



EMPLOYMENT TRIBUNALS

Claimant: Ms Aldine John
Respondent: Oasis Community Learning Trust

Heard at: Watford Employment Tribunal
On: 20,21,22,23,24 and 27 October 2025

Before: Employment Judge Allott
Mr K Rose
Mr D Bean

Representation
Claimant: In person
Respondent: Mr Mark Williams (counsel)

JUDGMENT having been sent to the parties on 13 November 2025 written reasons having been requested in accordance with Rule 60 of the Employment Tribunals Rules of Procedure, the following reasons are provided:

REASONS

Introduction

1. The claimant was employed as a Cover Supervisor by the respondent on 1 September 2014. At the time of the presentation of her claim on 11 September 2023 she remained employed although she has subsequently resigned as of 14 January 2024. By a claim form presented on 11 September 2023, following a period of early conciliation from 13 July to 25 August 2023, the claimant brings complaints of direct age discrimination and breach of contract. The respondent defends the claims.

The issues

2. The issues were set out in a case summary by Employment Judge Quill following a case management preliminary hearing held on 19 March 2024. They are as follows:-

“The issues

9. The issues between the parties which potentially fall to be determined by the Tribunal are as follows:

Time limits / limitation issues

- 9.1. Were all of the claimant's complaints presented within the time limits set out in section 123 of the Equality Act 2010 ("EQA")
- 9.2. Dealing with this issue may involve consideration of subsidiary issues including: when the treatment complained about occurred; whether there was an act or conduct extending over a period, and/or a series of similar acts or failures; whether time should be extended.
- 9.3. Given the date the claim form was presented and the dates of early conciliation, any complaint about something that happened before 14 April 2023 is potentially out of time, so that the tribunal may not have jurisdiction to deal with it, subject to consideration of the matters mentioned in the previous paragraph.

EQA, section 13: direct discrimination because of Age

At the relevant times, the Claimant was in her 50s.

She compares herself to individuals in their 20s, 30s or 40s.

- 9.4. Did the respondent subject the claimant to the following treatment:
 - 9.4.1. Not put the Claimant forward for QTS.
 - 9.4.2. Not give the Claimant lesson observations and feedback afterwards
 - 9.4.3. Not give the Claimant annual appraisals
 - 9.4.4. Timetable the Claimant as "main teacher" and do so without supporting her or providing feedback, on the following occasions:
 - 9.4.4.1. September 2019 to July 2020 - timetabled as Main English teacher - KS3
 - 9.4.4.2. September 2020- July 2021 - timetabled as Main KS3 English teacher
 - 9.4.4.3. April 2022 to July 2022 - Main English teacher KS4
 - 9.4.4.4. September 2022 - April 2023 - Main Geography teacher KS3
 - 9.4.5. Provide only one welfare meeting to the Claimant (in period from start of absence in April 2023 to presentation of claim form 11 September 2023)
 - 9.4.6. Fail to arrange a welfare meeting promptly after start of absence in April 2023
 - 9.4.7. Fail to arrange a welfare meeting prior to last day before school holidays
- 9.5. Was that treatment "less favourable treatment", i.e. did the respondent treat the claimant as alleged less favourably than it treated or would have treated others ("comparators") in not materially different circumstances? The claimant relies on the following comparators and/or hypothetical comparators.
 - 9.5.1. Darren Evans
 - 9.5.2. Mirvhat
 - 9.5.3. Kelly

9.5.4. Yunus

9.5.5. Sidar

9.6. If so, was this because of the claimant's age and/or because of the protected characteristic of age more generally?

9.7. If so, has the respondent shown that the treatment was a proportionate means of achieving a legitimate aim? No such legitimate aim being put forward to date

Breach of contract

9.8. Does the Tribunal have jurisdiction to deal with a breach of contract complaint, given that the Claimant was a current employee when she presented the claim?

9.9. If so, the Claimant alleges that it was breach of contract that she was appointed as "main teacher" on the occasions set out in the age discrimination complaints?

