

*By requesting Warwickshire Music Tuition you agree to the terms and conditions detailed below*

# ***AGREEMENT***

## **AUTUMN 2019 TO SUMMER 2020**

**WARWICKSHIRE MUSIC  
AND  
WCC LOCAL AUTHORITY,  
ACADEMY AND FREE SCHOOLS**



Supported using public funding by



**ARTS COUNCIL  
ENGLAND**



**Warwickshire  
County Council**

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# WARWICKSHIRE MUSIC AGREEMENT

## 1. Introduction

This Service Level Agreement [SLA] is made between the Warwickshire Music and the school whereby Warwickshire Music will provide the school with the service detailed below from the beginning of the Autumn Term 2019 to the end of the Summer Term 2020.

## 2. Description of the music education programme

Warwickshire Music is able to provide:-

- 2.1 Instrumental, vocal, curriculum teaching and music therapy.
- 2.2 Advance notice with timetable information and event details.
- 2.3 A range of weekly activities taking place at Area Music Centres.
- 2.4 Live Music in Schools.
- 2.5 Primary Choral Projects, Singing Playgrounds.
- 2.6 Area Festivals.
- 2.7 Bespoke workshops for children and adults across a range of disciplines including Ukulele and World Music
- 2.8 Instrument Hire for pupils including CLA and remissions (see Appendix 1).
- 2.9 Minority Instrument Scheme - continuous free hire (subject to conditions – see Appendix 2).
- 2.10 Whole Class Ensemble Teaching and training (UpBeat).
- 2.11 Advice to schools on all music related issues.
- 2.12 Hire of large sets of World Music instruments and teaching resources (conditions apply).
- 2.13 Early Years Language Development programme ‘Singing for Sounds’
- 2.14 Music IT support, training and teaching.
- 2.15 Hire of music IT and recording equipment.

## 3. The Role and Responsibilities of the Warwickshire Music Teacher

- 3.1 To prepare, advise and liaise with the school regarding an appropriate timetable and grouping of pupils in line with Warwickshire Music policy for instrumental, vocal or class music tuition.
- 3.2 To implement and develop a suitable scheme of work in relation to the needs, ability, expectations and interests of each pupil, within the context of the National Curriculum framework for music, the school music policy and the Warwickshire Music expectations.
- 3.3 To provide tuition appropriate to pupils' needs and abilities.
- 3.4 To keep an up-to-date register of pupil attendance.
- 3.5 To keep a record of pupil progress and achievement completed by the pupils and Warwickshire Music teacher. This supports and contributes to an annual report and is linked to national curriculum assessment and the Arts Council England annual return.
- 3.6 To advise on and, where appropriate, contribute to the school music activities and events.
- 3.7 To provide opportunities for pupils to make and respond to music together, in the school, with other Warwickshire schools, and specific Warwickshire Music organised events in line with the National Plan for Music Education.
- 3.8 To recruit new pupils and encourage pupils to take part in school-based and Warwickshire Music groups.
- 3.9 Music Therapists who offer a clinical service will regularly evaluate the effectiveness of music therapy for each individual (please see Music Therapy information).
- 3.10 To ensure every child's educational needs are met, it is the schools' responsibility to ensure that all Warwickshire Music teachers and music therapists have access to pupils' statements of special educational needs (SEN) and individual education plans (IEPs).
- 3.11 Warwickshire Music teachers will conduct themselves professionally in line with the Warwickshire Music handbook, Code of Conduct, Child Protection & Safeguarding Policy and Local Authority expectations.

## 4. Number and Duration of Sessions/Lessons

- 4.1 Instrumental lessons - Warwickshire Music will provide 33 sessions, from the beginning of the Autumn Term 2019 to the end of the Summer Term 2020. **This will include the initial assessment and preliminary sessions at the beginning of term for instrumental lessons.** It may also include the opportunity for shared music making by way of a workshop.
- 4.2 If fewer than the agreed sessions are provided over this period, a Warwickshire Music teacher shall make up the time, where possible. Where it is not possible to provide 33 sessions, the amount paid will be reimbursed in accordance with paragraph 10.2. Any alteration in the agreed number of sessions will be the subject of full consultation between Warwickshire Music and participating schools.

