



Meeting of the Finance and Resource Committee

to be held on Wednesday
29 May 2024 at 1300hrs via
MS Teams

MEETING OF THE FINANCE & RESOURCES COMMITTEE

NOTICE

There will be a meeting of the Finance & Resources Committee on Wednesday 29 May 2024 at **1300 hrs** through the use of Microsoft Office Teams.

AGENDA

Agenda Item		Paper
	Standing Items	
47-23	Apologies for Absence	
48-23	Declaration of any Potential Conflicts of Interest in relation to any Agenda Items	
49-23	Minute of Previous joint Meeting of F&R/A&R- Committee – 21 February 2024	x
50-23	Matters Arising from the Previous Meeting	x
	Matters for Decision/Approval	
51-23	Fraserburgh Childcare Provision	x
52-23	Course Fee Policy Update	x
53-23	Debt Write off	x
	Matters for Discussion	
54-23	AY23-24 Budget Update	x
55-23	AY24-25 Draft Budget	x
56-23	ASET update	x
57-23	Opportunities Register	x
58-23	F&R Committee Draft Programme of Business AY2024/25	x
	Matters for Information	
59-23	Credits and Enrolment Planning 2023-24	x
60-23	Any Other Business	
61-23	Summation of Actions and date of next meeting The date of the next meeting of the F&R Committee will be agreed and approved at the June Regional Board Meeting.	

* denotes Reserved Item of Business

MEETING OF THE FINANCE & RESOURCES COMMITTEE

Note of Meeting

DRAFT Minute of Meeting of the Finance & Resources Committee held on Wednesday 21 February 2024 at 1300 hours via Microsoft Teams.

Agenda Item	<p>Present: Iain Watt Jim Gifford Mark Fotheringham Neil Cowie Carrie Beaton</p> <p>In attendance: Stuart Thompson, Vice Principal Finance & Resources Susan Lawrance, Secretary to the Board Karen Fraser, Minute Secretary</p>
Standing Items	
32-23	<p>Apologies for Absence Apologies were received in advance of the meeting from S Elston, S Ross D Blackhall and N McLennan.</p> <p>In the absence of Committee Chair and Vice-Chair, Board Secretary S Lawrance advised that J Gifford had been asked to take up the position of Interim Chair. No objections were noted to this arrangement and as the meeting was quorate, it was agreed to continue with proceedings.</p>
33-23	<p>Declaration of any Potential Conflicts of Interest in relation to any Agenda Items J Gifford declared a potential conflict of interest/transparency statement by virtue of his position with Aberdeenshire Council - Agenda Item 41-23.</p>
34-23	<p>Minute of Previous Joint Meeting of F&R and A&R Committees (Wednesday 29 November 2023) The Minute was approved as a true and accurate record.</p>
35-23	<p>Matters Arising from the Previous Meeting Members noted that the 2 matters arising had been addressed and were marked as complete.</p>
Matters for Decision/Approval	
No matters for decision or approval were presented.	
Matters for Discussion	
36-23	<p>AY2023-24 Budget Update report</p>

37-23	AY2024-25 Budget assumptions
38-23	ASET Financial Update

39-23	Opportunities Register
	Matters for Information
40-23	<p>Environmental and Sustainability Annual Report The Annual Report was shared so as to enable its' consideration. A brief discussion ensued regarding the College's aim of 50% reduction in carbon footprint by 50% and the challenges in achieving this. Members noted the information provided.</p>
41-23	Credits and Enrolments Update AY2023-24
42-23	<p>Estate Strategy Annual Report The Committee was invited to consider progress achieved against the College's Estate Strategy's aims and objectives during AY2022/23. As part of the feedback discussion, it was agreed that an update on Clinterty is to be presented at the Regional Board Meeting of 20/03/24. Members noted the information provided. Action: Clinterty update to be provided at March Board Meeting.</p>
43-23	<p>IT Strategy Annual Report The Report was presented so as to enable the Committee to gauge progress against the aims and objectives of the IT Strategy during AY2022/23. Members noted the information provided.</p>
44-23	<p>Annual Procurement Report Members were directed to Appendix 1 in order to review the AY2022/23 Report, noting the contained analysis of major contracts and outlays. Members noted the appointment of a new Procurement Manager has resulted in the identification of how to drive savings and secure improvements to contracts and contract management. Members noted the information provided.</p>
45-23	<p>Any Other Business Nursery Provision Options at Fraserburgh Campus A verbal update with regards to nursery provision was outlined by S Thompson. Action: ST to present the preferred option, if available, at the 29/05/24 meeting.</p>
46-23	<p>Summation of Actions and date of next meeting A summation of the identified actions was provided by S Lawrance. The date of the next meeting of the Finance and Resources Committee was confirmed as Wednesday 29 May 2024 at 1300 hrs.</p>

