



THE LONDON BOROUGH OF HILLINGDON

SERVICE LEVEL AGREEMENT FOR

MUSIC PROVISION IN SCHOOLS 2022/2023 PROVIDED

BY THE MUSIC SERVICE AT THE LONDON BOROUGH

OF HILLINGDON

INCLUDING GUIDELINES FOR

COVID-19 SECURE ACTIVITIES

SERVICE LEVEL AGREEMENT

1. PARTIES

This Agreement is made between the Governing Body of the School (the client) and the London Borough of Hillingdon Music Hub (the service provider). It is not made with any individual teacher employed by the Music Service. Both parties agree to act in good faith and in a reasonable and timely manner with regard to the operation of the arrangement.

2. DURATION

This Agreement will run from 01 September 2022 to 31 July 2023. It is subject to annual review and may be extended or varied by agreement between the parties and shall automatically expire unless parties agree mutually in writing to extend it.

3. INTENT

The intent is to regulate dealings between parties by setting out respective obligations relating to performance and payment for services for whole class, standard and advanced tuition.

4. AIMS

Through instrumental tuition, the London Borough of Hillingdon Music Hub aims to;

- Support both the National Curriculum requirement for music and individual school music programmes
- Work in close partnership with all stakeholders to provide a service matching their individual needs
- Promote and encourage development of students musical potential, skills and experiences

5. SERVICE DESCRIPTION AND SPECIFICATION

The following range of services is supplied to schools normally subject to the payment of a charge once arranged;

5.1. ALL TUITION

The Music Hub will:

1. provide a specialist peripatetic music teacher with skills in the appropriate areas.
2. ensure all teachers supplied have received an enhanced disclosure child workforce DBS check within the last 3 years and 3 months, subject to any unusual delays in provision of these by the DBS.
3. ensure all teachers supplied have received, or (in exceptional cases) receive within 4 weeks of the commencement of teaching, training in awareness of child safeguarding and abuse, and are informed of how to deal with and escalate disclosures.
4. *provide teaching on a minimum of 30 weeks of the school year, or the equivalent in time if teaching cannot take place on any specific week(s).

5. *as agreed in advance of the commencement of teaching between the Hub and the school, either:
 - a. collect all fees due in relation to teaching directly from parents, or
 - b. invoice the school for all fees due in relation to teaching (and any other activities undertaken), or
 - c. invoice the school for all fees due in relation to teaching for selected subsidised students, and otherwise invoice parents directly for fees.
6. give as much notice as possible of teacher absence (this may only be possible on the day in case of unplanned medical leave)

** Only applicable to standard and advanced tuition*

In the event of needing to provide a Covid-19 secure environment (or in the event of any other epidemic/pandemic), the school will follow the Government Guidance in place at the time. Currently:

1. provide a "Covid-19 secure environment" for learning in accordance with school risk assessments and government guidance.
 - a. Rooms and halls used for musical instrument lessons should be of a suitable size to allow for distancing of 2m between the class and Music Hub Teacher.
 - b. Rooms and halls used for musical instrument lessons should be well ventilated by an open window and or a suitable Air Extraction System
 - c. Teachers must not play on students' instruments, even to diagnose a problem.
 - d. Music stands and keyboards should be cleaned between student's lessons using antibacterial wipes or other antiviral cleaning solution (where applicable)
 - e. Each pupil should have their own copy of any sheet music used and not share with anyone else (where applicable)
 - f. Pupils should use the same instrument each time
 - g. Music should be projected onto a whiteboard (where applicable)
 - h. Pupils should use the same instrument each time for whole class violin and ukulele (where applicable)
 - i. Percussion instruments should be cleaned between student's lessons using antibacterial wipes or other antiviral cleaning solution (where applicable)
2. maintain good communication with the Hillingdon Hub teacher and relevant Music Hub coordinator
3. directly report any positive covid-19 cases to music@hillingdon.gov.uk within 24 hours so a decision can be made in collaboration with Public Health, DfE, the school and the Music Hub on whether it will be necessary for Music Hub teachers to self isolate
4. report any issues promptly to the Hillingdon Music Hub

The Hub does not undertake to:

1. replace one named teacher with another at the request of the school or a parent unless a formal complaint is made in writing about the first teacher and upheld by the Music Hub after due investigation.
2. always supply the same teacher for lessons (this is so that allowance can be made for sickness, resignations or temporary leave arrangements for our peripatetic teachers)

5.2. STANDARD AND ADVANCED TUITION

The School will:

