

Zoom call @4.30pm

AGENDA

		Type	Lead
1	Apologies and Declarations of Interest	Discussion	Ross Martin
2	Minutes and Matters Arising of Meeting of 24 June 2021	Approval	Ross Martin
Elements of paper 2 are withheld from publication on the Forth Valley College website under Section 38 Personal Information of the Freedom of Information (Scotland) Act 2002.			
3	Minutes of Committee Meetings Remuneration Committee – 24 June 2021 Audit Committee – 9 September 2021	Noting Noting	Trudi Craggs Lorna Dougall
Elements of paper 3 are withheld from publication on the Forth Valley College website under Section 36 Confidentiality of the Freedom of Information (Scotland) Act 2002.			
4	Principal's Report	Discussion	Ken Thomson
Elements of paper 4 are withheld from publication on the Forth Valley College website under Section 33 Commercial Interests and the Economy of the Freedom of Information (Scotland) Act 2002			
5	Chair's Update (Verbal)	Discussion	Ross Martin
6	Student Association Report	Discussion	Amber Little
STRATEGIC PLAN IMPLEMENTATION			
7	Barclays Bank – Amendment to Term Loan Agreement – To Follow	Approval	Alison Stewart
GOVERNANCE			
8	Board Secretary Arrangements	Approval	Alison Stewart
OPERATIONAL OVERSIGHT			
9	Springback Programme	Discussion	Ken Thomson
10	Mental Health Plan 2021-2025	Discussion	Anna Vogt
Elements of paper 10 are withheld from publication on the Forth Valley College website under Section 38 Personal Information of the Freedom of Information (Scotland) Act 2002.			
11	Review of Risk	Discussion	All

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12	Any Other Competent Business	Discussion	All
	• Financial Forecast Return		Alison Stewart
	• Board Session November 2021		Ross Martin

FOR INFORMATION

Forward Agenda

Board Calendar

Co-Creating the Learner Journey – School College Partnerships and Effective Skills Pathways (link - <https://www.cdn.ac.uk/school-college-partnership-report-co-creating-learner-journey/>)

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Zoom Meeting, (Commencing at 4.30pm)

Present: Ross Martin (Chair)
Dr Ken Thomson
Hazel Burt
Andrew Caldwell
Trudi Craggs (Vice Chair)
Paul Devoy
Lorna Dougall
Davie Flynn (Vice Chair)
Katherine Graham
Jennifer Hogarth
Liam McCabe
Alistair McKean
Emma Meredith
Ken Richardson
Aleksandrs Petrovskis, Forth Valley Student Association Vice President (FVSAP)
Andrew Smirthwaite, Forth Valley Student Association President (FVSAP)

Apologies: Naila Akram
Lindsey Hastie

In Attendance: David Allison, Vice Principal, Infrastructure and Communications (VPIC)
Kenny MacInnes, Vice Principal Learning and Student Experience (VPLSE)
Alison Stewart, Vice Principal Finance and Corporate Affairs (VPFCA)
Stephen Jarvie, Corporate Governance and Planning Officer and Deputy Board Secretary (CGPO)
David Logue, Gardiner and Theobald LLP, for B/20/062 only
Anna Vogt, Head of Inclusion and Student Services (HISS) for B/20/063

B/20/060 Apologies and Declarations of interest

As noted above

B/20/061 Minutes and Matters Arising of Meeting of 29 April 2021

The Chair and Principal thanked members for the recent electronic approval of the BP Senegal Technician Training contract. Members agreed to formally record their approval in this minute.

Members approved the minute of the meeting of 29 April 2021.

B/20/062 Excambion with Falkirk Council

David Logue (DL), Gardiner and Theobald LLP, presented a paper to members seeking excambion (the legal term for an exchange of land) with Falkirk Council to support

their proposed development of the Middlefield roundabout as part of the wider road enhancements planned adjacent to the Falkirk campus.

He presented members with maps showing the intended exchange and noted, as Falkirk Council were making a slight gain in terms of the size of land, a payment of £13,500 would also be made to the College.

The Chair queried what would happen to the cherry trees located within the affected land. DL confirmed that there were no specific plans but that the capacity to move the trees existed and there was available land within the campus to transplant these trees if the College wished.

The Chair also noted it would be useful for the Board to receive a presentation in due course on the proposed wider developments in the area of the Falkirk Campus. DL confirmed he would be happy to update the Board on this in due course.

a) Members approved the exchange with Falkirk Council

B/20/063

Equality Outcomes 2021-2025

Anna Vogt, Head of Inclusion and Student Services (HISS), presented members with the proposed equality outcomes for 2021-2025. She highlighted that the outcomes support the College's its duties under the Equality Act 2010.

She discussed each of the outcomes, noting that these had been developed in consultation with staff, students, senior management and Board colleagues and other stakeholders to be both specific and measurable and are tied directly to the aims of the College and the wider sector.

She also highlighted that the aim was for these outcomes to support the embedding of the equalities duties across all aspects of College activity.

Members welcomed the consultation that had gone into the development of the outcomes and noted that the outcomes felt relevant to the increased focus on equalities.

a) Members approved the Equality Outcomes 2021-2025

B/20/064 Minutes of Committee Meetings

Remuneration Committee – 29 April 2021

The Committee Chair informed members that the committee remit was considered and approved at the April 2021 meeting and that the key discussion points were contained in the minute.

- a) Members noted the content of the update

Audit Committee – 20 May 2021

The Committee Chair highlighted to members that the Committee had raised concerns with the proposed fee level from the College External Auditors in relation to planned aspects of work that were, in the view of the College and Committee, unnecessary and contrary to Audit Scotland guidance and which, as a result, had not been approved by the Committee. She provided some background regarding this issue which have occurred the previous year for newer members.

The Committee Chair noted that the VPFACA was taking this issue up with Audit Scotland and acknowledged that while, as pointed out by the External Auditors partner in attendance at the meeting, the content of the review was at their discretion, that management did have to agree the fee.

The VPFACA confirmed she was in dialogue with both Audit Scotland and the auditors to reach agreement on the level of work, which is more appropriate for a corporate client, and obtain agreement on the fee.

Members noted their support for the actions taken by the Audit Committee and asked that the Boards concern and disappointment that the External Auditors were taking a similar approach to that of last year be recorded.

- a) Members noted the content of the update

Learning & Student Experience Committee – 27 May 2021

The Committee Chair informed members that the Committee had considered the FVSA annual report as well as briefings on Project NxGen and student activity.

He highlighted to members the inclusion of two dashboards and some explanatory text with the minute. He noted that one dashboard related to the Digital Skills work underway within the College and the other outlined performance against Outcome Agreement targets, with explanatory text for the amber and red items.

He queried whether members would like these dashboards to be included alongside future minutes.

Members agreed that this would be useful.

- a) Members noted the content of the update

Draft Finance Committee – 15 June 2021

The Committee Chair highlighted that the Committee had considered the budget and BP Senegal contract which were coming to this meeting. He also noted that the Committee had approved the Tuition Fee waiver policy and the revised Procurement Strategy and Policy which are attached to the Board papers for information. He noted that the Committee had also approved the accounting policies for the College.

- a) Members noted the content of the update

B/20/065

Principal's Report

(Elements of this section are withheld from publication under Section 33 Commercial Interests and the Economy of the Freedom of Information (Scotland) Act 2002.)

The Principal reported to members on his activities since the last meeting of the Board.

He highlighted the recent resolution of the EIS-FELA strike action and confirmed that there would be no further strike action when the College returned for the new academic year.

He discussed the staff awards ceremony that had occurred that week and noted it had been a really good night for the staff. He noted his thanks both for the College Marketing team and for the members of the Board who had supported the awards process as part of the judging panel.

He highlighted to members that, despite the myriad challenges of the academic year, the College was anticipating 94% of learners to complete their course by the end of term. He noted that 3% were anticipated to complete over the summer period and that, for the remaining 3% for whom this was not possible owing to the high levels of practical, in campus work, that they had been contacted around Easter time to inform them they had a place in the coming academic year and that there would be no funding issues for them. He confirmed that this early notification had been received positively by the students affected.

He confirmed to members that the Springback project was proceeding well and would be launched on 1 September 2021. He thanked the Board members who had participated in the Springback focus groups.

He updated members on a range of upcoming strategic projects including BP Senegal, discussions with Maersk training to set up renewables training at the Falkirk campus

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and the work toward the creation, in partnership with the University of Stirling, of the Scottish International Environment Centre in the Alloa campus.

He updated members on the ongoing development of the University College Hospital project in conjunction with the University of Stirling and NHS Forth Valley and confirmed to members that further information would be brought to the September meeting of the Board.

He discussed a range of key developments underway in the sector, including the SFC review of tertiary education and requested that, as a result of these changes, members agree to delay the revision of the Strategic Plan for the College to allow further discussion at the November strategic session. He confirmed that, in the interim, an interim operational plan would be developed and brought to the Board.

Members agreed to this approach.

Members also welcomed the development of the Maersk initiative and the focus on renewables.

Members who were part of the judging panel for the staff awards commented on the range and quality of submissions which had made reaching a final decision very hard. The Principal noted that the submissions made for the staff awards would be included in the annual College review document so members would get further information on these in due course. It was also agreed that the staff involved would be invited to the start of a future, in person, Board meeting for a chat ahead of the meeting.

The Chair asked the VPLSE to provide the Board with an update on the EIS-FELA issue.

The VPLSE confirmed that the national joint secretaries had ruled in favour of the Union when comparing the role of Instructor Assessor (IA) against the recently agreed national role profile for a lecturer.

He noted that, while the decision was disappointing, it was important to note that original decision and rationale for the changes had been correct at the time, with the correct processes adhered to by the College, and that the introduction of the national lecturing role description had been the key change.

He confirmed to members that the College had accepted the Joint Secretaries decision and that the staff involved had been informed that they would be transitioning to lecturing terms and conditions.

Members queried how the news had been received by the staff. The VPLSE noted that overall the reaction had been positive and confirmed that all the staff had been individually informed ahead of the wider message to staff.

Members asked if new staff recruited as IA's would also become lecturers and the VPLSE confirmed that this was the case and he noted that there would be discussions

with each of these staff as the College needs to be sure they are comfortable with assuming the breadth of a lecturing role.

The Principal highlighted that this change would have a financial impact on the College and that, while the contribution from the new BP Senegal contract may cover the additional costs at this time, there would be a need to review the structures in the College.

- a) Members noted the content of the update

B/20/066 Chair's Report (Verbal)

The Chair updated members on his activities since the last meeting of the Board of Management.

He informed members that the SFC review of the tertiary sector had been completed recently and should be published the following day and noted that the report would be discussed further at the next meeting of the Board.

He updated members on progress with the regional economies work, noting positive engagement from Scottish Government and Skills Development Scotland to take this work forward.

He updated members on the ongoing review of College's Scotland (CS) and the role of the employers association, the College Principals group and the Chairs group. He confirmed that arrangements were being taken forward to support these groups.

He also reported on his ongoing support of the Principal and wider SMT as the College focusses on broadening the College income base, increasing commercialisation and maximising the benefit from the College campuses.

Members noted that the Digital Skills academy work may be a possible avenue for further commercialisation and the Principal confirmed that this was an intended future development.

- a) Members noted the content of the update

B/20/067 Student Association Annual Report

The FVSAP presented the annual report on the activities of the Forth Valley Student Association. He updated members on developments with class representatives and the recent student awards.

He informed members about the progress of the College e-sports team who have made it to the finals of a UK wide championship being held in Nottingham and he thanks the Principal for supporting the costs associated with this.

The FVSAVP informed members about the recently completed mental health partnership agreement between FVSA and the College, the development of which was supported by a survey of over 300 students.

The FVSAVP also discussed the “we fit, you fit” initiative with staff and students, noting a number of successes in this month long initiative.

The FVSAP updated members on the incoming new sabbatical officers.

The Chair and members thanked the FVSAP and FVSAVP for their contribution to the work and development of the FVSA, especially in the challenging conditions of the past year and wished them well for the future.

a) Members noted the content of the report

B/20/068

Student Association Constitutional Changes

The FVSAP presented proposed changes to the FVSA Constitution. He confirmed that the proposed changes had been endorsed by the Student Council and outlined the proposed changes to the election regulations, to allow for more student input and transparency, and changes to the executive officer structure to reflect changing needs within FVSA.

a) Members approved the changes to the FVSA Constitution

STRATEGIC PLAN IMPLEMENTATION

B/20/069

Budget 2021/22

(Elements of this section are withheld from publication under Section 33 Commercial Interests and the Economy of the Freedom of Information (Scotland) Act 2002.)

The VPFACA presented the budget for 2021/22 to members. She outlined the key assumptions and risks, noting the positive impact that the BP Senegal contract will have but that this was only for a limited period.

She noted the impact on the budget of the movement of IA roles to lecturing roles of approximately £310k and noted that she would amend the paper to reflect this and a subsequent release of £100k contingency to offset part of this cost before it was submitted to the Scottish Funding Council (SFC).

She informed members that normally SFC would be requesting a 3 year financial forecast but that, as SFC were still negotiating the budget beyond next year with Scottish Government, they were not in a position at this time to indicate future funding levels to base these projections on.

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She confirmed to members that, at this time, 2022/23 was likely to be in deficit and echoed the Principals earlier comment that this may need to be addressed by looking at structures.

The Chair of the Finance Committee commented that he felt that the summary provided by the VPFACA was fair and that the proposed adjustments identified should be included in the budget that is submitted to SFC.

- a) Members approved the budget 2021/22 with the discussed changes and it's submission to SFC

GOVERNANCE

B/20/070 College Strategic Risk Register

The VPFACA presented members with a refreshed strategic risk register, noting it had been refreshed to tie in closer with the existing strategic plan priorities for the College. She confirmed that the intention was to bring this for more discussion to the strategic session of the Board in November 2020.

Members welcomed the refresh and recommended that risk 5 in relation to major incidents be reviewed to reflect both physical and digital incidents.

- a) Members noted the content of the strategic risk register

B/20/071 IT Security Policy

The VPIC presented an update to the College's IT security policy for approval. He noted that the update was made to reflect changes to the College's approach such as the introduction of two factor authentication.

Members queried if students would have to use multi-factor authentication. The VPIC confirmed that this was for staff who had access to the College systems from outside the campuses.

Members also noted that the section on Logical Access should be clarified to ensure staff know they are only permitted to access College data from a College device.

The VPIC agreed to this change.

The VPIC also noted that he would invite the Head of Information Technology to a future meeting to provide more detail on the College's cyber security arrangements.

- a) Members approved the IT Security Policy subject to the change outlined above

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OPERATIONAL OVERSIGHT

- B/20/072 EIS Dispute (Verbal)**

This item was covered under B/20/065

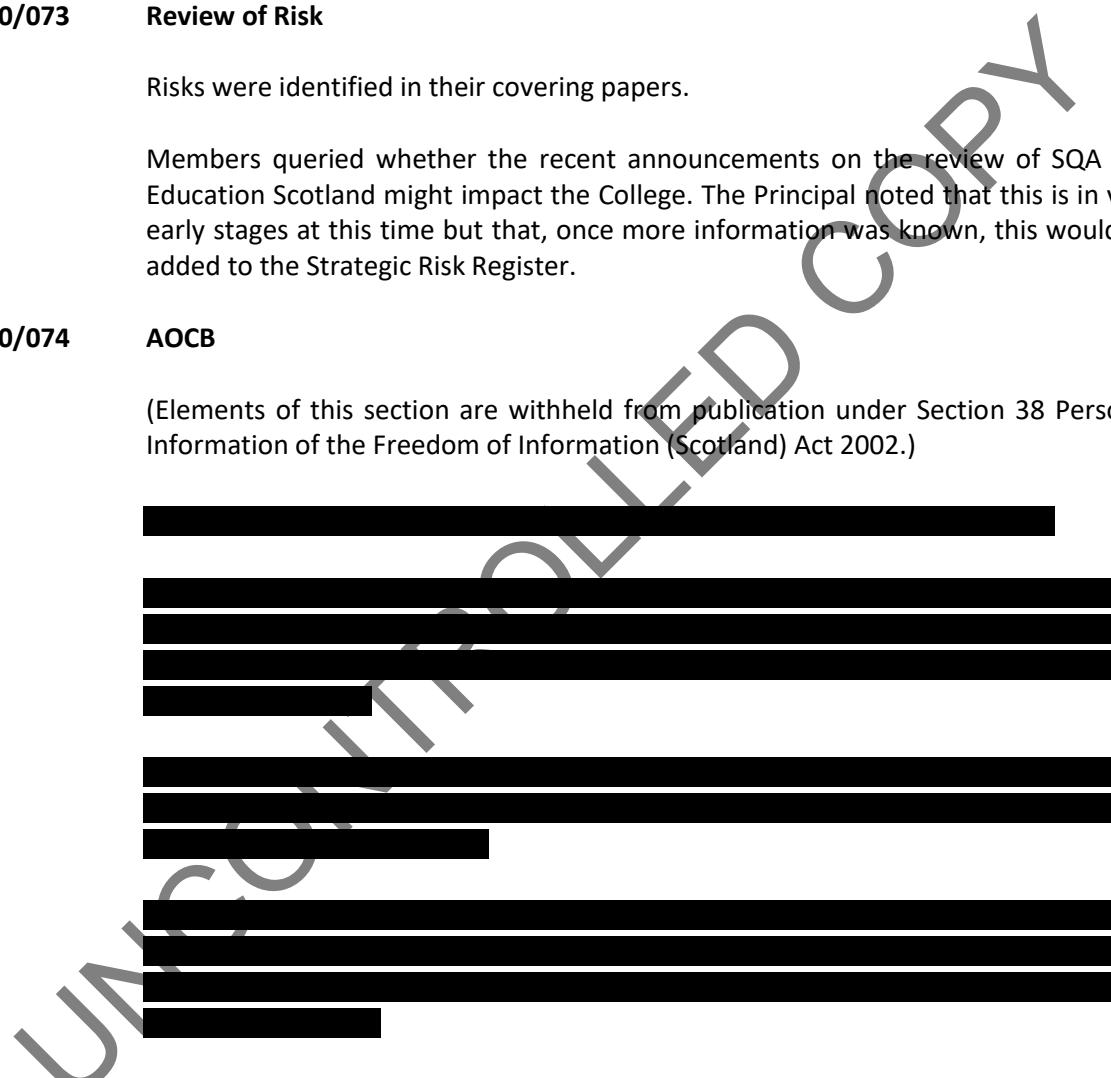
- B/20/073 Review of Risk**

Risks were identified in their covering papers.

