

Service Level Agreement and Memorandum of Understanding

Implementation Date: [21st September 2020]

Introduction

This is the service level agreement and memorandum of understanding between Cambridgeshire Music, the music service for the county of Cambridgeshire and [Name of organisation/partner/school] for whom we are providing services, development support and advice. This is sometimes referred to in the document as a “partnership” and the organisations involved as “partners”.

It outlines the roles and expectations of each of the partners and applies if a school or organisation works with us to enable activities commissioned by them, on their site, or to support their work to take place.

Following the implementation date above partnership services will be provided under the framework of this agreement in conjunction with any applicable contractual terms and conditions.

Purpose

The purpose of our joint working is to help facilitate music-making and other arts opportunities for people (and particularly children and young people) in a way which best supports and extends their learning, knowledge, aspirations and experiences.

The benefits of working together are to share good practice, manage realistic expectations in development and operation of activities and respond to opportunities for further activity. Development or sustainability of activities is planned on a short to long-term set of objectives below and reviewed annually each summer to adjust or respond to changes and achievements.

Objectives (NEW) (for 2020-21 this will be completed and agreed between us during the autumn term 2020)

We have agreed to work together on the following areas of support, delivery, development or project based activity, subject to availability of resources. Objectives may not apply in all of the following areas, according to the specific needs of the school or setting and should be realistic based on the resources that can be committed. For activities outside of sustainability of existing levels of provision, Cambridgeshire Music will provide information needed to determine if the resource exists to make the change and if appropriate signpost to a range of providers to assist with this.

Area of sustainability, delivery, support recovery (COVID), development or project work.	Short-term objectives (within 2 terms)	Medium-term change plans (within 3-6 terms)	Long-term ambitions (within 6-9 terms)
Curriculum Support and School Development			
Class and Whole-School Singing Development			

Instrumental and Vocal Studies for Pupils			
School Ensembles (vocal and instrumental)			
Music Education Resources			
Arts Therapies for Education, Health & Wellbeing			
Experiences, Events and Professional Performances (internal and external)			

Accountability

In all of our responsibilities we agree to be accountable:

- to children, young people and families in the school/organisation and linked to both organisations' "communities"
- to each other through our commitment to support the provision of music education and an entitlement to cultural opportunities generally both in and out of school for our communities.

Expectations

We will both:

- Accept this Memorandum of Understanding as forming the basis for how we work together to achieve shared objectives.
- Analyse and discuss with each other the available and potential future opportunities for beneficiaries and identify areas of unmet need.
- Work together to plan, promote, commission, provide and support high quality music education to meet those needs.
- Promote each other's work through agreed communication mechanisms and encourage signposting of new and progressive opportunities.
- Evaluate jointly the impact of activities and provide critical challenge to each other to continually improve provision.
- Monitor the delivery of programmes to maintain a focus on arts education with clear values for standards in both music curriculum and extra-curricular music or similarly for other art form collaborations and ensure appropriate quality assurance mechanisms are consistently applied.
- Ensure all delivered programmes are tested with regard to value for money, safeguarding, musical integrity and pedagogy, access and equality.
- Communicate regularly to review progress and discuss development goals and ensure that scheduled activity can take place as planned without disruption.
- Discuss and make decisions about strategic plans, funding applications and shared usage of resources that are of mutual benefit for the organisations and their communities.
- Provide appropriate spaces in which activities that benefit pupils can take place with suitable resources.
- Have realistic expectations of what can and cannot be achieved within available time and cost constraints.
- Avoid where possible arrangements that prevent effective working and timely provision of activity.
- Raise areas of concern, as soon as they arise, with each other so that they can be resolved swiftly.

Working arrangements:

- Partners will communicate regularly and organise meetings if required with identified key contacts from each organisation.

- Venues for meetings will be at the school/organisation or service or online.
- Meetings will usually last no more than 1 hour.
- Action points for partners will be circulated after the meeting and acted upon within 2 weeks or as agreed.