1. provide adequate time at the school for teaching to take place according to the number of students enrolled
2. only enrol new students through the centralised enrolment process at www.hillingdon.gov.uk/music (so that fees and register details can be up to date)
3. each time teaching takes place, provide an appropriate space for teaching to take place, suitable as a workplace for a peripatetic music teacher.
4. give notice of at least a month of any school-specific training required.
5. give notice of at least two working days if specific lessons need to be cancelled or postponed on a one-off basis. If shorter notice is given, the school will be liable for the cost of refunding parents charges made for lessons.
6. give notice of at least half a term for the cancellation of any or all regular teaching arrangements, or for the alteration of regular teaching arrangements (e.g. introduction of new instruments or cessation of particular instruments).
7. cover the costs of teaching that is cancelled by the school, unless the school provides a suitable substitute date to make up the hours lost.
8. cover the costs of teacher time required for school-specific training requirements that go beyond the basic Music Hub training, as above, and for any additional administrative, accompanying or other tasks the teacher is required by the school to undertake that fall outside of the scope of this SLA.
9. continue to pay for tuition (if they do so already) if learning moves online at home due to school closures or groups having to self isolate

5.3. WHOLE CLASS TUITION (INSTRUMENTAL AND SINGING)

The Music Hub will:

1. provide whole music learning that enables every child to play a musical instrument or sing
2. provide CPD for the class teacher by learning alongside the children

3. provide 45 minute lessons for 10 weeks a term for KS2 or 30 minutes for KS1
4. provide learning focussed on practical music making, instrumental/singing technique and general musicianship skills and knowledge
5. provide performance opportunities for every child within their school
6. provide access to other performance opportunities with Hillingdon
7. provide quality assurance, advice and monitoring from the music co-ordinators at Hillingdon Music Hub
8. consult with the schools to choose a tailor made programme
9. continue to support classes through home learning if schools close or year groups have to self-isolate
10. provide live streamed or pre-recorded resources if visiting teachers are not allowed into the school
11. provide Covid-19 secure learning in accordance with school risk assessments

The School will:

1. provide a room of sufficient size where there is little interruption but where teachers can be seen from outside.
2. provide access to classroom resources such as a whiteboard and ability to play audio tracks.
3. ensure teaching spaces are ready for provision each week.
4. take responsibility for managing teaching timetables.
5. provide the teacher with detailed class lists indicating the needs of the students.
6. pay Hillingdon Music Hub on a termly basis.
7. care for Hillingdon Music Hub instruments where used.
8. give notice of at least two working days if teaching needs to be cancelled or postponed.
9. label and look after pupil reeds for the Clarineo (where appropriate).
10. ensure instruments are cleaned before they are collected at the end of a term.
11. provide a consistent member of staff to be present in all lessons who supports the Hillingdon Music Hub teacher and pupils in the lessons.
12. give notice of at least a term for the cancellation of any or all regular teaching arrangements, or for the alteration of regular teaching arrangements (e.g. introduction of new instruments or cessation of particular instruments).
13. facilitate our teachers to deliver home-based learning in the case of school closures or year group isolating by:
 - a. publishing pre-recorded video supplied by the Hub via the school's home learning platform
 - b. forwarding information directly to parents about how to access substitute online sessions in a timely way ahead of scheduled teaching.

14. allow the use of live video lessons or pre-recorded videos in classrooms if our teachers are not allowed to visit the school, either because of the teacher's own health circumstances or by the decision of the school, or if this is necessitated in some way by government advice or direction.
15. continue to pay for this tuition in the following circumstances:
 - a. Where a lockdown requires children to stay at home, and lessons are delivered online, as above
 - b. where the school is unable to facilitate online or alternative lessons methods using the methods above

5.4. CURRICULUM TUITION

The Music Hub will:

1. provide general musicianship practical lessons for whole academic year
2. provide performance opportunities for every child within their school
3. provide quality assurance, advice and monitoring from the music coordinator at Hillingdon Music Hub
4. consult with the schools to choose a tailor made programme
5. continue to support classes through home learning if schools close or groups have to self-isolate
6. provide live stream or pre-recorded resources if visiting teachers are not allowed into the school
7. provide Covid-19 safe learning in accordance with school risk assessments

The School will:

1. provide access to classroom resources such as a whiteboard and ability to play audio tracks.
2. ensure teaching spaces are ready for provision each week.
3. take responsibility for managing teaching timetables.
4. provide the teacher with detailed class lists indicating the needs of the students.
5. pay Hillingdon Music Hub on a termly basis.
6. care for Hillingdon Music Hub instruments.
7. report any issues promptly to Hillingdon Music Hub
8. give notice of at least two working days if teaching needs to be cancelled or postponed.
9. give notice of at least a term for the cancellation of any or all regular teaching arrangements.
10. continue to facilitate learning in the case of school closures, year group isolating or changes on of policies around visiting staff.

