

NORTH OF SCOTLAND LEARNING NETWORK CONSTITUTION

1. INTRODUCTION

The constitution sets out the guiding principles and arrangements for governance of the North of Scotland Learning Network. It applies to those activities undertaken by the Network as a whole or by some parts of the Network on behalf of all. Within this overarching body there will be individual partnerships and alliances to serve local needs and interests. These local partnerships and alliances will have reporting links to the Network, but no accountability.

2. NAME

The Partnership shall be known as North of Scotland Learning Network (hereinafter referred to as "The Network").

The name "North of Scotland Partnership" shall henceforth refer only to the group, consisting of seven local authorities, the Robert Gordon University, and Voluntary Service Aberdeen, which undertook to continue to oversee the two Programmes run by the former North of Scotland Consortium. These are the Mental Health Officer Training Programme and the former CCETSW Practice Teaching Programme. The Partnership will have reporting links to the Network as outlined at (1) above, but will have a separate partnership agreement.

3. PURPOSES

The Network will support, develop and sustain the following aims as required by the SSSC:

Quality, Quantity and Diversity of Practice Learning Opportunities
Continuing Professional Development
Supporting Registration
Workforce Development and Planning

The Network will facilitate the furtherance of its aims both through Network-wide initiatives and through the support of local activity where agreed.

The activities required for this purpose will be agreed and set out in its work plan.

4. OPERATIONS

- 4.1** The body responsible for managing the Network will be known as the "Executive Group". Membership of the Executive Group will be: Chair of the Learning Network; Vice-Chair; representative from HE/FE sector; two representatives from local authorities not otherwise represented (one from an Island Council); one representative each from the voluntary

sector, the private sector, service users, and carers; and a treasurer (financial representative from the agency holding the budget). Additional members with relevant expertise may be co-opted with the agreement of the Network.

Function

4.1.1 The Parties shall delegate the following management functions to the Executive Group:

- (i) Equitable distribution of the Network's resources based on the agreed functions and priorities of the Network;
- (ii) Strategic oversight and direction of the Network aimed to achieve its key objectives;
- (iii) Receipt of reports at each meeting from the Development Manager, e-Development Manager and other persons, sub-groups or organisations as appropriate, on all matters relating to the progress of and achievements of the Network and taking of appropriate action based on these reports;
- (iv) Oversight of the accounts, disbursement of funds and the use of the Network's resources
- (v) Agreements to sub-contract any of the functions of the Network to any persons or individuals who are not Parties;
- (vi) Receipt of reports from the members of the Network and taking of appropriate action based on these reports;
- (vii) Amending and approving the regular reports which will be supplied to the Scottish Executive and others.

Organisation

4.1.2 The Network will be organised and operate in the following manner:-

- (i) Each party may nominate up to two people to be members of the Network. At least one member should be a senior manager or a manager with delegated authority for decision-making. Should any issue raised require a vote to be taken, each party will have only one vote, even if two members are present. If neither nominated person is able to attend a meeting, a substitute may be sent to represent the party. Additional people may be invited to attend for particular issues, with the prior agreement of the chair.

- (ii) The Network will be chaired by a suitable person elected by the Members. A Vice-Chair will be elected by the same process. The role of the chairperson will be to assist the Network to fulfil its functions effectively and to promote the network.
- (iii) The chairperson will be selected by the parties every 3 years, or sooner if he/she resigns within the period. Nominations will be submitted to the current chairperson, and if there is more than one nomination a secret ballot will be held. In the event of a tied result, the current chairperson will have a casting vote. A chairperson may serve a maximum of 2 x 3 year terms.
- (iv) Staff or secondees may be invited by the Network to be in attendance either for a full meeting or for particular items to which the Network consider they can make a helpful contribution.
- (v) The Network will use all reasonable endeavours to operate on the basis of consensus. In the event that a consensus cannot be achieved, a vote will be taken and decision will be reached by a simple majority. If there is a tied vote between the representatives of the Parties the chairperson shall have a casting vote.
- (vi) The quorum for the Network is that at least 6 members of the Network, excluding the Chairperson, are present.
- (vii) The full Network will meet as required (and at least every 6 months). At least two weeks notice of the date must be given to all Parties. Any Party may request that the chairperson call an emergency meeting. At least 2 working days notice must be given of an emergency meeting and only the matter deemed to be an emergency may be discussed at such a meeting.

Standing Committees

4.1.3 The Network will establish such Standing committees as are required for the effective conduct of the business of the Network.

4.1.4 Standing committees will provide regular reports to the Executive Group as required by that Group

4.2 Staffing

The Network shall not have any employees. All personnel required for the operation of the Network shall be provided by the Parties and such persons shall be employees of or secondee to the relevant Party so providing them and shall be subject to the terms and conditions of employment or engagement with such Party.

