

ESSEX MUSIC SERVICES/ESSEX MUSIC EDUCATION HUB

TERMS AND CONDITIONS (from 6th April 2020)

FOR PARENTS

- Parents/carers and pupils are subject to the terms and conditions as laid down by EMS/EMEH as detailed below, and agree to abide by these terms and conditions.

FOR SCHOOLS

- Schools/educational establishments are subject to the terms and conditions as laid down by EMS/EMEH as detail below, and agree to abide by these terms and conditions.
- For the Services listed, 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 discount/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 suitable space for teaching/the event;
 4. The School will be responsible for providing a suitable parking space for the Tutor as often they will be carrying heavy equipment.

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Essex Music Services

Essex County Council

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W: www.essexmusichub.org.uk



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**ARTS COUNCIL
ENGLAND**



FAQS FOR PARENTS

HOW DO I APPLY?

- Speak with your school office, and then apply via [Speedadmin](#)

HOW DO I PAY?

- At present payment is made through the school office, and we invoice the school.
- Our tuition rate from Easter 2020 to Easter 2021 is £31.00 per hour.

I'M STRUGGLING FINANCIALLY – IS THERE HELP?

- We offer tuition discount for disadvantaged families starting at £52.00 per term.
- We also offer discounts for Looked After Children and children subject to special arrangements.
- Further details are available [on our website](#)

HOW DO I KNOW WHEN MY CHILD'S LESSON IS HAPPENING?

- Once your school has approved your request, the tutor will be notified, and the school office will be able to tell you when your child's lesson is happening.

HOW DO I HIRE AN INSTRUMENT?

- Follow [this link on our website](#)

HOW DO I KNOW HOW MY CHILD IS DOING?

- Your child will have a practice diary, and the tutor will write notes in there

HOW DO I CONTACT MY CHILD'S TUTOR?

- First we suggest using the practice diary that your child will have.
- You can ask through the school office – we can't share tutor details directly without permission, but if you get in touch, we can ask the tutor to get in touch with you.

HOW DO I CANCEL TUITION?

- First, speak with your school office, then log in to Speedadmin to use the 'discontinue' button.

I HAVE CHANGED SCHOOLS – WHAT DO I DO?

- Speak with your first school and make sure the lessons have been stopped.
- Log in to SpeedAdmin, choose your new school, and register for lessons there.

HOW MANY LESSONS WILL MY CHILD HAVE?

- We provide 10 lessons per term, so 30 per year.
- As the Autumn term is longer, it may be that more are given in that term and fewer in Spring/Summer.

1. LEARN-IT! (IN-SCHOOL)

A. FOR PARENTS

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. This can be increased by arrangement;
 - b. Each termly invoice is usually for 10 lessons, but there may be more or fewer than 10 lessons per term by prior arrangement (i.e. the Autumn term being longer, there may be more lessons, so in turn there would be fewer in Spring and/or Summer).
4. Our process for in-school tuition 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 the SpeedAdmin system

1(A).2 PAYING FOR TUITION

1. Schools will collect payment from the Parent/Carer, and Essex Music Services will invoice the school termly.
2. Credit will only be due if Essex Music Services cannot supply any session, e.g. owing to Tutor illness (see below)

Fees are per term, and are payable in full until the end of the term in which notice to end the contract has been given, in accordance with the notice period as detailed below.

1(A).3 LESSON LENGTH

1. The minimum lesson length for 1-to-1 tuition is 15 minutes; our recommended minimum 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(A).4 CANCELLING LESSONS & 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. If you wish to cancel ('discontinue') your child's lessons, notice must be provided to the School, 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 2020**, you must give notice as detailed above by **23rd February 2020**.
 - b. To stop lessons at the end of the **Summer Term 2020**, you must give notice as detailed above by **31st May 2020**.
 - c. To stop lessons at the end of the **Autumn Term 2020**, you must give notice as detailed above by **1st November 2020**.
 - d. To stop lessons at the end of the **Spring Term 2021**, you must give notice as detailed above by **21st February 2021**.
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.
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 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(A).5 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, illness, or forgetfulness;
 - 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. 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;

- e. There will be no further expectation on the part of Essex Music Services 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 Services follows the guidelines set out in Essex County Council's, Managing Sickness Absence Policy (full copies available on request).

1(A).6 TUTOR ABSENCE

1. Where a Tutor is absent, according to the nature of the sickness and providing Essex Music Services 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.
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1. LEARN-IT! (IN SCHOOL)

B. FOR SCHOOLS

1.B.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. This can be increased by arrangement.
 - b. Each termly invoice is usually for 10 lessons, but there may be more or fewer than 10 lessons per term by prior arrangement (i.e. the Autumn term being longer, there may be more lessons, so in turn there would be fewer in Spring and/or Summer).
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;
 - 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. Lessons continue throughout a child's school career until notice is given.

1.B.2 PAYING FOR TUITION

1. Schools will collect payment from the Parent/Carer, and Essex Music Services will invoice the school termly.
2. Credit will only be due if Essex Music Services cannot supply any session, e.g. owing to Tutor illness.
 - a. Credit will normally be applied to the School's next invoice. 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.
 - 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 and hire 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.

1.B.3 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.B.4 CANCELLING LESSONS & 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. If a Parent/Carer wishes to cancel ('discontinue') a child's lessons, notice must be provided direct to the School, 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 2020**, you must give notice as detailed above by **23rd February 2020**.
 - b. To stop lessons at the end of the **Summer Term 2020**, notice must be given as detailed above by **31st May 2020**.
 - c. To stop lessons at the end of the **Autumn Term 2020**, notice must be given as detailed above by **1st November 2020**.
 - d. To stop lessons at the end of the **Spring Term 2021**, notice must be given as detailed above by **21st February 2021**.
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.
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 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.B.5 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, illness, or forgetfulness;
 - 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. 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;
 - e. There will be no further expectation on the part of Essex Music Services 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 Services follows the guidelines set out in Essex County Council's, Managing Sickness Absence Policy (full copies available on request).

1.B.6 TUTOR ABSENCE

1. Where a Tutor is absent, according to the nature of the sickness and providing Essex Music Services 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 Services follows the guidelines set out in Essex County Council's, Managing Sickness Absence Policy (full copies available on request).

1.B.7 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. 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 Services 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.B.8 ACCOMMODATION

1. Tutors should expect adequate space, quiet, warmth and 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.B.9 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.B.10 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.B.11 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.

1.B.12 REGISTERS

1. Most Schools have a register of attendance kept on the premises;

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.B.13 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 EMS/EMEH'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 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.
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FURTHER DETAILS

SAFEGUARDING AND CHILD PROTECTIONS

1. Education Safeguarding matters should be addressed without delay to [Peter Lovell, Interim 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 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.

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](#).

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](#).

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.

VACANCIES AND SELECTION CRITERIA

1. Requests for Tutors at a School must be made to the [Schools' Instrumental Music Lead Officer](#) and/or [Schools' Music Coordinator](#).
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.
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.

MENTRING PROCESS

1. Our Tutors are mentored using the Effective and Teaching Learning Framework developed by 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.

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 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.