them. However, whilst the threat of prohibition will have been hanging over Mr Carroll since he was referred to the TRA, Mr Carroll has not been deprived of his income since he has been in receipt of a pension. Therefore, this is not a case where the time that has passed whilst the teacher has awaited the conclusion of the case has had a significant bearing on the panel's recommendation.

Save for the reference referred to above, when Mr Carroll was appointed to his post at Forest-of-Teesdale School and Rookhope School, no other evidence testifying to Mr Carroll's character was provided to the panel.

Mr Carroll has not expressed any remorse. The panel also did not consider that he had demonstrated insight. Instead, his remarks indicated his chagrin at the personal consequences of regulatory action given his comment regarding the impact these proceedings have had on him. He has expressed no remorse for the upset he caused to those who he worked with and who were impacted by his actions. His representations stated that "had any financial errors been made, I would have been quite willing to have made a personal repayment in school, if the matter had been drawn to my attention". The matters were drawn to his attention, and yet he delayed making repayments and in some cases did not make the required repayment at all.

The panel was of the view that, applying the standard of the ordinary intelligent citizen, it would not be a proportionate and appropriate response to recommend no prohibition order. Recommending that the publication of adverse findings would be sufficient would unacceptably compromise the public interest considerations present in this case, despite the severity of the consequences for Mr Carroll of prohibition.

The panel was of the view that prohibition was both proportionate and appropriate. The panel decided that the public interest considerations outweighed the interests of Mr Carroll. The disregard Mr Carroll showed towards his colleagues, despite having implicated them in his dishonest acts, and his failure to demonstrate any remorse or insight for this was a significant factor in forming that opinion. Accordingly, the panel made a recommendation to the Secretary of State that a prohibition order should be imposed with immediate effect.

The panel went on to consider whether or not it would be appropriate for it to decide to recommend a review period of the order. The panel was mindful that the Advice states that a prohibition order applies for life, but there may be circumstances, in any given case, that may make it appropriate to allow a teacher to apply to have the prohibition order reviewed after a specified period of time that may not be less than 2 years.

The Advice indicates that there are cases involving certain conduct where it is likely that the public interest will have greater relevance and weigh in favour of a longer period before a review is considered appropriate. One of these examples include "fraud or serious dishonesty". The panel found that Mr Carroll was responsible for acts of dishonesty and involving colleagues in seeking to cover up his actions.

There was no evidence before the panel to suggest that Mr Carroll recognised the seriousness of the matters alleged, nor his culpability for them. Therefore, the panel could not make any assessment that there was no or minimal risk of repetition.

The panel decided that the findings indicated a situation in which a review period would be appropriate and, as such, decided that it would be proportionate, in all the circumstances, for the prohibition order to be recommended with provision for a review period after five years. The panel considered a period of five years to be required for Mr Carroll to develop the requisite insight and remorse and to be able to demonstrate the propriety of his actions in another role.

Decision and reasons on behalf of the Secretary of State

I have given very careful consideration to this case and to the recommendation of the panel in respect of both sanction and review period.

In considering this case, I have also given very careful attention to the Advice that the Secretary of State has published concerning the prohibition of teachers.

In this case, the panel has found some of the allegations proven and found that those proven facts amount to unacceptable professional conduct and conduct that may bring the profession into disrepute. In this case, the panel has found some of the allegations not proven. I have therefore put those matters entirely from my mind.

The panel has made a recommendation to the Secretary of State that Mr Ian Carroll should be the subject of a prohibition order, with a review period of five years.

In particular, the panel has found that Mr Carroll is in breach of the following standards:

- Teachers must have proper and professional regard for the ethos, policies and practices of the school in which they teach, and maintain high standards in their own attendance and punctuality.
- Teachers must have an understanding of, and always act within, the statutory frameworks which set out their professional duties and responsibilities.

The panel finds that the conduct of Mr Carroll fell significantly short of the standards expected of the profession.

The findings of misconduct are serious as they include a finding of dishonesty on the part of an executive headteacher, misuse of school funds by using school procurement cards for personal expenditure and for purposes unconnected with the schools.

I have to determine whether the imposition of a prohibition order is proportionate and in the public interest. In considering that for this case, I have considered the overall aim of a prohibition order which is to protect pupils and to maintain public confidence in the profession. I have considered the extent to which a prohibition order in this case would achieve that aim taking into account the impact that it will have on the individual teacher. I have also asked myself, whether a less intrusive measure, such as the published finding of unacceptable professional conduct or conduct likely to bring the profession into

disrepute, would itself be sufficient to achieve the overall aim. I have to consider whether the consequences of such a publication are themselves sufficient. I have considered therefore whether or not prohibiting Mr Carroll, and the impact that will have on the teacher, is proportionate and in the public interest.

