

ESSEX MUSIC SERVICES – TERMS AND CONDITIONS

as at Wednesday 6th March 2019

Whilst this document is not exhaustive, the majority of terms and conditions below rely on best practice and good communication between the Parent(s)/Carer(s), the School and its representatives, the Tutor, and Essex Music Services.

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1 ADMINISTRATION

1.1 CONTRACT (INCLUDING FEES AND INVOICING)

1. All lessons requests must be made through the SpeedAdmin software system.
2. The School will arrange for payment for these lessons with the Parent/Carer(s) directly.
3. Each termly invoice is usually for 10 lessons, but there may be more or fewer than 10 lessons per term by prior arrangement as outlined below.
4. At this time our process is:
 - a. Parents/Carers request lessons through SpeedAdmin;
 - b. The School approves or rejects the request on their SpeedAdmin dashboard;
 - c. This notifies the Tutor of a new student, although good communication between School and Tutor should mean that a conversation is already in place regarding new students;
 - d. The School collects payment from the Parent/Carer(s);
 - e. Essex Music Services invoices the School according to the data held within SpeedAdmin.
 - f. When the Parent/Carer(s) requests to cancel a lesson, the School should use the discontinue feature on their SpeedAdmin dashboard.
5. Credit will only be due if Essex Music Services cannot supply any session, e.g. owing to Tutor illness. Credit will normally be applied to the School's next invoice.
6. Credit will not be given if students are absent from or late for lessons for any reason or if firm arrangements have been agreed between the School and Tutor to make up lost sessions.
7. Tuition and hire fees are invoiced three times a year.
8. We provide 30 lessons during the School year, although this can be increased by arrangement.
9. Fees are payable in full until the end of the term in which notice to end the contract has been given.
10. Essex Music Services will endeavour to fulfil all requirements but if no Tutor is available we will inform the School as soon as practically possible.
11. Specific Parent/Carer obligations include:
 - a. Once the Parent/Carer has registered for tuition, they are liable to pay the School for at least one term's tuition.
 - b. The Parent/Carer(s) is responsible for registering tuition via SpeedAdmin.
 - c. The Parent/Carer(s) is responsible for paying the School for tuition as prescribed by the School.
 - d. To cancel lessons, the Parent/Carer(s) should notify the School according to the notice periods set out below.

1.2 LESSON LENGTH

1. Individual lessons are at least 15 minutes in length, preferably longer.
2. Group lessons should be at least 20 minutes for two students or 30 minutes for three students or more.
3. Tuition is provided only for students at the School (staff members wishing to take lessons should make private arrangements with the Tutor concerned)

1.3 ABSENCE

1. It is not the responsibility of Tutors to ensure students attend lessons; however, every effort will be made to encourage good attendance.
2. We advise that Schools supply Tutors with a copy of the School diary/calendar at the beginning of each term, or ideally in advance, and also copying them into School newsletters; however this does not in itself constitute notification of events, which must be explicitly discussed with the Tutor(s) affected.
3. It is the School's responsibility to notify Tutors of days where students will not be available for lessons.
4. Where the diary/calendar is online, it is the School's responsibility to ensure that the Tutor is kept up-to-date with appropriate changes.
5. Events which affect Tutors (e.g. Non-Student Days, School trips, exams etc.) should be expressly notified to them at the beginning of term where possible, and in any case no later than two weeks before, so that the session can be rearranged.
6. If less than two weeks' notice of an event is given, no credit will be due if the Tutor is unable to offer an alternative date.
7. If the Tutor is not notified of an event until they arrive on the day, they should teach any students who are available but may require the School to alter the timetable for that session. There will be no further expectation on the part of Essex Music Services that the Tutor makes up the session.
8. Refunds cannot be given for non-attendance of students – this includes, but is not limited to, School trips, illness, or forgetfulness
9. Where appropriate, lessons may be taken in advance; for example in the run up to exams, or before a long scheduled absence and time taken off in lieu afterwards. Such requests are at the discretion of the Tutor.
10. Please note that Tutors will do what they can to help students catch up lessons but in the case of a student falling more than 3 lessons behind it will probably not be possible to catch every lesson up.
11. Where a Tutor is absent, providing Essex Music Services is notified within good time, which according to the nature of the sickness, will aim to provide a cover teacher.
12. Our Tutors are entitled to sick pay and are not obliged to make up the days they are off sick.
13. Essex Music Services follows the guidelines set out in Essex County Council's, Managing Sickness Absence Policy (full copies available on request).