Members queried whether the recent announcements on the review of SQA and Education Scotland might impact the College. The Principal noted that this is in very early stages at this time but that, once more information was known, this would be added to the Strategic Risk Register.

- B/20/074 AOCB**

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Zoom (commencing at 4.00pm)

Present: Trudi Craggs (Chair)
Lorna Dougall
Davie Flynn
Ross Martin
Liam McCabe

Apologies: None

In Attendance: Dr Ken Thomson, Principal
Alison Stewart, Vice Principal Finance and Corporate Affairs (VPPFACA)
Stephen Jarvie, Corporate Governance and Planning Officer (CGPO) - Minute

R/20/010 Declarations of Interest

None.

R/20/011 Apologies

None.

R/20/012 Minutes of meeting of 29 April 2021

The minutes of the meeting of 29 April 2021 were accepted as an accurate record subject to updating the venue and time of the meeting on the minute.

R/20/013 Senior Staff Pay and Grading Structure

The Principal presented a paper seeking approval for proposed changes to senior staff remuneration. He discussed the arrangements that are currently in place and, after noting the requirement to review senior salaries from the recent equal pay audit, concerns from members of the Board in relation to senior staff workload and succession planning and current inequities in support for senior staff; presented members with a proposed revision to the senior staff structure.

He provided an overview of the proposed changes and the rationale behind each of these, particularly the revised/new posts covered in the paper.

Members noted that the Board had had reservations for a time on succession planning routes within the College and welcomed the new structure which addressed this concern.



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- a) Members approved the paper

R/20/014

Review of Risk

Members noted the risk in relation to communications but also welcomed the mitigation of existing risk by the establishment of clear succession planning at senior levels with the College.

R/20/015

Any other competent business

None

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Zoom (commencing at 4.30pm)

Present: Lorna Dougall (Chair)
Hazel Burt
Emma Meredith

In Attendance: Ken Thomson, Principal
Alison Stewart, Vice Principal Finance and Corporate Affairs (VPFACA)
David Allison, Vice Principal Infrastructure and Communications (VPIC)
Stuart Inglis, Henderson Loggie (SI)
Olga Potapova, Ernst and Young (OP)
Helen Young, Head of Learning and Quality (HLQ), for item A/21/008 only

A/21/001 Declarations of Interest

None

A/21/002 Apologies for Absence

Paul Devoy
Alistair McKean

A/21/003 Minutes of meeting of 20 May 2021

The minutes of the meeting of 20 May 2021 were approved.

A/21/004 Matters Arising

a) A/20/036 External Audit Plan

The VPFACA updated member on discussions with the Finance Committee as agreed at the last meeting and noted that the expectation for any additional fee would be justified and, if it were to go above the notified level, that the College would be informed of the reason for this before work commenced.

b) A/20/041 Risk Management

The VPFACA noted that, as agreed at the May meeting, the Covid risk register has been removed and a new register created to cover the Springback programme. The Chair confirmed these registers would be reviewed later in the agenda.

A/21/005 Review of Committee Remit

The VPFACA presented the remit of the Committee to members, noting that the Scottish Government Audit and Assurance Committee handbook recommends an annual review of the remit as good practice.

- a) Members commented that the remit continued to be clear and comprehensive and approve its content

A/21/006 Governance Statement

The VPFACA presented the draft governance statement for the accounts and highlighted it was recommended practice that the Committee consider the governance statement before they meet to consider the accounts.

She confirmed that the statement had been written in accordance with the relevant SFC guidance.

Members queried whether other Committees or the Board have sight of the statement. The VPFACA confirmed that this was the case as the full Board will review the completed accounts.

- a) Members approved the Governance Statement

A/21/007 Audit Committee Self-Assessment

The Chair presented the annual self-assessment of the Committee for member's consideration.

Members noted that they felt the document was comprehensive and accurate.

- a) Members approved the self-assessment document

A/21/008 Copyright Policy

The HLQ presented a new copyright policy for member's consideration and approval.

She provided members with an overview of the College's previous copyright arrangements which involved a licenced arrangement which was expensive and did not meet the modern needs for the College.

She described the move to operating with material outwith the requirements for a licence and noted that guidance for staff and students had been in place for a few years.

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She highlighted that, following this activity, it was decided to formalise matters with a specific policy document and that a sector copyright specialist who has worked with the College for a number of years was involved in the creation of the policy.

Members queried training for staff and students. The HLQ noted that supporting documentation and guidance was available to all College users and that, for staff, training on the new policy would form part of their mandatory cycle of training.

Members noted that the policy document was well laid out and read well.

- a) Members approved the Copyright policy

A/21/009 Presentation of Internal Audit Reports

Stuart Inglis (SI), Henderson Loggie presented a number of reports to the Committee.

Follow Up Review

SI discussed the outcome of the annual follow up, noting that while a number of recommendations had been completed some had, owing to the College and Board not being able to hold the annual strategic discussion, not been completed yet.

- a) Members noted the content of the Follow up review

Health & Safety

SI presented the report for the audit of Health and Safety. He highlighted that there was a recommendation graded requires improvement which related to staff induction training not being recorded on the College systems for a period of time.

The VPIC confirmed that this was the result of a technological issue which has now been rectified.

SI also discussed other, lower level, recommendations arising from the review.

Members discussed the recommendations in the report, as well as the additional health and safety requirements with a large proportion of staff working from home and the upcoming hybrid model of work.

- a) Members noted the content of the review and the actions being taken by the College

Staff Recruitment, Retention and Succession Planning

SI presented the outcome of the review, noting it was rated as good and that there were no recommendations.

Members welcomed the focus from the College on succession planning, noting it had been a Board concern for a period of time.

- a) Members noted the content of the review

A/21/010 Internal Audit Annual Report

The Chair noted that she would be arranging a meeting with Henderson Loggie and the newer members to ensure they are aware of, and can discuss, the content of the annual plan for internal audit.

SI presented the annual report for member's consideration.

He noted that there had been some changes to the plan for the year, as discussed and approved at previous meetings of the Committee.

He highlighted that the report also contained references to the outcome of a recent IT audit and noted that this report was still in draft so the annual report was also in draft. The intention would be to present the completed IT audit report along with a final version of the annual report to the November meeting of the Committee.

The Principal noted to members that the outcome of the Health and Safety report had resulted in a range of actions by the College.

SI noted that this update could be included in the annual report.

Members welcomed this and noted that the explanation regarding the now resolved system issue could also be included.

- a) Members noted the content of the report

A/21/011 Progress Report on Audit Recommendations

The CGPO presented the standing report on progress against live audit recommendations. He highlighted that there was one error in the report where an update had not been included and confirmed that this would be rectified.

- a) Members noted the content of the report

A/21/012 Risk Management and Springback Risk Register

The VPFACA presented the strategic risk register to members, noting that there had not been any significant changes since the last meeting of the Committee.

She also reported, as agreed at the previous meeting, the Covid specific risk register had been retired and a new risk register in relation to the Springback project.

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The Principal presented the Springback risk register to members which had been developed by the College leadership team and shared with the College unions. He outlined the rationale behind each risk and the link to the overall Springback project.

He also highlighted that, as some of the actions from Springback would not commence until after the October break, that there were only actions against some of the risks at this time.

Members welcomed the content of the risk registers and noted the interconnectivity between a range of risks.

- a) Members noted the content of the risk registers

A/21/013 Audit Scotland – Guide for Audit and Risk Committees

The VPFACA presented an update to the questions posed in the Audit Scotland guide. She noted that, while this was issued last year in relation to Covid, given the ongoing situation it was felt appropriate to update our responses.

Members noted that the update was useful to see and was comprehensive.

- a) Members noted the content of the report

A/21/014 Review of Risk

No new risks identified

A/21/015 Any Other Competent Business

The VPFACA noted that, at the College's Scotland Finance Directors network, some College's had noted that it was unlikely that the audits for their accounts would be completed by the December 2021 deadline and asked Olga Potapova if Ernst and Young anticipated meeting the deadline.

OP confirmed that the audit was scheduled and that it should be completed in time.

1. Purpose

To present to the Board of Management the thirty second Principal's report on key and strategic activity undertaken since the Board meeting in June 2021.

2. Recommendation

The Board should note and comment on the activity undertaken by the Principal since the 20th June 2021.

3. Key Highlights

- 3.1 The SpringBack project is to be launched on the 18th October following the October break however this will be dependent on Scottish Government guidance. A decision will be taken on the 5th October by LMT and communicated to all staff and students well in advance of the 18th. There is a detailed paper on the project later on the agenda. We are now developing a Transition Plan which will be reported to the Board in December and based on the outputs from SpringBack. In addition we intend providing the draft Strategic Plan 2025 for discussion. LMT are holding their first face to face strategy day on the 28th September with opportunity for Board discussion in November. All going well we are keen to publish our Strategic Plan by the end of the year.
- 3.2 On strategic developments reported to the Board in June, we will have 40 BP technicians starting on the Falkirk Campus on Monday 27th September from Mauritania and Senegal. This is a joint project with Glasgow Caledonian University. The technicians will be with the college for 18 months.

The Maersk project is now dependent on planning permission and a building warrant and Maersk are working closely with Falkirk Council. The Maersk Board have noted to our Project Manager, Craig Anderson, that this is a priority project for them.

Finally, Mhairi Hay, Director of Curriculum for Engineering and Science and I alongside Caroline Hogg, Apprentice Client Manager and key curriculum staff met with senior officials from the Engineering and Construction Industry Training Board (ECITB) including Chris Claydon, CEO to discuss apprenticeship opportunities and future collaboration on net carbon zero skills and training.

I am also delighted to note that Caroline and Mhairi, together with staff from Engineering and Business Development, will attend an ECITB awards night in London on 21st October where the college has been shortlisted as Training Provider of the Year.

In addition, the college has also been shortlisted for the Green Gown Award for Sustainable Institution of the Year. There have been six institutions shortlisted, one college and five universities.

- 3.3 I was delighted to receive three plaques from NHS Forth Valley, one for each campus, in recognition of the support the college has given over the last eight months to our

communities' through the vaccination period where over 300,000 vaccines were administered across the three campuses.

- 3.4 I wanted to draw attention to the School College Partnership report with a link to the report available in the *For Information* section. This has been a document which was initiated through the Curriculum and Assessment Board (CAB) where quite clearly, Scottish Government, Education Scotland and the education system as a whole were short sighted on the fact that 70,000 school pupils attended Scotland's colleges in 2018/19. The report identified 9 recommendations which have been whole heartedly accepted by the CAB and will see the School College Partnership as a key component of Curriculum for Excellence through the Muir Review.
- 3.5 The College has had a healthy start to the session, with enrolments to date for this session up by approximately 700 from Session 2020-21, and on a par with both Session 2019-20 and 2018-19, which were pre-Covid. Overall, our full time enrolments are down by approximately 60, with currently approximately 40 of these attributed to our integrated degree programmes with the University of Stirling (which are partly related to Brexit). Similarly our FE enrolments for this session are up on Session 2020-21, and on a par with Sessions 2019-20 and 2018-19. Our HE enrolments are slightly ahead of each of the last three sessions. Our overall Credits position is that we are approximately 1,500 Credits ahead of this time last session, and on a par with Sessions 2019-20 and 2018-19. Our FE Credits are also ahead of last session and Session 2019-20, but are slightly behind Session 2018-19. Our HE Credits for this session are very similar to last sessions, and ahead of Sessions 2019-20 and 2018-19 at this time.

All of the data below is based on 21st September of each Session.

Top Level enrolments Summary

Level	Session			
	2018/19	2019/20	2020/21	2021/22
All	7,122	7,237	6,571	7,264
FE	4,942	5,097	4,420	4,974
HE	2,180	2,140	2,151	2,290

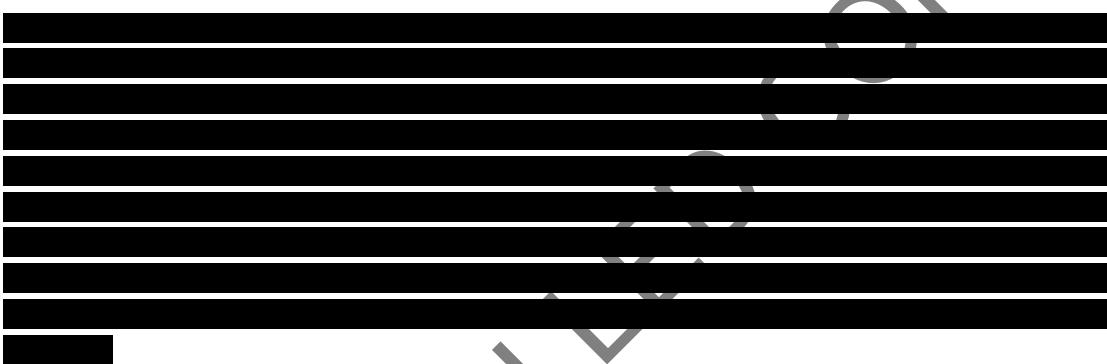
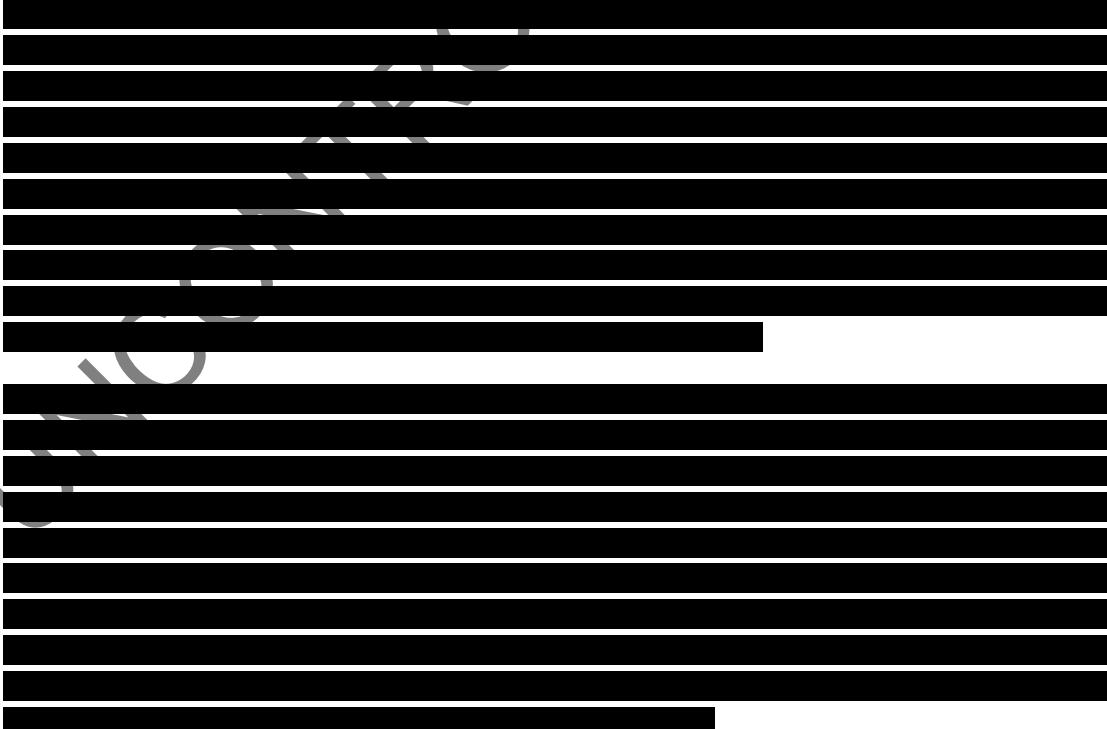
Enrolments for School/College Partnership

Level	Session			
	2018/19	2019/20	2020/21	2021/22
All	787	957	829	816
FE	697	886	756	738
HE	90	71	73	78

All Credits (target 85,829 for 21/22. It was 85,887 in 20/21.)