I have also taken into account the panel's comments on insight and remorse, which the panel sets out as follows, "Mr Carroll has not expressed any remorse. The panel also did not consider that he had demonstrated insight. Instead, his remarks indicated his chagrin at the personal consequences of regulatory action given his comment regarding the impact these proceedings have had on him. He has expressed no remorse for the upset he caused to those who he worked with and who were impacted by his actions. His representations stated that "had any financial errors been made, I would have been quite willing to have made a personal repayment in school, if the matter had been drawn to my attention". The matters were drawn to his attention, and yet he delayed making repayments and in some cases did not make the required repayment at all." In my judgement, the lack of insight or remorse means that there is some risk of the repetition of this behaviour and this puts at risk the future wellbeing of pupils. I have therefore given this element considerable weight in reaching my decision.

I have gone on to consider the extent to which a prohibition order would maintain public confidence in the profession. The panel observe, "The panel considered that public confidence in the profession could be seriously weakened if conduct such as that found against Mr Carroll were not treated with the utmost seriousness when regulating the conduct of the profession." I am particularly mindful of the finding of dishonesty in this case and the impact that such a finding has on the reputation of the profession.

I have had to consider that the public has a high expectation of professional standards of all teachers and that the public might regard a failure to impose a prohibition order as a failure to uphold those high standards. In weighing these considerations, I have had to consider the matter from the point of view of an "ordinary intelligent and well-informed citizen."

I have considered whether the publication of a finding of unacceptable professional conduct and conduct likely to bring the profession into disrepute, in the absence of a prohibition order, can itself be regarded by such a person as being a proportionate response to the misconduct that has been found proven in this case.

I have also considered the impact of a prohibition order on Mr Carroll himself and the panel comment "Mr Carroll did have a previously good history, having an otherwise unblemished career. However, there was no evidence that he had demonstrated exceptionally high standards in both his personal and professional conduct. He had been a member of the profession for over 30 years and would likely have had a positive impact on pupils but there was no evidence of any specific examples of any significant contributions he had made to the education sector over that time."

A prohibition order would prevent Mr Carroll from teaching. A prohibition order would also clearly deprive the public of his contribution to the profession for the period that it is in force.

In this case, I have placed considerable weight on the panel's comments concerning the lack of insight or remorse. The panel has said, "There was no evidence before the panel to suggest that Mr Carroll recognised the seriousness of the matters alleged, nor his culpability for them. Therefore, the panel could not make any assessment that there was no or minimal risk of repetition."

I have also placed considerable weight on the finding of the panel that "Whilst there was evidence that governance arrangements in Forest-of-Teesdale School could have been improved, Mr Carroll had a personal responsibility as executive headteacher not to take advantage of the situation for his own gain. It was apparent that there would have been challenges for Mr Carroll in managing three schools, with three separate governing bodies and in three separate rural locations. However, it was apparent Mr Carroll used that position to take advantage in seeking to claim the same personal expenditure from two schools in the hope that the other would not find out."

In addition, I have taken account of the panel's consideration of mitigating factors, including matters related to [REDACTED], I have noted the following "Mr Carroll's representations stated that "at no point did I intend to inappropriately use school funds or procurement cards to purchase items for my personal use or gain. [REDACTED]."

[REDACTED]

I have given less weight in my consideration of sanction, to the contribution that Mr Carroll has made to the profession. In my view, it is necessary to impose a prohibition order in order to maintain public confidence in the profession. A published decision, in light of the circumstances in this case, that is not backed up by remorse or insight, does not in my view satisfy the public interest requirement concerning public confidence in the profession.

For these reasons, I have concluded that a prohibition order is proportionate and in the public interest in order to achieve the intended aims of a prohibition order.

I have gone on to consider the matter of a review period. In this case, the panel has recommended a 5 year review period.

I have considered the panel's comments "The Advice indicates that there are cases involving certain conduct where it is likely that the public interest will have greater relevance and weigh in favour of a longer period before a review is considered appropriate. One of these examples include "fraud or serious dishonesty". The panel found that Mr Carroll was responsible for acts of dishonesty and involving colleagues in seeking to cover up his actions." The panel has also said it "considered a period of five

years to be required for Mr Carroll to develop the requisite insight and remorse and to be able to demonstrate the propriety of his actions in another role.”

In this case, factors mean that allowing a lesser review period is not sufficient to achieve the aim of maintaining public confidence in the profession. These elements are the dishonesty found and the lack of either insight or remorse.

I consider therefore that a five year review period is required to satisfy the maintenance of public confidence in the profession.

This means that Mr Carroll is prohibited from teaching indefinitely and cannot teach in any school, sixth form college, relevant youth accommodation or children’s home in England. He may apply for the prohibition order to be set aside, but not until 30 January 2029, 5 years from the date of this order at the earliest. This is not an automatic right to have the prohibition order removed. If he does apply, a panel will meet to consider whether the prohibition order should be set aside. Without a successful application, Mr Carroll remains prohibited from teaching indefinitely.

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

Mr Ian Carroll has a right of appeal to the King’s Bench Division of the High Court within 28 days from the date he is given notice of this order.

A handwritten signature in black ink, appearing to read 'S Buxcey', with a horizontal line underneath.

Decision maker: Sarah Buxcey

Date: 25 January 2024

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