1.4 NOTICE PERIODS

1. If a student withdraws from lessons during the term the full term must be paid for.
2. No refunds will be given: the agreement is binding and will continue until it is cancelled, in writing, according to the dates below.
3. Notice to withdraw from lessons must be received by Essex Music Services in writing from the School by the following dates:
 - a. October half term to stop lessons at the end of the Autumn term (late December)
 - b. February half term to stop lessons at the end of the Spring term (late March/early April)
 - c. May half term to stop lessons at the end of the Summer term (late July/early August)

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4. If notice to withdraw is received after this time, the School and/or the Parent/Carer(s) will be required to pay the full term's fees.
5. Verbal notification by students or the Parent/Carer(s) to Tutors will not be accepted.
6. Schools can update the cancellation of lessons within SpeedAdmin (under 'Discontinue' lessons on the Dashboard).
7. In the interests of fair practice, notice periods are the same for Schools as they are for Tutors.
8. We understand that on occasion there may be exceptional circumstances under which lessons may stop, be the cause the Tutor, the School, the Parent/Carer(s), or the student. These circumstances will be examined by the Schools' Instrumental Music Lead Officer on a case-by-case basis.
9. Where a student changes Schools during term, it might not be possible to make a like-for-like fit with the new School; in this circumstance each case will be examined by the Schools' Instrumental Music Lead Officer on a case-by-case basis.

1.5 ADMINISTRATIVE RESPONSIBILITIES

1. Schools working with Essex Music Services must return any information requested (Statistical Analysis, surveys, forms etc) as soon as possible, and certainly by the date requested.
2. Essex Music Services will endeavour to communicate such requests in good time.
3. Statistical returns particularly are vital for us to demonstrate the range of our work and to justify our use of the external funding we receive.
4. Our main data return to Arts Council England is in October each year (covering the previous academic year).

2 SAFEGUARDING

2.1 SAFEGUARDING AND CHILD PROTECTIONS

1. **Education Safeguarding matters should be addressed without delay to Charly Richardson, Music Services Lead Officer, or in his absence, John Hutchings, Schools' Instrumental Music Lead Officer.**
2. Tutors are required to attend Level 2 Safeguarding Training at least once every two years, and to read attached policies on an annual basis.
3. These policies include:
 - a. Essex Music Service & Essex Music Education Hub's Safeguarding and Conduct Policy,
 - b. Essex County Council's Code of Conduct
 - c. Essex County Council's Disciplinary Policy and Standards
 - d. Keeping Children Safe in Education
 - e. What to do if you're worried a child is being abused.

2.2 SCHOOL SINGLE CENTRAL RECORD REQUESTS

1. Schools requiring information to update their Single Central Record, usually regarding safeguarding and pre-employment checks, should contact the Schools' Instrumental Music Lead Officer.

2.3 SCHOOL POLICY DOCUMENTS

1. Schools are responsible for ensuring Essex Music Service Tutors are provided with the appropriate policy documents for each School regarding to behaviour, code of conduct, safeguarding, and similar areas affecting their work.

2.4 IDENTITY CARDS

- All Essex Music Service Tutors carry Essex County Council Identity Cards, featuring their name and a photograph for identification purposes.
- If staff at a School have a query regarding a Tutor's identity, they should in the first instance contact Essex Music Services on the general office number at 0333 013 8953.

2.5 DBS CERTIFICATES AND UPDATE SERVICE

1. Essex Music Service Tutors are registered with the DBS Update Service, as paper certificates are being phased out.
2. They can be checked 'live' on the DBS Update Service.

3 ON-SITE REQUIREMENTS

3.1 ACCOMMODATION

1. Ideally Tutors should expect adequate space, quiet, warmth and ventilation.
2. The teaching room must have a window in the door for reasons of education safeguarding.
3. If the teaching space is not adequate, the Tutor will raise this with the School in the first instance but may bear in mind that few Schools have space to spare and there may not be any alternative.
4. We can attempt to help with ongoing issues but there will be a limit to what we can achieve without effective cooperation.

3.2 HEALTH & SAFETY / ACCIDENTS

1. Tutors that suffer accidents at work should report it to the School, where it is the School's responsibility to ensure that the correct policies are available to Tutors, and that the appropriate measures are in place for reporting the accident.
2. Tutors suffering an accident at work, no matter how minor, are obliged to fill in an 'Accident/Near Miss/Ill Health Report Form'.