Actions from the Finance and Resource Committee Meeting – 21.02.24			
Agenda Item	Action	Responsible person	Deadline
36-23 & 37-23	AY23/24 & AY24/25 Budget Plans:		
38-23	ASET Financial Information:		
38-23	ASET Chair:		
39-23	Opportunities and Strategic Risk Register:		
42-23	Clinterty Update: To be provided to Regional Board at March meeting.	S Thompson	20.03.24
45-23	Nursery Provision: Update on preferred options for AY24/25 to be presented to next Committee.	S Thompson	29.05.24

*denotes Reserved Item of Business



FINANCE & RESOURCES COMMITTEE

An update on matters arising from the meeting of the Finance & Resources Committee held on 21 February 2024.

Agenda Item	
36-23 & 37-23	Action: AY23/24 & AY24/25 Budget Plans:
	Status:
38-23	Action: ASET Chair/ASET Finances:
	Status:
39-23	Action: Opportunities and Strategic Risk Register:
	Status:
42-23	Action: Clinterly Update: To be provided to Regional Board at March meeting.
	Status: Complete
45-23	Action: Nursery Provision: Update on preferred options for AY24/25 to be presented to next Committee.
	Status: On Agenda for 29.05.24 meeting.



FINANCE & RESOURCES COMMITTEE Meeting of 29 May 2024	
Title: Course Fee Policy UPDATE	
Author: Stuart Thompson Vice Principal Finance & Resources	Contributor(s): Discussed and agreed at the Leadership Team
Type of Agenda Item:	
For Decision <input checked="" type="checkbox"/>	
For Discussion <input type="checkbox"/>	
For Information <input type="checkbox"/>	
Reserved Item of Business <input type="checkbox"/>	
Purpose: To enable the Committee to approve the changes to the Course Fee Policy	
Linked to Strategic Theme:	
5. Leading Sustainability	
Linked to Strategic Risk(s): 5.2	
1.5; 5.1; 5.2; 5.5	
Executive Summary:	
<p>In accordance with the College governance, the Committee is responsible for approving changes to the College Course Fee Policy. The changes follow discussion a recent College Leadership Team meeting.</p> <p>Appendix 1 contains a tracked change version of the College Course Fee Policy. The main changes relate to;</p> <ul style="list-style-type: none"> • Additional key principle • Fee payment instalments • Full time student early withdrawal • Refund criteria <p>The proposed changes still need to be reviewed by the DPO however there are no anticipated concerns.</p>	
Recommendation: It is recommended that the Committee approve the changes to the Financial Regulations.	

Previous Committee Recommendation/Approval (if applicable): **N/A**

Equality Impact Assessment:

Positive Impact

Negative Impact

No Impact

Evidence: This report is for information only.



FR01 COURSE FEES POLICY

Version Date: ~~August~~ May 2024~~2~~

Review Date: ~~August~~ June 2026~~2024~~

1.0. Introduction

- 1.1. This Policy sets out the criteria the College will use to set and apply fees and charges to courses of study.
- 1.2. The Policy sets out the criteria under which the College will award a Fee Waiver or apply concessionary rates to tuition fees, and the circumstances under which refunds will be given.
- 1.3. While the policy refers to individuals entering into a contract with the College, it is understood that, where an employer or sponsor undertakes the responsibility for the fee, then the contractual responsibility relating to the fee equally applies.