Obligations and Expected Service Standards

Cambridgeshire Music will:

- Help partners develop their provision.
- Ensure there is an assigned member of management team for regular liaison.
- Delegate supervision to nominated school on-site staff to manage day to day activity requirements directly with visiting staff.
- Provide appropriate qualified, experienced and vetted staff for all services and activities and replace them if staff changes have to occur within agreed timescales with partners.
- Provide an enquiry and resolution service that responds to queries emailed to cm@cambridgeshire.gov.uk or phone calls and messages left on 01480 373500 (or other such general enquiries number) within published timescales
- Respond to critical issues or capability problems immediately, and provide detailed feedback on actions to be taken within 10 working days.
- Provide information for distribution to partners communities, families students, and staff.
- Provide progression information to families and/or schools through agreed mechanisms.
- Provide online access to account information and booking request processes to organisation staff.
- Provide general advice by phone on request with regard to music education and arts therapy matters at no charge (specialist advice, visits or CPD may be subject to charge).
- Ensure education organisations are kept informed via newsletters of opportunities that may be of interest to them.
- Ensure charges are raised within expected timescales.
- Provide booked resources that are sufficient and suitable for activities and replace/maintain these as required.
- Support organisation staff in the development of interest in music making activities and bring potential beneficial opportunities and guidance/advice to the attention of relevant staff.
- Maintain appropriate confidentiality and sensitivity in relation to protected data.

Organisations will:

- Provide consistent suitable spaces and resources for the type of activity being carried out for the organisation, family or students. These spaces should have correct heating, light and ventilation, be of a sufficient size, free from disturbance and support passing observation by other staff for safeguarding purposes.
- Provide access where possible to on site guest wifi so that staff can carry out their role which requires internet access. If this is not possible organisations will accept that Cambridgeshire Music employees will use their digital equipment and mobile data connection that is provided and monitored by the County Council for the sole purpose of their delivery of work in line with the safeguarding and usage guidance provided by the service and the Council.
- Provide access if required to on-site visitor parking in order to facilitate the visits to multiple locations that our staff carry out. Should this be impossible, organisations will work with Cambridgeshire Music to effect a practical solution for parking that meets the scheduling needs for learners and staff.
- Recognise that our staff team (including office and managers) are employees of the county council and use the service management structures provided in relation to their activity in particular ensuring that communications about contractual matters are conveyed via the office as our delivery staff have no authority to accept or manage contractual adjustments.
- Where possible provide access to keyboard/piano, music stands and other local resources, including smart boards or other audio-visual equipment as required to ensure a positive pupil experience

- Communicate any critical/safeguarding/capability issues immediately to us and other concerns within 24 hours of them occurring in order to ensure the service can provide timely support.
- Agree a schedule of visits with staff for delivery of activities at the start of the academic year (or booking/project start date).
- Work closely with service managers to find solutions to scheduling conflicts for staff to ensure a reasonable working pattern across the whole school day.
- Ensure that anything that could affect scheduled activities taking place are communicated to staff and service with at least 2 weeks' notice (except in exceptional circumstances) in order to provide sufficient time for these to be rearranged. In the event that insufficient or no notice is given, which results in costs being incurred by the service and a student missing out on provision, the school will undertake to liaise directly with the family affected to seek a resolution to the issue.
- Ensure any provided resources no longer required by students or the organisation are returned to the service at the earliest opportunity to avoid any financial charges.
- Use the online booking and invoicing processes and any other information access provided to manage the services used.
- Recognise that if financial contracts are managed by Cambridgeshire Music directly with parents that the customer relationship is between the service and the parent and cannot be changed or assigned by the school without permission in writing from the service.
- Disseminate information via parentmail, organisation newsletters or similar mechanisms within 2 weeks of it being provided by the service.
- Provide a link to the music service website and contact information via the partner's website.
- Display, if provide, posters, timetables and flyers provided by service staff in a place accessible to parents or pupils.
- Support the development of music activity and recruitment of participants by encouraging and signposting opportunities both within and outside the organisation to the partner's community/families/students/staff and supporting students to be involved in such activities
- Provide and update audit information about music-making to help the service and music education hub provide better services in the future and continue to attract investment for music education.
- Receive communications from the service regarding staff absence and pass on information to pupils and families where possible.
- Ensure policies to cover relevant remissions are in place and are publicised to students and families.
- Ensure that no restrictive practices are put in place preventing the service from carrying out its trading activity.
- During the term of this Agreement, and for 2 full academic terms or 6 months, whichever is the longer, after the date of any termination of this Agreement, the organisation, client or partner will not, without the prior written consent of Cambridgeshire Music, either directly or indirectly, on the client or partner's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed or previously employed by Cambridgeshire Music during the last 12 months of the agreement, in order to provide activity in the school.
- Make payments due for services within the timescales communicated in invoices as per our separate contractual terms and conditions.