3.3 SPECIAL EDUCATIONAL NEEDS AND DISABILITIES (SEND)

1. Tutors are entitled to ask a School for SEND details of their students where these are not provided in the first instance, as well as reasonable information that enables a Tutor to work to the best of theirs, and the student's ability.
2. Tutors are also likely to spot indicators within students that might lead to requiring SEND support for the student; these should be fed back to the School.
3. The service is proud of its reputation with regards to SEND and inclusion, and endeavours to provide additional training and support for Tutors in this regard, for example how best to work with pupils with ASD.

3.4 ORGANISATION OF TIMETABLES

1. An effective timetable system relies on good communication between the School, the Head of Music/Music Coordinator/Business Manager, the Tutor, and where appropriate Essex Music Services.
2. Some Schools leave timetabling to the Tutor, in which case it is important that as mentioned above, any change in dates or student absence are notified as soon as possible.
3. For those Schools that administer the timetable for the Tutor, it is imperative that good communication between all parties exists so that the outcome, which is the musical tuition and progress of the student, is unhindered.
4. Tutors which are delayed (e.g. at a previous School or because of traffic) are advised to safely telephone the School as soon as possible with an estimated time of arrival.
5. In this circumstance, Tutors should still endeavour to give all their students their full lesson time or arrange to attend another time in order to do so.

3.5 REGISTERS

1. Most Schools have a register of attendance kept on the premises; it is the School's responsibility to provide registers for Tutors.
2. If the School does not have its own system already in operation Tutors are advised to create their own register.

3.6 REPORTS

1. Schools requesting Tutors to write reports must communicate this in writing to the Tutor(s) at the start of term.
2. Tutors are not expected to provide a full report every term.
3. Those teaching Play-It! are specifically paid an enhanced rate for termly class reports which are sent to the School and to the Schools' Instrumental Music Lead Officer.
4. When students are progressing on well it may be that the Tutor discusses with the School and/or the Head of Music/Music Coordinator/Business Manager that it may be worth letting the Parent/Carer(s) know that there is the option to have longer lessons (paid for).
5. Where a student is not making sufficient progress, Tutors will discuss this with the School and/or the Head of Music/Music Coordinator/Business Manager as to what steps can be taken.
6. For this reason it is paramount that Tutors are equipped with the appropriate knowledge in terms of SEND etc from the School in order to be able to carry out their role to the best of their ability.

3.7 TEACHING OUTSIDE OF NORMAL SCHOOL HOURS

1. Teaching on the School premises outside of School hours can be arranged providing there is agreement between the Tutor and the School.
2. It is the School's responsibility to inform the Tutor as to communication regarding who is still on the premises, how to get help if needed, and what arrangements are being made for students' security while they are waiting.
3. Additionally, whilst the Tutor has a duty of care to their students, the School is responsible for the arrangements and processes where, for example a parent/carer is late collecting their child.
4. Where this becomes a regular occurrence, the Tutor will raise this with Essex Music Services and the School.
5. Our Tutors should not start so early that their first student would be unsupervised between the end of their lesson and the start of the School day.

3.8 EXAMINATION ENTRIES

1. Essex Music Services enjoys good relationships with all exam boards, and does not prescribe or recommend any particular examining board.
2. It is the onus of the School and the Tutor to discuss the administration and costs involved in taking music exams with the Parent/Carer(s) before a student is entered.

3. Where additional costs may arise (which may include but is not limited to: accompanist, aural training, transport to and from the examination centre), these must also be communicated to the Parent/Carer(s) at the earliest opportunity.
4. The School and/or the Head of Music/Music Coordinator/Business Manager and the Tutor will discuss who is responsible for entering the student for their exam, and how costs are recovered as appropriate.
5. It is worth bearing in mind that Essex Music Services hosts some exams in our Music Schools, more details of which are available on our website.

3.9 AREA MUSIC FESTIVALS AND SCHOOL CONCERTS

1. Where a student is to be entered for a music festival/competition, the School and/or the Head of Music/Music Coordinator, the Tutor, and the Parent/Carer(s) of the student must be in agreement before the student is entered.
2. We are very happy to share details of success via our Social Media routes so that we can support Schools, Tutors and students in celebrating success appropriately.
3. Where Essex Music Service Tutors are asked to organise or support events at Schools, this will incur an extra charge.
4. Schools can book extra time through Essex Music Services to cover the event(s) Tutors may have been asked to organise.