Mode	Session			
	2018/19	2019/20	2020/21	2021/22
Full Time	45,210	43,416	44,710	45,113
Part Time	11,585	12,063	10,270	11,777
Evening	2,277	2,138	1,929	2,272
AWBL	1,535	1,298	1,571	1,135
Flexi	429	385	673	665
Overall	61,035	59,300	59,152	60,962

3.6

4 Networking and Presentations

- 4.1 Huge thanks to Alistair McKean, Board Member and Lead Commercial Trainer for Forth Valley College who led on the hugely successful Charity Golf Day on the 3rd September 2021. Working

with staff from Rexel, Alistair's efforts raised £1,652 for Maggie's Charity. A big thank you to the FVC Board team with Andy Caldwell, David Allison and Guido Bicocchi (latter sponsored by Trudi) and also to Ross Martin who shared the responsibilities of networking with myself. A very good day indeed and, due to the success, to be repeated next year.

- 4.2 I was delighted to be asked to launch the FVC Staff awards in June. The event was hosted by Amy Irons and streamed live on YouTube from Tapestry's excellent studio facilities in Grangemouth. Staff really welcomed the opportunity to nominate colleagues for an award and all nominations were judged by a panel made up of Board members, the Student Association President and a College Fellow. The categories were: Colleague of The Year, Innovation, Team of the Year, Inspiration, Community Support and Improving Health & Wellbeing. The event was a huge success and all staff involved provided really positive feedback. It was our intention to invite those staff who were shortlisted, as well as the winners, to meet with the Board at the September meeting however due to ongoing Scottish Government guidance related to Covid this will be re-arranged for a suitable future meeting.
- 4.3 As a Board member of SQA and Chair of the Qualifications Committee we continue to meet regularly with four Board meetings over the last three months. I have also chaired the Qualifications Committee on two occasions. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] This is a real opportunity for Colleges to promote and grow the School College partnership activity (noted earlier), to build on the Sibbald Report for a rebalance of academic and vocational curriculum and assessment, and to ensure Colleges continue to be recognised as core component of the 3 – 18 learner journey.
- 4.5 The Four College Consortium Principals from Fife, Edinburgh, West Lothian and myself continue to meet on a quarterly basis to take forward the Scottish Government funding opportunities with Transition Training and the Young Persons Guarantee. At our next meeting we will discuss the potential of a collaborative project to pilot a four day week.

5. Key Meetings

I undertook the following key meetings in the period 20 June 2021 to 24 September 2021:

- 5.1 Ross Martin and I continue to meet weekly and have recently been discussing Colleges Scotland, the Regional Economy opportunities for the sector, the potential for the Regional Economic Partnership for the three local authorities as well as more localised activity with the College. Myself and Kenny MacInnes, VP Learning and Student Experience continue to have monthly meetings with the Student Association and over the last month, Amber Little, Student President and Claire Green, Vice President, have met myself and/or Kenny on a weekly basis to ensure proactive feedback and intelligence gathering in the first few weeks of the new term on Scottish Government guidelines and also the student experience.
- 5.2 Over the summer months I have met with all our newly elected MSP's including Michael Matheson MSP, Michelle Thomson MSP, Keith Brown MSP, Evelyn Tweed MSP and Stephen Kerr MSP. Mr Kerr will be the Convenor of the Education and Skills committee.

- 5.3 From a local authority perspective I have also had meetings with Douglas Duff, Head of Planning and Economic Development at Falkirk Council, Nikki Bridle, CEO Clackmannanshire Council and Stuart Oliver, Head of Economic Development, Stirling Council [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 5.4 I was really pleased to welcome Carol Turnbull, Principal of Ayrshire College, Hugh Hall, Principal Fife College and Simon Hewitt, Principal Dundee and Angus College to separate meetings to showcase the new campus and discuss sector wide issues and opportunities.

6. Colleges Scotland (CS)

- 6.1 Colleges Scotland CPG continues to meet monthly to receive updates from Linda Pooley, Deputy Director, Colleges, SFC and Young Workforce on Scottish Government's ongoing response to Covid-19 and discuss policy matters affecting the sector. In the last two months, I have also attended one meeting of the Funding and Finance Group.

7. Community Planning Partnership

- 7.1 There has been one meeting of the Falkirk Community Partnership and one Stirling Community Planning Partnership. The Falkirk and Stirling Plans haven't yet been published for consultation. Forth Valley College continues to ensure that we have a key role to play in economic recovery, education and skills.

8. Financial Implications

None

9. Equalities

Assessment in Place? – Yes No

If No, please explain why – This paper is an overview report only, there are no changes to College policy or practice involved.

10. Risk

Please indicate on the matrix below the risk score. Risk is scored against Impact and Likelihood as Very Low through to Very High.

	Likelihood	Impact
Very High		
High		
Medium		
Low		
Very Low	X	X

Please describe any risks associated with this paper and associated mitigating actions –
None

Risk Owner – Ken Thomson

Action Owner – Ken Thomson

12. Other Implications –

Please indicate whether there are implications for the areas below.

Communications – Yes No

Health and Safety – Yes No

Paper Author – Ken Thomson

SMT Owner – Ken Thomson

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1. Purpose

To provide members with an update on the recent activities of the Forth Valley Student Association (FVSA).

2. Recommendation

That members note the content of the report.

3. Key Considerations

Since the last Board of Management on the 24th of June FVSA have conducted several activities as outlined below.

New Sabbatical Officers

FVSA welcomed two new sabbatical officers, Amber Little took over from Andrew Smirthwaite as Student President and Claire Green took over from Aleksandrs Petrovskis as Vice President.

Staff update

FVSA also welcomed the change of Elena Semple's role, Activities and Volunteer Co-ordinator from part time to full time, with the role now being known as Student Engagement Co-ordinator from the 1st of July.

Freshers

FVSA hosted their 2nd annual online freshers event, with activities such as "Davey's Smartphone Quiz" and a live musical performance from "Tapedeck 45" and of course, freebies that included FVSA branded hand sanitizer, FVSA Pop Sockets (phone grips) and recycled plastic wristbands that say "FVSA Freshers' Fair 2021/22" on them.

Meetings

The Sabbatical officers have met with various different people. The Student President met with Anna Dickens from NUS to discuss one of their campaigns and the Vice President met with Gemma Jones who used to be a NUS Scotland Officer to talk about their struggles with dyslexia and dyspraxia. The officers also have weekly catch up meetings every Friday with Ken Thomson and Kenny MacInnes around Covid-19 and anything urgent that can't wait until our monthly meetings with SMT.

Student Partnership Agreement (SPA)

FVSA drafted up their Student Partnership Agreement and hosted a workshop around it with members of staff from different departments giving their opinions and ideas on how the college and FVSA can work together to achieve the goals set for the SPA. We'll also be hosting a working group to help us shape the actions that we'd like to take. We're also looking for a staff member for our "advisory group" that helps with the operational planning of FVSA, if you want some more information on the advisory group, contact Amber or Claire

Events

FVSA hosted a few events, such as Migraine Awareness week (6th – 10th September) and Suicide Prevention day (10th September) We promoted these events all over our social medias and on our teams channel (FVSA student community 21/22) for 3 weeks simultaneously, As we are still within the first few weeks of term we have not yet managed to engage with as many students as we hoped as of yet however we are hopeful to increase engagement with future events such as fresher's, this has been widely advertised on our social media platforms and our website as well as our dedicated teams channel, we are expecting a continuing rise in popularity as both Amber and Claire have been going around classes via teams to introduce both themselves and the student association platforms.

Class Rep Training

FVSA have looked at their class rep training and have decided to split it in half, one part of it as a mandatory online course and the other half, an interactive session with the sabbatical officers.

Feedback Friday

FVSA will be using Feedback Fridays and producing reports to return to students as well as producing a "Staff" report which we send to interested parties within the college (Qualities and Equalities).

Operational Budget

The paper for our Operational Budget will be going to the Finance Committee on 5th October for the academic year ahead 21/22.

4. Financial Implications

Please detail the financial implications of this item – there are no financial implications

5. Equalities

Assessment in Place? – No

If No, please explain why – Not applicable

6. Risk

Please indicate on the matrix below the risk score. Risk is scored against Impact and Likelihood as Very Low through to Very High.

	Likelihood	Impact
Very High		
High		
Medium		
Low		
Very Low	x	x

Please describe any risks associated with this paper and associated mitigating actions – None

7. Other Implications –

Please indicate whether there are implications for the areas below.

Communications – Yes

Health and Safety – No

Please provide a summary of these implications – FVSA extensively promote events, clubs and opportunities to be involved in the work of the association.

Paper Author – Amber Little & Claire Green **Owner –** Kenny MacInnes

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30 September 2021
BOARD OF MANAGEMENT

1. Purpose

To seek approval from members to amend the original Term Loan Agreement with Barclays Bank in relation to the calculation of interest rates due to phasing out of LIBOR by the end of 2021 and to authorise Ken Thomson and Alison Stewart to sign the attached Amendment Agreement on behalf of the Board of Management.

2. Recommendation

That members, approve the attached Amendment Agreement re the £10,000,000 Term Loan Facility Agreement dated 30 September 2010 between the Borrower (FVC) and Barclays Bank plc (the "Bank") as amended by a letter of variations from the Bank to the FVC dated 21 March 2013 and 5 July 2018.

3. Key Considerations

The interest rate on the loan provided by Barclays to Forth Valley College, and the hedging in place with respect to this facility in the form of an interest rate swap, are linked to LIBOR (London Inter Bank Offered Rate). LIBOR is a commonly used benchmark rate, more representative of money markets than the Bank of England base rate, hence its use in corporate banking transactions.

LIBOR is being phased out by the end of 2021, and as such will cease to be the reference rate for Sterling and will instead be replaced with SONIA (Sterling Overnight Index Average). The loan documentation with Barclays therefore needs to be amended to reflect this. LIBOR and SONIA will produce different interest rates, but since FVC has the rate swap there will be no immediate financial impact and we will continue to pay fixed 4.3% interest on our outstanding balance until 31 July 2029.

The College has sought legal advice from MacRoberts who have reviewed the documentation and confirmed there are no issues which need to be raised with the Board of Management.

It is also necessary to transition the interest rate swap in line with the cessation of Libor. We are awaiting final paperwork for this from Barclays Bank and will circulate a further paper for Board approval electronically with the updated terms and approval requirements of Barclays Bank.

4. Approval

Prior to approval the Board is asked to consider in detail

- the form of the Amendment Agreement and the risks to the College in entering into the Amendment Agreement.
- whether it was in the best interests of the College to enter into the Amendment Agreement and to execute and deliver the Amendment Agreement.

After due and careful consideration, the Board of Management is asked to approve

7. Barclays Bank Amendment to Term Loan Facility Agreement For Approval

30 September 2021
BOARD OF MANAGEMENT

- (a) the College should enter into the Amendment Agreement and perform its obligations and exercise its rights in relation to the Amendment Agreement and the amended Facility Agreement and
- (b) to do so would be of benefit to the College.

5. Authority to execute Amendment Agreement

Having approved the Amendment Agreement Members resolve that

- the College has considered whether it needs to obtain independent professional advice (legal, financial or otherwise), prior to resolving to enter into the Amendment Agreement and (whether on the basis of such advice or otherwise) it has made its own independent decision to enter into the Amendment Agreement and understands the terms, conditions and risks involved;
- the College, in good faith and for the purpose of carrying on its business, enter into the Amendment Agreement and perform its obligations and exercise its rights in relation to the Amendment Agreement and the Facility Agreement;
- the following officers of the College (each an "Authorised Signatory" and together the "Authorised Signatories") be authorised to sign on behalf of the College the Amendment Agreement and return the signed counterpart to the Bank
 - Alison Stewart
 - Dr Ken Thomson
- the terms of the Amendment Agreement be and are hereby approved (subject, in each case, to such amendments as the Authorised Signatories (acting together or alone) may approve and so that the signature of the Authorised Signatory shall be conclusive evidence of the agreement to such amendments or modifications); and
- the Authorised Signatories (acting together or alone) be authorised to agree and sign on behalf of the College all such other documents, agreements, certificates, notices, communications or confirmations, and to do all such other things, as may be required, or as any Authorised Signatory may approve, in connection with the Amendment Agreement.

6. Risk

	Likelihood	Impact
Very High		
High		
Medium		
Low		
Very Low	x	x

Please describe any risks associated with this paper and associated mitigating actions –

This is a technical change to the Term Loan agreement with Barclay's Bank due to the phasing out of LIBOR when calculating interest rates. Any change in the calculation of interest rate will have no immediate impact due to the swap rate being in place until 2029.

**7. Barclays Bank Amendment to Term Loan Facility
Agreement
For Approval**

**30 September 2021
BOARD OF MANAGEMENT**

Risk Owner – Alison Stewart

Action Owner – Alison Stewart

7. Other Implications – None

Paper Author – Alison Stewart

SMT Owner – Alison Stewart

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DATE OF DELIVERY _____ 2021

AMENDMENT AGREEMENT

FOR

FORTH VALLEY COLLEGE OF FURTHER AND HIGHER EDUCATION
THE BORROWER

WITH

BARCLAYS BANK UK PLC
ACTING AS BANK

RELATING TO A FACILITY AGREEMENT
ORIGINALLY

DATED 30 SEPTEMBER 2010 (AS AMENDED OR
RESTATEMENT FROM TIME TO TIME)

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Date of delivery _____ 2021

THIS AGREEMENT is made between:

- (1) **FORTH VALLEY COLLEGE OF FURTHER AND HIGHER EDUCATION** (the "Borrower"); and
- (2) **BARCLAYS BANK UK PLC** as Bank (the "Bank").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**Amended Facility Agreement**" means the Original Facility Agreement, as amended by this Agreement.

"**Effective Date**" means the date on which the Bank (or the Bank's lawyers on its behalf) confirms to the Borrower that it has received each of the documents and other evidence listed in Part 1 of the Schedule (*Conditions Precedent*) in a form and substance satisfactory to the Bank.

"**Original Facility Agreement**" means the facility agreement dated 30 September 2010 between the Borrower and the Bank as amended from time to time prior to the date of this Agreement.

"**Schedule**" means the schedule, in two parts, annexed as relative to this Agreement.

1.2 Incorporation of defined terms

- (a) Unless a contrary indication appears, a term defined in the Original Facility Agreement has the same meaning in this Agreement.
- (b) The principles of construction and/or interpretation set out in the Original Facility Agreement shall have effect as if set out in this Agreement.

1.3 Clauses

In this Agreement any reference to a "Clause" or the "Schedule" is, unless the context otherwise requires, a reference to a Clause in or the Schedule to this Agreement.

1.4 Third party rights

A person who is not a party to this Agreement has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or to enjoy the benefit of any term of this Agreement.

1.5 Designation

In accordance with the Original Facility Agreement, each of the Borrower and the Bank designates this Agreement as a Finance Document.

2. REPRESENTATIONS

The Repeating Representations are deemed to be made by the Borrower (by reference to the facts and circumstances then existing) on:

- (a) the date of this Agreement; and
- (b) the Effective Date,

and references to "this Agreement" in the Repeating Representations should be construed as references to this Agreement and to the Original Facility Agreement and on the Effective Date, to the Amended Facility Agreement.

3. AMENDMENT

With effect from the Effective Date the Original Facility Agreement shall be amended as set out in Part 2 of the Schedule (*Amendments to Original Facility Agreement*).

4. CONTINUITY AND FURTHER ASSURANCE

4.1 Continuing obligations

The provisions of the Original Facility Agreement and the other Finance Documents shall, save as amended by this Agreement, continue in full force and effect which for the avoidance of doubt shall include any existing Fixed Rate Advances which will continue to apply, and the Borrower will continue to be bound by, notwithstanding this Agreement.

4.2 Further assurance

The Borrower shall, at the request of the Bank and at its own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Agreement.

5. LIMITATION OF RESPONSIBILITY

Each party confirms to each other party that it has made (and shall continue to make) its own independent investigation and assessment of the merits of the amendments contemplated by this Agreement, including, without limitation, their impact on the payments to be made under the Amended Facility Agreement (and/or under any associated transaction, including any hedging or derivative transaction entered into in relation to the Amended Facility Agreement), on any information provided to it by the Bank or any other party in connection with any similar matter.

6. COSTS AND EXPENSES

Each party shall be responsible for the amount of any costs and expenses (including but not limited to legal fees) incurred by it in connection with the negotiation, preparation, printing and execution of this Agreement and any other documents referred to in this Agreement.

7. MISCELLANEOUS

7.1 Incorporation of terms

The provisions of clause 26 (*Notices*), clause 25.2 (*Partial invalidity*) and clause 25.1 (*Remedies and waivers*) of the Original Facility Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to "this Agreement" or "the Finance Documents" are references to this Agreement.