Remedy

9.10. If the claimant succeeds, in whole or part, the Tribunal will be concerned with issues of remedy and in particular, if the claimant is awarded compensation and/or damages, will decide how much should be awarded."

The law

3. Section 13 (1) and (2) of the Equality Act provides:-

"13 Direct discrimination

- (1) A person (A) discriminates against another (B) if, because of a protected characteristic, A treats B less favourably than A treats or would treat others.
- (2) If the protected characteristic is age, A does not discriminate against B if A can show A's treatment of B to be a proportionate means of achieving a legitimate aim.

4. Section 23(1) of the Equality Act 2010 provides:-

"23 Comparison by reference to circumstances

- (1) On a comparison of cases for the purposes of section 13, 14, 19 or 19A there must be no material difference between the circumstances relating to each case."

5. Section 136 (2) and (3) of the Equality Act 2010 provides:-

"136 Burden of proof

...

- (2) If there are facts from which the court could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned, the court must hold that the contravention occurred.
- (3) But subsection (2) does not apply if A shows that A did not contravene the provision.”

6. Section 3 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 provides:-

- 3. Proceedings may be brought before an employment tribunal in respect of a claim of an employee for the recovery of damages or any other sum (other than a claim for damages, or for a sum due, in respect of personal injuries) if—
 - (a) the claim is one to which section 131(2) of the 1978 Act applies and which a court in England and Wales would under the law for the time being in force have jurisdiction to hear and determine;
 - (b) the claim is not one to which article 5 applies; and
 - (c) the claim arises or is outstanding on the termination of the employee’s employment.”

The evidence

- 7. We had a hearing bundle of 729 pages. We were provided with a list of the birthdays of the claimant, the comparators and other cover supervisors.
- 8. We had witness statements and heard evidence from the following:
 - (i) The claimant
 - (ii) Mr Rory Sheridan, Assistant Principal of Oasis Academy Enfield from September 2018 and the claimant’s line manager from September 2019.
 - (iii) Mr Anthony Williams, Principal of Oasis Academy Enfield from April 2020 until September 2023.

The facts

- 9. The claimant was employed as a Cover Supervisor on 1 September 2014. Her job title was Assistant Teacher. The claimant was born on 7 September 1971 and was 42 years old at the time.
- 10. The claimant is an overseas trained humanities teacher who had previously taught in Jamaica and the UK. She has an Open Degree (philosophy, law, English).
- 11. The claimant’s contract of employment contains the following:-

“Job title: Cover Supervisor

Your job title is Associate Teacher. Your duties include all those duties that fall within this job title in relation to Oasis Community Learning's business and such other duties as Oasis Community Learning may require of you from time to time.

Notwithstanding your specific job title, you may be required by Oasis Community Learning to perform any additional or other duties or functions that Oasis Community Learning considers necessary to meet the needs of Oasis Community Learning."

12. The job description sets out the following:-

"Job purpose: To work within an agreed system to supervise classes for teachers who may be in meetings, leading or participating in professional development or for a teacher who is absent due to illness."

13. There then follows a long list of specific responsibilities.

14. The respondent had a "Policy & Procedure for the Management of Health Related Absence." This provides:-

"Keeping in contact during absence.

We care about all our staff. If you are absent you should expect to be contacted from time to time by your line manager or other appropriate senior leader and/or a People Directorate Adviser in order to discuss your wellbeing, expected length of continued absence from work and, where appropriate, to keep you up to date on news and developments at work. Such contact is necessary from an operational perspective but also, in the case of long-term absence, seeks to support the employee's eventual return to work and reintegration back into their work community. Contact will be kept to a reasonable minimum, but typically, will be weekly and by telephone. In the case of long-term absence, line managers are encouraged to agree in advance, arrangements for contact."

15. Although the claimant had trained overseas and had experience teaching, she was not classed as having "Qualified Teacher Status" ("QTS") in the UK. The claimant had taught primary, secondary, and special needs children. She taught geography and history in Jamaica and had taught RE in the UK.

16. The claimant gave evidence that in interview she asked about support for staff training as regards acquiring QTS and was told that the respondent prided itself on supporting staff progression.

