Essex Music Service

Terms and Conditions (Schools)

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Essex Music Education Hub

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Essex County Council

CONTENTS

FAQS for schools??? – do we need this?
Error! Bookmark not defined.
1. LEARN-IT! (IN-SCHOOL) 4
A. Direct Parent Billing 4
1.A.1 Applying for Tuition 4
1.A.2 Paying for Tuition 4
B. Service level agreement 5
1.B.1 Applying for Tuition 5
1.B.2 Paying for Tuition 5
C Lesson administration 6
1.C.1 Lesson Length 6
1.C.2 Cancelling Lessons and Notice Periods 6
1.C.3 Pupil Absence 7
1.C.4 Tutor Absence 7
1.C.5 Administrative Responsibilities 8
1.C.6 Accommodation 8
1.C.7 Health & Safety / Accidents 8
1.C.8 Special Educational Needs and Disabilities (SEND) 8
1.C.9 Organisation of timetables 9
1.C.10 Registers 9
1.C.11 Teaching outside of normal School hours 9
2 Learn-It! Together and Band-It! 9
A Learn-It! Together 10
2.A.1 Cost per Pupil 10
2.A.2 How it works for pupils: 10
2.A.3 Process 11
2.A.4 Continuation of lessons after the first term 11
B Band-It! 11
2.B.1 Cost per Pupil 12
2.B.2 How it works for pupils: 12
2.B.3 Process 12
2.B.4 Continuation of lessons after the first term 12

3 Play-It! and Play-It! Again **13**
A Play-It 13
3.A.1 How to book 13
3.A.2 Process 13
3.A.3 What instruments do you offer? 14
B Play-It Again! 14
4 Instrument Hire **14**

Appendix
Safeguarding and Child Protections 15
School Single Central Record requests 16
Identity cards 16
DBS Certificates and Update Service 16
Vacancies and selection criteria 16
Mentoring Process
Error! Bookmark not defined.
Satisfaction / Complaints 17

FOR SCHOOLS

- Schools/educational establishments are subject to the terms and conditions as laid down by Essex Music Service as detail below, and agree to abide by these terms and conditions.
- This document covers our Terms and Conditions for
    - Learn-It! Instrumental Tuition provision in school – both using Direct Parent Billing and Service Level Agreement
    - Play-It! and Play-It! Again – whole class teaching
    - Learn-It Together! & Band-It! – small group teaching
    - Instrument hire for schools
- For the Services listed, the following applies:
    1. The School will be responsible for providing a suitable space for teaching/the event;
    2. The School will be responsible for providing a suitable parking space for the Tutor as often they will be carrying heavy equipment.

1 LEARN-IT! (IN-SCHOOL)

- To offer Instrumental Tuition in school, we recommend that Schools use our Direct Parent Billing offer where Essex Music Service will manage the registrations, invoicing and payments from parents.
- If schools are not able to sign up to that service, they can operate under a Service Level Agreement.

A. Direct Parent Billing

1.A.1 Applying for Tuition

1. All lessons requests must be made through the SpeedAdmin software system or through the School in which the lessons take place.
2. Tuition is ongoing and will continue through a child's career at school until notice is given to stop.
3. We provide 30 lessons during the School year
    a. If your school wishes to increase the number of weeks on offer in a particular term, you must let us know before the half term prior to the extended term begins.
4. Our process for in-school tuition is:
    a. Parents/Carers request lessons through SpeedAdmin
        i. With Parent/Carer permission, Schools may undertake this on their behalf if the School is paying for the lesson;
    b. Essex Music Service approves or rejects the request on their SpeedAdmin dashboard in collaboration with the Tutor and School;
    c. This notifies the Tutor of a new student;
    d. Essex Music Service invoices and collects payment from the Parent/Carer(s);
    e. The School timetables all lessons at their School and informs the Parent/Carer with appropriate notice;
    f. Lessons continue throughout a child's school career until notice is given.

1.A.2 Paying for Tuition

1. Essex Music Service will invoice the Parent/Carer on a termly basis in advance of the lessons taking place.
2. Non-Payers will be stopped with no notice and the School informed by email to remove them from the timetable.
3. Credit will only be due if Essex Music Service cannot supply any session, e.g. owing to Tutor illness.
    a. Credit will normally be applied to the Parent/Carer's next invoice. Essex Music Service will endeavour to fulfil all requirements but if no

Tutor is available, we will inform the school as soon as practically possible.
   b. 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.
4. Tuition fees are invoiced three times a year.
5. Fees are payable in full until the end of the term in which notice to end the contract has been given.
6. Fees are per term.