2.0. Scope

- 2.1. The Policy covers all fees and charges that the College will levy for courses of study and details all instances where fees may be waived or concessions offered.
- 2.2. It does not apply to the provision of Aberdeen Skills and Enterprise Training Limited (ASET), the College's training company which is subject to separate arrangements.

3.0. Key Principles

3.1 Course Fee Structure

3.1.1. Course fees are due at enrolment. It is the responsibility of the student to pay the course fee at the point of enrolment or to provide evidence that an alternative arrangement has been put in place. Failure to do so may result in the student not being enrolled.

~~3.1.1.~~3.1.2. The course fee ~~is a single payment which~~ is normally the full price of the course. The course fee (if chargeable) will normally be paid on booking, or prior to enrolment. Some courses involve other payments in excess of the course fee, for example students who have the option of entering for an additional external examination, or on occasion for course materials.

~~3.1.2.~~3.1.3. The course fee typically comprises fees for tuition, assessment/examination, registration, remediation, re-assessment and in most, but not all courses, course materials. For some courses, students are required to bring their own materials.

~~3.1.3.~~3.1.4. 3.1.3 There will normally be no more than one opportunity for reassessment of any combined outcome included in the course fee, except in exceptional circumstances.

3.2. Course Fee Setting

3.2.1. Fees will be set in line with the following table: -

Table 1: Fee Setting

	Scottish	Rest of UK (RUK) Students	Overseas
Definition	Fulfil the definition of the term "normally resident" per Schedules 1 and 2 of the SFC's Bursary Direction.	Do not fulfil the definition of the term "normally resident" per Schedules 1 and 2 of the SFC's Bursary Direction and normal residence (within the UK but not Scotland).	Do not fulfil the definition of the term "normally resident" per Schedules 1 and 2 of the SFC's Bursary Direction.
Full-time HNC, HND or Advanced Diploma	Set annually by the Scottish Government	Set annually by the College, taking into consideration inflation, anticipated demand and other business imperatives.	
Full-time Non Advanced	Set annually by the SFC	Set annually by the College, taking into consideration inflation, anticipated demand and other business imperatives.	
Higher National Units; Non-Advanced Units, Advanced Higher; Intermediate	Set annually by the College, taking into consideration inflation, SFC rates, anticipated demand and other business imperatives.	Set annually by the College, taking into consideration inflation, anticipated demand and other business imperatives.	
Non-standard fees, including commercial	The College, at its discretion, may set fees for individual courses by agreement with the recipient student or client organisation.		

3.2.2. No variation to the published fee levels may be made without prior approval of the Vice Principal Finance and Resources.

3.2.3. Subject to approval by the relevant Associate Vice Principal, where full-time students of the College undertake additional part-time, twilight, evening or distance learning courses as an integral or pre-planned part of the mainstream programme agreed by the College, no additional fee will be charged. However, if a full-time student undertakes an additional non full time course because of personal preference, the student will normally be required to pay the relevant fee for the course. In specific curriculum areas and subject to the approval of the relevant Associate Vice Principal, however, the fee may be waived, and credits only claimed.

3.2.4. Subject to the approval of the relevant Associate Vice Principal, in the case of students whose native language is not English and who have achieved the required IELTS level for the course but who still require some language support to assist them with academic discourse in order to be successful in their Programme of Study, an element of language support may be provided without additional fee (although the student may require to complete additional enrolment documentation). This additional support will not take the form of an entire language programme but will be targeted support for identified areas of difficulty which may be provided through open or online learning, through attending drop-in sessions or on occasions through attending a timetabled class arranged to meet this need.

3.3. Payment of Fees

3.3.1. In booking onto a College course, an individual enters into a contract. On the College's side, the contractual obligation is to provide the training as described – with the overriding caveat that this is subject to availability of resources and acceptable student numbers. On the individual's side, booking onto a course, or accepting a place on a full-time course, is making a commitment to undertake the education or training programme.

3.3.2. On enrolment, students are responsible for providing evidence that they are entitled to fee waiver or that their fees are to be paid by a third party sponsor e.g. SAAS, Employer, Managing Agent. If they do not provide this, or it is later discovered that they are ineligible for funding, they will be classified as self-funding.