17. The claimant told us that during the first few years of the claimant's employment, the respondent was very supportive of her for reasons that we do not need to go into.

18. The claimant references the school being somewhat chaotic at this time with a high turnover of staff and principals. The claimant volunteered to teach some RE to GCSE standard to help out and gain teaching experience towards acquiring QTS,

19. The claimant was then asked to help out teaching Key Stage 3 English and Maths. She says that in 2018 a picture emerged of the claimant being asked to help out not so much as a cover supervisor but as a timetabled teacher.

20. It is clear to us that the claimant was being asked to do more than merely cover staff absences but also to fill staff shortages by teaching on a longer term basis. This was recognised by the respondent as the claimant was awarded a salary change from 1 January 2019 to 5 April 2019 to include an allowance of £2,000 for the equivalent of 1.8 days of unqualified teaching of science and history.
21. On 16 July 2019, the claimant was given the post title of Higher Level Teaching Assistant (“HLTA”). A further contract variation awarded her £2,400 additional duties allowance from 1 September 2019 “in recognition of teaching, planning, preparation, and assessment in addition to your current role”. That lasted until 31 August 2020.
22. We were told that there are a number of routes by which QTS can be achieved. One is via a Post Graduate Certificate in Education, a one year course. Another is via a full time training course. Two others are via charities “Teach First” and “Schools Direct.” Teach First involved enrolling with the charity and then being placed on a fixed-term two-year contract with a school on a training placement. There is no guarantee of a full-time post at the end of the placement.
23. The route which this case has principally dealt with was an “assessment only” route. We were told that candidates would have to present a portfolio demonstrating experience and they would be assessed by external assessors holding classes. This was over a 12 week period and the cost was between £1,500 - £4,000.
24. We were not provided with a definitive answer concerning some aspects of the assessment route. At one stage we were told by the respondent that a cover supervisor could not be assessed as only those with an unqualified teacher contract could be assessed. That was Rory Sheridan’s understanding at the time. However, when it emerged that Ms Mirvat Al-Khulaqui had been assessed in 2023 whilst still a cover supervisor and had passed as QTS without such a contract, that appeared to be wrong. The claimant told us that the assessment had to be at KS3 and 4 level. The respondent told us that it had to be at two different settings. We express no definitive view on what exactly was required.
25. It is clear to us that many support staff wanted to achieve QTS for obvious career, salary, and job satisfaction reasons. In order to progress, the support staff would actively request teaching opportunities in order to train and gain experience.
26. Being supported in getting training and experience as a teacher and arranging an assessment funded by the respondent was not a contractual right but was something that the respondent would consider on an ad hoc basis subject to the needs of the school.
27. Anthony Williams, who became Principal in April 2020, gave evidence that the respondent’s number 1 priority was the delivery of quality teaching to students. Both in a letter to the claimant dated 13 June [should be July] 2023 and in his oral evidence before us, Anthony Williams stated that there are a number of factors that would determine whether and when the provision of an opportunity to train for and be assessed for QTS was offered. These are curriculum needs, the school budget, and the relative strength/weaknesses of the subject area.