Decision Making

Decisions are expected to be reached by a consensus between school or organisation and music service staff. Should this not be possible then the heads or governing/accountable bodies of the organisations involved can be approached to agree a way forward.

Duration and nature of collaboration

This agreement supports the ongoing work between the two organisations during an academic year and should be reviewed annually each February by both parties. It is not legally binding and does not

create a legal partnership. This agreement is about the way of working together to support development of new services and manage the relationship in delivering agreed provision.

Trading activities that take place are subject to our business terms and conditions including where appropriate global Council contracts and agreements. In terms of precedence, global contracts take priority unless modified by the service's terms and conditions.

Quality and Safeguarding Standards

All partners are committed to ensure that in the work commissioned high standards are achieved, particularly with regard to safeguarding children and young people. We confirm that appropriate checks are carried out to meet national and local standards of safeguarding for service employees, who will be able to evidence that they work for us using their identity badge that will be worn on site at all times, and during all remote delivery. Organisations may request a confirmation of the relevant enhanced DBS number if required for their records from the County Council's human resources team. Organisations should not require individual DBS information from service staff as this is not permitted under the data protection act. There is no need to record centrally employed County Council staff on an organisation single central record (SCR) as they are already registered on the Council's SCR. Instead a note referencing the confirmation of employment letter that can be downloaded by the school from our provided school account should be made.

Declarations of Interest

All partners agree to be transparent on matters concerning the partnership and to declare any potential or existing conflicts of interest and use the processes agreed for managing such interests.

Equality

All partners have equal status within the partnership.

Accountable bodies

Cambridgeshire Music is accountable to Cambridgeshire County Council. The school or organisation may be accountable to governing or similar bodies. Due regard must be given to necessary processes, authorisations and agreements with regard to partnership activities.

Costs and Assets

Costs of the partnership are managed by each organisation themselves. Any assets developed through the partnership are maintained by the agreed "owner" of the asset. If this is jointly owned then mechanisms must be in place to manage the joint ownership correctly.

Communication

Partners will communicate regularly, sharing information as required, and referring relevant information to each other in a timely manner, particularly if issues arise.

Unless third-party sharing has been agreed separately via marketing processes, organisations will not share contacts and marketing lists but will provide support to each other to ensure widest distribution of information and publicity.

Public Relations

The collaboration will be referred to as "Cambridgeshire Music @" followed by the name of the organisation e.g. "Cambridgeshire Music @ No_name Academy". Individual programmes will reference the overall partnership as part of information and promotion.

Branding and imagery will be used in publicity including website pages relating to programmes wherever feasible and only omitted by agreement in writing. Shared publicity will be approved by all parties prior to printing/distribution including press releases.

Each partner commits to promoting the partnership and activities via electronic, print and other media, where possible, however, public statements on behalf of the partnership will be made by the leadership of the partners involved or their delegated spokespeople.

Exit Strategy

The partnership as a whole may determine to end the collaboration should objectives have been achieved, one or more partners be unable to continue contributions due to circumstances or changing obligations by accountable bodies, or other reason. In all situations partners will attempt to ensure any ongoing activities are completed prior to any changes in the collaboration.

A decision to end the partnership rather than modify objectives will normally be taken at a partnership meeting following discussion unless a situation arises where a partner has effectively withdrawn and given notice of no further participation.

It is expected that a need to change all or part of provision will be communicated with at least 3 months' notice notwithstanding the changing requirements of all partners. Any staff specifically assigned to partnership activity will be the responsibility of the employing partner.

Assets and liabilities will be the responsibility of the partners with specific budget assignments unless shared liability has been agreed in advance.

Dispute Resolution

Misunderstandings or disagreements will [be](#) raised as soon as they occur and be managed through discussion with a view to resolving concerns amicably, understanding the causes and learning from such difficulties, making changes where possible to do so. Should resolution be impossible, partners may agree to share costs of mediation or ask accountable bodies for support.

Confidentiality

Partners agree to respect the confidentiality of discussions and meetings with regard to activity and to manage the confidentiality of participant information and data with care.

Force majeure

No liabilities can exist if agreed partnership activities cannot be carried out due to barriers outside the partners' control unless guidance to the contrary is provided by an authoritative body (for example supplier relief requirements by the Department of Education).