3.3.3. Where students are self-funding the full fee will normally be payable in advance in full. ~~Exceptionally, Payment by instalments may be accepted at the discretion of the College. This will normally only apply to full-time courses of study and any instalments~~ will normally be in line with the maximum instalment periods in the following table: -

Table 2: Maximum Instalment Periods

<u>Where net fee (after any applicable grant or reduction) is:</u>	Maximum Instalment Period
£200 or less, or the course duration is less than 60 calendar days	Full fee is payable prior to attending first class or accessing materials
£201 to £1,050	25% deposit at enrolment followed by <u>Up to a maximum of 63</u> monthly instalments (final instalment must be no later than 1 month before the end date of the course)
£501 to £750	25% deposit at enrolment followed by maximum of 4 monthly instalments (final instalment must be no later than 1 month before the end date of the course)
£751 to £1,000	25% deposit at enrolment followed by maximum of 5 monthly instalments (final instalment must be no later than 1 month before the end date of the course)
£1,001 or above	<u>Up to a 25% deposit at enrolment followed by</u> maximum of 8 <u>6</u> monthly instalments (final instalment must be no later than 1 month before the end date of the course)
Tuition fees are non-refundable once a student commences the course. If a student subsequently withdraws before completing their payment plan, they will still be liable to pay any balance of fee remaining unpaid, in accordance with Section 3.5 below.	

3.3.4. In all cases where fees are not paid timeously the College will normally exclude the student from the course and seek to recover the outstanding debt, utilising collection agents where necessary. Where collection agents are used, their fees will also be passed on to the debtor. Certification may be withheld if fees remain unpaid.

3.3.5. Where course fees for part-time students are to be paid by a third party sponsor, full details must be provided upon application. If, for whatever reason, a sponsor fails to pay, the student will be liable for any fees unpaid and will be treated as self-funding.

3.3.6. The College will normally reject an application from or exclude any student who has an outstanding debt from current or prior years. This includes both unpaid fees and charges, and bursary overpayment.

3.3.7. Payment of tuition fees for overseas students studying on a full time Visa are is required to pay in full prior to an unconditional offer being issued.

3.3.7.3.3.8. Other overseas students studying without a Visa are required to pay 25% in advance and the balance in agreed instalments ending no later than 1 month before the end date of the course.

3.4 Fee Waiver and Concessions

3.4.1. The College will waive the fees of any student granted support under the SFC National Fee Waiver Grant Policy, when that student is undertaking an eligible course of study.

3.4.2. In accordance with [the SFC Fee Waiver Policy Circular SFC/GD/12/2022](#), International students are not eligible for Fee Waiver, except where the student is: -

- The spouse or child of a person who is an asylum seeker living in Scotland (as defined by the Immigration and Asylum Act 1999) on either an English as a Second or Other Language (ESOL) course (full or part time) or another part-time advanced or part-time non-advanced course; or
- A non-asylum seeker living in Scotland, on a part-time ESOL course and the student's main purpose for being in the EU is not to receive education.
- The three-year residency rule does not apply to refugees. A student is entitled to support from the date of the Home Office letter giving them refugee status.
- An Afghan national granted limited leave to enter under the Locally Employed Staff Scheme
- A Ukrainian national impacted by the conflict and resettling in the UK under the three immigration routes; Ukraine Family Scheme, Homes for Ukraine Scheme or Ukraine Extension Scheme
- Covered by any other criteria set out in [the SFC Fee Waiver Policy SFC/GD/12/2022](#) to ensure our obligations under the United Nations Convention on the Right of the Child.

3.4.3. Fee Waiver is not available under any other circumstances.

3.4.4. The College may also operate discounted fee schemes to stimulate demand in certain areas or where it is deemed to be of commercial value. Details of such schemes will be published as appropriate.

