

# **EMPLOYMENT AGREEMENT** (updated JUNE 2023) **MUSIC TEACHER – ROCKADEMY**



## **MISSION**

Rockademy provides music teaching to pupils both in and out of schools. We co-ordinate the work of a team of music teachers who are responsible for delivering teaching and learning opportunities in term time and out of term time (if required). **Rockademy maintains a high standard of education in musical instrument tutoring with the vision to keeping a fresh and contemporary approach. With tailor made lessons plans, we want each pupil to have fun with music and to create our pupils into independent, confident musicians.** With the help of social media campaigns and excellent quality of teaching, Rockademy are rapidly gaining an outstanding reputation across the UK.

## **JOB ROLES AND RESPONSIBILITIES**

- To plan and teach across the age and ability range individually and in groups, using appropriate programmes of study
- To teach at times and venues to be agreed which may include evenings and weekends (not applicable for school lessons) and to assist, when required, in setting up or amending your teaching timetable
- To set appropriate learning objectives/targets for all pupils, including preparing and coaching students for graded exams where appropriate
- To assess and keep a record of pupil progress every week and to provide updates on progress and achievement as required on the weekly timesheets
- To follow our safeguarding training routines always when in the company of pupils and places of work
- Assisting pupils through exam grades and preparation for performances
- Maintain a positive and friendly manner at all times during lessons, ensuring all pupils are happy and are made to feel welcome
- You must have the ability to modify any lesson timetables if seen as inappropriate for the school, pupils, or yourself. Any changes made must be notified to Rockademy
- You may be given the opportunity to assist or lead a school assembly, this is voluntary if you wish to attend
- Supporting Rockademy on social media channels with 'likes' and 'shares' and any posts related to Rockademy - include relevant tags
- Join the ROCKADEMY FB WhatsApp group to get updates on other tutor news

**PLEASE AIM TO WATCH THE ROCKADEMY TRAINING VIDEO, TITLED  
'AWESOME TUTOR' AS SOON AS POSSIBLE**

## PAY

To receive payment, a time sheet **must** be submitted to Rockademy at the end of each working week. You will receive electronic **payments on a fortnightly basis** for the amount as shown on the time sheet in which you have submitted by email (please fill in details of the nominated bank account you wish to be paid into on the last page of this document) only after we have double checked the attendance and fees total.

As of signing, the amount for each service available to a Sub-Contractor for lessons within schools are as follows:

Per hour / part;

- 20 minute £8.65
- 30 minute £13
- 45 minute £19.50
- 60 minute £26
- Workshops 30 minutes £13 (based on minimum 4 pupils)
- Workshops 60 minutes £26 (based on minimum 4 pupils)

We ask that all Sub-Contractors to use the excel timesheet document provided as it has a set formula in place to accurately calculate the monies owed to you. Rockademy will only pay for the agreed lesson time that the pupil has enrolled for. Overtime will not be paid but we do not discourage you from giving extra time if you feel necessary and are willing to do so.

The amount for each service available to a Sub-Contractor for private home tuition is as follows:

- 30 minute one to one lesson £13
- 45 minute one to one lesson £19.50
- 60 minute one to one lesson £26

The Sub-Contractor's relation to Rockademy is that of an independent contractor and shall have the status of a self-employed person and shall be responsible for all Income Tax and National Insurance or similar taxes or contributions in respect of the consideration payable. The Sub-Contractor hereby indemnifies Rockademy in respect of any claims that may be made by the relevant authorities against the Company in respect of Income Tax or National Insurance or similar taxes or contributions, including interest and penalties, relating to the services of the Sub-Contractor.

## THE TIMESHEET

Here is an example of how to fill out the timesheet, submitted by all Rockademy tutors:

TEACHER TIMESHEET - Protected View - Excel										
PROTECTED VIEW Be careful—email attachments can contain viruses. Unless you need to edit, it's safer to stay in Protected View. Enable Editing										
B1	Callum Haynes									
	A	B	C	D	E	F	G	H	I	J
1	TEACHER NAME	Callum H								
2						£12 cost/30 mins				
3	DATE W/C	PUPIL(S) NAME	LESSON LOCATION	LESSON TYPE	LENGTH/TIME	£ FEE	ATTENDANCE CODE	ROOM HIRE COST	£ TOTAL	NOTES/LESSON SUMMARY
4	07/04/2019	Thomas :	Trevelyan Middle Scho	121	30		Y			Reading notes, Yankee Doodle.
5		Ben Stieg	Trevelyan Middle Scho	121	20		Y			New riffs, Rocket 88 blues.
6		Katherin	Trevelyan Middle Scho	121	20		Y			Individual finger picking exercises, improving finger dexterity. Power chords, practicing with a metronome to internalise timings.
7		Adam B	Trevelyan Middle Scho	121	30		Y			New songs, Yankee Doodle. Top string
8		Thomas	Trevelyan Middle Scho	121	20		Y			Making sure Yankee Doodle is solid and fluid, practicing with a metronome to internalise timings.
9		Caden F	Trevelyan Middle Scho	121	20		Y			Reading notes, tablature.
10		Jahzaiah	Trevelyan Middle Scho	121	20		Y			Worked on national anthem, Yankee doodle and improving walking finger technique
11		Bailey I	Trevelyan Middle Scho	121	20		Y			Yankee doodle, some chordal exercises
12										Drum pattern work, rudiments
13										500 miles practice, getting the open hi hat on the final 8th note in the pattern, practicing with a metronome to internalise timings.
14										Kick Snare patters.
										Drum patterns - singles, doubles. Crotchet in the hi hat with quaver kick patters, practicing with a metronome to internalise timings.

Please make sure all codes are entered correctly and that a comprehensive report is filled out and emailed in each week. These reports are sent to the students/bill payers each term. You will

receive electronic **payments on a fortnightly basis** – All payment timesheets need to be in before 6pm on the Sunday before our scheduled accounts day, otherwise it will carry over to the next payment date.

## **RESTRAINT OF TRADE**

All Sub-Contractors will adhere to the following terms upon entering an agreement with Rockademy. You will agree **not** to enter into or start a similar profession or trade in direct competition against Rockademy whilst remaining in a contract (including within the 4 week termination notice period). This includes:

- working for a competitor or starting a business by gaining a competitive advantage by exploiting confidential information about Rockademy's operations or trade secrets
- exploiting sensitive information such as customer/client lists, business practices, upcoming products, and marketing plans.
- poaching of any and all clients for personal gain including all schools and customers introduced to you by Rockademy that have a current affiliation with Rockademy **including the exchange of personal contact information**

Should any of these terms become breached will result in the termination of the working contract with immediate effect, possible monetary penalty and possible legal proceedings.

## **CONFLICT OF INTEREST**

During the term of active employment with Rockademy and whilst remaining in a contract (including within the 4 week termination notice period), it is understood and agreed that any business opportunity relating to or similar to Rockademy's actual or anticipated business opportunities coming to the attention of Rockademy before any professional agreement has been made.

During the term of the sub contractors active employment with Rockademy, all sub contractors will not, directly or indirectly, engage or participate in any other business activities that, in it's reasonable discretion, determines to be in conflict with Rockademy, without the written consent of Rockademy, which consent will be not be unreasonably withheld.

## **NON-COMPETITION**

The sub-contractor agrees that during the term of active employment, whilst remaining in a contract (including within the 4 week termination notice period) and for a period of one year after the end of the term of the contract, the sub-contractor (you) will not, directly or indirectly, as an employee, owner, sole proprietor, partner, director, member, consultant, agent, founder, co-venturer, solely or jointly with others engage in any business that is in competition with the business of Rockademy- a music academy within any geographic area in which Rockademy conducts it's business (within a 10 mile radius of all business operations across the UK).

## **NON-SOLICITATION**

The sub contractor understands and agrees that any attempt on the part of the sub contractor to induce other Rockademy team members including tutors to leave the company/end contract, or any effort by the sub contractor to interfere with the employers relationship with it's other employees and contractors would be harmful and damaging to Rockademy. You agree that during the term of employment with Rockademy and for a period of 1 year after the end of that term, you, the sub contractor, will not in any way, directly or indirectly:

- Induce or attempt to induce any Rockademy tutor or team member to quit or terminate their current contract with Rockademy
- Otherwise interfere with or dispute Rockademy's relationship with it's sub contractors

- Discuss employment opportunities or provide information about competitive employment to any of the Rockademy sub contractors
- Solicit, entice, or hire away any employee or sub contractor of Rockademy for the purpose of an employment opportunity that is in competition with Rockademy

***N.B Please do maintain your own private tuition or work for an education service. We will support you to grow professionally as long as your business plan remains within the guidelines as explained above and does not poach our existing schools and/or pupil database.***

## **NEW STUDENTS & TIMETABLES**

Rockademy will promote and market for new students and create a workable timetable for each Sub-Contractor making sure both the Sub-Contractor and student is comfortable with the agreed times. Any absences or changes to timetables made by either the student or Sub-Contractor must be declared directly to Rockademy. The acquisition and cancellation of student's lessons must be made aware to Rockademy immediately. As part of the Rockademy team you are encouraged to actively promote Rockademy's services to schools and the local community including the recruitment of new students. Whilst under contract, the application of all new students from the affiliated school/venue must be directed to go through Rockademy. Failure to comply with this request will breach the terms of the restraint of trade conditions and will result in termination of contract with immediate effect.