7.2 Counterparts and delivery

- (a) This Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts.
- (b) Where executed in counterparts;
 - (i) this Agreement shall not take effect until both of the counterparts have been delivered; and
 - (ii) delivery will take place when the date of delivery is agreed between the parties after execution of this Agreement as evidenced by the date inserted on page 1 of this Agreement.
- (c) Where not executed in counterparts, this Agreement shall become effective on the date agreed between the parties as evidenced by the date inserted on page 1 of this Agreement.

8. GOVERNING LAW AND JURISDICTION

- 8.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the law of Scotland.
- 8.2 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non contractual obligation arising out of or in connection with this Agreement (a "Dispute")).
- 8.3 The Borrower agrees that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly will not argue to the contrary. Notwithstanding Clause 8.2 above, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF these presents consisting of this and the 3 preceding pages and the Schedule are executed as follows:-

Subscribed for **FORTH VALLEY COLLEGE
OF FURTHER AND HIGHER EDUCATION**
at

on
by

2021

.....
Signature of Duly Authorised Officer

.....
Full Name (Duly Authorised Officer)

before this witness

.....
Full Name (Witness)

.....
Signature of Witness

.....
Address

Subscribed for **FORTH VALLEY COLLEGE
OF FURTHER AND HIGHER EDUCATION**
at

on 2021
by

.....
Signature of Duly Authorised Officer

.....
Full Name (Duly Authorised Officer)

before this witness

.....
Full Name (Witness)

.....
Signature of Witness

.....
.....
.....
Address

Subscribed for **BARCLAYS BANK UK PLC**
at

on 2021
by

.....
Signature of Authorised Signatory

.....
Full Name (Authorised Signatory)

This is the Schedule, in two Parts, referred to in the foregoing amendment agreement between Forth Valley College of Further and Higher Education as Borrower and Barclays Bank UK PLC as Bank.

SCHEDULE

PART 1

CONDITIONS PRECEDENT

1. **Borrower**

- (a) A copy of the constitutional documents of the Borrower.
- (b) A copy of a resolution of the Governing Body of the Borrower:
 - (i) approving the terms of, and the transactions contemplated by, this Agreement and resolving that it execute this Agreement; and
 - (ii) authorising a specified person or persons to execute this Agreement on its behalf.
- (c) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above.
- (d) A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in this 0 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

2. **Legal Opinions**

A legal opinion of Pinsent Masons LLP, legal advisers to the Bank in Scotland, substantially in the form distributed to the Bank prior to signing this Agreement.

3. **Other documents and evidence**

- (a) A copy of any authorisation, consent or other document, opinion or assurance which the Bank considers to be necessary (if it has notified the Borrower accordingly prior to the date of this Agreement) in connection with the entry into and performance of the transactions contemplated by this Agreement or for the validity and enforceability of this Agreement.

PART 2

AMENDMENTS TO ORIGINAL FACILITY AGREEMENT

With effect from the date of this Agreement, the Original Facility Agreement shall be amended as follows:

1. Clause 1.1 (*Definitions*) shall be amended by inserting, in alphabetical order, the following new defined terms:

"Backstop Rate Switch Date" means 1 January 2022 or any other earlier date agreed as such between the Bank and the Borrower.

"Break Costs" means in respect of any Term Rate Loan (or any part of a Term Rate Loan) received or recovered by the Bank otherwise than on the last day of an Interest Period relating to that Term Rate Loan, the amount (if any) by which:

- (a) the additional interest which would have been payable on the amount so received or recovered, had it been received or recovered on the last day of that Interest Period;

exceeds:

- (b) the amount which in the opinion of the Bank would have been payable to the Bank on the last day of that Interest Period in respect of a deposit in the currency of the amount so received or recovered equal to the amount so received or recovered placed by it with a prime bank in London for a period starting on the third business day following the date of such receipt or recovery and ending on the last day of that Interest Period.

"Central Bank Rate" has the meaning given to that term in Schedule 5 (*Compounded Rate Terms*).

"Central Bank Rate Adjustment" has the meaning given to that term in Schedule 5 (*Compounded Rate Terms*).

"Central Bank Rate Spread" has the meaning given to that term in Schedule 5 (*Compounded Rate Terms*).

"Compounded Rate Interest Payment" means the aggregate amount of interest that:

- (a) is, or is scheduled to become, payable under any Finance Document; and
- (b) relates to a Compounded Rate Loan.

"Compounded Rate Loan" means any Advance or, if applicable, Unpaid Sum which is, or becomes, a "Compounded Rate Loan" pursuant to Clause 6 (*Rate Switch*).

"Compounded Rate Supplement" means a document which:

- (a) is agreed in writing by the Borrower and the Bank;

- (b) specifies the relevant terms which are expressed in this Agreement to be determined by reference to Schedule 5 (*Compounded Rate Terms*); and
- (c) has been made available to the Borrower.

"Compounded Reference Rate" means, in relation to any business day during the Interest Period of a Compounded Rate Loan, the percentage rate per annum which is the aggregate of:

- (a) the Daily Non-Cumulative Compounded RFR Rate for that Business Day; and
- (b) the applicable Credit Adjustment Spread.

"Compounding Methodology Supplement" means, in relation to the Daily Non-Cumulative Compounded RFR Rate a document which:

- (a) is agreed in writing by the Borrower and the Bank;
- (b) specifies a calculation methodology for that rate; and
- (c) has been made available to the Borrower.

"Credit Adjustment Spread" means, in respect of any Compounded Rate Loan, any rate which is either:

- (a) specified as such in Schedule 5 (*Compounded Rate Terms*); or
- (b) determined by the Bank in accordance with the methodology specified in Schedule 5 (*Compounded Rate Terms*).

"Daily Non-Cumulative Compounded RFR Rate" means, in relation to any business day during an Interest Period for a Compounded Rate Loan, the percentage rate per annum determined by the Bank in accordance with the methodology set out in Schedule 6 (*Daily Non-Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement.

"Daily Rate" means the rate specified as such in Schedule 5 (*Compounded Rate Terms*).

"Funding Rate" means any individual rate determined by the Bank pursuant to Clause 12 (*Market Disruption*).

"Lookback Period" means the number of days specified as such in Schedule 5 (*Compounded Rate Terms*).

"Quoted Tenor" means, in relation to the Screen Rate for LIBOR for sterling applicable to Advances, any period for which that Screen Rate is customarily displayed on the relevant page or screen of an information service.

"Rate Switch Date" means the earlier of:

- (a) the Backstop Rate Switch Date; and
- (b) any Rate Switch Trigger Event Date.

"Rate Switch Trigger Event" means, in relation to the Screen Rate for the Term Reference Rate for sterling:

- (a) the administrator of that Screen Rate or its supervisor publicly announces that such administrator is insolvent; or
- (b) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Screen Rate.

"Rate Switch Trigger Event Date" means the earlier of:

- (a) 1 January 2022 following the FCA Announcement; and
- (b) in the case of an occurrence of a Rate Switch Trigger Event, the date on which the relevant Screen Rate for the relevant Quoted Tenor ceases to be published or otherwise becomes unavailable.

"Repayment Instalment" each repayment instalment of the Loan as agreed between the Bank and the Borrower or as determined by the Bank, in either case in accordance with Clause 8.1.1.

"RFR" means the rate specified as such in Schedule 5 (*Compounded Rate Terms*).

"Screen Rate" means in relation to LIBOR, the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant currency and period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.

"Term Rate Loan" means any Floating Rate Advance, Loan or, if applicable, Unpaid Sum which is not a Compounded Rate Loan (and which, for the avoidance of doubt, is not a Fixed Rate Advance).

"Term Reference Rate" means LIBOR.

2. The definition of Default Rate in clause 1.1 (*Definitions*) shall be deleted in its entirety and replaced with the following:

"Default Rate" means a rate of interest determined by the Bank from time to time to be one per cent (1%) per annum above the rate of interest which would have been payable if:

- (a) (in the case of an overdue amount which is an amount of principal of, interest on, or fees or other amount referable to, a Floating Rate Advance) the overdue amount had, during the period of non-payment, constituted a Floating Rate Advance for successive Interest Periods each of a duration selected by the Lender (acting reasonably), bearing an interest rate per annum which:
 - (i) before the Rate Switch Date shall be determined pursuant to Clause 7.2 (*Calculation of interest – Term Rate Loans*); and
 - (ii) on or after the Rate Switch Date shall be determined pursuant to Clause 7.3 (*Calculation of interest – Compounded Rate Loans*); or
 - (b) (in the case of an overdue amount which is an amount of principal of, interest on, or fees or other amount referable to, a Fixed Rate Advance) the overdue amount had, during the period of non-payment, constituted a Fixed Rate Advance with payments made on each Interest Payment Date for Fixed Rate Advances.
3. The definition of Finance Documents in clause 1.1 (*Definitions*) shall be construed as also including reference to "any Compounded Rate Supplement" and "any Compounding Methodology Supplement".
4. The definition of Floating Rate Advance in clause 1.1 (*Definitions*) shall be deleted in its entirety and replaced with the following:
- "Floating Rate Advance"** means an Advance provided in accordance with Clause 7.2 (*Calculation of interest – Term Rate Loans*) or Clause 7.3 (*Calculation of interest – Compounded Rate Loans*).
5. The definition of LIBOR in clause 1.1 (*Definitions*) shall be deleted in its entirety and replaced with the following:
- "LIBOR"** means, in relation to any Term Rate Loan:
- (a) the applicable Screen Rate as of 11.00 a.m. on the first day of the Interest Period for that Advance and for a period equal in length to the Interest Period of that Advance; or
 - (b) as otherwise determined pursuant to Clause 7.4 (*Unavailability of Screen Rate prior to Rate Switch Date*).
6. Clause 1.2 (*Interpretation*) shall be amended by including new paragraphs (after the paragraph dealing with the interpretation of any reference in the Agreement to VAT) as follows:
- a page or screen of an information service displaying a rate shall include:
- (a) any replacement page of that information service which displays that rate; and
 - (b) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Bank after consultation with the Borrower;

a Central Bank Rate shall include any successor rate to, or replacement rate for, that rate;

any Compounded Rate Supplement relating to sterling overrides anything relating to sterling in:

- (a) Schedule 5 (Compounded Rate Terms); or
- (b) any earlier Compounded Rate Supplement;

a Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate overrides anything relating to that rate in:

- (a) Schedule 6 (Daily Non-Cumulative Compounded RFR Rate); or
- (b) any earlier Compounding Methodology Supplement.

7. Clause 1.2 (*Interpretation*) shall be amended by:

7.1 deleting the third paragraph of that Clause (dealing with the interpretation of any reference in the Agreement to a "business day") in its entirety and replacing it with the following:

a "**business day**" or a "**Business Day**" means a day (other than a Saturday, Sunday or public holiday in Scotland) on which the Bank is ordinarily open for general business in Edinburgh, and in relation to:

- (a) any date for payment or purchase of sterling;
 - (b) the determination of the first day or the last day of an Interest Period for a Compounded Rate Loan, or otherwise in relation to the determination of the length of such an Interest Period; or
 - (c) the Lookback Period,
- a business day relating to that Advance; and

7.2 deleting the ninth paragraph of that Clause (dealing with the interpretation of any reference in the Agreement to a "month") in its entirety and replacing it with the following:

a "**month**" is (a) a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next succeeding calendar month save that, where any such period would otherwise end on a day which is not a business day, it shall end on the next succeeding business day, unless that day falls in the calendar month succeeding that in which it would otherwise have ended, in which case it shall end on the immediately preceding business day provided that, if a period starts on the last business day in a calendar month or if there is no numerically corresponding day in

the month in which that period ends, that period shall end on the last business day in that later month (and references to "months" shall be construed accordingly); and (b) in relation to an Interest Period for any Compounded Rate Loan (or any other period for the accrual of commission or fees referable to a Compounded Rate Loan) the rules specified as "Business Day Conventions" in Schedule 5 (*Compounded Rate Terms*) shall apply;

8. A new Clause 6 (*Rate Switch*) shall be included as follows (and the subsequent clauses renumbered accordingly):

6. RATE SWITCH

6.1 Switch to Compounded Reference Rate

Subject to Clause 6.2 (*Delayed switch for existing Term Rate Loans*), on and from the Rate Switch Date:

- (a) use of the Compounded Reference Rate will replace the use of the Term Reference Rate for the calculation of interest for Floating Rate Advances; and
- (b) any Floating Rate Advance or Unpaid Sum shall be a "Compounded Rate Loan" and Clause 7.2 (*Calculation of interest – Compounded Rate Loans*) shall apply to each such Floating Rate Advance or Unpaid Sum.

6.2 Delayed switch for existing Term Rate Loans

If the Rate Switch Date falls before the last day of an Interest Period for a Term Rate Loan:

- (a) that Advance shall continue to be a Term Rate Loan for that Interest Period and Clause 7.1 (*Calculation of interest – Term Rate Loans*) shall continue to apply to that Advance for that Interest Period; and
- (b) any provision of this Agreement which is expressed to relate to a Compounded Rate Loan shall not apply in relation to that Advance for that Interest Period; and
- (c) on and from the first day of the next Interest Period (if any) for that Advance:
 - (i) that Advance shall be a "Compounded Rate Loan"; and
 - (ii) Clause 7.2 (*Calculation of interest – Compounded Rate Loans*) shall apply to that Advance.

6.3 Notifications by Bank

- (a) Subject to paragraph (c) below, following the occurrence of a Rate Switch Trigger Event, the Bank shall:

- (i) promptly upon becoming aware of the occurrence of that Rate Switch Trigger Event, notify the Borrower of that occurrence; and
 - (ii) promptly upon becoming aware of the date of the Rate Switch Trigger Event Date applicable to that Rate Switch Trigger Event, notify the Borrower of that date.
 - (b) The Bank shall, promptly upon becoming aware of the occurrence of the Rate Switch Date, notify the Borrower of that occurrence.
 - (c) The Parties agree that the FCA Cessation Announcement constitutes a Rate Switch Trigger Event so that the Rate Switch Trigger Event Date applicable to this Rate Switch Trigger Event will be 1 January 2022 and that the Bank is not under any obligation under paragraph (a) above to notify the Borrower of such Rate Switch Trigger Event or Rate Switch Trigger Event Date resulting from the FCA Cessation Announcement.
 - (d) For the purposes of paragraph (c) above, the "**FCA Cessation Announcement**" means the announcement on 5 March 2021 by the UK's Financial Conduct Authority that all LIBOR settings will, as of certain specified future dates, either cease to be provided by any administrator or no longer be representative of the market and economic reality that they are intended to measure and that such representativeness will not be restored.
9. Clause 7 (*Interest*) shall be amended so that the existing sub-clause 7.2 (*Floating Rate*) is deleted in its entirety and replaced with new sub-clauses 7.2 (*Calculation of interest – Term Rate Loans*) and 7.3 (*Calculation of interest – Compounded Rate Loans*) as follows (and the subsequent clauses renumbered accordingly):

7.2 Calculation of interest – Term Rate Loans

The rate of interest on each Term Rate Loan for an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

- (a) Margin; and
- (b) Term Reference Rate.

7.3 Calculation of interest – Compounded Rate Loans

- (a) The rate of interest on each Compounded Rate Loan for any day during an Interest Period is the percentage rate per annum which is the aggregate of the:
 - (i) Margin; and
 - (ii) Compounded Reference Rate for that day.

- (b) If any day during an Interest Period for a Compounded Rate Loan is not a Business Day, the rate of interest on that Compounded Rate Loan for that day will be the rate applicable to the immediately preceding Business Day.
10. Clause 7.5 (*Interest on overdue amounts*) shall be deleted in its entirety and replaced with the following:
- 7.5 [intentionally deleted]
11. Clause 7.6 (*Notification of rates of interest*) shall be deleted in its entirety and replaced with the following:
- 7.6 Notifications**
- (a) The Bank shall promptly notify the Borrower of the determination of a rate of interest relating to a Term Rate Loan.
 - (b) The Bank shall promptly upon a Compounded Rate Interest Payment being determinable notify the Borrower of:
 - (i) that Compounded Rate Interest Payment; and
 - (ii) each applicable rate of interest relating to the determination of that Compounded Rate Interest Payment.
 - (c) The Bank shall promptly notify the Borrower of each Funding Rate relating to an Advance.
 - (d) This Clause 7.6 shall not require the Bank to make any notification to the Borrower on a day which is not a Business Day.
12. References to Clause 6.2 (*Floating Rate*) in Clauses 7.7.4, 7.7.5, 7.7.6 and 7.7.7 shall be deleted and shall be replaced in each case with "Clause 7.2 (*Calculation of interest – Term Rate Loans*) (in the case of Term Rate Loans) and Clause 7.3 (*Calculation of interest – Compounded Rate Loans*) (in the case of Compounded Rate Loans)".
13. Clause 8.1 (*Selection of Interest Periods*) shall be amended so that the existing sub-clause 8.1.2(a) shall be deleted in its entirety and replaced with the following:
- (a) prior to the Rate Switch Date, the Borrower may select an Interest Period of three or six months for Floating Rate Advances; and
 - (b) on and after the Rate Switch Date, the Borrower may select an Interest Period of three or six months for Floating Rate Advances which are Compounded Rate Loans; and
14. Clause 8.1 (*Selection of Interest Periods*) shall be amended so that new clauses 8.1.6 and 8.1.7 are included as follows:
- 8.1.6 No Interest Period for a Compounded Rate Loan shall be longer than six Months.

