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# SPINE Board Governance Document

Final Version: November 2016

## Statement of Purpose

~~SPINE exists to enable service improvement, resource sharing and savings through joint working between library services, for the benefit of customers, supported by a formal consortium framework.~~

This consortium has already delivered tangible benefits to its partner members through economies of scale in procurement, shared services and the pooling of expertise.

Early successes include the shared selection, procurement and implementation of a new library management system, innovation for mobile library internet solutions, shared training on digital services and information services, and enabling lending across borders for library customers.

These collaborations are just the beginning. Future opportunities could include workforce development, developing digital domains in concert, shared services and co-operative stock purchasing.

## Objectives

SPINE members agree to work together in good faith to

1. To create a shared service infrastructure with partners, including alignment of LMS, bibliographic services and information services
2. To blend technical systems and associated processes to present customers with attractive and easily accessible library resources and online services.

## Benefits to members

1. Increased efficiency through the sharing services, avoiding duplication, aligning process and maximising economies of scale
2. Added value of sharing services and resources, including maximising expertise and staffing resources including maximising use of combined resources at a time of diminishing public sector resources in order to retain and maintain the best possible library services for citizens
3. Use pooling of expertise to support development of new approaches and flexible systems that will support local variation and identity
4. Savings for partners from benefits derived from economies of scale
5. More intensive use of stock and online resources, leading to greater return on investment

## Benefits for the community:

- ~~1. Increased customer access, choice and control~~
2. Seamless access paths to library resources
3. Increased personalisation of access and use of library and information services
4. Consistency and harmonisation of services
5. Breadth of choice is retained even though local funding may be squeezed

## Integral to the partnership is the commitment of partners to:

1. Share a timetable with agreed milestones
2. Recognise individual partners requirements
3. Share investment of staff and other resources to procure the shared infrastructure at the heart of the partnership
4. Recognise the high level of overlap between service direction across authorities
5. Commit to improved customer benefit

## Commencement and duration

1. This is an ongoing agreement which is to be reviewed annually at each SPINE Annual General Meeting
2. With an alignment of contract renewal dates for the Library Management System

## Full members and Associate Members

### Definition

1. Full members of SPINE are those members which have joined the single entity database of the Library Management System
2. Associate members of SPINE are those members which intend to join the single entity database of the Library Management System when their business case is proven

## Obligations of SPINE Members

1. Members will attend all SPINE board meetings. Two attendees per member
2. Ensure that attendees at Board meetings have authority to take an active part in decision making and agree decisions of the SPINE board
3. Act within the spirit of the consortium
4. Abide by decisions of the SPINE board
5. Full members will act as a single entity for the benefit of its customer
6. Full members will accept membership cards from other full members



7. Full members will accept the return and renewal of items borrowed from other full members and ensure their return to the relevant places

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8. Full members, subject to exclusions agreed by the SPINE board will make available items for loan
9. Full members will align all policies and procedures of the shared and integrated Library Management System
10. Abide by the cataloguing policies agreed by the SPINE board
11. Full members will assess/review the costs of consortium lending and agree recharges where appropriate
12. Contribute to a shared public facing SPINE web presence
13. Participate in a SPINE Annual General Meeting and in the creation of a SPINE action plan

## Who can join SPINE?

SPINE is keen to grow and encourages new members joining. Some key principles are:

1. That all library services (however constituted) will operate with the same library management system, with the intention that they will share a database where there is a suitable business case to do so.
2. That members join with a letter of intent to the Board that agrees the principles and aims of SPINE and that members will work towards them, actively building the efficiencies and benefits of SPINE.

## Financial Arrangements

1. It is free to join SPINE but there will be consideration of the need for SPINE members to contribute to a fund to support project development work, to be decided at SPINE Board meetings

## Termination of agreement

1. Members will give 12 months' notice of their intention to leave SPINE
2. Full members who leave will pick up the costs incurred to remaining members in disaggregating data from the single entity database

## Constitution of the Board

### SPINE Board

1. The SPINE board is the decision making body in matters relating to the management and strategic direction of SPINE

2. Each member of SPINE has equal representation on the SPINE board and is entitled to appoint its Head of Service (or equivalent) and one other person to the Board
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3. Board meetings will also be attended by the Chair of the SPINE Operations Group
  4. Meetings will be held 4 times each year
  5. Venue location will be rotated amongst the members
  6. An AGM will be held in November each year
  7. The board will develop an annual action plan to be agreed in November each year
  8. The LMS supplier will be invited to an annual review meeting with the Board each year
  9. The quorum for Board meetings will be one member from each SPINE member
  10. The chair of the board will circulate the agenda for SPINE board meetings and the host venue will be responsible for minutes
  11. Membership of the board and attendance at meetings is the mechanism for SPINE members to engage with decisions and make changes to the arrangements and organisation of SPINE
  12. The board will review performance of SPINE with a range of data including the exchange of stock

## Chair of the Board

1. The board will be chaired on a rota basis
2. The chair will have a three year tenure
3. The chair will be a full member
4. The chair will have the following responsibilities
  - a. To represent the views of SPINE as appropriate
  - b. Ensure that the meetings of the board are conducted competently and efficiently
  - c. Use best endeavours to ensure that decisions reached by the Board promote the objectives of SPINE
  - d. Arrange meeting dates

## SPINE operational Group

1. The board has established a SPINE operations group
2. The terms of reference of the operations group can be found at appendix 1

## Decisions

The following decisions require a unanimous vote from each Member of SPINE

1. Any variation of a term in this agreement (once agreed by the Board)
  2. Any decision to terminate SPINE
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3. A decision to change the status of SPINE
  4. Decisions which incur expenditure by all members
  5. Joining of new partners to SPINE

The chair will have the casting vote

## Appendix 1: SPINE Operations Group

### TERMS OF REFERENCE

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1. The Group shall nominate a Chair from its Members.
2. The Chair will normally change every year.
3. The Chair will ensure regular meetings and report back to the Board.
4. The Board will commission tasks for the Group to carry out.
5. The Group shall recommend courses of action for the Board.
6. The Group will act as an information sharing and support network.
7. The Group will develop shared pieces of work and be proactive about service improvements.
8. The Group will own the roadmap for integrated working or other partnership initiatives as directed by the Board.
9. The Civica Account meetings will be separate to the Group meetings, as the Group will have wider responsibility than the Library Management System on occasions.