3.5. Refunds / Fee reduction due to and Withdrawals

- 3.5.1. The College will not normally automatically refund a fee paid ~~where the reason is a change of mind of the individual who has accepted/booked a place unless specific criteria are met.~~
- 3.5.2. Where a full-time non-advanced student withdraws on or before ~~1 November the 5th week of the course~~ and is eligible for fee waiver then no charge for course fees will be made to the student.
- 3.5.3. Course fees are only paid by SAAS for advanced students subject to the student physically attending a class on or after 1 December. If the student withdraws from the course without attending after this date then the College will charge a pro-rata amount of the course fee to the student.
- 3.5.4. Where the College decides to cancel a course, fees paid for the course will be refunded automatically and in their entirety.
- 3.5.5. Where the College cancels a course which is a mandatory component of a Group Award and no alternative is provided by the College thereby preventing the student achieving the Group Award the College will refund the fees for the other elements of the Group Award where the student has already booked and paid the fee and has elected not to undertake these elements of the course.
- 3.5.6. For all cases, except where payment of the fee was part of a process that enabled the student to gain entry to the UK for the purpose of study, or the course is a distance learning provision: -
- a) Up to fourteen calendar days before the commencement of the course the fee paid will be refunded in its entirety on request to the College by submission of form Student Refund Request Form (RR2), enclosing proof of payment with supporting written evidence where appropriate.
 - ~~b) For part time courses, if the refund request is received less than fourteen days before the commencement of the course there will be no automatic refund, up to 25% through the course, or~~
 - ~~b)c) For full time courses (full time FE course up to the 5th week of the course or 1st December for full time HNC or HND) students withdrawing early will receive a refund of the fee reduced proportionately subject to a minimum of 10% of the fee being retained. 1 November in the case of a fulltime FE course, or 1 December in the case of a fulltime HNC or HND, the refund of the fee will be reduced proportionately subject to a minimum of 10% of the fee being retained.~~
 - ~~c)d) After the initial periods stated in b & c above. A partial refund / fee reduction may be approved This is only available for the following circumstances (proof must be provided): -~~
 - The individual was unable to attend because of medically certificated illness;
 - The individual was unable to attend because of the bereavement of a close family member;

- The individual had to move away from the area to a distance which made the completion of the course impossible (e.g. because of job relocation);
- The individual was unable to commence or complete attendance at College because of legal constraints, for example inability to obtain/maintain/renew a visa; imprisonment; requirement to undertake jury or military service.

d) e) — For reasons other than those stated above, no refund / fee reduction will — be made other than in exceptional circumstances and at the discretion of the Vice Principal Finance and Resources on the basis of supporting written evidence supplied by the sStudent.

3.5.7. Where payment of the fee was part of a process to gain entry to the UK for the purpose of study refunds will only be considered in following circumstances

- The individual was required to remain in or return to her/his country of origin because of medically certificated illness;
 - The individual had to move away from the UK making completion of the course impossible (e.g. because of job or partner/spouse's relocation);
 - The individual was able to commence or complete attendance at College because of legal constraints, for example inability to obtain/maintain/renew a visa: imprisonment; requirement to undertake jury or military service.
- a) Up to fourteen days before commencement of the course the fee will be refunded in its entirety on request by submitting form RR2.
 - b) Less than fourteen days before the commencement of the course, up to 25% through the course, or 1 November the 5th week of the course in the case of a fulltime FE course, or 1 December in the case of a fulltime HNC or HND, the refund of the fee will be reduced proportionately subject to a minimum of 10% of the fee being retained.

3.5.8. To suit the circumstances of distance learning provision, the following arrangements have been adopted:

- a) Up to the point at which the process of appointing a tutor is completed the fee will be refunded in its entirety on request to the College by submission of Form RR2 (Student Refund Request Form) enclosing Proof of Payment with supporting written evidence where appropriate, conditional on any materials already supplied being returned in their entirety and in an unused condition.
- b) Once the process of appointing a tutor is complete, a percentage of the course fee proportional to the amount of the course not completed at the time of the claim for refund, subject to a limit of 90% of the course fee, will be refunded in the following circumstances:
 - the individual was unable to undertake the course because of medically certificated illness which prevented study;

Course Fee Policy

- the individual was unable to undertake study because of legal constraints.
- c) For reasons other than those stated above, no refund will be made other than in exceptional circumstances and at the discretion of the Vice Principal – Finance and Resources on the basis of supporting written evidence supplied by the student.

