

# The Quality in Careers Standard >>>>

## THE CONSTITUTION OF THE CONSORTIUM (approved revision 28<sup>th</sup> February 2019)

1. NAME: **THE QUALITY IN CAREERS CONSORTIUM**
2. STATUS: **Unincorporated Association (hereinafter referred to as “The Consortium”)**
3. AIMS AND OBJECTS OF THE CONSORTIUM:
  - 3.1.1 To oversee the establishment and maintenance of the © **“Quality in Careers Standard”** as *the* single national quality award for Careers Education, Information, Advice and Guidance (CEIAG) for schools, colleges and work-based learning providers (*primarily but not exclusively in England*).
  - 3.1.2 To oversee the implementation of all matters related to assessments for, and the awarding of, the © **“Quality in Careers Standard”** - including establishing, maintaining, and monitoring a network of **licensed awarding bodies**.
  - 3.1.3 To promote, keep under review and oversee all matters related to the further development of the © **“Quality in Careers Standard”**.
4. THE CONSORTIUM AND THE BOARD:
  - 4.1 The Consortium shall comprise the leading stakeholders in the CEIAG sector in England namely **the Association of Colleges (AoC), the Association of School and College Leaders (ASCL), the Career Development Institute (CDI), Careers England (CE), the National Association of Head Teachers (NAHT), and the Sixth Form Colleges Association (SFCA)**.
  - 4.2 The Consortium shall appoint a Consortium Board to be the responsible ‘governing body’ for the Consortium.

5. COMPOSITION OF THE CONSORTIUM BOARD:

5.1 Members: The Board shall be appointed by nominations from the Consortium stakeholders as follows - a single nomination from each of:

- the Association of Colleges,
- the Association of School and College Leaders,
- Careers England,
- the National Association of Head Teachers, and
- the Sixth Form Colleges Association;

plus, two nominations from the Career Development Institute (*these shall be one each from what is constitutionally referred to as the 'careers educator' constituency and from the 'careers adviser' constituency of the CDI*).<sup>1</sup>

5.2 Additionally appointed members: The Board may appoint additional individual members to serve on the Board – this shall be by specific invitation of the Board where individuals may personally bring expertise<sup>2</sup> to add value to the Board: to be known as “*additionally appointed members*”.

5.3 Chair: The independent Chair of the Board shall be appointed by the Consortium by invitation<sup>3</sup>.

5.4 Secretary: The Consortium shall appoint an Organising Secretary to serve as a non-voting member of the Board and to act as the Quality in Careers Director.

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<sup>1</sup> When the Consortium was first established in February 2012, seats on the Board were provided for the Association for Careers Education & Guidance (ACEG), the Institute of Career Guidance (ICG) and the Careers Profession Alliance (CPA). When the work of the CPA was completed, and the CDI was formed leading to the closure of ACEG & the ICG, the Membership of the Board was amended in May 2013 to take account of this.

<sup>2</sup> The Board may invite individuals with personal professional expertise (for example in careers education and guidance) as well as seeking representational involvement (for example) from particular sectors of the business community, the Independent Schools sector and the higher education sector.

<sup>3</sup> The founding Chair was Dame Ruth Silver, who was succeeded by Dr Barrie Hopson.

5.5 Term of Office: The term of office of members of the Board shall be determined by the nominating Consortium stakeholder - or by the Board in the case of an additionally appointed member, by the Organising Secretary, and the Chair. The term shall normally be for a period of up to 3 years from the date of appointment. Members may be reappointed for a further term(s) at the determination of the nominating Consortium stakeholder - or in the case of an additionally appointed member by the Board. The Consortium shall appoint the Chair and the Organising Secretary/Quality in Careers Director on such terms, and may review these appointments, as it deems fit.

5.6 Resignations: Members of the Board may resign by notice in writing to the Chair of the Board and to the Organising Secretary. Upon acceptance of a resignation, if appropriate, the Board shall invite the nominating Consortium stakeholder to put forward a new nominee.