4 QUALITY ASSURANCE

4.1 VACANCIES AND SELECTION CRITERIA

1. Requests for Tutors at a School must be made to the Schools' Instrumental Music Lead Officer and/or Schools' Instrumental Music Coordinator.
2. Schools are not to approach our Tutors directly without going through the Service.
3. Where Schools have a desire for a particular Tutor, they may discuss that with the Service.
4. Once a selection has been made, we will notify the School as appropriate.
5. Where we do not have a Tutor available, we will advertise and interview for the role.

4.2 MENTORING PROCESS

1. Our Tutors are mentored using the Effective and Teaching Learning Framework developed Essex Music Services, Southend-on-Sea Music Services, Thurrock Music Services, Trinity College London, and Canterbury Christ Church University.
2. The process focuses on six key areas:
 - a. The language of every session is music;
 - b. Students are fully engaged in learning;
 - c. All students are included in learning;
 - d. Creative approaches to teaching and learning allow students to develop holistically as musicians;
 - e. Students make clear musical progress in every session and over time;
 - f. Teachers and students will engage in continual assessment of progress.
3. Essex Music Services Managers or Tutor Mentors may visit the School to observe Tutors from time to time for purposes of monitoring and quality assurance.
4. Each Tutor is visited once per year per role, so one Tutor might receive a visit for 1-to-1 tuition, First Access, ensemble work etc.

4.3 SATISFACTION / COMPLAINTS

1. Day to day issues and queries are often easily resolved between the School and the Tutor.
2. In most cases where the issue can be resolved by a conversation between those involved, with the teaching relationship continuing in a more positive way.
3. In the unlikely event of more serious issues and complaints, these should be addressed to the Schools' Instrumental Music Lead Officer.
4. Essex Music Services:
 - a. takes all complaints made against Tutors and staff seriously.
 - b. has a duty of care to students, Schools, Parents/Carers, and Tutors.
 - c. has a priority is to ensure the wellbeing and safety of all involved.
5. After appoint an appropriate investigating manager, the manager will seek to establish fact, consult as appropriate, and follow the relevant policies and guidance, including Essex County Council's 'Improving Performance' Policy.

5 USER AGREEMENTS FOR SPECIFIC SERVICES

For the Services listed below, the following applies:

1. By requesting this service you agree to pay Essex Music Services for the hours/weeks stated in your invoice, less any free element assessed by Essex Music Services;
2. Details of Tutor(s) and hours will be kept on SpeedAdmin, visible on the School's SpeedAdmin dashboard.
3. The School will be responsible for providing a good and suitable space for teaching/the event;
4. The School will be responsible for providing a good and suitable parking space for the Tutor as often they will be carrying heavy equipment;

5.1 PLAY-IT!

1. The terms of the Play-It! (10 free lessons of 45 minutes each with a specialist Tutor) are, in addition to the terms and conditions above, as follows:
 - a. Lesson length must be a minimum of 45 minutes per class per week;
 - b. Essex Music Services pays the Tutor an additional 15 minutes of preparation time;
 - c. Classes must be taught on the same day within the same term;
 - d. The maximum number of students is 30 per class – any increase to this must be detailed at the time of sign up;
 - e. A classroom teacher must be present throughout the sessions;
 - f. The standard number of sessions is 10 weeks per term;
 - g. Amendments to the setup of Play-It! can only be accepted in writing, and must be agreed with the Tutor in advance as per the Terms and Conditions as above;
 - h. Credit will be given if the Tutor is unable to fulfil the contract for any valid reason, e.g. Tutor illness/absence (credit will usually be applied to your next invoice).
 - i. Play-It! Tutors are specifically paid an enhanced rate for termly class reports which are sent to the School and to the Schools' Instrumental Music Lead Officer.