3.6. Appeals

- 3.6.1. An appeal may be made to the Principal in writing within 10 working days of the refund decision being made. All appeals must include supporting written evidence supplied by the student.

4.0 Effective Date

- 4.1. This policy is effective for the Academic Year ~~2022~~2024-25 and subsequent years.

Status:	Approved	Summary of Changes
Approved by:	Finance and Resources Committee	Reference to pending changes to residency rules added Various changes across the whole policy.
Date of version:	August 2023 May 2024	
Responsibility for Policy:	Vice Principal Finance and Resources	
Responsibility for Review:	Director of Student Access and Information	
Review date:	August 2024 June 2026	
DPIA Date:	August 2022 May 2024	
EIA date:	May 2019 2024	

DATA PROTECTION IMPACT ASSESSMENT (DPIA)

<p>1. Does the activity that this policy or procedure relates to use personal data in any way? (Use may refer to collecting and gathering; storing electronically; storing by paper; sharing with other parties (internal or external to college); use of images as well as written information; retaining and archiving; or erasing, deleting and destroying)</p>	<p>Yes/No</p>
<p>2. Does the activity that this policy or procedure relates to use special category personal data in any way? (Special category data is data about: race; ethnic origin; politics; religion; trade union membership; genetics; biometrics (where used for ID purposes); health; sex life; or sexual orientation)</p>	<p>Yes/No</p>
<p>3. Does the activity that this policy or procedure relates to involve the use of social media or a third-party system?</p>	<p>Yes/No</p>

If the answer is 'yes' to one or more of the above questions, the Data Protection Officer must be consulted.

<p>Date of DPO consultation:</p>	<p>05/08/2022</p>
<p>Description of outcome and actions required (if any):</p>	
<p>DPIA screening/full DPIA required:</p>	<p>Yes/No</p>

Equality Impact Assessment (EIA) Form

Part 1. Background Information. (Please enter relevant information as specified.)

Title of Policy or Procedure. Details of Relevant Practice:	Course Fees Policy FR01
Person(s) Responsible.	Vice Principal Finance and Resources
Date of Assessment:	August 2022 <u>May 2024</u>
What are the aims of the policy, procedure or practice being considered?	The aim of the policy is to set out where course fees apply, where a refund is applicable and where fee waiver can be applied for.
Who will this policy, procedure or practice impact upon?	This will impact on applicants, students, employers, sponsors, and commercial clients.

Part 2. Public Sector Equality Duty comparison (Consider the proposed action against each element of the PSED and describe potential impact, which may be positive, neutral or negative. Provide details of evidence.)

Need	Impact	Evidence
<ul style="list-style-type: none"> Eliminating unlawful discrimination, harassment and victimisation. 	Negative Course fees are applied in accordance with SFC national policy and Government policy. This means that students who do not meet the residency requirements will pay a higher rate of fee compared to those who do. Refer to SFC Guidance	SFC and Government Guidancedocuments and National Policies.
<ul style="list-style-type: none"> Advancing Equality of Opportunity 	Negative Course fees are applied in accordance with SFC national policy. This means that students who do not meet the residency requirements will pay a higher rate of fee compared to those who do.	SFC and Government Guidancedocuments and National Policies Student Services application assessments.

<ul style="list-style-type: none"> Promoting Good Relations 	Positive Course fee refunds are considered where a student has to leave a course due to medical reasons. Course fee refunds are also considered where a student resident outwith Scotland has to leave the area, or is no longer able to remain in the area due to legal restrictions.	RR2s.
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Part 3. Action & Outcome (Following initial assessment, describe any action that will be taken to address impact detected)

No action taken as negative impacts attributable to SFC National Policy and Government Policy.

Sign-off *	
Name:	James Kirkwood <u>Stuart Thompson</u>
Position:	Vice Principal Finance and Resources
Date of original EIA:	May 2019
Date EIA last reviewed:	August 2022 <u>May 2024</u>

**Please note that an electronic sign-off is sufficient*