5.7 Terminations: Membership of the Board may be terminated by a majority decision of the Board if in the reasonable opinion of the Board any member is failing properly to discharge the duties of the office by reason of non-attendance, conduct or otherwise. The termination of an individual's membership of the Board, if he/she was appointed initially by a Consortium stakeholder, shall not terminate the membership of the nominating organisation from the Consortium, which shall be invited to nominate a replacement nominee.

5.8 Substitutes: Each member (*other than additionally appointed members appointed in accordance with 5.2 above*) shall be entitled to nominate a substitute from his/her nominating Consortium stakeholder organisation should they, by exception, be precluded from attending the Board. Substitute members may not attend when the nominated member attends. Substitute members may vote at meetings where they do attend.

5.9 Observers: The Board may also invite representatives from key organisations such as the Department for Education, Ofsted, the Independent Schools Inspectorate, and the Careers & Enterprise Company to attend Board meetings as non-voting observers. In addition, the Board may invite a representative of the licensed awarding bodies for the © "**Quality in Careers Standard**" to attend meetings in a participant non-voting observer capacity.

## 6. POWERS & DUTIES OF THE BOARD:

6.1 Governance: The Board shall act as the governing body for the Consortium's affairs and shall have executive powers which it may choose to delegate to the Organising Secretary/the Quality in Careers Director, to the Chair or to a Committee appointed by the Board as it sees fit.

6.2 Enabling host legal entity: The Board shall ensure that a Memorandum of Understanding is in place between the six organisational members of the Consortium appointing the CDI to act as the "enabling host legal entity". The MOU shall become an integral part of the Constitution

and shall form Appendix 2 to the Constitution. The Board shall not delegate its governing responsibilities for the stewardship of the Quality in Careers Standard to the enabling host legal entity.

6.3 Accounts: The Board shall be responsible for ensuring that all fiduciary matters concerning the Consortium and the © “**Quality in Careers Standard**” are discharged in an appropriate manner<sup>4</sup>. Annual accounts shall be presented to the Board for approval<sup>5</sup>. The Board shall determine its policies for the reimbursement of approved expenses where members of the Board are unable to reclaim these from their nominating Consortium stakeholder organisation; and the Board may determine such arrangements as it deems fit to recognise and reward the work of the Organising Secretary/Quality in Careers Director.

6.4 Decision-making: Decisions made by the Board shall be by resolutions made by simple majority decision, with the Chair of the Board having a second casting vote if required. For the purposes of decision-making, the quorum for the Board shall be three voting members (see 5.1, 5.2 and 5.3 above). Decisions may be taken in face-to-face meetings, by correspondence or by teleconference at the discretion of the Chair of the Board or, by exception, in his absence by determination of the Organising Secretary.

6.5 Declarations of interest: No voting member of the Board shall be directly involved with any of the **licensed awarding bodies** for the © “**Quality in Careers Standard**” in England, to avoid any potential conflict of interest. “Direct involvement” shall be deemed to mean “employee, owner, partner, director or shareholder of a licensed awarding body”. All members of the Board shall declare any other interests prior to meetings; and the Organising Secretary shall maintain a **Register** of declared interests (see Appendix 1).

6.6 Rules: The Board shall determine from time to time its operating protocols and rules. These shall be recorded by the Organising Secretary and made public via the Quality in Careers website.

6.7 Public accountability: The Board shall ensure that public matters related to the Consortium and the © “**Quality in Careers Standard**” are freely accessible on the Quality in Careers website ([www.qualityincareers.org.uk](http://www.qualityincareers.org.uk)). As determined from time to time by the Board, there shall either be an

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<sup>4</sup> *The Board has resolved to appoint the CDI as the “enabling host legal entity” for the Consortium so that legal arrangements may be made to enter into financial contracting with potential funding bodies such as the Department for Education. The terms of this arrangement are set out in the MOU which appears as Appendix 2 to this Constitution. In addition, the CDI will provide (for annually agreed fees) financial services to the Consortium Board.*

<sup>5</sup> *Whilst the year-end for trading purposes shall be 31<sup>st</sup> March each year, the first trading period covered the period from 1<sup>st</sup> January 2012-31<sup>st</sup> March 2013.*

annual public report on the activities of the Board and the operation of the © “Quality in Careers Standard”, and/or the Organising Secretary shall maintain a record of all decisions taken at each Board meeting – as ‘Notes of the Meeting’ of the Board - which shall be posted as a ‘public’ record on the Quality in Careers website (see also 6.8 below).