B. Service Level Agreement

1.B.1 Applying for Tuition

1. All requests for Tutors must be sent to musichub@essex.gov.uk
2. It is the School's responsibility to manage the Instrumental Tuition provision.
3. We do not expect SLA School's to use our SpeedAdmin software system.
4. Tuition is ongoing and will continue through a child's career at school until notice is given to stop.
5. We provide 30 lessons during the School year
   a. This can be increased by arrangement with your Tutors;
   b. Each termly invoice is usually for 10 lessons, but there may be more or fewer than 10 lessons by priori arrangement (i.e. the Autumn term being longer, there may be more lessons, so in tur there would be fewer in Spring and/or Summer)
6. Our process for in-school tuition is:
   a. The School manages which Students require Tuition, take payment and prepare timetables
   b. The School informs Essex Music Service of how many hours and weeks each Tutor is delivering at their School by emailing musichub@essex.gov.uk no later than 3 weeks into the term.
   c. Essex Music Service invoices the School on a termly basis.
   d. The School timetables all lessons at their School and informs the Parent/Carer with appropriate notice;
   e. Lessons continue throughout a child's school career until notice is given.

1.B.2 Paying for Tuition

1. Essex Music Service will invoice the School on a termly basis based on information provided by both the School and the Tutor.
2. Credit will only be due if Essex Music Service cannot supply any session, e.g. owing to Tutor illness.

   a. Credit will normally be applied to the School's next invoice. Essex Music Service will endeavour to fulfil all requirements but if no Tutor is available we will inform the School as soon as practically possible.
   b. 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.
3. Tuition fees are invoiced three times a year.
4. Fees are payable in full until the end of the term in which notice to end the contract has been given.
5. Fees are per term.

C Lesson administration

1.C.1 Lesson Length

1. The minimum lesson length for 1-to-1 tuition is 15 minutes; our minimum recommended length is 20 minutes.
2. The minimum lesson length for a small group lesson is 10 minutes per student (thus group lessons should be at least 20 minutes for two students or 30 minutes for three students or more).
3. Lessons will take place in school during the normal school day.

1.C.2 Cancelling Lessons and Notice Periods

1. Once the Parent/Carer/School has registered for tuition, they are liable for the term's tuition.
2. No refunds will be given: the agreement is binding and will continue until it is cancelled.
3. Our teaching is termly. Parents who wish to cancel ('discontinue') their child's lessons, notice must be provided to the School or Music Service, and/or by using the **'discontinue' feature within SpeedAdmin** according to the cancellation dates below.
   a. To stop lessons at the end of the **Spring Term,** you must give notice by **15 February**.
   b. To stop lessons at the end of the **Summer Term,** you must give notice by **31 May**.
   c. To stop lessons at the end of the **Autumn Term**, you must give notice by **30 October**.
4. If notice to withdraw is received after this specified date, the Parent/Carer(s) will be required to pay the full term's fees for the following term, as notice is given at half-term for the end of that term.
5. The option to waive all or part of the tuition charge is at the discretion of the Tutor.
6. In the interests of fair practice, notice periods are the same for Schools as they are for Tutors.

7. Verbal notification by students or the Parent/Carer(s) to Tutors will not be accepted.
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 Administration 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 Administration Officer on a case-by-case basis.

1.C.3 Pupil Absence

1. Refunds cannot be given for non-attendance of students,
2. It is not the responsibility of Tutors to ensure students attend lessons; however, every effort will be made to encourage good attendance.
3. Schools are required to provide Tutors, in advance of term starting, with a copy of the School diary/calendar:
    a. Schools are responsible for updating Tutors as to any changes within the diary/calendar;
    b. Where events are added which affect Tutors (e.g. Non-Student Days, School trips, exams etc.) should be expressly notified to them no later than two weeks before, so that the session can be rearranged; this includes, but is not limited to, School trips or ~~illness~~ planned absence;
    c. 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;
    d. The School will be liable for this payment and invoiced separately as the Parent will require a credit for lessons that clashed with other School commitments;
    e. 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;
    f. There will be no further expectation on the part of Essex Music Service that the Tutor makes up the session.
4. 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.
5. 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 2 lessons behind it will probably not be possible to catch every lesson up.
6. Essex Music Service follows the guidelines set out in Essex County Council's, Managing Sickness Absence Policy (full copies available on request).