28. Curriculum needs dictated whether there was an opportunity for support staff to teach. The opportunity would not be specifically created but would have to arise naturally. School budget is obvious. Relative strength/weakness of the subject area reflects the fact that in some subjects there is a “subject shortage” of QTS teachers such as science in general and physics in particular as opposed to subjects such as English.
29. In addition, Anthony Williams gave evidence that the respondent would not approve and fund an assessment if it thought the individual would not get through. We saw evidence that Josephine De Graft-Johnson, another cover supervisor older than the claimant, and who was endeavouring to achieve QTS via the assessment only route, was told in November 2023 that before being put through for QTS there would have to be two observations at two academies by an internal assessor. We accept Anthony Williams’ evidence on the respondent’s approach to supporting staff seeking QTS.
30. Anthony Williams also gave evidence that there was no “one size fits all” approach to achieving QTS. All potential candidates had different starting points in terms of academic qualifications and teaching experience.
31. In 2018 the claimant applied for an RE teacher role as she had prior experience of teaching RE. Unfortunately, that did not progress as the class she was scheduled to be observed in was ill-behaved and the claimant had a panic attack.
32. In July 2019, the claimant was timetabled to teach science. She expressed dissatisfaction as she had no science teaching experience. The outcome was that the lab technicians taught the experiments and she covered the classes and received an increased pay allowance. In early 2019 the respondent’s executive head teacher was Lynne Dawes. Rory Sheridan gave evidence that in April 2019 Lynne Dawes told him to give the claimant English teaching classes in KS3 (years 7, 8 & 9) as she wanted to become an English teacher.
33. A curious feature of this case is that both in her direct discrimination claim and in her attempted breach of contract claim the claimant is complaining about being timetabled as main teacher-KS3 and KS4. We have seen contemporaneous complaints that this was outside her job description. However, the claimant has also complained that she did not have enough main teacher roles as she wanted to gain experience in teaching both KS3 and KS4 at the same time. Indeed, when asked in what respect she claimed the younger cover supervisors had better support than the claimant, she replied that they had more teaching opportunities. We found the claimant’s two positions to be mutually incompatible.
34. The claimant was timetabled as Main English Teacher KS3 September 2019-July 2020, September 2020-July 2021 and Main English Teacher KS4 April 2022-July 2022. To put her teaching duties in context, we heard that there are 25 lessons rostered per week. A teacher would generally teach 22 lessons with the other time for preparation and administration. The claimant, when timetabled to teach English, was teaching 4-4.5 lessons per week.
35. The claimant was timetabled Main Geography Teacher K3 September 2022-April 2023. This was to cover a new teacher being mentored for three lessons per

week.

36. The claimant gives evidence that in September 2019 she wrote to Lynne Dawes as regards getting training for QTS. As we have found, from September 2019 the claimant was getting training as Main English Teacher KS3. The claimant was told, however, that the school was short of funds so an assessment would not happen.
37. In April 2020 Anthony Williams was appointed Principal. He gave evidence that he took over a school that was in trouble. The school was £600,000 in debt, there was a falling roll of students which had resulted in lost revenue of £900,000, there were challenges around the quality of teaching and a poor turnover of staff. In addition, the school also faced the problems of the national covid lockdown on 23 March 2020.
38. The claimant gave evidence that she raised the possibility of training support and assessment for QTS with Anthony Williams in September 2020 and was told that the school did not have the money to support her. We have found that the claimant was getting training as Main English Teacher KS3 from September 2020 to July 2021.
39. One of the claimant's comparators is Kelly Forsythe/McInnes. The claimant complains that Kelly Forsythe, who had no academic qualifications or teaching background, was getting support in accessing and acquiring teacher training. Kelly Forsythe was 28 years old in 2020.
40. Kelly Forsythe was a Head of Year at the time which was primarily a pastoral role focused on a specific year group. She expressed an interest in becoming a QTS English Teacher and, like the claimant, was given an opportunity to teach English over a number of years. Unlike the claimant, Kelly Forsythe did not have the requisite academic qualifications and was supported by the respondent in enrolling in an access course to pursue an alternative route to QTS. As it happens, Kelly Forsythe went on maternity leave around April 2022 and thereafter that route to QTS changed and she returned from maternity leave to her old role. She no longer pursued QTS thereafter.
41. As such, we find that Kelly Forsythe was in a materially different situation to the claimant who did have the requisite academic qualifications.
42. As it happens, the claimant covered the teaching that Kelly Forsythe had been doing when she went on maternity leave in April 2022.
43. The claimant complains that she was not given lesson observation, feedback, annual appraisals and lacked support for the main teacher post she undertook.
44. As far as teaching support is concerned, Anthony Williams gave evidence that there were departmental meetings weekly at which ongoing CPD was discussed. The claimant did of course receive extra pay for teaching.
45. The claimant did have "drop ins" and "learning walks" with Nick Taylor, Head of Department for English, and this would have involved some informal feedback.