6.8 Confidentiality: Where confidential notes of discussions and decisions are deemed essential for any reason by the Board, these shall not be made public, but shall be retained by the Organising Secretary as a ‘private’ confidential record for the Consortium and the Consortium Board.

7. ALTERATIONS TO THE CONSTITUTION:

This Constitution may only be altered by resolution of the Board by a two-thirds majority.

8. DISSOLUTION OF THE CONSORTIUM:

8.1 The Consortium may be dissolved by a two-thirds majority of the Board (for example, if a change in government policy, an inadequacy of funding, or any other reason should cause the Board to consider that the continued operation of the Consortium becomes unviable).

8.2 Such resolution may give instructions for the disposal of any assets held by or in the name of the Consortium, provided that if any property remains after the satisfaction of all debts and liabilities, such property shall not be paid to or distributed among the members of the Consortium but shall be given or transferred to such other charitable institution or institutions having objects similar to some or all of the objects of the Consortium, and if and in so far as effect cannot be given to this provision then to some other charitable purpose to be determined by the Board by a resolution passed by a simple majority of those present and eligible to vote.

*As originally approved by the Board on 8<sup>th</sup> February 2012; amended 14<sup>th</sup> May 2013;  
amended 2<sup>nd</sup> March 2017; amended 6<sup>th</sup> October 2017; amended 14<sup>th</sup> August 2018;  
and further amended by the Board on completion of the MOU by the Consortium members on 28<sup>th</sup> February 2019.*

**Appendix 1: Register of Interests 2019 – The QUALITY IN CAREERS CONSORTIUM**

Name of Member of the Consortium Board:

**BUSINESS INTERESTS (including direct involvement with Licensed Awarding Bodies for the Quality in Careers Standard)**

<i>Name of Business</i>	<i>Nature of Business</i>	<i>Nature of Interest</i>	<i>Date of Appointment or Acquisition</i>	<i>Date of Cessation of Interest</i>	<i>Date of Entry</i>

I certify that I have declared all beneficial interests which I, or any person closely connected with me, have with businesses or other organisations which may have dealings with the Consortium Board.

**OTHER PROFESSIONAL & PERSONAL INTERESTS (including indirect involvement with Licensed Awarding Bodies for the Quality in Careers Standard e.g. occasional speaker at events for awarding bodies)**

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**RECORD OF REVIEWS** (Organising Secretary for the Consortium must distribute this form to the respective members of the Consortium Board for amendment as necessary and signature annually)

Date and Signature	
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- Board members are reminded that completion of this form does not remove the requirement upon them to disclose orally any interest at any specific meeting of the Board and to offer to leave the meeting for that agenda item at the Chairman’s request.
- Nil returns are required where appropriate.

APPENDIX 2: MEMORANDUM OF UNDERSTANDING

THE QUALITY IN CAREERS CONSORTIUM

Memorandum of Understanding: 28<sup>th</sup> February 2019

“Establishing an enabling host legal entity for the Consortium”

Memorandum of Understanding

Between

The Association of Colleges (“Consortium Member”)

and

The Association of School & College Leaders (“Consortium Member”)

and

The Career Development Institute (“Consortium Member”)

and

Careers England (“Consortium Member”)

and

The National Association of Headteachers (“Consortium Member”)

and

The Sixth Form Colleges Association (“Consortium Member”)

**This Memorandum of Understanding (MOU) sets out the terms of the agreement between the six Consortium Members above (acting as the Quality in Careers Consortium) to invite one of the six Consortium members - the Career Development Institute (CDI) - to act as the “enabling host legal entity” for the Consortium.**