1.C.4 Tutor Absence

1. Where a Tutor is absent, according to the nature of the sickness and providing Essex Music Service is notified within good time, we will aim to provide a cover teacher.

2. Our Tutors are covered by ECC sick pay, and are not obliged to make up the days they are off sick.
3. Essex Music Service follows the guidelines set out in Essex County Council's, Managing Sickness Absence Policy (full copies available on request).
4. Credits will be issues for any lessons not delivered by a tutor which will automatically be deducted from the next invoice.

1.C.5 Administrative Responsibilities

1. Schools working with Essex Music Service must return any information requested (Statistical Analysis, surveys, forms etc) as soon as possible, and certainly by the date requested.
2. 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.
3. Essex Music Service will endeavour to communicate such requests in good time.
4. Our main data return to Arts Council England is in October each year (covering the previous academic year).

1.C.6 Accommodation

1. Schools should provide adequate space that is quiet, warm and has good ventilation.
2. The teaching room must have a window in the door for reasons of 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.
5. We reserve the right to terminate tuition where accommodation is unsuitable for tuition.

1.C.7 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. Tutors are required to familiarise themselves with ECC's Health and Safety Handbook.

1.C.8 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.

1.C.9 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 Service.
2. It is the School's responsibility to create the timetable and communicate timings clearly to students and parents.
3. Some Schools ask the Tutor to create the timetable, in which case it is important that, as mentioned above, any change in dates or student absence are notified as soon as possible.
4. 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.

1.C.10 Registers

1. Most Schools have a register of attendance kept on the premises;
2. It is the School's responsibility to provide registers for Tutors, and the student personal data held therein will be considered the property of the School.

1.C.11 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, as per Essex Music Service's Safeguarding Policy.
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 Service 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. Discontinuation of lesson is as per the terms set out in 1.C.2.

2 Learn-It! Together and Band-It!

- Learn-It! Together offers Students the chance to learn an instrument at an affordable starting rate in groups of 4-6.
- Band-It! offers Students the chance to learn in a pop/rock style by forming small bands and focusing on either Drums, Keyboards, Guitars or Singing.
- The following points should be noted in addition to the Terms and Conditions set out above.

A Learn-It! Together

By attending Learn-It! Together sessions, pupils will learn to play an instrument as part of a small group, learning both the basic techniques of the instrument and wider musicianship of playing in a small group. An instrument can be hired by the parent at no cost for the first term only to allow pupils to practise between sessions and really get a feel for the instrument.

2.A.1 Cost per Pupil

£40 per student for 10 lessons.

Essex Music Education Hub also provide a discount scheme through which the cost of this provision can be further subsidised to support students from low-income families. Parents can apply for this on application for the lessons.

For students with a tuition discount, the price will be £20.

2.A.2 How it works for pupils:

- Pupils will receive 30 minutes a week tuition in groups of up to 6 pupils.
- They learn with their peers in weekly sessions during the school day led by a specialist tutor.
- Students that are not able to provide their own instrument can hire one from our Instrument Hire Scheme. We will waive the termly hire charge for the first term only and they will only need to pay the refundable deposit. The termly charge will be invoiced from the second term until the instrument is returned.

2.A.3 Process

Schools must be signed up to our Direct Parent Billing (DPB) service to offer these lessons. If you are not a DPB school, please contact us to discuss your options.

- Schools advise Essex Music Service at musichub@essex.gov.uk of available time for sessions – either an existing tutor with free time in their timetable or available times for a new tutor. It is recommended that you only offer 1 or 2 instruments to begin with to make sure the offer is viable.
- We will provide a letter for you with a sign-up link that you can adapt to send to parents
- Parents apply through Speed Admin – they can add an Instrument Hire application at the same time if an instrument if needed
- Groups will be allocated by Essex Music Service as space is available
- Groups must have a minimum of 4 pupils to take place (or 8 pupils if no existing tutor is in place)
- Payment is collected
- School timetables lessons
- Instruments are distributed to the school at the start of the term and collected back once a student decides to stop lessons or invest in their own instrument

If you are interested in offering Learn-It! Together groups, please email musichub@essex.gov.uk letting us know what instrument(s) you would like to offer and what times you have available.