It was accepted by the respondent that the claimant did not have formal lesson observations as she was a cover supervisor and not a teacher. Further, that she did not have formal appraisals or formal feedback.

46. When the claimant was teaching geography from September 2022 until April 2023 she requested a formal observation from Sanya Sultana, Head of Geography, and this was provided with feedback.
47. The lack of formal appraisals and feedback was something that Rory Sheridan accepted should have happened but he gave evidence that at the time he did not appreciate that they should occur and that none of the support staff he line managed had formal appraisals and feedback. That would include all the claimant's comparators.
48. The difficult financial position the school was in is confirmed by the fact that in March 2021 it underwent a redundancy process. We have a document prepared in April 2021 concerning an assessment of three cover supervisors which included the claimant, Darren Evans (a comparator) and Roland Amran-Forson. This confirms that all three cover supervisors were teaching lessons as main teacher as part of their duties.
49. The claimant makes a general complaint that during this time her younger colleagues, Darren, Kelly, Yunas and Sidar were being supported in gaining QTS. We find that Darren Evans was supported in the same way as the claimant in being given teaching opportunities. Yunas and Sidar were both employed as science technicians.
50. Darren Evans, Yunas and Sidar all resigned their employment with the respondent and enrolled with Teach First. All three were then placed on two year fixed contracts with the respondent as Trainee Teachers within the Teach First Programme with no guarantee of a job at the end of the fixed term. We find that they were not supported by the respondent for QTS via the assessment only route that the claimant was seeking to pursue. It was always open to the claimant to take the Teach First route subject to her being accepted. We find that Darren Evans, Yunas and Sidar were in materially different circumstances to the claimant.
51. Anthony Williams told us that the academic years 2019/2020 and 2020/2021 were very disrupted due to the covid lockdowns. As Principal, Anthony Williams' priorities were to ensure the delivery of a good education for the students and the financial stability of the school. In effect, everything was on hold and no one was put forward for QTS assessment. We find that between 2018 and January 2023, save for being given the opportunity to train by teaching as a main teacher, no one was supported towards achieving QTS via the assessment only route.
52. The claimant gives evidence that at the time she took over from Kelly Forsythe in April 2022 she was told that the school was "sorting out the paperwork for supporting her in training for QTS".
53. Before us, the claimant complained that she was not being given the opportunity to teach KS3 and KS4 at the same time to gain the requisite experience for a

QTS assessment. However, we find that the claimant never requested any extra teaching. If anything, she was complaining about having to do the teaching she was asked to do. We find that the claimant was not reticent in raising issues if she felt strongly about something.

54. In April/May 2022 Anthony Williams and Rory Sheridan were finalising the staffing requirements for the academic year September 2022 - July 2023. The claimant was informed that there were two teaching vacancies for an English Teacher and the claimant was encouraged to apply for a non-qualified teaching contract. Unfortunately, from the claimant's perspective, two well-qualified applicants who were QTS were appointed.
55. In September 2022, the claimant raised concerns about the geography teaching role and complained about not being supported to achieve QTS.
56. Due to both the claimant's (and others) ambition to achieve QTS, Anthony Williams asked the Assistant Principal, Ms Jennifer Walsh, to investigate routes into teaching for the claimant and others. Jennifer Walsh left in December 2022 and was replaced by Ms Nevotna Robinson.
57. On 9 January 2023 Navotna Robinson circulated a "Teacher Training 2023 – Expression of interest form". The claimant, Mirvat Al-Khulaqui, aged 38 at the time, and Josephine De Graft-Johnson, aged 57 at the time, and five others all expressed interest. Josephine De Graft-Johnson was supported by being given an English teacher role for the rest of that academic year. In September 2023 Josephine De Graft-Johnson was appointed to a non-qualified teaching contract but her attempt to achieve QTS did not proceed as the respondent pointed her towards another route and she left.
58. Mirvat Al-Khulaqui was a cover supervisor. She is a science graduate and we were told by Rory Sheridan and Anthony Williams that she was highly motivated and proactive in achieving QTS. She had been teaching for two years to gain the requisite experience. Anthony Williams told us that the feedback was really good. She had invested in her own progression by self-funding subject enhancement in physics, a notoriously difficult subject to recruit teaching staff into. Anthony Williams told us:-