**In the event that pupils fail to show for lessons at school, you must ensure you have done everything in your power to find the pupil by; asking a member of staff for help, going to the pupil's classroom, and the main school office.** To avoid such occurrences become regular, Sub Contractors must investigate as to why the previous lesson was missed. If a pupil misses two in a row not due to illness or school closures, you are responsible for taking action to amend the timetable accordingly and making Rockademy aware of any proposed changes (see 'Awesome Tutor' video for further help and advice)

## **ROOM HIRE FOR SCHOOLS**

In some schools, it is their policy to rent the room used for all music lesson providers. Fees vary, and although uncommon, we must make all sub-contractors aware of this possibility. In this event, it will be brought to discussion with all Sub Contractor beforehand, as all Sub Contractor would be liable to cover a percentage of any room hire fees set by schools. To make a fair compromise if ever the fee for use of teaching rooms is applied, Rockademy will willingly oblige to pay 50% of the rental fees - up to the total hire amount of £5 per hour. Sub Contractors will be liable for the remainder of the room hire fee.

## **ABSENT LESSONS**

For teachers/sub-contractors, as much notice as possible is required if you cannot get to the agreed lessons on time. You may be asked to make up for any missed/cancelled lessons on another day that fits in with the timetables and schedules of all concerned. Failure to attend lessons that the sub contractor has cancelled will result in the lesson fee not being received by Rockademy.

For students of Rockademy, a minimum of 24 hrs notice is required to cancel/postpone any lessons, however, we accept that if a child is unwell and absent from school on the day of his/her lesson, therefore, in this instance, the sub contractor should mark the absent lesson as **N with total fee £0** and not LC.

## **DBS CERTIFICATES**

All teachers must carry a valid DBS certificate which will allow the teaching in schools and fulfil our safeguarding procedure. If a Sub-Contractor does not have a current DBS certificate,

Rockademy will assist in the application of this certificate to which (the processing fee of approximately £56) is paid for by the Sub-Contractor.

## EQUIPMENT

It is understood and agreed that a Sub-Contractor is responsible for the provision of all the use of their own musical instruments and related equipment such (unless otherwise informed), accessories, stationary etc needed to perform the services. Part of this agreement includes that you are fully responsible for the provision of your vehicle including insurance, MOT and taxation of the vehicle if required. Students / parents are advised to bring their own equipment to lessons, we will communicate with you if they do not have sufficient equipment and try to make some kind of arrangement.

## TRAVEL

As a Sub-Contractor you are expected to arrange all travel to and from schools/venues/houses. You will be liable for providing all parking permits that may need to be purchased for your vehicle. Sub-Contractors are also liable for all work-related mileage and fuel expenditure.

## HYGIENE & COVID (see 'Awesome Tutor' video for more)

Rockademy requires that all Sub-Contractor maintain a high level of personal hygiene given the close proximity of many lesson based situations. An awareness of appropriate clothing which is non-offensive and suitable for the workplace is essential, for workers based in schools, we ask you to wear a branded Rockademy T shirt or top **at all times** (provided by Rockademy).

## TERMINATION

In the event of termination by the sub contractor, a minimum of 4 weeks notice must be provided in writing. Any less notice than this may result in payment penalties. Any breach of contract will result in immediate termination of contract by Rockademy with the chance of legal and monetary penalties.


## ADMENDMENT

This contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the agreement.

## DECLARATION

By signing and accepting below you are acknowledging that you have read and agreed to the specific terms outlined in this document

NAME: Fabrice Choudry DATE: 6/6/24

SIGNED: 

## NOMINATED BANK ACCOUNT FOR MONIES TO BE PAID:

Bank LLOYDS BANK

Name Mr FABRICE CHOUDRY

Account Number 41298568

Sort Code 308441

*Monies will be deposited with the reference 'ROCKADEMY'.*