- 4.3 It is Warwickshire Music policy to teach pupils in **20 or 30 minutes lessons**, either in small groups or 1:1. Warwickshire Music recognises that individual schools have different needs and will work in partnership with schools to achieve the best teaching arrangements to accommodate individual school and parental requirements. Any changes to this policy should be discussed with a Warwickshire Music manager. Advice will be provided by a member of Warwickshire Music staff, in relation to an individual pupil's needs, experience and instrument.
- 4.4 Curriculum Class music lessons will be provided for 38 weeks across the academic year to include a termly planning and evaluation meeting between the Warwickshire Music teacher and the school for curriculum music lessons. Whole Class Ensemble Teaching will be provided for a minimum of 36 weeks including planning meetings and a performance - see separate Whole Class Ensemble (UpBeat) overview. ***As this programme is highly subsidised reimbursements for missed lessons will not normally be made and will be at the discretion of Warwickshire Music in consultation with the school.***
- 4.5 The following dates are provided for receipt of notice to reduce teaching and late requests will move forward to the next half term's notice date. Any increase in time will be by negotiation. This must be in writing, please use the Google Change of Hours form provided (available on [www.warwickshiremusic.org/schools](http://www.warwickshiremusic.org/schools)).

4.6

For Autumn term 2019-20	Deadline Friday 24 <sup>th</sup> May 2019
For Autumn half term 2019-20	Deadline Friday 20 <sup>th</sup> September 2019
For Spring term 2019-20	Deadline Friday 25 <sup>th</sup> October 2019
For Spring half term 2019-20	Deadline Friday 20 <sup>th</sup> December 2019
For Summer term 2019-20	Deadline Friday 14 <sup>th</sup> February 2020
For Autumn term 2020-21	Deadline Friday 22 <sup>nd</sup> May 2020

- 4.7 N.B. Reductions and increases should be related to the number of pupils wishing to commence or cease tuition and should not be influenced by temporary considerations (e.g. exams). It must be understood that where a school employs a regular strategy of reduction and consequent reinstatement of tuition requirements, Warwickshire Music will always attempt to reach agreement with these schools. Warwickshire Music will not guarantee the reinstatement of hours at the previous level, and especially not to the returning pupils, nor guarantee the same teacher.

## 5. Provision of Instruments for Instrumental Tuition

- 5.1 Subject to availability, and where appropriate, Warwickshire Music will provide instruments to parents and schools, for the use of individual pupils over a period of one or three years (see appendix 1: specific conditions of instrument hire).
- 5.2 Parents and schools will be issued with and asked to sign a hire agreement with Warwickshire Music, which states that they are responsible for security of the instrument during the period of the hire and are advised to organise insurance. Warwickshire Music alone will agree any repairs.
- 5.3 The period of the hire will be over one to three years (see appendix 1: instrument hire) with a review in special circumstances e.g. CLA, financial hardship, minority instruments.
- 5.4 Where instruments are stored at school, it will be the **school's responsibility** to ensure they are kept secure and safe at all times. The school will therefore be liable for any loss or damage to any Warwickshire Music instrument whilst on school premises.

## 6. Pupil Assessment and External Music Examinations

- 6.1 Warwickshire Music staff will keep continuing records of pupil progress and achievement.
- 6.2 Practice Diaries will be provided free of charge by Warwickshire Music and used on a regular basis by all instrumental tutors. Parents are asked to read the Practice Diary and support their child's learning.
- 6.3 A pupil progress report will be completed annually, in the Summer Term, by the Warwickshire Music teacher and forwarded to the school for distribution to parents.
- 6.4 Warwickshire Music will relate progress to its individual instrumental curriculum.
- 6.5 As and when appropriate, pupils will be recommended for external examinations. The examination fee will not be funded by the Warwickshire Music.
- 6.6 It is not an expectation of Warwickshire Music teachers that they will enter candidates. Where Warwickshire Music teachers are willing to do so they must have payment in advance or no entry will be possible.
- 6.7 Schools and parents should appreciate that sufficient teaching time is required for success.
- 6.8 Due to teaching commitments, it is not possible for an instrumental teacher to guarantee to provide the piano accompaniment during an examination. Parents will therefore need to make their own arrangements.
- 6.9 Warwickshire Music Therapists provide an initial assessment report after six weeks and contribute to an annual review.
- 6.10 It is the schools' responsibility to ensure that all Warwickshire Music teachers and music therapists have access to pupils' statements of special educational needs (SEN) and individual education plans (IEPs) when applicable.

## 7. Pupil Music-Making Opportunities

7.1 Warwickshire Music staff will recommend and encourage pupils to take part in a range of appropriate music-making activities, in the school, through Warwickshire Music Centres, County Groups, specific events and those provided in the wider community. Warwickshire Music regards taking part in ensemble work as an integral part of the learning process and expects schools to support regular attendance by pupils in school groups, music centres or county ensemble activities as advised.

## 8. Accommodation and Facilities

8.1 Warwickshire Music staff require suitable accommodation and facilities according to the size and needs of the group receiving tuition, including sufficient adjustable music stands, good lighting, ventilation and heating, and where possible, a piano or keyboard, a good quality CD/mp3 player and **access to school WiFi to enable teachers to use on-line teaching resources.**

8.2 All facilities and resources should be available on arrival. Warwickshire Music teachers should not be expected to have to set up teaching rooms as this interrupts lesson time for students.