- 8.1.7 If the Borrower fails to select an Interest Period in accordance with Clause 8.1.2(b) above, the relevant Interest Period for a Compounded Rate Loan will, subject to Clause 8.2 (*Changes to Interest Periods*), be as specified as such in Schedule 5 (*Compounded Rate Terms*).
15. Clause 8.2 (*Changes to Interest Periods*) shall be deleted in its entirety and replaced with the following:

8.2 Changes to Interest Periods

Prior to the earlier of:

- (a) the Bank determining the interest rate for a Term Rate Loan; and
- (b) the first day of an Interest Period for a Term Rate Loan,

the Bank may shorten an Interest Period for any Advance to ensure there are sufficient Advances (with an aggregate amount equal to or greater than the relevant Repayment Instalment) which have an Interest Period ending on a date on which a Repayment Instalment is to be paid, for the Borrower to make the relevant Repayment Instalment due on that date.

16. Clause 8.3 (*Non-Business Days*) shall be amended so that a new paragraph (b) is included as follows (and the preceding wording renumbered (a) accordingly):
- (b) If an Advance or Unpaid Sum is a Compounded Rate Loan and there are rules specified as "Business Day Conventions" in Schedule 5 (*Compounded Rate Terms*), those rules shall apply to each Interest Period for that Advance or Unpaid Sum.

17. A new Clause 8.4 (*Unavailability of Screen Rate prior to Rate Switch Date*) shall be inserted as follows:

8.4 Unavailability of Screen Rate prior to Rate Switch Date

- (a) If the Screen Rate is not available at the relevant time for the purpose of calculating LIBOR for Sterling for the Interest Period of a Term Rate Loan, the applicable LIBOR for a Term Rate Loan shall be the rate per annum determined by the Bank as being the arithmetic mean (rounded upwards, if necessary, to four decimal places) of the respective rates notified to the Bank at its request as quoted by the Reference Lenders to leading lenders in the London interbank market at or about 11.00 a.m. on the first day of the relevant Interest Period for the offering of Sterling deposits in an amount equal to the amount of the relevant Term Rate Loan for a period comparable to that Interest Period.
- (b) If sub-clause (a) above applies but none or only one of the Reference Lenders supplies a rate to the Bank to determine LIBOR for Sterling and the relevant Interest Period then there shall be no LIBOR for that Term Rate Loan and Clause 13 (*Cost of Funds*) shall apply to that Term Rate Loan for that Interest Period.

18. Sub-clause 9.3.1 of Clause 9.3 (*Voluntary prepayment*) shall be deleted in its entirety and replaced with the following:
- 9.3.1 Subject to sub-clause 9.3.2 below, the Borrower may, if it gives the Bank not less than:
- (a) in the case of a Term Rate Loan or a Fixed Rate Advance, 10 business days' prior notice; or
 - (b) in the case of a Compounded Rate Loan, five business days' prior notice, prepay the whole or any part of the Loan (but, if in part, being an amount that reduces the amount of the Loan by a minimum amount of £100,000 and, if higher, an integral multiple of £100,000) if at the time of prepayment, the Borrower pays to the Bank:
 - (i) the Prepayment Fee if such prepayment is to be made on or prior to the tenth anniversary of the date of this Agreement; and
 - (ii) any amount demanded by the Bank under Clause 19 (*Default Interest and Indemnities*).
19. Clause 9.6.2 shall be deleted in its entirety and the subsequent sub-clause renumbered accordingly.
20. Clause 12 (*Market disruption*) shall be deleted in its entirety and replaced with the following:
- 12 Market disruption**
- (a) In the case of a Term Rate Loan, if before close of business in London on the first day of an Interest Period for that Term Rate Loan the Bank determines that its cost of funds relating to that Term Rate Loan would be in excess of LIBOR then Clause 13 (*Cost of funds*) shall apply to that Advance for the relevant Interest Period.
 - (b) This Clause shall not apply to Compounded Rate Loans.
21. A new Clause 13 (*Cost of funds*) shall be inserted (and the subsequent clauses renumbered accordingly):
- 13 Cost of funds**
- (a) If this Clause 13 applies to a Term Rate Loan for an Interest Period, Clause 7.2 (Calculation of interest - Term Rate Loans) shall not apply to that Loan for that Interest Period and the rate of interest on that Loan for that Interest Period shall be the percentage rate per annum which is the sum of:
 - (i) the applicable Margin; and

- (ii) the rate per annum determined by the Bank and notified to the Borrower by the Lender as soon as practicable and in any event prior to the date on which interest is due to be paid in respect of that Interest Period, to be the rate which expresses as a percentage rate per annum the cost to the Bank of funding such Term Rate Loan from whatever sources it may reasonably have selected.
- (b) If this Clause 13 applies pursuant to Clause 12 (*Market disruption*) and in relation to a Term Rate Loan:
- (i) the Bank's Funding Rate is less than LIBOR; or
 - (ii) the Bank does not make a determination as to the applicable rate by the time specified in sub-clause (a)(ii) above,
- the Bank's cost of funds relating to that Term Rate Loan for that Interest Period shall be deemed, for the purposes of sub-clause (a) above, to be LIBOR.
- (c) If this Clause 13 applies the Bank shall, as soon as is practicable, notify the Borrower.
22. Clause 19.2 (*Broken periods*) shall be deleted in its entirety and replaced with the following new clause 19.2 (*Break Costs for Floating Rate Advances*):
- ### 19.2 Break Costs for Floating Rate Advances
- (a) Subject to sub-clause (b) below, the Borrower shall, within three Business Days of demand by the Bank, pay to the Bank its Break Costs (if any) attributable to all or any part of a Floating Rate Advance or Unpaid Sum which is not a Fixed Rate Advance being paid by the Borrower or recovered by the Bank on a day prior to the last day of an Interest Period for that Floating Rate Advance or Unpaid Sum.
 - (b) Sub-clause (a) above shall apply in respect of a Compounded Rate Loan if an amount is specified as Break Costs in Schedule 5 (*Compounded Rate Terms*).
23. Clause 19.6.3 shall be deleted in its entirety and replaced with the following:
- 19.6.3 As from the Effective Date, subject to the provisions of sub-clause 19.6.4, the Borrower shall pay interest on the Relevant Part of the Loan in respect of each Interest Period or Termination Date relating thereto in accordance with Clause 7.2 (*Calculation of interest – Term Rate Loans*) (in the case of Term Rate Loans) and Clause 7.3 (*Calculation of interest – Compounded Rate Loans*) (in the case of Compounded Rate Loans). For this purpose:
- (a) the then current Interest Period or Termination Date (the “**Shortened Period**”) shall be deemed, in relation only to the Relevant Part of the Loan, to have ended on the Effective Date;

- (b) a new Interest Period or Termination Date in relation to the Relevant Part of the Loan shall be deemed to have commenced forthwith upon the expiry of the Shortened Period; and
 - (c) that new Interest Period or Termination Date, and any subsequent Interest Period or Termination Date, shall be of a duration which complies with sub-clause 19.6.4 and the other applicable provisions of Clause 7 (*Interest*).
24. Clause 25.1 (*Basis of Interest Accrual*) shall be deleted in its entirety and replaced with the following new Clause 25.1 (*Basis of Interest Accrual*):
- 25.1 Basis of Interest Accrual**
- (a) Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of a year of 365 days (or such other day count basis as the Bank considers consistent with the then applicable market practice for facilities of this kind and subject to sub-clause (b) below, without rounding).
 - (b) The aggregate amount of any accrued interest, commission or fee which is or becomes payable by the Borrower under a Finance Document shall be rounded to 2 decimal places.
25. A new Clause 28 (*Changes to reference rates*) shall be inserted as follows (and the existing Clause 28 (*Law*) shall be renumbered Clause 29 accordingly):

28 CHANGES TO REFERENCE RATES

- (a) If a Published Rate Replacement Event has occurred in relation to any Published Rate for any amendment or waiver which relates to:
 - (i) providing for the use of a Replacement Reference Rate; and
 - (ii)
 - (A) aligning any provision of any Finance Document to the use of that Replacement Reference Rate;
 - (B) enabling that Replacement Reference Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of this Agreement);
 - (C) implementing market conventions applicable to that Replacement Reference Rate;
 - (D) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or

- (E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Bank and the Borrower.

- (b) An amendment or waiver that relates to, or has the effect of, aligning the means of calculation of interest on a Compounded Rate Loan under this Agreement to any recommendation of a Relevant Nominating Body which:

- (i) relates to the use of an RFR on a compounded basis in the international or any relevant domestic syndicated loan markets; and
- (ii) is issued on or after the date of this Agreement,

may be made with the consent of the Bank and the Borrower.

- (c) In this Clause 28:

"Published Rate" means:

- (a) an RFR; or
- (b) the Screen Rate for any Quoted Tenor.

"Published Rate Replacement Event" means, in relation to a Published Rate:

- (a) the methodology, formula or other means of determining that Published Rate has, in the opinion of the Bank and the Borrower, materially changed;
- (b)
 - (i)
 - (A) the administrator of the Published Rate or its supervisor publicly announces that such administrator is insolvent; or
 - (B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent,

- provided that**, in each case, at that time, there is no successor administrator to continue to provide that Published Rate;
- (ii) the administrator of that Published Rate publicly announces that it has ceased or will cease to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate;
 - (iii) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued;
 - (iv) the administrator of that Published Rate or its supervisor announces that that Published Rate may no longer be used; or
 - (v) in the case of the Screen Rate for any Quoted Tenor for LIBOR the supervisor of the administrator of that Screen Rate makes a public announcement or publishes information:
 - (A) stating that that Screen Rate for that Quoted Tenor is no longer, or as of a specified future date will no longer be, representative of the underlying market or the economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); and
 - (B) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication;
- (c) the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) determines that that Published Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
- (i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Bank and the Borrower) temporary; or
 - (ii) the Published Rate is calculated in accordance with any such policy or arrangement for a period no less than the period which is specified as the "RFR Contingency Period" in Schedule 5 (*Compounded Rate Terms*); or
- (d) in the opinion of the Bank and the Borrower, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement,

provided that a Published Rate Replacement Event for one Quoted Tenor shall be deemed to be a Published Rate Replacement Event for each other Quoted Tenor.

"Relevant Nominating Body" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"Replacement Reference Rate" means a reference rate which is:

- (a) formally designated, nominated or recommended as the replacement for a Published Rate by:
 - (i) the administrator of that Published Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Published Rate); or
 - (ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under paragraph (ii) above;

- (b) in the opinion of the Bank and the Borrower, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to that Published Rate; or
- (c) in the opinion of the Bank and the Borrower, an appropriate successor to that Published Rate.

26. New Schedules 5 (*Compounded Rate Terms*) and 6 (*Daily Non-Cumulative Compounded RFR Rate*) shall be included as follows:

This is the Schedule 5 referred to in the foregoing Facility Agreement between Forth Valley College of Further and Higher Education and Barclays Bank UK PLC

SCHEDEULE 5 COMPOUNDED RATE TERMS

Definitions

Break Costs: None Specified

Business Day Conventions (definition of "Month" and Clause 8.3 (Non-Business Days)):

- (a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period:

- (i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on

the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;

- (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
 - (iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.
- (b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

"Central Bank Rate":

The Bank of England's Bank Rate as published by the Bank of England from time to time.

"Central Bank Rate Adjustment":

means, in relation to the Central Bank Rate prevailing at close of business on any Business Day, the 20 per cent trimmed arithmetic mean (calculated by the Bank) of the Central Bank Rate Spreads for the five most immediately preceding Business Days for which the RFR is available.

"Central Bank Rate Spread":

means, in relation to any Business Day, the difference (expressed as a percentage rate per annum) calculated by the Bank between:

- (a) the RFR for that Business Day; and
- (b) the Central Bank Rate prevailing at close of business on that Business Day.

Credit Adjustment Spread:

The percentage rate per annum for the relevant Interest Period by reference to the following table:

Length of Interest Period (Where Applicable)	Credit Adjustment Spread

Interest Period of 3 Months or less	0.1193% per annum
Interest Period of 6 Months or less but more than 3 Months	0.2766% per annum

Daily Rate:

The "Daily Rate" for any Business Day is:

- (a) the RFR for that Business Day; or
- (b) if the RFR is not available for that Business Day, the percentage rate per annum which is the aggregate of:
 - (i) the Central Bank Rate for that Business Day; and
 - (ii) the applicable Central Bank Rate Adjustment; or
- (c) if paragraph (b) above applies but the Central Bank Rate for that Business Day is not available, the percentage rate per annum which is the aggregate of:
 - (i) the most recent Central Bank Rate for a day which is no more than five Business Days before that Business Day; and
 - (ii) the applicable Central Bank Rate Adjustment.

Lookback Period:

Five Business Days.

Relevant Market

The sterling wholesale market.

RFR:

The SONIA (sterling overnight index average) reference rate displayed on the relevant screen of any authorised distributor of that reference rate.

RFR Contingency Period

30 days.

Interest Periods

Length of Interest Period in 3 months
absence of selection (Clause 8.1.7
(*Selection of Interest Periods*)):

This is the Schedule 6 referred to in the foregoing Facility Agreement between Forth Valley College of Further and Higher Education and Barclays Bank UK PLC

SCHEDULE 6

DAILY NON-CUMULATIVE COMPOUNDED RFR RATE

The "**Daily Non-Cumulative Compounded RFR Rate**" for any Business Day "i" during an Interest Period for a Compounded Rate Loan is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Bank, taking into account the capabilities of any software used for that purpose) calculated as set out below:

$$(UCCDR_i - UCCDR_{i-1}) \times \frac{dcc}{n_i}$$

where:

UCCDR_i means the Unannualised Cumulative Compounded Daily Rate for that Business Day "i";

UCCDR_{i-1} means, in relation to that Business Day "i", the Unannualised Cumulative Compounded Daily Rate for the immediately preceding Business Day (if any) during that Interest Period;

"**dcc**" means 365;

"**n_i**" means the number of calendar days from, and including, that Business Day "i" up to, but excluding, the following Business Day; and

the "**Unannualised Cumulative Compounded Daily Rate**" for any Business Day (the "**Cumulated Business Day**") during that Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Bank, taking into account the capabilities of any software used for that purpose):

$$ACCDR \times \frac{tn_i}{dcc}$$

where:

ACCDR means the Annualised Cumulative Compounded Daily Rate for that Cumulated Business Day;

"**tn_i**" means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the Business Day which immediately follows the last day of the Cumulation Period;

"Cumulation Period" means the period from, and including, the first Business Day of that Interest Period to, and including, that Cumulated Business Day;

"dcc" has the meaning given to that term above; and

the **"Annualised Cumulative Compounded Daily Rate"** for that Cumulated Business Day is the percentage rate per annum (rounded to four decimal places) calculated as set out below:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{DailyRate}_{i-LP} \times n_i}{\text{dcc}} \right) - 1 \right] \times \frac{\text{dcc}}{t n_i}$$

where:

"d₀" means the number of Business Days in the Cumulation Period;

"Cumulation Period" has the meaning given to that term above;

"i" means a series of whole numbers from one to d₀, each representing the relevant Business Day in chronological order in the Cumulation Period;

"DailyRate_{i-LP}" means, for any Business Day "i" in the Cumulation Period, the Daily Rate for the Business Day which is the applicable Lookback Period prior to that Business Day "i";

"n_i" means, for any Business Day "i" in the Cumulation Period, the number of calendar days from, and including, that Business Day "i" up to, but excluding, the following Business Day;

"dcc" has the meaning given to that term above; and

"t_{n_i}" has the meaning given to that term above.

FORTH VALLEY COLLEGE

(the "College")

Extract of minutes of a meeting of the Board of Management (the "**Board**") of the College held at:

_____ on _____
at _____ pm/am.

1. BACKGROUND

The Chair reported to the meeting that it is proposed that the College enter into an amendment agreement (the "**Amendment Agreement**") with Barclays Bank UK PLC (the "**Bank**") in respect of a facility agreement originally 30 September 2010 as amended from time to time (the "**Facility Agreement**").

2. PURPOSE OF MEETING

- 2.1 The Chair reported that the Board must consider the Amendment Agreement and in particular it was noted that, pursuant to the terms of the Amendment Agreement, the interest provisions in the Facility Agreement were to be amended following the cessation of LIBOR.
- 2.2 The Chair reminded the Board of their duty to promote the success of the College (both in relation to the Amendment Agreement and generally).