“Mirvat went above and beyond and of course we supported her because of the talent she was showing and what she was doing.”
59. Mirvat Al-Khulaqui was assessed in the spring of 2023 and by July 2023 had achieved QTS. The respondent funded the assessment.
60. Between January 2023 and April 2023 when the claimant went off sick, the claimant was not treated in the same way as Mirvat Al-Khulaqui as she was not put forward for a QTS assessment by the respondent at the respondent's expense.
61. We find that Mirvat Al-Khulaqui was not a suitable comparator for the claimant as she was a physics teacher as opposed to an English/geography teacher. Further, an email dated 23 May 2023 suggests that the claimant had not

completed the eligibility link to enable Nevotna Robinson to see which provider the respondent could place her on. We assume that Mirvat Al-Khulaqui had done so. As such, we find that the claimant was not treated less favourably than Mirvat Al-Khulaqui.

62. Even if Mirvat Al-Khulaqui was a suitable comparator, then we find that she was treated differently to the claimant. In the circumstances, we have gone on to consider whether the difference in treatment was because of the claimant's age. We find that it was not because of the claimant's age. Firstly, Mirvat Al-Khulaqui was quite close to the claimant's age at 38 compared to 51. Secondly, Mirvat Al-Khulaqui was highly motivated, extremely good and had qualified herself as a physics teacher. We find that it was those qualities that led to the difference in treatment and not the claimant's age.
63. Mirvat Al-Khulaqui returned as a cover supervisor in September 2023 but, following a resignation, was appointed as a science teacher in October 2023.
64. In February 2023, the claimant was timetabled to teach Nevotna Robinson's K3 RE classes as she had become Assistant Principal. This, along with the perception of the claimant that she was being forced to teach the geography role and was being denied training, caused the claimant to become low and depressed and she was signed as unfit for work on 13 April 2023 due to "work-related stress."
65. As we have already observed, the claimant was not denied training. The claimant was given the opportunity to train and gain experience by the teaching roles she often complained about having to fulfill.
66. On 17 April 2023, the claimant sent in her sick note. On the same day, HR acknowledged the fit note and provided the claimant with details of a counselling service. The claimant was told that she should not hesitate to contact HR for any assistance.
67. Rory Sheridan gave evidence that he did not contact the claimant until July 2023 as he had been advised that as she was signed off with stress he should not contact her as it fell to HR to do so.
68. HR called the claimant on 15 May 2023 and followed up with an email.
69. In June 2023 Anthony Williams called the claimant with her permission to offer a geography teaching role. A recent advertisement for the role had had no applicants and, as such, the claimant would have been in a strong position to get a non-qualified teaching contract. The claimant did not respond.
70. On 6 July 2023, the claimant emailed the respondent complaining about being timetabled to teach without consent and about not being supported to transition into gaining QTS compared with younger colleagues for the first time.
71. Anthony Williams replied on 13 July 2023 as follows:-

"You described several times in your email the difference between a "main teacher" and a Cover Supervisor and what you are contractually obliged to do. During a meeting

we had in March where you expressed your frustration with lessons you were asked to cover, I did emphasise two main points to you. Firstly, you had not been asked to do anything outside the remit of your job description which I urge you to look over for reassurance, as it states the following:

- Supervise a class of students when the timetabled member of the teaching staff is absent, as directed by cover officer and/or Principal.
- Liaise with the appropriate staff such as the Head of Department or Co-Ordinator with regard to the work that has been set so that requirements are fully understood.
- The person undertaking this role is expected to work within the policies, ethos and aims of the academy and to carry out such other duties as may be reasonably be assigned by the Principal.

I also shared examples of other cover supervisors who had been directed in the same way you had been asked to, to show there was a consistent approach to how cover supervisors were deployed.