**Once established, the MOU shall authorise the Consortium Board to agree on the terms of an annual “service level agreement” (SLA) with the CDI for the agreed services to be provided.**

## **1. Background**

- 1.1 The Quality in Careers Consortium is an unincorporated association comprising the six Consortium Member organisations above. The Consortium is governed by a formal Constitution.
- 1.2 The Constitution provides for the strategic affairs of the Consortium, principally the stewardship of the Quality in Careers Standard, to be dealt with by an appointed Consortium Board (including the Organising Secretary to the Consortium).
- 1.3 Whilst an unincorporated association is unable to enter into a legal arrangement to receive any funding from the Department for Education or any other third party, the Board has been involved in discussions with the DfE concerning potential future funding for the Consortium’s stewardship of the Quality in Careers Standard.
- 1.4 As a result, to enable the DfE potentially to contract with the Consortium, either one of the six legal entities comprising the Consortium would need to act as the “enabling host legal entity” for the Consortium, or the Consortium would need to incorporate itself into a company limited by guarantee.
- 1.5 The Board has resolved that its preferred option is to invite the CDI to act as the “enabling host legal entity” for the Consortium.
- 1.6 The Board wishes to offer its appreciation to the CDI for its readiness to become the “enabling host legal entity” for the Consortium and has duly prepared this MOU for approval and signature by the CDI and the other five-member organisations of the Consortium.

## **2. Purpose**

- 2.1 This MOU shall authorise the CDI - acting on behalf of the Consortium as its “enabling host legal entity” - to enter into a legal arrangement for any potential funding with the DfE (subject to the DfE offering any such funding) for the Consortium’s stewardship of the Quality in Careers Standard.
- 2.2 Once agreed, the MOU shall become an integral part of the Constitution which shall be revised (by the Organising Secretary to the Consortium) and presented to the Consortium Board for approval.
- 2.3 Following the establishment of the MOU, the Consortium Board shall then agree on the terms of an SLA with the CDI for the agreed services to be provided. *{The nominees of the CDI serving on the Consortium Board shall be required to declare their ‘interest’ in the*



*consideration of the proposed SLA and shall not vote upon the matter should a vote be taken at the Board meeting considering the terms of the SLA}.*

3.4 The revised Constitution shall continue to be the primary governing instrument for the Consortium. As well as including the purpose of the MOU and the role of the CDI as the “enabling host legal entity” for the Consortium, the revised Constitution shall make explicit that there shall be “reserved powers” retained by the Consortium Board in respect of all professional matters regarding the stewardship of the Quality in Careers Standard.

### **3. Reporting**

3.1 The Consortium Board shall be accountable to the DfE for its decisions in utilising any funding drawn down from the DfE and shall prepare and submit all such reports as the DfE may require as a condition of the receipt of any funding. Whilst the CDI shall assist the Consortium Board in preparing such reports, the body which shall be accountable to the DfE shall be the Consortium Board.

3.2 The SLA, agreed between the CDI and the Consortium Board, shall specify that the CDI shall undertake to act as directed by the Consortium Board in drawing down any funding from the DfE in respect of the Consortium’s leadership of the Quality in Careers Standard. The CDI shall treat such funding as a ‘restricted fund’ to be used solely as authorised by the Consortium Board.

3.3 The CDI shall undertake to make payments, from any such restricted funds drawn down from the DfE, solely as authorised by the Consortium Board.

3.4 The CDI shall provide the Consortium Board with periodic financial reports in respect of any such restricted funds drawn down from the DfE. The Consortium Board, not the CDI, shall be liable for any expenditure it should authorise which exceeds the level of any such restricted funds from the DfE, always ensuring that the restricted funds account remains in credit.