3. CONSIDERATION OF THE AMENDMENT AGREEMENT

- 3.1 The Board considered in detail the form of the Amendment Agreement and the risks to the College in entering into the Amendment Agreement.
- 3.2 The Board considered whether it was in the best interests of the College to enter into the Amendment Agreement and to execute and deliver the Amendment Agreement.
- 3.3 After due and careful consideration, bearing in mind the Board's duty to promote the success of the College, **IT WAS THE UNANIMOUS CONCLUSION** of the meeting that (a) the College should enter into the Amendment Agreement and perform its obligations and exercise its rights in relation to the Amendment Agreement and the amended Facility Agreement and (b) to do so would be of benefit to the College.

4. AUTHORITY TO EXECUTE THE AMENDMENT AGREEMENT

IT WAS UNANIMOUSLY RESOLVED that:-

- 4.1 the College has considered whether it needs to obtain independent professional advice (legal, financial or otherwise), prior to resolving to enter into the Amendment Agreement and (whether on the basis of such advice or otherwise) it has made its own independent decision to enter into the Amendment Agreement and understands the terms, conditions and risks involved;
- 4.2 that (if applicable) any security provided by the College or any security or guarantee provided by a third party will continue to secure and/or guarantee the Facility Agreement as amended by the Amendment Agreement;

- 4.3 the College, in good faith and for the purpose of carrying on its business, enter into the Amendment Agreement and perform its obligations and exercise its rights in relation to the Amendment Agreement and the Facility Agreement;
- 4.4 the following officers of the College (each an "**Authorised Signatory**" and together the "**Authorised Signatories**") be authorised to sign on behalf of the College the Amendment Agreement and return the signed counterpart to the Bank:-

Name	Specimen Signature
.....
.....

- 4.5 the terms of the Amendment Agreement be and are hereby approved (subject, in each case, to such amendments as the Authorised Signatories (acting together or alone) may approve and so that the signature of the Authorised Signatory shall be conclusive evidence of the agreement to such amendments or modifications); and
- 4.6 the Authorised Signatories (acting together or alone) be authorised to agree and sign on behalf of the College all such other documents, agreements, certificates, notices, communications or confirmations, and to do all such other things, as may be required, or as any Authorised Signatory may approve, in connection with the Amendment Agreement.

Certified as a true, valid and up to date extract from the confidential minutes of the Board of Management of Forth Valley College which remains in full force and effect

.....
Chair

.....
Date

FORTH VALLEY COLLEGE

(the “**Borrower**”)

CERTIFICATE

To: Barclays Bank UK PLC in its capacity as Bank under the Amendment Agreement (as defined below)

This Certificate is given in relation to the Amendment Agreement dated 2021 between the Borrower and Barclays Bank UK PLC (the “**Amendment Agreement**”) setting out amendments to the facility agreement dated 30 September 2010. Unless otherwise stated, terms and expressions defined in the Amendment Agreement have the same meanings herein.

We, the undersigned, being authorised officers of the Borrower, hereby certify on behalf of the Borrower that:-

1. CONSTITUTIONAL DOCUMENTS

The constitutional documents of the Borrower (certified copies of which are annexed at Schedule 1 to this Certificate) are in full force and effect at the date of this Certificate.

2. CERTIFIED COPIES

All copy documents relating to it specified in Schedule 1 to the Amendment Agreement are complete and in full force and effect and have not been amended or superseded as at a date no earlier than the date of this Certificate.

SIGNED:.....

Name:

Position:

SCHEDULE 1

Constitutional Documents

UNCONTROLLED COPY

1. Purpose

To seek approval from members to continue with the current arrangements for the Board Secretary and Deputy Board Secretary.

2. Recommendation

That members review the current arrangement for the Board Secretary and Deputy Board Secretary as outlined in this paper and approve to these to continue for 2021/22.

3. Background

The revised Code of Good Governance for Scotland's Colleges ("the Code") was adopted by the Board in December 2016.

Section D.13 of the Code states

The board as a whole must appoint a board secretary who is responsible to it and reports directly to the chair in their board secretary capacity. The board secretary may be a member of the senior management team in their board secretary capacity, but they cannot hold any other senior management team position at the same time. The appointment and removal of the board secretary is a decision of the board as a whole.

The code also requires colleges to publish a Statement of Compliance with Good Governance in the Annual Report.

Each board must state its adoption of the Code in the corporate governance statement contained in its annual financial statement. The chair, on behalf of the board, is expected to report as to how the principles have been applied by the board. Where, for whatever reason, a board's practice is not consistent with any particular principle of the Code, it should make this known to SFC or, if it is an assigned college, the regional strategic body. This should be done immediately they become aware of an inconsistency and, without exception, in advance of publishing the information. An explanation for that inconsistency must be clearly stated in its corporate governance statement. Boards will be expected to offer a clear rationale for exceptions in the context of their college's operational model and to identify mitigations.

It was approved by the Board in December 2016 that the Vice Principal Finance & Corporate Affairs would be formally appointed as the Board Secretary and the Corporate Governance and Planning Officer would be formally appointed as Deputy Board Secretary in line with the current arrangements. Both report directly to the Chair in terms of the Board Secretary role.

4. Key Considerations

The first external board Effectiveness review highlighted that this did not comply with the Code, however recognised that this had been approved by the Board. The review recommended that the Board reviews to the arrangements for the Board Secretary on an annual basis should their views on these arrangements begin to change.

It is common practice in a number of organisations both within the public and private sector for the board Secretary to hold a positon within the Senior Management Team. At least two other Colleges do not comply with the code in relation to the Board Secretary role. It can be argued that by having a dual role that this actually strengthens governance and provides greater assurance to the Board rather than weakens it.

It is also not considered to be good value for money to employ a part time Board Secretary when the College already has members of staff with the required skills to perform this role and have been doing so for a number of years.

There is only one area within the Board Secretary role where holding a senior management team position as well as Board Secretary could impact on good governance. The Board Secretary is appointed by the Board and reports directly to the Chair, if they also report to the Principal in terms of their senior management team role this could lead to a potential conflict of interest in terms of reporting to the Board. The current arrangements mitigate this risk by having a Depute Board Secretary.

While current arrangements go against the requirement of the code, it is still acceptable for the Board to take this decision and explain the reason for non-compliance in the annual financial statements and to SFC, which the College has done for the previously. This has been reviewed by the external Auditors and in the Audit Reports they have stated they have no issues to report in relation to Governance. SFC have also noted the non-compliance, however have not requested that this be changed.

5. Equalities

There is no equalities impact as the approval is in relation to compliance with the Code.

6. Risk

	Likelihood	Impact
Very High		
High		x
Medium		
Low	x	
Very Low		

There is a risk the Board are not fully informed due to a conflict of interest of the Board Secretary reporting to both the Chair and the Principal. The appointment of two individuals reporting to the Chair minimises this risk.

Risk Owner – Board of Management

Action Owner – Chair of Board of Management

Paper Author – Alison Stewart on behalf of Ross Martin

1. Purpose

To provide an update to members on the progress of the Springback Programme and the five associated Projects.

2. Recommendation

That members note the developments and direction of the Springback Programme

3. Background

Following the success of the first post-lockdown Resumption programme, the College wished to replicate and enhance this model to ensure that the reopening, following the second lockdown, would build on our successes ensuring reflections took a whole-system approach. The Springback programme, chaired by the Principal, was the next stage in the college's recovery from COVID-19. The programme built on the college's experiences as well as taking learning from business and government, particularly where an organisation's programmes had focussed on the themes of Recover, Reinvent and Reimagine.

From the start of 2021, the College have been developing the Strategic Plan 2025 for approval by the Board and implementation from January 2022. The educational world has moved on with an ever-greater reliance on digital learning and delivery programme. In addition, and with the anxieties and strains from the pandemic, the College recognised the opportunity to reassess its working practices to ensure health and wellbeing was more to the fore and to learn from the experiences, good and challenging, of the previous year.

In order to support this forward-thinking vision, influence the Transition Plan 21/22 and the Strategic Plan 2025 we introduced the SpringBack programme. SpringBack was broken down to three levels considering short term, to July 2021, medium term, to August 2022 and long term, to 2025, and provided advice to the LMT and the direction of travel for the Strategic Plan.

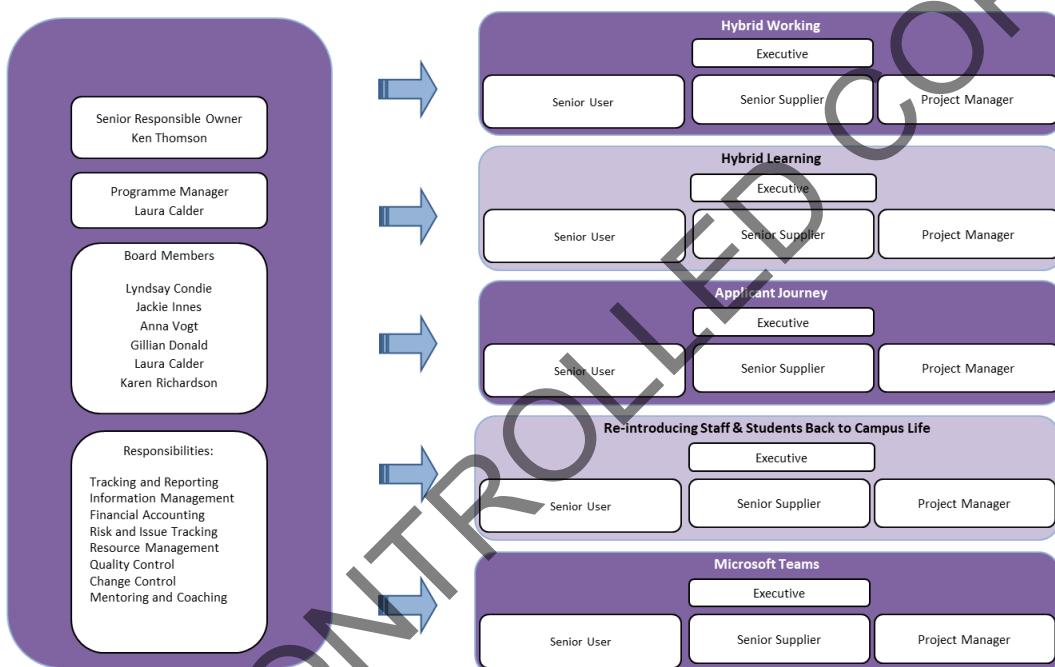
Consequently, this was the College's opportunity to undertake a high-level focus on the opinions of staff and students and put in place robust and well communicated plans and actions through positive consultation. The programme outcomes was to ensure the College was well prepared for a phased return to work, a phased return to learning and teaching, to build on the strengths from 2020 and to learn from what has not worked. It was hoped this will help build morale, excite staff and students and support positive health and wellbeing. The Springback Programme will run to June 2022.

As part of the Springback Programme five projects were identified and formalised. These included the following projects:

- The Applicant Journey Project
- Hybrid Learning Project
- Hybrid Working Project
- Microsoft Teams Project
- Re-introducing Staff and Students to Campus Project

Springback Programme Structure

The Springback Programme structure has the Senior Responsible Owner who has overall responsibility for the direction of the Project and a Programme Manager who ensures the Springback Programme and associated projects stay on track and achieve their key tasks, milestones and outcomes. There is a Programme Board where members meet regularly and help to drive the Springback Programme forward. Each project has a dedicated core project team with advisory members which consist of staff, students and union representatives. The project teams feedback to the Programme board who then provide an update and raise any risks to the Leadership Management Team.



4. Key Points

Springback Programme

- Dedicated Programme Board who meet fortnightly
- A communication strategy was produced to update all stakeholders
- The Springback board continue to monitor all Scottish Government and UK Covid-19 Guidance and make necessary adjustments where needed and seek approval from LMT/SMT
- Regular updates on project progress are provided to LMT
- A Project Plan has been produced for each project and a weekly Springback Programme Dashboard is created to monitor progress which is shared with programme board and senior management. An example can be shown in **Appendix 1** along with the programme risk register.

The five associated projects are as follows -

Applicant Journey

The Applicant Journey Project is designed to scope, review and recommend changes for each stage of the Applicant Journey to ensure continuous improvement and provide an excellent service to our students.

Key activities include:

- Creating a whole-system approach from application to course completion
- Reducing silo working as the College moves to hybrid working/learning model
- Mapping each stage of the Applicant Journey (all attendance modes) to make improvements and streamline processes
- Enhancing the student experience by ensuring we are customer focused at every stage of the journey
- Placing people at the heart of our change process – supported by advances in digital technologies
- Encouraging collaborative working across the College between Corporate Services and Teaching Teams

Hybrid Learning

In recognition of new learning pedagogies developed as part of the move to a virtual campus during the pandemic, this project seeks to identify, share and disseminate best practice and new ways of learning across the College.

Key activities include:

- Creation and development of Hybrid Learning standards documentation including best practice, parameters, glossary of terms and case studies.
- Identifying department readiness for Hybrid Learning
- Development of a Hybrid Learning pilot across a number of courses and qualifications with dedicated mentor support for staff
- Development and implementation of a Digital Skills Assessment Tool
- Scoping the use of learning and teaching pods in all of our campuses.

Hybrid Working

Following feedback from staff and students, Forth Valley College will move to a hybrid working model for session 2021/22. This is a pivotal moment in the College's history and a chance to take advantage of new opportunities during the post-COVID recovery. By adopting this way of working, the College will be cultivating a vibrant learning organisation and 'Making Learning Work' will continue to be at the forefront of everything we do. Hybrid working is designed to support wellbeing and productivity for both staff and students.

Key activities include:

- Creation of Hybrid Working documentation including Parameters Document and procedural documents.
- Managers Support Packs have been developed for 1:1s with their staff that include manager's scripts, furniture/IT equipment request forms, best practice and etiquette documentation. There has also been manager's online training sessions and a monthly Managers short life working group has been set up for peer and HR support.
- Bespoke staff Hybrid Working Information Sessions have been developed which is currently being rolled out and there is a dedicated staff information area on SharePoint about Hybrid Working.
- Furniture and additional IT Equipment is being purchased to support Hybrid Working
- Creation of a Home Working Risk Assessment Checklist and staff DSE/VDU Moodle course
- The anticipated launch date for Hybrid Working is the 18th of October although it is recognised this will be dependent on Scottish Government guidelines and regulation. A decision will be made by LMT on the 5th October 2021 and communicated to all staff and student.

Re-introducing Staff and Students to Campus

This project was designed to ensure the safe return of staff and students to campus whilst continuing to be compliant with Scottish Government and UK government Covid-19 guidance. Building on the successes of the Resuming Campus Operations Project, the project continues to review current guidance and update Covid-19 measures across the three campus estate.

Key activities included:

- Providing support to the NHS, during the pandemic, by offering our campus spaces to be vaccination centres with over 300,000 vaccinations completed by August 16th when the NHS staff vacated the buildings.
- Agreeing a cautious return to campus to ensure numbers on campus were restricted in line with Scottish Government guidance.
- Creating the 'hierarchy of needs' for priority groups to be on campus and online classes until October break. Continuing with emergency learning then be reviewed. Staff are still working from home where possible
- Spaces across the campuses including classrooms, breakout spaces, LRCs and Refectories have now all been set up to 1metre distancing. Room capacities have been updated to reflect this.
- Track and Trace QR codes are now being used in Refectories, Salons, Gyms and LRCs.
- Continuing to work with and support the Forth Valley Contact Tracing Team and attend Local Resilience partnership meetings.
- Campus Covid-19 measures for circulation signage, posters, screen animations and key messages have been updated and installed across all of the estate
- The general risk assessment has been updated and department specific risk assessments are being updated
- The campuses continue to have daily enhanced cleaning including use of fogging system and electrostatic machines
- Continuing with return to campus communications to all stakeholders and updates to college website in line with Scottish Government guidance and across social media platforms.

Microsoft Teams

Linked to the work of the Hybrid Learning project, Microsoft teams has become a significant resource to support online learning and working. This project intends to identify, develop and disseminate best practice to all users as well as embed greater integration where possible with existing key College systems such as the Moodle Virtual Learning Environment

5. Financial Implications

A budget has been assigned to the project to allow purchasing of appropriate IT Equipment and Furniture for Hybrid Working and campus Covid-19 measures.

6. Equalities

Assessment in Place? – Yes No

7. Risk

Please indicate on the matrix below the risk score. Risk is scored against Impact and Likelihood as Very Low through to Very High.

	Likelihood	Impact
Very High		
High		
Medium	✓	✓
Low		
Very Low		

A risk register is held centrally for the Springback Programme that records risk for all projects. The Risk Register for Springback was taken to the Audit Committee on 9th of September. Please see Appendix 2 for Risk Register. The Programme board meet weekly and any risks identified will be discussed and escalated to LMT if necessary.

Risk Owner – Ken Thomson

Action Owner – Laura Calder

8. Other Implications –

Communications – Yes No

Health and Safety – Yes No

A Communications plan is being used throughout the lifecycle of the programme to ensure staff, students and other key stakeholders are aware of changes implemented as part of Springback.

Health and Safety will continue to be involved in social distancing measures on campus and the changes they have produced to be compliant with Scottish Government guidance. The general risk assessment has been updated and updates to department specific risk assessments are on-going.