8.3 Schools are asked to avoid moving Warwickshire Music teachers between rooms if at all possible.

8.4 It is essential safeguarding practice for schools to provide a teaching room with a window and/or a glass in the door.

8.5 Music Therapy staff require a private, uninterrupted room to ensure confidentiality.

8.6 Warwickshire Music staff attending the school for a full morning/afternoon would welcome a coffee/tea break at the discretion of the school and made to feel they are part of the general school staff.

## 9. Funding Arrangements

9.1	Autumn Term 2019 to Summer Term 2020	£	
	▪ <b>Class Music Teaching</b>	<b>50.00</b>	<b>per hour</b>
	▪ <b>Instrumental/Vocal Tuition</b>	<b>39.00</b>	<b>per hour</b>
	▪ <b>Classic UpBeat (subsidised)</b>	<b>930.00</b>	<b>per annum</b>
	▪ <b>Music Therapy</b>	<b>48.00</b>	<b>per hour</b>

9.2 Warwickshire Music reserves the right to increase the scale of fees in line with Council policy. Any increase will be implemented at the beginning of a new academic year and will be notified during the preceding term.

## 10. Financial Arrangements

10.1 Invoices will be issued in thirds of the amount due and the payment will be requested termly.

10.2 Any reimbursement for missed teaching time will be made up by means of a reduction in the Autumn Term Invoice.

## 11. Missed Lessons

11.1 Where lessons are missed through the fault of Warwickshire Music (e.g. a teacher's illness), the school should be prepared to accept a teacher on an alternative date so that the agreed number of lessons may be made up to the

33 weeks instrumental tuition

36 weeks music therapy, plus 1 week initial assessment and 1 week report writing.

38 weeks class teaching maximum or maximum weeks available per academic year, less Inset.

11.2 Although not guaranteed, it may be possible for the Warwickshire Music teacher to change the time or day to accommodate a school closure or a pre-planned school class event. However, **at least 4 weeks notice** should be given to the member of staff and, if it is not possible, it will count as a spent lesson.

11.3 An individual pupil's absence will count as a spent lesson.

11.4 Where a school has to cancel a lesson as a result of unexpected circumstances (e.g. adverse weather conditions i.e. where the school has closed) and has not given adequate warning (see 11.2), the lesson will count as a spent lesson.

## 12. Quality Control – Warwickshire Music/Schools' responsibilities

12.1 All schools are invited to evaluate the quality and effectiveness of Warwickshire Music tuition.

- 12.2 As part of the professional development and support for Warwickshire Music staff, and in line with Government Policies, Warwickshire Music teachers will be participants in a regular teacher appraisal cycle. Schools can, if they wish, provide feedback to Warwickshire Music Managers as part of this process.
- 12.3 Music Therapists are State Registered with the Health Care Professions Council (HCPC).
- 12.4 Regular staff meetings and Inset are provided for all Warwickshire Music peripatetic staff.
- 12.5 The school, the Warwickshire Music teacher or a member of the Warwickshire Music management team can request further visits and consultations.
- 12.6 Schools will not approach Warwickshire Music teachers with a view to employing them on a separate basis. Any such negotiation should only be carried out after full consultation with Warwickshire Music management.
- 12.7 Whilst teaching in a school, Warwickshire Music staff are responsible to the Headteacher, or the Headteacher's designated representative.
- 12.8 Warwickshire Music values feedback and comments from schools. Where it is not appropriate to raise any requests, comments or complaints with the Warwickshire Music teacher, they should be referred to the appropriate Warwickshire Music manager or the Director.

### 13. Safeguarding

- 13.1 All Warwickshire Music staff have been interviewed, appointed and subjected to pre-employment checks by the Warwickshire Music management team, according to the guidelines and procedures outlined for the appointment of Warwickshire County Council teaching staff and in accordance with safer employment training.
- 13.2 All Warwickshire Music staff are subject to enhanced DBS procedures, 2 references and eligibility to work checks. All Warwickshire Music staff will carry official identification badges when on school premises.
- 13.3 Warwickshire Music guidelines exist for child and staff protection – copies may be obtained from the Warwickshire Music office.
- 13.4 In these guidelines it is stated that no teacher should give an individual lesson in a teaching room without the school's written permission. In agreeing to this SLA schools are giving their written permission for individual lessons which are caused either by pupil absence, or the school's timetabling.
- 13.5 Warwickshire Music staff are regularly trained and updated regarding current legislation to all aspects of Child Protection and Safeguarding.
- 13.6 It is very important that Warwickshire Music teachers are informed by the school **in advance** of accepting new pupils of any specific learning needs or safeguarding issues. Schools should expect to make the same pupil information available to Warwickshire Music staff as they would to school based staff.