2.A.4 Continuation of lessons after the first term

After the initial term, we will assume that pupils will continue to learn in their small groups and if they have loaned an instrument, we will begin to charge the termly instrument hire fee.

Alternatively, they can give notice to stop lessons or move to individual or paired lessons as offered by your school at a cost of £32.00 per hour (e.g. £80 for 10x 15-minute lessons). Discontinuation of lessons is as per the terms set out in 1.C.2.

In all cases, pupils will need to provide an instrument for the sessions. They can do this via the Essex Music Instrument Hire scheme or bring their own.

B Band-It!

By attending Band-It! sessions, pupils will learn to play Guitar, Keyboard, Drums or to Sing as part of a band, learning both the basic techniques of the instrument and wider musicianship of playing in a small group. Instruments will

be loaned to the school for free for the duration of this provision and remain the responsibility of the School.

2.B.1 Cost per Pupil

£55 per student for 10 lessons.

Essex Music Education Hub also provide a discount scheme through which the cost of this provision can be further subsidised to support students from low-income families. Parents can apply for this on application for the lessons.

For students with a tuition discount, the price will be £27.50.

2.B.2 How it works for pupils:

- Pupils will receive 30 minutes a week tuition in groups of up to 4-6 pupils.
- A minimum of 8 students must apply to get started.
- They learn with their peers in weekly sessions during the school day led by a specialist tutor.
- They can practise the instrument at school in between sessions but not remove the instrument from the School.

2.B.3 Process

Schools must be signed up to our Direct Parent Billing (DPB) service to offer these lessons. If you are not a DPB school, please contact us to discuss your options.

- Schools advise Essex Music Service at musichub@essex.gov.uk of available time for sessions – either an existing tutor with free time in their timetable or available times for a new tutor.
- We will provide a letter for you with a sign-up link that you can adapt to send to parents
- Parents apply through Speed Admin
- Groups will be allocated by Essex Music Service as space is available
- Groups must have a minimum of 4 pupils to take place (or 8 pupils if no existing tutor is in place)
- Payment is collected
- School timetables lessons
- Instruments are distributed to the school at the start of the term and collected back if the provision is no longer on offer.
- If you wish to offer Band-It! at your School, please get in touch with use at musichub@essex.gov.uk

2.B.4 Continuation of lessons after the first term

After the initial term, we will assume that pupils will continue to learn in their small groups. They should give notice if they wish to stop in the same way as outlined above.

Alternatively, they can give notice to stop lessons or move to individual or paired lessons as offered by your school at a cost of £32.00 per hour (e.g. £80 for 10x 15-minute lessons). Discontinuation of lessons is as per the terms set out in 1.C.2.

3 Play-It! and Play-It! Again

Play-It! compliments the music provision in your school. Primarily aimed at Key Stage 2 students, we send in one of our specialist tutors to teach whole classes for 45 minutes at ten weeks per term.

We aim to offer all Primary Schools one fully subsidised term of Play-It! for one year group in Key Stage 2. Schools will be matched with a tutor on a first come, first served basis.

A Play-It

3.A.1 How to book

- All requests should be made via the direct booking link that is available on request from musichub@essex.gov.uk
- We require all booking fields to be completed to provide the information we need to report on how we have used our funding to the Arts Council.

3.A.2 Process

- Schools apply for Play-It! in advance of the term starting.
- Essex Music Service will carefully match tutor to school, instrument and timetable requirements. The sooner we hear from schools, and the more flexible they can be with timetabling, the easier it is to fulfil their request. If you have particular requirements, you will be able to let us know these once you have booked the provision from us.
- School and the Tutor will be introduced on email to book in the start date and exact timings of the sessions.
- Before the half-term break of the term delivered in, the school and the tutor will be provided with a letter to send to parents through the school that advertises the progression routes available from their child having attended Play-It!, so as to encourage your students and parents in being involved in the development of their school's musical life.