3.5 The SLA shall include the terms and conditions under which the CDI shall also provide other financial services for the Consortium (as currently provided by Careers England to the Consortium), including the preparation of an annual statement of accounts for the Board itemising the ‘income and authorised expenditure’ both for any DfE funding received and for all other day to day income and expenditure incurred in the running of the Consortium’s affairs in respect of the stewardship of the Quality in Careers Standard (see 4.1).

3.6 The Consortium Board shall be responsible for evaluating the effectiveness and adherence to this MOU and its consequential SLA at the time of consideration by the Board of the annual statement of accounts (see 3.5).

3.7 The Consortium Board acknowledges that the CDI shall wish to undertake its own review of these arrangements. Hence this MOU and the proposed SLA (see 4.1 below) shall be subject to annual review by both the Consortium Board and the CDI separately and together prior to each subsequent annual SLA.

3.8 In the event that the Consortium Board and the CDI should be unable to reach agreement on any future SLA, the termination clause below (5.3) shall apply.

**4. Funding**

- 4.1 The Consortium Board shall agree on an SLA with the CDI on the terms under which this MOU shall be implemented. The SLA shall include the **annual fee to the CDI** for its financial services both as the “enabling host legal entity” for the Consortium and as the provider of other financial services for the Consortium (as set out in 3.2 – 3.5).
- 4.2 This MOU does not constitute a commitment by the Consortium that there shall be any remuneration to the CDI other than the agreed annual fee to the CDI (as set out in 4.1).
- 4.3 In respect of any potential financial liability, the CDI shall have no greater liability than any of the other five members of the Consortium, unless the CDI should act outwith the terms of the SLA and the authorisation of the Consortium Board in respect of any restricted funds drawn down from the DfE, and all other day to day income and expenditure incurred in the running of the Consortium’s affairs in respect of the stewardship of the Quality in Careers Standard.
- 4.4 For the avoidance of doubt, the establishment of this MOU - and its consequential annual SLA agreed by the Consortium Board with the CDI - shall not prohibit the CDI from being enabled to be considered, and/or to bid, for any future contract which the Consortium Board might seek to let for the provision of any other services.

**5. Duration**

- 5.1 This MOU is “at-will” and may be modified by mutual consent of authorised officials from the six Consortium Members in consort with the Organising Secretary to the Consortium.
- 5.2 This MOU shall become effective upon signature by the authorised officials from the six Consortium Members and shall remain in effect until modified or terminated by any one of the Consortium Members by the mutual consent of all six members of the Consortium.
- 5.3 In the absence of mutual agreement by the authorised officials from the six Consortium Members upon any matter concerning the MOU and its consequential SLA, the Consortium Board shall terminate this MOU.

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**Signed on behalf of:**

**The Association of Colleges**

Date: 7<sup>th</sup> February 2019

Authorised Consortium Member signatory name (in capitals) and position

CATHERINE SEZEN (Senior Policy Manager)

Consortium Member signature



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**The Association of School & College Leaders**

Date: 8<sup>th</sup> February 2019

Authorised Consortium Member signatory name (in capitals) and position

STEPHEN KIND FCCA (Director of Finance)



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Consortium Member signature

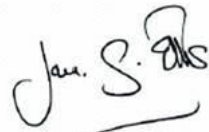
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**The Career Development Institute**

Date: 25<sup>th</sup> January 2019

Authorised Consortium Member signatory name (in capitals) and position

JAN ELLIS (Chief Executive)



Consortium Member signature

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**Careers England**

Date: 27<sup>th</sup> January 2019

Authorised Consortium Member signatory name (in capitals) and position  
STEVE STEWART (Executive Director)



Consortium Member signature

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**The National Association of Headteachers**

Date: 28<sup>th</sup> February 2018

Authorised Consortium Member signatory name (in capitals) and position  
PAUL WHITEMAN, General Secretary



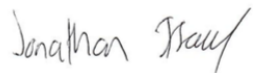
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**The Sixth Form Colleges Association**

Date: 12<sup>th</sup> February 2018

Authorised Consortium Member signatory name (in capitals) and position  
JONATHAN ISAACS, Policy & Membership Services Manager



Consortium Member signature

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