Paper Author – Laura Calder

SMT Owner – Ken Thomson

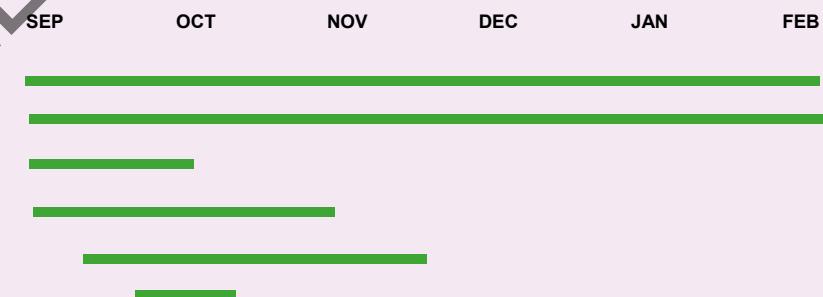
Springback Programme Update – 24th of September 2021

Key Project Milestones

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	Comments
Applicant Journey Project	●	●	●	●	○	○							On Track
Hybrid Working Project	●	●	●	●	○	○							On Track - still driven by Scottish Government Guidance, may impact Launch Date
Re-Introducing Staff & Students to Campus	●	●	●	●	○	○							On Track
Hybrid Learning Project	●	●	●		●	○	○	○					On Track – ISSUES 1. Emergency Learning continues until October Break – Impact on Implementation.
MS Teams Project	●	●	●	●	○	○							On Track

Looking Ahead – Critical Activities Linked to Key Milestones

- Springback Programme Communication Strategy
- Return to Campus – FV Contact Tracing Team Support
- MS Teams – Produce Robust MS Teams Process
- Hybrid Learning – Produce Key HL Support Documentation
- Applicant Journey – Mapping of January 2022 Courses
- Hybrid Working – Develop VDU/DSE module



Highlights

- Manager's Hybrid Working SLWG started w/c 20th September
- January 2022 course will go live w/c 18th of October
- 3997 Students Accepted Their Place (as of 24th September). This is for All Modes
- 565 Laptops have now been deployed to students to support online learning
- Over 120 staff have signed up for the Hybrid Working information session so far
- Track and Trace QR codes are now being used in Refectories, Salons, Gyms and LRCs.

Top Risks, Issues and Dependencies

- Continue to monitor Scottish Government COVID-19 changes
- Review Continually COVID-19 measures on campus
- Lead In times from Suppliers - IT Equipment and Furniture
- Continue with Emergency Learning/ work from home where possible
- Impact to Launch Date – Hybrid Working

Forth Valley College Springback Risk Register

No	Risk Management and Mitigation					Springback Committee	SMT Risk Owner	Initial Risk Score			Score After Mitigation			Date Added and Date Score Updated
	There is a real or perceived risk that...	Causes	Potential Consequences	Mitigating Actions	Actions/Progress to Date			Likelihood	Impact	Risk Score	Likelihood	Impact	Risk Score	
1	Digital learning does not meet the needs of our students	<ul style="list-style-type: none"> - Staff lack the skills to capitalise on new technology or transpose/develop material that is engaging for students - Students may lack the skills to confidently engage with digital learning - Digital learning may not meet the expectations of students who want a College experience - Programme content does not lend itself effectively to a digital delivery model 	<ul style="list-style-type: none"> - The reputation of the College could be damaged and students less likely to view the College as a place for further progression - Increase in student dissatisfaction or withdrawals - Students may not feel like true members of the College community - Fewer opportunities to build class/social bonds - Vital 'hands on' experience would be lost 	<ul style="list-style-type: none"> - Digital Skills Academy established to support and upskill staff - Digital induction and short learning courses to give students confidence and experience with digital platforms - Work with FVSA to more effectively engage with students - Recognition and prioritisation of on campus activity for these programmes when access is still restricted per Scottish Government guidance 		HL	KM	H	H	16	H	H	16	
2	The College may not capitalise on the benefits of digital enhancement	<ul style="list-style-type: none"> - Staff/students viewing digital learning as not being the norm - Systems and processes not connected - College transfers existing committee/internal group arrangements wholesale to digital platforms - Increased competition from other Colleges 	<ul style="list-style-type: none"> - Return to pre-pandemic materials and delivery mindsets - Lack of a whole systems approach to the digital environment - Missed opportunity to streamline internal governance to new ways of working - Remote working removes traditional geographic catchment advantages 	<ul style="list-style-type: none"> - Digital Skills Academy leading on embedding and enhancing digital benefits to staff and student experiences - Applicant/Learner Journey project. Monitoring by LSEC internal committee - LMT to review to avoid duplication/remove redundant activity - Quality of the College offering/student experience 		HL	KM	H	H	16	H	H	16	
3	Future changes at a national level impact on the College timetable	<ul style="list-style-type: none"> - Changes to Scottish Government regulations and expectations for the College's handling of Covid 	<ul style="list-style-type: none"> - Impact on the number of staff and students permitted on campus - Disconnect with the overall Springback timelines 	<ul style="list-style-type: none"> - Clear leadership to ensure available on-campus resource is allocated to identified priority groups - Close monitoring of Springback progress and any external factors at Leadership Management Team meetings - Comprehensive project plan with monitoring against key milestones 	KT on national College Principal Group meeting regularly with SG.	LMT	KT	H	VH	20	H	H	16	
4	Increased cyber and physical security risks	<ul style="list-style-type: none"> - Significantly increased impact in a hybrid model of IT systems issues - College devices in homes - Reduced on campus numbers may lead to opportunistic theft of materials 	<ul style="list-style-type: none"> - Inability to deliver learning or key College services such as student finance or payroll payments - Increased likelihood of theft or damage to College equipment - Loss of material or GDPR/other legislative breach 	<ul style="list-style-type: none"> - Two factor authentication reduces risk of intentional data loss - Use of cloud based systems and effective business continuity planning - All IT equipment is security marked - Effective CCTV coverage across all campuses 		LMT	KT	M	H	12	M	H	12	
5	Hybrid working could impact on the student/staff experience	<ul style="list-style-type: none"> - Issues that students/staff may be having (e.g. workload) may be less apparent owing to remote interactions - Flexibility in staff hours could lead to poor service provision - Lack of social interaction between classes or team groups - Increased 'silo' working from individuals and groups - Lack of face to face contact - Reduction in levels of customer service - Some staff roles will be unable to access hybrid working 	<ul style="list-style-type: none"> - Increase in stress for students/staff - Harder for managers to effectively lead class groups/staff groups - Disconnect between working patterns of key staff could impact service responsiveness - Increased isolation and/or mental health stress on individuals - Reduced class/team dynamic - Impact on culture of the College and loss of best practice sharing -College decisions taken at Departmental level - Impact on the culture of the College - Poor student/customer experience and reputational damage - Perception of unfairness, impact on staff morale 	<ul style="list-style-type: none"> - Guidance for managers in effective engagement for remote learners/workers - Establishment of core hours for staff, balancing flexibility of hybrid working with operational needs - Continued promotion of support mechanisms for staff and students - Increased social interaction via digital platforms - LMT sign off - Enhance both formal and informal team building and social activities - Reaffirm a student centred approach in strategic plan/values of the College and increase staff training - Clear communication from managers as to the operational need for roles, building in any flexibility possible 		HW	KT	L	H	8	L	H	8	
6	The College may not have the infrastructure in place to meet demands	<ul style="list-style-type: none"> - Demand for College resources such as IT equipment for students or equipment for staff to work from home outstrips supply - Continued significant online activity stresses College's server/storage capacity - Continued heightened demand for IT equipment 	<ul style="list-style-type: none"> - Impact on students accessing learning - Potential legislative considerations relating to the College's duties for staff working at home - Significant increase in recovery time in the event of a cyber attack or other significant IT event - Delays from suppliers could impact on students/staff 	<ul style="list-style-type: none"> - Clear processes in place to identify need and allocate resources effectively - Use of cloud based systems to deliver a range of digital services reduces recovery time and risk of data loss - Mapping of anticipated demand against existing resource to allow early ordering of key equipment 		AJ	DA	L	H	8	L	H	8	
7	Members of the College population may not wish to return to in-campus activity	<ul style="list-style-type: none"> - Anxiety regarding the ongoing pandemic, particularly among younger students who have not been able to secure vaccination or others with at risk members of their household, or those who have to use public transport - Reluctance to lose the flexibility from a fully at home experience and the impact on work/life balance 	<ul style="list-style-type: none"> - Increase in student withdrawals - Reluctance of staff to be on campus more than timetabled leading to issues such as availability for class cover - Impact on staff morale or turnover 	<ul style="list-style-type: none"> - Clear communications in place on safety mitigation measures in campuses - Ensure the SpringBack experience is a positive one with individual examples shared as best practise/case studies. - Need to emphasise the business needs come first requiring support from union colleagues and a parameters for delivery document. 	<ul style="list-style-type: none"> - Positive discussion with unions, agreeing common purpose. - Parameter document completed and circulated to managers 	HW	KT	M	M	9	L	M	6	

LIKELIHOOD, IMPACT AND CONSEQUENCES

LIKELIHOOD

Description	Scenario	Code Letter	Risk Rating Value	Guide Probability
Very High	Expected to occur	VH	5	100%
High	More likely to occur than not	H	4	75%
Medium	Fairly likely to happen	M	3	50%
Low	Low but not impossible	L	2	25%
Unlikely	Extremely unlikely to happen	VL	1	5%

IMPACT

Description	Scenario	Code Letter	Risk Rating Value
Very High	Critical or Major impact across the organisation	VH	5
High	Critical or Major impact on costs, objectives. Serious impact on output and/or quality and reputation. Medium to long-term effect and expensive to recover.	H	4
Medium	Reduces viability significant waste of time and resources and impact on operational efficiency, output, and quality. Medium term effect, which may be expensive to recover.	M	3
Low	Minor loss, delay, inconvenience or interruption. Short to medium term effect.	L	2
Very Low	Minimal loss, delay, inconvenience or interruption. Can be easily and quickly remedied.	VL	1

Springback Committee

AJ	Applicant Journey
HL	Hybrid Learning
HW	Hybrid Working
MST	MS Teams
RSS	Re-Introducing Staff and Students to Campus Life

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1. Purpose

To share with the Board the proposed approach to supporting student mental health over the next four years.

2. Recommendations

The Board approve the proposed Mental Health Plan 2021-2025 (Appendix 1).

3. Background

As part of the Scottish Funding Council's outcome agreements, all colleges and universities are advised to create a Mental Health Plan to support the mental health needs of their students (SFC, 2019). The Scottish Government's Mental Health Strategy 2017 – 2027 states that "students of further and higher education face some unique challenges, but we want to ensure a consistent level of support for mental health across the country. These education settings also provide opportunities to help address stigma and discrimination, and support efforts towards self-management." (Scottish Government, 2017, p. 18).

Up until now, our existing staff and services have developed to support the growing number of students with complicated mental health support needs however, this has often been reactive rather than proactive or on a temporary basis. With that in mind and the focus on mental health from the SFC, we are now in a position to produce a four year mental health plan to develop our staff and processes to systemise mental health support for our students.

Over the last five years, the number of students accessing Learning Support because of their mental health has increased as have the number of students accessing the counselling service. In addition, we have seen an increase in safeguarding referrals; the majority of these are around supporting students experiencing a mental health crisis.

Table 1 – Disability and Mental Health Numbers

	2016/17	2017/18	2018/19	2019/20	2020/21
Disability		2,596	2,072	2,465	2282
Mental Health – Learning Support	269	276	376	389	337
Safeguarding	39	71	56	55	90
Counselling	69	80	128	134	173

We have received additional funding from the SFC mental health and wellbeing at Forth Valley College. From 2017/18 to 2019/20, we also ran a mental health and wellbeing project that was funded through the Integrated Care Fund (see Table 2).

Table 2- Additional Funding

	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
Integrated Care Fund Wellbeing Project	£52,300	£52,300	£52,300	n/a	n/a	n/a
SFC Counselling Funding	n/a	n/a	£92,000	£92,000	£118,500	TBC
SFC Additional Mental Health Funding	n/a	n/a	n/a	n/a	£217,500	TBC
SFC Mental Health Funding	n/a	n/a	n/a	£32,000	n/a	n/a

This additional funding has allowed us to expand our mental health support to students on a time limited basis and to reflect on what interventions work and which do not work. While this money is gratefully received, we have learned that interventions that rely on an individual employee are difficult to mainstream. Students want personal and individualised support rather than self-directed support. We have recently appointing an external provider to expand our counselling provision and we are currently recruiting for a new Mental Health Support team (see staffing breakdown below) with the additional funding we have received from the SFC this year (see Appendix 2 for more information).

Table 3 - Mental Health Team - New Posts

Role	Grade	FTE	Salary with on costs
Mental Health Co-ordinator	9	1 FTE	[REDACTED]
Mental Health Mentor	6	Total 2.54 FTE • 1 x 1 FTE • 2 x 0.77 FTE (Term Time)	[REDACTED]
Administration Assistant	3	0.5 FTE	[REDACTED]

In addition utilising the SFC funding for a new Mental Health team, a proportion of the money will also be allocated to support staff. The total allocated to staff is £44,735. Table 4 below

outlines how this funding will be used to support staff mental health and wellbeing throughout session 2021/22.

Table 4 – Staff Resource

Role	Grade	FTE	Salary with on costs
HR Business Manager	10	0.4 FTE	[REDACTED]
Events and Workshops	N/A	N/A	£20,000

The Mental Health Plan 2021 – 2025 is designed to look at embedding and systemising existing support for students. This means analysing what our staff are currently doing to support our students; what we need them to be doing; looking at our data and making sure that our systems are operating in a way that works for the students. This is the foundation of building good quality, student focussed support around mental health and wellbeing. Without this underpinning work and evidence gathering, we cannot build services that are fit for purpose and robust.

4. Key Considerations

Our four year Mental Health Plan aligns with work we are doing across Inclusion and Student Services and the wider college, our Equality Outcomes and sectoral priorities. The ultimate aim of the plan is to mainstream mental health support across the organisation while taking account of financial constraints and external funding opportunities. For the purposes of this plan, externally funded projects are considered *an addition to* rather than critical to implementation in order to ensure that we can maintain and sustain the support we deliver. These externally funded projects also provide us with the opportunity to trial approaches to identify what works and what does not to ensure that we allocate resource in an evidence based manner.

Critical to this plan is the partnership working between Inclusion and Student Services and Human Resources. While the mental health support needs of staff and students are very different, it is imperative that our staff are mentally well and able to support our students. **The Mental Health Plan acknowledges that only mentally healthy staff can support our students well.** The work of the Mental Health Plan will align with the People Strategy and any other plans and work that HR carry out to support our staff mental health and wellbeing. The aim of the plan will also be to share knowledge and information with HR to better inform staff development in the future.

There are a number of plans currently in development or about to be published including our Corporate Parenting, Gender Based Violence and Anti-Racism Plans. These are all being designed to span over four years, to align with our Public Sector Equality Duty reporting cycle. They all also have the same look and feel so that they can be promoted in a consistent manner and are in a familiar and accessible format for those reading them. They will also align with overarching themes that will form our updated Access and Inclusion Strategy.

5. Financial Implications

There are no financial implications to approving the Mental Health Plan.

6. Equalities

Assessment in Place? – Yes No

7. Risk

Please indicate on the matrix below the risk score. Risk is scored against Impact and Likelihood as Very Low through to Very High.

	Likelihood	Impact
Very High		
High		
Medium		X
Low	X	
Very Low		

Please describe any risks associated with this paper and associated mitigating actions –

Risk Owner – Kenny MacInnes

Action Owner – Anna Vogt

8. Other Implications

Please indicate whether there are implications for the areas below.

Communications – Yes No

Health and Safety – Yes No

Paper Author – Anna Vogt

SMT Owner – Kenny MacInnes

9. References

Scottish Government, 2017. *Mental Health Strategy 2017-2027*. [Online]

Available at: <https://www.gov.scot/publications/mental-health-strategy-2017-2027/pages/5/>
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SFC, 2019. *College Outcome Agreement Guidance 2020 - 2021*. [Online]

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http://www.sfc.ac.uk/web/FILES/guidance_sfcgd202019/SFCGD202019_College_Outcome_Agreement_Guidance_2020-21.pdf

[Accessed 23rd July 2021].

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Mental Health Plan 2021 - 2024

Introduction

Forth Valley College is Scotland's first regional college, delivering from four campuses in Alloa, Falkirk, Raploch and Stirling to students on a range of full-time, part-time, flexible and work-based learning programmes. Our mission is *Making Learning Work* and our vision, shaping the future, developing a world class service and driving our momentum. The college has over 600 staff and 14,500 students per academic session with around 95% of students regularly progressing to further studies or employment upon completion of their course. Our curriculum areas are divided into four teaching departments;

- Business and Communities
- Engineering and Science
- Care, Sport and Construction
- Creative Industries, Hospitality and Tourism

Within these departments there are more than 1,300 diverse courses covering a wide range of levels and disciplines and offering qualifications from numerous awarding bodies from across the United Kingdom.