- The Tutor will provide a class report for the students at the end of the term and we recommend a small performance takes place to encourage and strengthen progression onto more instrumental learning.
- All tutors have been assessed by an external body to ensure the very highest quality of teaching and learning within the classroom.

3.A.3 What instruments do you offer?

- We usually offer tuition in instruments that the school owns, or has access to, such as djembe (West African drum), or full sets of brass instruments.
- If you do not have instruments available, we have a limited number of class sets of instruments which include violins, P-trumpets, Toots and Doods, which would be provided on a free hire agreement for the duration of the delivery of all our Play-It! provision, subject to availability.
- If schools wish to continue to use the set of instruments beyond the programme, they are able to pay a small hire charge or can be supported to purchase their own set.
- Alternatively, individual students could either purchase their own, or use our Instrument Hire Scheme.

B Play-It Again!

- Schools are able to book additional terms of Play-It! for the same year group, or add Play-It! into additional year groups through our Play-It! Again offer.
- This costs £320 per class per term.
- Booking is made in the same way as Play-It!.

4 Instrument Hire

The Owner Essex Music Service, a traded service of Essex County Council.
The Hirer [The School] – we understand that you may be loaning the instruments out to students.
The Instrument Any instrument offered for hire, including the case and any accessories (bow, cleaning rods etc).

1. The Owner is hiring the Instrument(s) to the Hirer on a termly basis. Charges will be agreed by both parties in advance.
2. The Owner will deliver the Instrument(s) to the Hirer for allocation to the students involved.

3. The Hirer is **liable for the loss of, theft, or any damage to, the Instrument(s)**. The Hirer should procure adequate insurance for the Instrument(s).
4. The Hirer must seek the Owner's approval before any repairs are undertaken. The Hirer will be responsible for any costs incurred.
5. The Owner does not guarantee to provide any particular Instrument at any time.
6. The Owner can terminate the agreement at any time with one month's notice.
7. The Instrument(s) will be returned at the end of one term unless the student opts to continue with their instrumental learning.
8. The Instrument(s) will remain the property of the Owner at all times, and the Hirer enjoys no right to buy the Instrument at any time.
9. If the Hirer allows students to take the Instrument home for practise, the Hirer remains responsible for the Instrument and liable for any damage, loss or theft.

5 Safeguarding and Child Protections

5.1 Concerns and Policies

1. **Education Safeguarding matters should be addressed without delay to John Hutchings, Music Strategic Lead Officer (DSL) John.Hutchings@essex.gov.uk, or in his absence, Peter Lovell, Music Service Lead Officer Peter.Lovell@essex.gov.uk**
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, **held on our website**, include:
    a. Essex Music Service & Essex Music Education Hub's Child Protection Policy
    b. Essex Music Service & Essex Music Education Hub's Code of Conduct
    c. Essex Music Service & Essex Music Education Hub's Tutor Handbook
    d. Essex County Council's Code of Conduct
    e. Essex County Council's Disciplinary Policy and Standards
    f. Essex County Council's Health and Safety Handbook
    g. DfE Keeping Children Safe in Education
    h. HMG What to do if you're worried a child is being abused.

5.2 School Single Central Record requests

1. Schools requiring information to update their Single Central Record, usually regarding safeguarding and pre-employment checks, should request information via contacting MusicHub@essex.gov.uk

5.3 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 Service on the general office number at **0333 013 8953**.

5.4 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.

5.5 Vacancies and selection criteria

1. Requests for new provision at a School should be made via contacting the Music Service Administration Officer or by emailing musichub@essex.gov.uk.
2. Schools are not to approach our Tutors for work directly without going through the Service.
3. Where Schools have a desire for a particular Tutor, they may discuss that with the Service at the time of raising the vacancy.
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.
6. For permanent vacancies in Community Music Centres the procedure is the same.
    a. Where Community Music Centre tutors require a deputy to cover them, they should follow this procedure:
        i. Tutors are permitted one authorised absence per term (save sick leave which must be self-certified or backed by a doctor's fit note)
        ii. This absence must be applied for 6 weeks in advance of the date by writing to the Teacher-in-Charge of the Community Music Centre.

6 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 Jenni Thompson, Administration Officer at musichub@essex.gov.uk where they will be assigned to the most appropriate Manager to resolve.
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 to ensure the wellbeing and safety of all involved.

    After appointing 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.