5. OFFICE BEARERS

- (i) At the first meeting of each three year cycle, the Network shall elect a chairperson, a vice-chairperson, treasurer and such other office bearers as the Network shall from time to time decide. The chairperson will convene the Executive Group, and other office bearers will be ex officio members.
- (ii) The chairperson and the other office bearers of the Partnership shall hold office for up to 3 years but shall be eligible for re-election provided that no office bearer shall hold office for more than six consecutive years. On the expiration of such period, one further year must elapse before any former office bearer shall be eligible for re-election to the post from which he or she has demitted office.
- (iii) The chairperson, and other office bearers of the Partnership shall be ex officio members of all committees.

6. OWNERSHIP AND LIABILITIES

- 6.1** The Network will operate as a collaborative initiative established, operated and managed by the Parties in accordance with the rules and conditions of this agreement.
- 6.2** The Network shall not incur debts or liabilities in its name or on its own behalf. In carrying out their obligations in respect of the Network any debts and other liabilities incurred by the Parties shall be for the account of the Party incurring such debts or liability. The Parties shall be entitled to recover such debts and liabilities from funds available to the extent that incurring such debts and liabilities has been instructed or authorised by the Network/Executive Committee.
- 6.3** During operation of the Network any cash surpluses generated by a Party in regard to its activities relating to the Network will be used by that Party to further the aims and objectives of the Network.
- 6.4** Each Party will maintain adequate insurance in respect of (i) all assets owned by it and utilised in the operation of the Network and (ii) its activities (including those of its employees and secondees) in the operation of the Network.

7. ACCOMMODATION

Each Party agrees to provide accommodation and infrastructure appropriate to the activities and duties of employees or secondees engaged on Network work at the premises of said Party. Office equipment required, and other operating costs, will be funded from the Grant paid to the Network. Under the conditions of the Grant, rent may

not be charged, but such a contribution in kind may reduce any cash contribution required from members.

8. FINANCE

The Network will receive 6 monthly financial reports on the expenditure and income of the Network. The Executive Group will ensure that income and expenditure accounts in connection with the Network are maintained.

Such accounts will be made available to the Scottish Executive and the Network as may be reasonably required for the purpose of audit and verification. The budget-holding organisation will provide annual balance sheets of income and expenditure to the Parties and to the Scottish Executive. Any reallocation of resources, either between Parties or between budgets must have prior approval by the Network.

9. FORCE MAJEURE

In the event that any Party is delayed or impeded in the performance of its obligations under this Agreement by any cause beyond its reasonable control, it will be entitled to such extension of time for such performance from the Network as may be fair and reasonable in all the circumstances, taking into account the effect such an extension will have on the other Parties and on the operation of the Network.

10. ADDITIONAL PARTIES

Additional Parties may be invited or may request to join the Network.

11. DURATION OF AGREEMENT

This agreement will be deemed to have come into effect on (not withstanding the date or dates hereof) and will have an initial duration of three years. The Parties agree to review within 3 years.

12. ALTERATIONS TO THE AGREEMENT

No alteration of this constitution shall have effect unless (i) it receives the assent of not less than two-thirds of representatives of member organisations present and voting at a meeting of the Network (1 vote per organisation) and (ii) notice of any such alteration shall have been received by the chairperson in writing not less than 21 clear days before the meeting, at which the alteration is to be proposed. Notice in writing of such a meeting, setting forth the terms of the alteration, shall be sent by the chairperson to each member of the Network.

13. PERFORMANCE/WITHDRAWAL/TERMINATION

- 13.1.1** Each Party undertake to keep the other Parties informed in a timely and appropriate manner of any concerns which it may have relating to the performance of the Network or the meeting of the obligations of this agreement by itself or by any of the other Parties.
- 13.1.2** Where issues occur which may impinge upon the successful furtherance of the work of the Network all Parties will adhere to the processes detailed in this agreement.
- 13.1.3** Any problems, which may potentially bring the name of the Network into disrepute or impinge upon its successful progress in achieving its objectives must be reported to the Chair at the earliest opportunity.
- 13.1.4** The Network is empowered to make recommendations to any Party or Parties in relation to issues which could potentially bring the Network into disrepute or which could impinge upon its successful progress in achieving its objectives. Such recommendations will be given serious consideration by the Party or Parties.
- 13.2** In the event of a dispute between any of the Parties, or a Party or Parties and the Network, the matter can be referred to an Expert, who has knowledge and experience appropriate to the dispute, at the instance of any one of the Parties. The Expert shall be independent person chosen by the consensus of all the Parties or failing such consensus, upon the application of any Party to the President of the Law Society of Scotland. The Expert's decision will be considered by the Network and, where supported by a majority of the Parties, will be adhered to and implemented by all the Parties. The cost of any such advice will be borne by the Network. The expert shall act as an expert and not as an arbitrator.