### 14. Resolving disagreements arising from Warwickshire Music delivery

- 14.1 In the event of a complaint arising from any issue concerning Warwickshire Music delivery, details of the complaint should be made in writing from the Head Teacher of the school to the Director of Warwickshire Music outlining the nature of the complaint as fully as possible. Every endeavour will be made to rectify the complaint through negotiation. If the complaint is upheld Warwickshire Music will refund the schools for any missed lessons and the SLA will be terminated by mutual agreement.

### 15. Resolving disagreements arising from non-compliant schools

- 15.1 In the event of a complaint arising from any issue concerning a School's non-compliance with this SLA, details of the complaint will be made in writing from the Director of Warwickshire Music to the Head Teacher of the school outlining the nature of the complaint as fully as possible. Every endeavour will be made to rectify the complaint through negotiation, however, if the complaint is upheld Warwickshire Music has the right to terminate the SLA without notice.

Director of Warwickshire Music

Jeremy Dibb

01926 743018

## Appendix 1: Instrument Hire

### Pupils

**FREE** Instrument Hire is available for all Children Looked After and pupils eligible for Free School Meals for the duration of their learning with Warwickshire Music. This is limited to the instruments generally provided and subject to availability.

### Who can claim hire fee remission?

- Families who receive Income Support or Income-Based Job Seeker's Allowance
- Families who receive Child Tax Credit and have an annual taxable income, as assessed by the Inland Revenue, that does not exceed £16,190.
- **N.B. Families who also receive Working Tax Credit do not qualify to claim fee remission.**
- Families who receive the Guaranteed element of State Pension Credit.
- Families with Children Looked After
- Families who receive support under part VI of the Immigration and Asylum Act 1999

### First year of tuition

#### Instrument hire

Warwickshire Music offers all new pupils an instrument free of charge for the first year of playing, subject to availability and restricted to one instrument per pupil.

### Second and third year of tuition

#### Instrument Hire

##### *Subject to availability*

Instrument Hire will automatically roll over into the second or third year hire unless Warwickshire Music are notified that the instrument has been returned to stock and a subsidised Hire Fee will be charged.

If there is a shortage of instruments for second/third year hire priority will be given to those pupils attending a Warwickshire Music group.

#### Instrument Purchase

Warwickshire Music are not able to recommend specific retailers, however when parents/carers are ready to make a purchase there is a list of music instrument retailers available on our website [www.warwickshiremusicshub.org](http://www.warwickshiremusicshub.org) . Local music shops and instrument dealers can also be contacted.

#### Assisted Purchase Scheme – Schools are asked to support their pupils by offering this scheme

If parents intend to buy an instrument and schools are prepared to purchase the instrument through the Assisted Purchase Scheme they save 20% VAT. More details of this can be found on the website –

[www.warwickshiremusicshub.org](http://www.warwickshiremusicshub.org)

*All instrument hire schemes are restricted to pupils receiving tuition through Warwickshire Music.*

### Schools

**Instruments will be provided to schools free of charge for the duration of any UpBeat programme and for curriculum teaching where appropriate.**

Whilst stored at school, it will be the **school's responsibility** to ensure instruments are kept secure and safe at all times. The school will therefore be liable for any loss or damage to any Warwickshire Music instrument whilst on school premises.

*Sets of instruments (e.g. Djembe, Samba, Steel Pans) are available to hire to schools, on a termly basis. Please contact Warwickshire Music for more details. Charges apply please see website for details*

For full T&Cs visit our website: [www.warwickshiremusicshub.org](http://www.warwickshiremusicshub.org)



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## **Appendix 2: Conditions of Minority Instrument Loan**

*Oboe / Bassoon / Saxophone / French Horn / Euphonium / Trombone / Tuba / Viola / Viol / Bass Viol / Double Bass / Cello*

### **First year of hire**

Free hire for the first year, subject to availability. Parents should be directed to the online booking form on the website [www.warwickshiremusicclub.org](http://www.warwickshiremusicclub.org)

### **Second and third year**

A pupil can continue to have extended loan of their instrument if they play in a Warwickshire Music Area Music Centre group. If they are unable to attend a group it may be possible to hire the instrument at a subsidised rate for the second/third year subject to availability. The Warwickshire Music office will issue a hire application to the pupil for completion and return, parents will be invoiced on a termly basis directly from the Warwickshire Music office.

Unless parents qualify for remission, those pupils not attending a Warwickshire Music ensemble will need to have their own instrument in the fourth year. Parents can, of course, purchase an instrument for their child at any time.