11. facilitate our teachers to deliver home-based learning in the case of school closures or groups isolating by:
 - a. publishing pre-recorded video supplied by the Hub via the school's home learning platform
 - b. forwarding information directly to parents about how to access substitute online sessions in a timely way ahead of scheduled teaching.
12. allow the use of live video lessons or pre-recorded videos in classrooms if our teachers are not allowed to visit the school, either because of the teacher's own health circumstances or by the decision of the school, or if this is necessitated in some other way by government advice or direction.
13. continue to pay for this tuition in the following circumstances:
 - a. where a lockdown requires children to stay at home, and lessons are delivered online, as above
 - b. where the school is unable to facilitate online or alternative lessons methods using the methods above

5.5. TEMPORARY PRE-RECORDED VIDEOS

The Music Hub will:

1. provide an overview and the first lesson resources and plans with sufficient notice to schools
2. provide subsequent resources and lesson plans 3 days prior to sessions
3. remove resources at the end of a term of lessons
4. provide resources that meet the need of each class

The School will:

1. not download videos
2. use them only with the classes that have signed up to the activity
3. provide timely feedback after each lesson so videos can be tailored to the needs of the class
4. delete the pre-recorded videos at the end of a term of lessons

5.6 ONLINE VIDEO CALL LESSONS

The Music Hub will:

1. Ensure teachers deliver safe online video calls following safeguarding procedures

The School will:

1. Ensure a teacher is present at all times for whole class video call lessons

2. Have equipment ready.
3. Ensure a member of school staff will always be within earshot for 1-2-1 and small group lessons

6. CHARGES

- 6.1 Charges will be subject to review on an annual basis at the beginning of each financial year
- 6.2 Schools will be notified of the rates for the next financial year at the end of March.

7. CHARGING AND PAYMENT PROCEDURES

- 7.1 In the event that the Client has to cancel a lesson/performance prior to the activity taking place, the Client will still be charged for the activity at full cost unless notified in accordance with the applicable service being provided under Clause 5.
- 7.2 The service provider reserves the right to adjust the programme of services it provides on future funding restrictions by central government which are outside its control. The Client will be consulted, and a mutual agreement will be discussed.

8. QUERIES CONCERNS AND COMPLAINTS PROCEDURE

- 8.1 Any queries, concerns or complaints arising during the course of this Agreement should be made to the relevant Music Service Coordinator.
- 8.2 Clients who feel they have not received an adequate response from the Music Coordinator may appeal to the Music Service Manager.
- 8.2 Clients who feel they have not received an adequate response from the Music Service Manager may appeal to the Head of Green Spaces, Sport and Culture.
- 8.3 If mutual confidence in the operation of this service level agreement is not restored it may be terminated by either side giving one terms notice in writing.

9. INTELLECTUAL PROPERTY

9.1 Any and all sheet music or resources produced and developed by the music service or its teachers under the Agreement or arising from the provisions of the service provided by the service provider remain the intellectual property of the service provider or teachers respectively. For the avoidance of doubt, this includes the pre-recorded videos produced by the service provider.

10. DATA PROTECTION

10.1 Neither Party shall disclose any confidential information save as required by any enactment, requirement of any regulatory authority or pursuant to any judicial or arbitral process.

10.2 The Parties agree that, for the purposes of the Data Protection Act 2018 and the UK General Data Protection Regulation, as amended or re-enacted from time to time (together

to be referred to as the UK **GDPR**), each Party processes personal data (as defined in the UK **GDPR**) as an independent data controller in its own right. Nothing in this Agreement is intended to construe either Party as the data processor of the other Party or as joint data controllers with one another with respect to Personal Data.

10.3 Each Party shall:

1. comply with its obligations under the UK GDPR;
2. be responsible for dealing with and responding to data subject requests, enquiries or complaints it receives (including any request by a data subject to exercise their rights under UK GDPR); and
3. be responsible for managing all unlawful or unauthorised processing of personal data or any personal data breach as defined by the UK GDPR of which it becomes aware in accordance with their obligations under the UK GDPR, including reporting any such security incident to the Information Commissioner's Office (where necessary).

10.4 Each Party warrants that in complying with UK GDPR it is not subject to any restriction which would prevent or restrict it from disclosing or transferring personal data to the other Party in accordance with the terms of this Agreement

11 MISCELLANEOUS:

- 11.1 The Service Provider shall not be responsible for any delay or any failure to fulfil the Agreement as a result of force majeure or any other cause beyond its reasonable control
- 11.2 Any notice to be given under this Agreement shall be deemed to have been validly given if served personally on the other party or if sent by first class pre-paid post or email to the last known address of that party. It shall be treated as having been received 2 days after the date of posting (if sent by first class pre-paid post) and on the next working day (if sent by email, provided that it is supported by a valid server delivery receipt)
- 11.3 No waiver by either party of any breach of this SLA shall be considered as a waiver of any subsequent breach of the same. If any provision of this SLA is unenforceable, it shall be limited or eliminated to the minimum extent necessary so that the rest of the SLA remains in full force and effect.
- 11.4 This SLA shall not be enforceable by a person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 11.5.1 No variation of the Agreement shall be binding unless in writing and signed by both parties.
- 11.5.2 The Agreement shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction to decide any claim or dispute arising out of or in connection with it.

Agreed by the parties

Name

Signed.....

Date.....

For the London Borough of Hillingdon

Name.....

Signed

Dated.....

For the School.....