5.2 PLAY-IT! AGAIN

1. The terms of the Play-It! Again (10 lessons of 45 minutes each with a specialist Tutor) are, in addition to the terms and conditions above, as follows:
 - a. Lesson length must be a minimum of 45 minutes per class per week;
 - b. Ideally classes must be taught on the same day and within the same term;
 - c. A classroom teacher must be present throughout the sessions;
 - d. The maximum number of students is 30 per class – any increase to this must be detailed at the time of sign up;
 - e. The standard number of sessions is 10 weeks per term;
 - f. Additional sessions and their cost can be agreed at the time of signing up;
 - g. Amendments to the setup of Play-It! Again can only be accepted in writing, and must be agreed with the Tutor in advance as per the Terms and Conditions as above;
 - h. Credit will be given if the Tutor is unable to fulfil the contract for any valid reason, e.g. Tutor illness/absence (credit will usually be applied to your next invoice).
 - i. Play-It! Again Tutors are specifically paid an enhanced rate for termly class reports which are sent to the School and to the Schools' Instrumental Music Lead Officer.

5.3 BAND-IT!

1. As part of delivering Band-It!, the School (or representative) will be required to sign a loan agreement for equipment used, for which the conditions are:
 - a. Essex Music Education Hub agrees to loan [name of School] the listed equipment in below, on a free loan under the following terms and conditions of loan:
 - i. The School will keep and use the equipment listed below to only support the delivery of Band-it! and not for any other purpose within the School delivery and should the delivery of Band-it! cease, then the full list of equipment will be expected to be returned in the manner it was received.
 - ii. The School will not remove the equipment to any other site or allow it to be removed from the School's premises unless it first obtains written consent from Essex Music Education Hub.
 - iii. The School will use the equipment in accordance with its intended purpose only.
 - iv. The School will ensure that the equipment is stored in a safe place which can be accessed by visiting EMEH Band-It! Tutors. Any rehearsing carried out in-between sessions will be done at the Schools risk and will be overseen and monitored by School staff.
 - v. Risk of any loss or damage to the equipment will become the responsibility of the School on delivery to the School and will remain with the School until the equipment has been returned to Essex Music Education Hub. The School will insure the equipment for its full re-instatement value.
 - vi. The School will keep the equipment in good condition and repair (fair wear and tear excepted) throughout the duration of the loan and will be liable for the costs and expenses of maintaining and repairing the equipment, and of consumable items and accessories required for the use of the equipment.
 - vii. Essex Music Education Hub reserves the right to remove the equipment from the School premises with no notice period required.
 - viii. The School will have the electric equipment included checked by a suitably qualified person regularly during the period of loan should the loan period exceed a year.
 - ix. Any breach of this agreement will result in the School being liable for the cost of replacing the entire set of equipment at current market value.
2. The agreement will also detail the equipment deliver on the date, that it is in good working order, and value.

5.4 WORKSHOPS

Including Live Music Experiences, Drum-It!, Mini Sing-It!, Sing-It!, Create-It!, Rap-It!, and Bespoke Workshops

1. The School will be responsible for, where appropriate, advertising the workshop to students and Parents/Carers, and Essex Music Services can provide supporting documents for this.
2. A member of the Essex Music Services team, the Tutor(s) involved and the School (or its representative) will be required to agree how the workshop delivered ahead of the day.

3. The School may be asked to complete a feedback form, for which a reasonable return is appreciated.

5.5 IN-SCHOOL ENSEMBLES

1. Many of Essex Music Service Tutors are happy to direct bands, choirs and other ensembles in Schools.
2. From Easter 2018 Tutors have the opportunity to undergo specific training for in-school ensembles, resulting in them being paid a specialist rate.
3. The training covers the full range of ensemble needs:
 - a. How to recruit students to in-school ensembles
 - b. Planning of repertoire, and arranging of parts
 - c. Administration issues in running in-School ensembles
 - d. How to manage a rehearsal
 - d. Planning your concert performance
4. An 'ensemble' is defined as a named group, usually rehearsing at lunchtime or before or after School (this is different to small-group peripatetic lessons).
5. The ensemble will be registered on SpeedAdmin, and support for this can be offered by contacting the Schools' Instrumental Music Coordinator.
6. Where an ensemble happens before or after School teaching hours, the same conditions stated in 'Teaching Outside of School Hours' are applicable.

5.6 TEACH-IT! AND CURRICULUM DELIVERY

1. For curriculum delivery the specific requirements of the School will be discussed with the Schools' Curriculum Standards and Development Lead Officer and a separate Service Level Agreement drawn up between the parties concerned.
2. The Service Level Agreement will usually contain details of:
 - a. Provision
 - b. Type of service provision
 - c. Agreed hours and patterns
 - d. Charges
 - e. Responsibilities of the School
 - f. Responsibilities of the Tutor
 - g. Responsibilities of the Essex Music Services