Statement of Intent

At Forth Valley College, we are committed to mainstreaming access and inclusion. This includes supporting our students and when they are struggling with their mental health. Over the last five sessions we have seen an increase in the number of students telling us that they are struggling with their mental health. We can see this through the number of students disclosing a disability; the number of referrals to the Learning Support and Counselling teams and the number of safeguarding referrals. While our services have adapted to the changing needs of our students, there is now a need for a more strategic approach to supporting the mental health and wellbeing of our students that aligns with our wider Access and Inclusion and Equality Mainstreaming work. We are committed to working with our staff, students and partners to ensure that our students are safe and well and feel supported throughout their college career. This document focuses on the needs of the students however, we also that we need to have mentally healthy staff to support our students. The plan is aligned with our delivery of services to support the mental health and wellbeing of our staff as we acknowledge that we need mentally healthy staff to support our students well. We currently have a number of mechanisms in place to support our staff including a focus on health and wellbeing through our People Strategy; our employee assistance programme PAM Assist; fully trained Mental Health Ambassadors to support and signpost staff struggling with their mental health and our Work Positive process that supports staff to identify key stressors and to work with the organisation to combat these and reduce their impact.

Data

	2016/17	2017/18	2018/19	2019/20	2020/21
Disability		2,596	2,072	2,465	2282
Mental Health	269	276	376	389	337
Safeguarding	39	71	56	55	90
Counselling	69	80	128	134	173

Commitment	What will this look like?	How will we do this?
<p>We will create a culture of understanding around the impact of mental health on educational attainment</p>	<ul style="list-style-type: none"> • Staff will understand why we, as an organisation, have a responsibility to support students' mental health and what their role is in that support • We begin to see improved and more consistent retention and achievement rates for students who disclose poor mental health or a mental health condition • We will have an intersectional attitude to supporting the mental health needs of our students who share protected characteristics • Students will feel empowered to talk about their mental health and how this impacts them and staff will be able to have informed conversations with students who open up to them 	<ul style="list-style-type: none"> • Using PIs and existing survey information to create a baseline of information, highlighting gaps in our empirical knowledge and streamlining processes Inclusion and Student Services (ISS) • Expanding out data analysis to be able to analyse the journey of a student who tells us they are struggling with their mental health; understanding where crisis points are occurring and examining which interventions have meaningful impact ISS and Business Transformation (BT) • Rebrand and relaunch of the Respect campaign, using this as a springboard to develop our staff awareness around their role in supporting students struggling with their mental health and marketing the support available to students Marketing (MKT) • Ensuring that student support and disciplinary policies are fit for purpose and developing training and resources to support those working with students who are struggling with poor mental health and the impacts that it is having on their education ISS and Teaching Departments (TDs)
<p>Our staff will have the skills to manage mental health disclosures appropriately</p>	<ul style="list-style-type: none"> • Staff will feel confident in dealing with mental health disclosures from students • Staff will feel supported with their own mental health • Staff will make appropriate referrals to the right service because they have a thorough understanding of the support available • We will see a reduction in the number of safeguarding referrals related to mental health because less students end up in crisis 	<ul style="list-style-type: none"> • We will have a suite of tiered training resources to support staff to support students with their mental health. These resources will be tailored to job role ISS • Using existing platforms to monitor the nature and appropriateness of disclosures and any changes over time ISS and BT • Aligning our mental health priorities for students with that of staff to ensure a consistent and effective approach to mental health and wellbeing at FVC ISS and HR • ISS staff will encourage and lead on case conferencing and reflections to support staff to make the right referrals, ensure appropriate support is provided by the right people and to reflect on support provided for whole system learning and development

<p>We will develop robust services to support students and their mental health needs</p>	<ul style="list-style-type: none"> • We will have services to support students that are based on and to react to student need • Our mental health support will be consistent and embedded across the organisation with projects providing added value • Our services will be reflective and will evolve along with our students • Our students will be able to access support when they need it and waiting lists will be minimal • Students and staff will understand the scope and reason for our support services, will make appropriate referrals and will access the service they need, when they need it rather 	<ul style="list-style-type: none"> • Consult with staff and students around our existing support to evaluate what is working well for students' mental health; highlighting areas of improvement and identifying stressors and pressures for staff and students ISS • Review the existing Extended Learning Support Facilitator provision and evaluate ELSF Review Working Group • Create a place on MyInfo that allows students to disclose a variety of information, including mental health support needs and enhance the ASN form to become a Student Support form to capture more information to allow for effective triage, referral and data analysis ISS and Business Transformation (BT) • Enhancing partnership working between ISS and FVSA to promote the plan, events around mental health and for information sharing • Develop an 'equalities' events calendar to schedule, market and share events on annual basis to ensure we are reaching all groups and their needs ISS • Creating a structured continuous improvement model for our services to support students that includes; <ul style="list-style-type: none"> ○ A formalised timeline that aligns with the overall college cycle ○ Using focus group and survey feedback to tailor our contact with students struggling with their mental health to tailor our marketing efforts ISS, FVSA and MKT ○ Holding annual focus groups on the college's Mental Health Plan and ad hoc focus groups on changes that may affect those struggling with their mental health or those supporting them ISS and any other department making changes that impact on those students struggling with their mental health ○ Finding out where we are not meeting the mental health needs of our students; who is not engaging and why through surveys, focus groups and asking students who choose to opt out of support why they opt out ISS ○ ISS and TDs making use of the Continuous Curriculum Improvement process to shape service requirements
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We will forge strong partnerships with other stakeholders to make accessing support and information as easy as possible for students experiencing poor mental health

- Our services will work collaboratively with external partners, including NHS Forth Valley and our local authority partners to ensure we are part of the 'bigger picture' of mental health support in our region
- Strong links will be established with Third Sector organisations and funding opportunities will be explored on a regular basis and in a structured, systematic manner, based on need
- Robust and clear data sharing processes will exist. These will inspire confidence in our students - allowing them to tell us what they do and do not want to be shared so that we can begin to bring partners into our support to create a holistic support scaffold around the student
- ISS and FVSA will lead on the Student Mental Health Agreement, using student feedback to shape the priorities of the agreement
- Working towards ensuring that we have robust data sharing agreements with our local authority partners and that our systems are working for us to support the students in the best way we can and in a way that is GDPR compliant BT, ISS, GO and DPO
- We will work with partners to ensure we are active partners on the right networks and groups ISS
- Creating a document that we share with our partners that outlines the role we will play as and how we would like to work together with other partners ISS
- Sector scanning will take place so that we can ensure that we apply for the right funding for the right projects in a structured way Development and Fundraising Manager and ISS
- Making use of all of our external partners and sharing information with them to ensure that they are aware of support available at the college for students with poor mental health ISS &FVSA along with any other departments interacting with stakeholders with an investment in mental health support

Feedback

We welcome feedback on our Mental Health Plan and the experiences of those who are struggling with their mental health and those who are supporting them. If you have any such feedback, please contact Anna Vogt, Head of Inclusion and Student Services, on 01324 403113 or anna.vogt@forthvalley.ac.uk.

Appendix 2 Funding for Mental Health in Colleges

STUDENT SUPPORT

Mental Health Support Team Overview

The number of students disclosing mental health conditions and general poor mental health has increased significantly over the last five academic sessions. Students requiring support can access our Learning Support, Support and Guidance and Counselling teams but there is a gap in our provision around supporting students with specific mental health needs where support needs to be tailored to sustaining at college, building capacity and developing coping strategies. This type of support is different from support in a therapeutic environment or support in a capacity that focuses solely on the educational needs of the student.

We have worked hard over the last year to hone our services to meet the needs of our students. We have streamlined our services to reduce the need for multiple disclosures, to ensure that students get the right support when they ask for it and to develop our support for specific groups, such as care experienced students. The new Access and Inclusion funding model has provided us with the flexibility to offer support to a wider range of students and over the next session, we plan to enhance our support through academic teaching teams as we move away from the traditional Extended Learning Support model to a more inclusive model of support.

This additional mental health funding will allow us to further enhance our support to our students and in a way that targets a specific challenge that we are facing. We know, through feedback from staff and students, that counselling is not for everyone and that the Learning Support and Support and Guidance teams' support are focused delivering specific support, which mental health forms part of but is not the only focus. This new team will allow us to focus our efforts on supporting students and their mental health while evaluating the impact of such a team and ensuring that we design the best mental health support for our students.

Mental Health Co-ordinator (1 FTE)

Grade – 9 (subject to role evaluation)

The Mental Health Co-ordinator will manage the Mental Health Support team. This will include managing 2.54 FTE Mental Health Mentors and 0.5 FTE Administration Assistant. This role will support the development of the Mental Health Support team and will lead on partnership activities with the Student's Association, such as the Student Mental Health Agreement. This post will work closely with the sabbatical officers and the Engagement Officer to ensure that our service is designed around the needs of the student and the events, opportunities and resources that we produce are tailored to the student need. In addition, the Mental Health Co-ordinator will also lead on other partnership working with our Local Authority partners (Falkirk, Stirling and Clackmannanshire), NHS Forth Valley and the University of Stirling. We will seek to forge enhanced links with these partners to ensure a seamless provision of mental health support for our students and to ensure that students are accessing the right mental health support from the right service provider and there is no duplication of effort on the part of FVC or our partners.

This post will also work closely with the other teams in the Inclusion and Student Services team, including Learning Support and Support and Guidance, as well as supporting the upskilling of staff, across the college to allow more staff to support the mental health needs of students, thus ensuring that specialist support is available to those who need it.

Mental Health Mentors (2.54 FTE – 1 x 1 FTE and 2 x 0.77 FTE (Term-Time))

Grade – 6 (subject to role evaluation)

The Mental Health Mentors will support students referred to the service on a one to one basis. This post will support students who are experiencing moderate to high levels of poor mental health or have a diagnosed mental health condition and the emphasis of this service will be around supporting students to sustain and achieve at college while developing the personal resilience skills and capacity building to navigate life after college, in a mental health context. This post will be expected to be able to work with students one to one and as a group; provide ad hoc and structured pastoral support and be able to sign post students to external services, as appropriate.

While this service will be a supportive and confidential service, the post holders will be expected to work collaborative with those also supporting the student, including Curriculum Managers, Teaching Staff and members of the Inclusion and Student Services team to ensure a holistic support service is provided. This service will not replace support that a student is receiving from the NHS but will seek to compliment it, with a focus on positive outcomes.

Administration Assistant (0.5 FTE)

Grade – 3 (subject to role evaluation)

This post will support the delivery of the Mental Health Support team by providing administration support to the Mental Health Co-ordinator. The post holder will receive and process incoming referrals for Counselling and the Mental Health Mentors; make appointments for students accessing the Mental Health Mentors and provide general administrative support for the team (invoicing, managing enquiries, monitoring email inboxes, maintaining our Moodle and SharePoint pages around mental health etc.).

STUDENT ASSOCIATION

The Student Association is a key support to students and provides important intelligence to the college around the needs of our student population. Over the last two years, we have been enhancing our Student Mental Health Agreement (SMHA) to ensure that we take a partnership approach to supporting mental health and wellbeing. To this end, part of this funding, around £6000, will be allocated to the Student Mental Health Agreement team to spend on implementing the SMHA which has committed to;

- Highlight support services available to students throughout the academic year

- Raising awareness of support on campus and externally at local and national level
- To hold mental health events and activities throughout the year to challenge stigma and discrimination
- Promoting positive conversations about mental health as part learning and teaching
- To provide development opportunities to student in order to support themselves and each other
- Develop our digital offer to give students the autonomy to navigate their own
- To provide students a variety of different activities that will allow a whole person holistic approach to relaxation and positive wellbeing.

The Mental Health Co-ordinator will support the team to deliver on the SMHA and ensure that the college support to students aligns with that of the Student Association. The Students Association will also be pivotal in reviewing and reflecting upon the efficacy of the Mental Health Support team and ensuring that students are a part of the conversation around their mental health needs.

In addition, the college and the Student Association, will explore partnership opportunities with our counter parts at University of Stirling. The University provide a Nightline service and a Mental Health Mentor service and there is much learning that can take place through this partnership.

STAFF SUPPORT

Human Resources Business Manager (0.4 FTE)

Grade – 10

Forth Valley College offers a supportive environment to our staff and we have undertaken a great deal of work over the last three years to develop our offering around mental health and wellbeing. While it is important to focus on supporting our students with their mental health, ensuring that our workforce feels supported ensures that they have the capacity to support our students. To this end, a portion of this funding will be allocated to support staff with their own mental health needs. This work will be driven by additional Human Resources Business Manager resource who will lead and co-ordinate our approach to mental health and wellbeing support and seek to develop a sustainable offering for the future.

Over the next academic session, the focus of support for our staff will be around delivering training in the following areas;

- **Supporting Managers to Support Their Teams After COVID**

As we return to working on campus and in a hybrid manner, the support needs of our staff are going to change. We have already undertaken work to ensure that this transition is smooth but we would like to enhance our support offering and ensure that all managers feel that they have the skills to support their staff.

- **Social Wellness**

A strong community and resilient staff make a strong organisation however, the world has changed and a focus is required on keeping our community strong and ensuring that our staff feel supported.

- **Preparing for the Future**

Our workforce is ageing and we have a duty to support those exiting our organisation into retirement. This can be a difficult transition for many and planning for it needs to begin early. Focussing on retirement, up to five years in advance, allows staff to prepare for this transition and plan for the challenges and emotions that may come with it.

Work will also be undertaken to enhance our Mental Health Ambassador scheme that provides peer support to staff across the organisation. This service offers a trained listening and signposting service to staff who are struggling with their mental health and we will seek to further develop current post holders' skills and recruit more staff to the scheme.

COSTS

Resource	Cost
Mental Health Co-ordinator (1 FTE)	[REDACTED]
Mental Health Mentors (2.54 FTE)	[REDACTED]
Administration Assistant (0.5FTE)	[REDACTED]
Human Resources Business Manager (0.4 FTE)	[REDACTED]
Student Association	[REDACTED]
Mental Health/Wellbeing Support for Staff	£20,000
Staffing Costs (supervision, staff development, travel etc.)	[REDACTED]
Total	£217,993

Forth Valley College
Programme of Board of Management Business

	Dec-21	Feb-22	Apr-22	Jun-21
1 Apologies for absence & declaration of interest	✓	✓	✓	✓
2 Minutes of previous meeting & matters arising	✓	✓	✓	✓
3 Minutes of Committee Meetings				
Audit	✓			✓
Finance	✓		✓	✓
HR	✓		✓	
Learning & Student Experience	✓	✓		✓
Remuneration				
4 Principal's Report	✓	✓	✓	✓
5 Chairs Update	✓	✓	✓	✓
6 Student Association Report	✓	✓	✓	✓
STRATEGIC PLAN IMPLEMENTATION				
Budget 22/23 & 3 year Financial Forecast Return				✓
Estates Maintenance Strategy				✓
FVC Foundation Annual Plan / Grant Applications				✓
Strategic Plan 2021 -2025				
Outcome Agreement 21/22				
Donation to Forth Valley College Foundation			✓	
SG Budget 22/23 Overview			✓	
SFC Indicative Allocations 22/23				✓
FVSA ALF Application				✓
GOVERNANCE				
Risk Appetite workshop				
Admincontrol Training (moved to outwith Board Meeting)				
Board member roles				
Board Secretary Arrangements				
Honorary Fellowships				
Review of Strategic Risk Register			✓	
Annual Report & Financial Statements			✓	
External Auditor Annual Report & Letter of Representation			✓	
Audit Committee Chair's Report			✓	
Board Calendar			✓	
OPERATIONAL OVERSIGHT				
Springback				
Recovery & Futures Programme	✓			
Review of Risk	✓	✓	✓	✓
Any other competent business	✓	✓	✓	✓
FOR INFORMATION				
Programme of Committee Business	✓	✓	✓	✓
Board Engagement Calendar				
CHRISTMAS LUNCH				
	✓			

Meeting	Academic Year 2021/22					
Board of Management	Thursday 30 September 2021 Zoom	Thursday pm / Friday am 4 and 5 November 2021 TBC Venue TBC (Strategic Discussion inc overnight stay)	Thursday 2 Dec 2021 Stirling – S1.18 and S1.19 (Morning Meeting and Xmas lunch)	Thursday 24 Feb 2022 Falkirk – Steeple Suite	Thursday 28 Apr 2022 Falkirk – Steeple Suite	Thursday 23 June 2022 Falkirk - Steeple Suite
Remuneration						
Audit		Thursday 9 Sept 2021	Tuesday 16 Nov 2021 5pm Falkirk – Steeple Suite			Thursday 19 May 2022
Finance		Tuesday 5 Oct 2021	Tuesday 16 Nov 2021 4pm Falkirk – Steeple Suite		Tuesday 22 Mar 2022	Tuesday 14 June 2022
HR			Thursday 11 Nov 2021		Thursday 21 April 2022	
Learning & Student Experience		Thursday 28 Oct 2021			Thursday 10 Feb 2022 Falkirk Steeple Suite	Thursday 9 June 2022
Nominations	As required					