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| **Trustee Board** Date: **Wednesday 30 October 2013**  Time: **5pm**  **16**  Venue: **Committee Room 1, Edinburgh Campus** |

In the Chair: Stefan Kay, Trustee (SGK)

Also Present : Brian Hay, Trustee (BH)

Vicky Ingram (VI)

Lara Rivans, Trustee (LR)

Rebecca O’Hagan, Vice President (BOH) (on the phone)

Jonathan Andrews, President (SBC) (JA)

Apologies: Susan Kirkman, Trustee (SK)

Alan Konopka (AK)

Olga Kozlova, Trustee (OK)

In Attendance: Gail Edwards, Chief Executive Officer (GE)

Gillian Fortune, Executive Assistant (Minute Taker)

1. **QUORATE**

1.1 SGK Welcomed back Lara after her maternity absence.

1.2 SGK reminded the Board that this meeting would be single issue.

1.3 Attachments A, B and C were circulated.

* + Attachment A covered the history of the case and would be added to and tidied up after the meeting.
  + Attachment B was the legal advice sought and given by Turcan Conell WS, Solicitors.
  + Attachment C was the Revision and tidy up of the conclusions by Brian Hay,Trustee.

1. **ATTACHMENTS**

2.1 Attachment B: SGK asked if all agreed to start with the Lawyers advice on Attachment B. He informed the Board that himself, JA and BH had sought advice from charity lawyers. SGK asked if any clarification was needed, all agreed.

2.2 Attachment A: SGK went over what he felt were the main areas for consideration. In conclusion he felt that the matter needed discussion and then feedback given to the University.

1. **DISCUSSION**

3.1 BH gave his opinion on how to proceed. He felt we should thank the University for their assistance to Brittany, but that we would now handle the matter ourselves, keeping good relations with the University.

3.2 LR asked how the University had got involved in the matter. SGK informed LR of the timeline involved.

3.3 Various views and questions were put forward. SGK reiterated that there had been no direct communication between Brittany and the Trustee Board.

3.4 Concern was raised as to how to proceed for the benefit of the Student Union and its relationship with the University being kept on an even keel.

3.5 Apparently the University were now distancing themselves from the case. Several senior management in the University were now very flexible and supportive.

3.6 BOH gave a report on a meeting with the Secretary of the University. She had emailed the Secretary requesting that she step back from this case and not communicate with Brittany until after this meeting. A need for extreme tact was noted. Acting as advocates the University could only go so far. SGK had requested a meeting on five occasions via email and he had still not received a reply.

3.7 BH stated that the main decisions needed were

* What do we do legally
* What do we do as a Union to go forward
* How do we go forward in our relationship with the University

3.8 SGK had concerns regarding the behaviour of the University. Brittany’s letter of resignation contained no complaints and sent best wishes to staff etc. There was an issue of no follow up immediately after the meeting with Brittany, but as she had left the building quickly there had been no chance to following up and the communications issue had been left hanging.

The Student Union needed to move forward from this event.

* 1. **Legally**: BOH gave her opinion, based on meetings with the Secretary of the University, that damage control was needed as the perception from the University was very different.

3.9.1 BOH stated that she felt a payment until end of December would be appropriate.

3.9.2 BH stated that three month work, then three months garden leave on a 12 month contract would give a payment for half the contract.

3.9.3 VI stated that she felt concerned about asking for and then not taking the legal advice. However she felt that a payment to the end of December would be appropriate, with the costs coming from the Union.

3.9.4 Discussion ensued about how to go about a Settlement Agreement and concern was raised if such an agreement would be acceptable and accepted by Brittany.

3.9.5 It was agreed that the Trustee Board would write to Brittany direct and inform the University of the Trustee Board’s decision.

3.10 **Student Union**: Discussion ensued as to how the Union could go forward. NUS could help with the Governance and Constitution changes needed. Each component had to be considered and dealt with, Sabbaticals, employees, students. Various views and points were put forward.

3.11 **Level of Payment**: This subject was discussed. The points which were considered were what the Trustee Board felt comfortable with, and how they would move forward.

Consideration would need to be given to how the payment would affect Student Union activities, and how would the payment of the monies be decided.

3.11.1 The Board agreed that we would write direct to Brittany, copy in the University for information only and perhaps offer to pay her legal fees.

3.11.2 JA informed the Board that he now had to leave but he wanted to let the Board know that he felt payment should be given till November, but not after that date. He wanted to get on with his work and put an end to this matter as quickly as possible.

3.11.3 BOH agreed with JA but felt worried about relations with the University which she wanted to continue to improve.

3.11.4 The letter to Brittany would round everything up and get all paths rounded off putting a full stop on the matter.

1. **CONCLUSION**

4.1 In conclusion, a copy of the Lawyers advice would be sent to the University. Copy of the letter to Brittany and we would refine our Governance for the future.

4.2 The CEO felt that the payment may not be acceptable and if there was no Settlement Agreement this could be worrying, with possible repercussions from Brittany. Relations with the University would not be improved.

4.3 LJR agreed to a payment until the end of November or December, no further.

LJR left the meeting.

The meeting resumed after a two minute comfort break. BOH was called back and was on the phone.

4.4 Discussion ensued on various points, getting final decision made as to how much payment should go to Brittany and the type of letter to be sent to her (Letter of Acceptance or Letter of Settlement). SGK explained difference in Letters. Various points were put forward.

4.5 The decision was taken and agreed that payment would be made to end of December with a Letter of Acceptance sent. If more money was to be offered than a Letter of Settlement would be sent. We would ask for a statement from Brittany to the students and Brittany would be asked for agreement to official statement as per letter.

4.6 The letters would be circulated for agreement, by email to the Trustee Board by the CEO.

4.7 A letter would be sent to the University, informing them of legal advice given to us, informing them that we would be writing to Brittany direct. The letter would not contain financial details but thank them for their work and time on this matter. The draft letter would be circulated by email for agreement by SGK.