With regards to the opportunity for you to train for Qualified Teacher Status (QTS), I explained that there are a number of factors that will determine when this can be offered. These factors can depend on curriculum need, the school budget or the relative strengths/weaknesses of the subject areas. I also explained that there were other members of staff in the academy who had also expressed the desire to train for QTS, and I was unable to offer this due to one, or a combination of the factors I have explained. Further to this, I also said I would support you applying to train for QTS in another Oasis Academy in the region or the local authority, if you felt potential opportunities would present themselves sooner.

In terms of teaching support for you, I am aware that you have attended the bespoke CPD sessions on behaviour management and attended departmental CPD sessions to ascertain a better understanding of the curriculum and pedagogy used within the respective departments.

With reference to my contact with you in June whilst you were off work. This was firstly to find out how you were, and secondly explain that I had received positive feedback from the Head of Humanities about your lessons and wanted to know whether you would be interested in applying for the vacant Geography post. As we were also considering external applicants, it would have been helpful to know if this was something that interested you, but unfortunately, I did not receive a response from you.

I have spoken to your line manager about appraisals and setting objectives, and I have been told that you have received regular feedback on your performance. But this has not been formally recorded.”

72. On 14 July 2023, the claimant was invited to a welfare meeting which was held with Rory Sheridan on 20 July 2023.

Conclusions

73. Issue 9.4.1 is not putting the claimant forward for QTS.
74. We find that the claimant was given the opportunity to teach and thereby gain

the relevant experience towards a QTS assessment. We find that the claimant was not put forward for QTS assessment at all. In that sense we find the facts alleged in issue 9.4.1 are proved.

75. We find that no other cover supervisors were put forward for QTS assessment until Mirvat Al-Khulaqui was in early 2023. We find that all the comparators were in materially different circumstances. We find that a hypothetical comparator would have been treated exactly the same. We find that the claimant was not less favourably treated. We find that even if the claimant was less favourably treated than Mirvat Al-Khulaqui, then that was not because of her age.
76. Issues 9.4.2 and 9.4.3 are not giving the claimant lesson observations, feedback, and annual appraisals.
77. We find that there were informal observations and feedback but no formal observation, feedback, and annual appraisals. In that sense we find the facts alleged in issues 9.4.2 and 9.4.3 are proved. We find that all cover supervisors were similarly treated. As such, we find that the claimant was not less favourably treated.
78. Issue 9.4.4 is timetabling the claimant as main teacher without supporting her or providing feedback for four periods between September 2019 and April 2023. We find that the claimant was timetabled as alleged. We do not find that the claimant was without support or informal feedback. However, in essence, we find to that extent that the facts alleged in issue 9.4.4 are proved.
79. We find that that was not less favourable treatment. We find that it was in accordance with the terms of her contract and, indeed, the claimant was paid extra to do so. Further, the claimant wanted teaching experience to move towards QTS assessment. We find that all the claimant's comparators were similarly provided with teaching opportunities and that a hypothetical comparator would have been provided with such teaching opportunities as well.
80. Issues 9.4.5, 9.4.6 and 9.4.7 all relate to how the claimant was treated once off sick. We find the claimant did have one welfare meeting (actually an absence review meeting) on 20 July 2023. As such, the facts alleged in issue 9.4.5 are proved.
81. Issues 9.4.6 and 9.4.7 are said to be failures which we treat as implying that there was a duty to do that which was not done. We find no such failure. Subject to that observation, we find that the facts alleged in issues 4.9.6 and 9.4.7 are proved.
82. We had absolutely no evidence as to how other cover supervisors or, indeed, any staff were treated when off sick. Indeed, when the claimant was asked why she thought this was age related discrimination she effectively said because she was off work due to discrimination. In our judgment, that is not relevant.
83. We find that the facts proved are not less favourable treatment.
84. The claimant remained employed at the time of the presentation of the claim form

and, as such, the breach of contract claim must fail.

85. Due to our findings on the discrimination claims we do not deal with the time issues.
86. For the above reasons, the claimant's claims are dismissed.

Approved by:

Employment Judge Alliot

Date: 7 January 2026

SENT TO THE PARTIES ON

7 January 2026

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FOR THE TRIBUNAL OFFICE