



Mobile Music invites you to serve on its faculty as a teacher or the academic year beginning _____, recognizing your relationship to Mobile Music LLC is Independent Contractor. This contract will automatically renew annually until terminated by either party in accordance with the by laws of this contract. Compensation will be paid monthly and will be computed on the following hourly rates:

Private Rate: \$ _____ per 1/2 hour lesson **Class/Group Rate:** _____

All Scheduling will be made through Mobile Music within the hours you specify below:

Schedule: Please set your teaching hours in My Music Staff

The engagement of your teaching is subject to all the conditions of professional practice as set forth in the attached Code of Personnel Practice & Polices and does not imply employment beyond the above dates. After your careful perusal of attached Code, please sign and return one copy of this Letter of Agreement to Mobile Music. This offer will be withdrawn by Mobile Music if a signed Letter of Agreement is not returned.

Sincerely, Adam Haines Administrator

By my signature below, I acknowledge that I have received a copy of the Mobile Music Code of Personnel Practices and Policies. I understand that the Code of Personnel Practice sand Policies is part of this agreement and that I am bound by the provisions of the Code.

Accepted by (printed name): _____

Signature : _____ (typed will count as hand written signature)

Date: ____/____/____

Address: _____

Phone: _____ Email: _____

Emergency Contact: _____ Relation: _____

Phone: _____ Email: _____



Code of Personnel Practices & Policies

TABLE OF CONTENTS

- I GENERAL PROFESSIONAL POLICIES
- II COMMUNICATION
- III HOLIDAYS
- IV INCLEMENT WEATHER AND MAKEUP LESSONS
- V FACULTY STATUS AND EVALUATION
- VI PAYMENTS
- VII SCHEDULING OF STUDENTS
- VIII STANDARDS OF CONDUCT
- IX FACULTY CODE OF ETHICS
- X STUDENT PERFORMANCE OPPORTUNITIES
- XI OBLIGATIONS
- XII TERMINATION
- XIII NON-SOLICITATION OR TEACHING AFTER TERMINATION



I. GENERAL PROFESSIONAL POLICIES

1. This code applies to all members of the Mobile Music LLC faculty. It supersedes, replaces and amends all previous codes.

2. Mobile Music LLC is an equal opportunity contracting service. In order to provide equal opportunities to all individuals, contracting decisions at Mobile Music are based on job-related qualifications and skills, including prior experience and, where appropriate, performance and length of service at Mobile Music LLC. Mobile Music LLC does not discriminate on the basis of race, color, religion, gender, sexual orientation, age, disability, ethnicity, family status, or any other trait protected by law.

3. Mobile Music LLC hopes that every contractor will find his/her relationship satisfying and rewarding in all respects. At the same time, Mobile Music LLC recognizes that relationships are not always mutually satisfactory. To protect both parties' rights, it should be remembered that **the relationship is terminable at-will**, at the option of either the contractor or Mobile Music LLC. This means that either the contractor or Mobile Music LLC may end the contract relationship at any time for any reason.

4. All faculty and staff members are **REQUIRED**, in accordance with state and federal law, to provide a valid copy of: **Criminal Background Check, Child Abuse Clearance check, and finger print clearance.**

5. Faculty may be hired for a probationary period of 90 days, during which time with the Administrator shall evaluate their performance. Faculty who successfully complete this probationary period shall continue to be subject to this Code, and his or her date of employment shall be the date on which he or she started work.

6. The Administrator or his/her delegate has the authority, under the By-Laws of Mobile Music LLC, to begin and end contracted positions; to define the qualifications for and responsibilities of each job; and to set wages.

7. Written **evaluations of faculty** contractors shall be compiled from information obtained from parents, students and the Administrator. Other considerations include: superior attendance, punctuality, and teaching ability; student retention; student participation in appropriate performance, chamber music and music enrichment classes; attendance at Faculty meetings;

participation in Faculty concerts, attendance of student programs, and the accuracy of the teacher roll book.

8. Mobile Music LLC is responsible for **assigning and scheduling students** in the teaching roster. Mobile Music LLC does not guarantee faculty any total number of teaching hours, but will make every effort to provide a schedule that fills the faculty availability as indicated on their contractual agreement. Mobile Music LLC encourages faculty to schedule reasonable meal breaks in each day's schedule and to notify the office of their requirements for same.

II. COMMUNICATION

1. Teachers are highly encouraged to foster open, honest and enthusiastic communication with families. When engaging a new student/family, it is recommended to make a phone call as the initial point of contact. Always address concerns openly and honestly.

III. HOLIDAYS

1. Holidays are days in which Mobile Music LLC allows instructors to schedule lessons at their discretion. Mobile Music LLC does not require scheduling of lessons on:

Labor Day, Rosh Hashanah, Yom Kippur, Thanksgiving, Christmas, New Years Day, Martin Luther King Day, Easter, Eid Al Fitr, Memorial Day and July 4th.

2. Holiday make up lessons are to be scheduled at the discretion of individual instructors.

IV INCLEMENT WEATHER AND MAKEUP LESSONS

1. **Inclement Weather:** Teacher's should use their discernment to ensure safety of their students and in their traveling. For in-home lessons, in the event of inclement weather, in-home instruction may, at the discretion of the teacher, switch to a **fully** virtual platform, and the lesson schedule will remain the same. In the event of loss of power during inclement weather, teachers will offer students a reschedule. The reschedule will not use one of the 3 makeup lessons. If the lesson can not be made up, the cost of the lesson will be credited to the student's tuition, and teachers will not be compensated.

2. **Makeup Lessons:** Mobile Music's calendar year is divided into 3 trimesters. September 1 - December 31; January 1 - April 30; May 1- August 31. Each student receives 3 make up lessons to be used during each trimester. Students must give 24 hours notice when requesting a reschedule, outside of illness/emergency. Sudden illness and emergencies happen, and teachers are encouraged to use their best judgement. **Use of a Makeup Lesson:** When a student requests a makeup, the teacher **must provide 2 options for the student**. This may include offering to add additional time to 2 other lessons. For example, a 30 minute lesson could be rescheduled as two 45 minute lessons. If the student declines both make up times provided, the student will forfeit the lesson and the teacher will be paid as if the lesson occurred. Teachers reserve the right to conduct in home makeup lessons virtually. **Make up lessons must be used during the same**

trimester. Teachers are highly encouraged to hold make ups during the same week when possible.

V.FACULTY STATUS AND EVALUATION

1. All Mobile Music LLC faculty members are required to hold a minimum Bachelor of Music Degree or its professional equivalent.

Faculty Criteria and guidelines for Evaluation

Evaluation criteria are designed to promote Mobile Music LLC's commitment to the highest quality of music education. Faculty members may be periodically evaluated. Among the criteria considered are the following:

1. Commitment to a high-quality teaching
2. Commitment to Mobile Music LLC
3. Professional Development
4. Professional Communications

VI.PAYMENTS

1. Teacher payments are calculated on a monthly basis. Faculty must maintain accurate records of their teaching in the My Music Staff Portal. Teachers must submit their hours at the time of the lesson, and should complete this by the **last instructional day of each month**. Direct Deposit will arrive between 4-5 **business days AFTER** the last day of the month.

2. Faculty will be paid at the contracted hourly rate for actual lessons taught to officially registered students.

VII.SCHEDULING OF STUDENTS

1. The Mobile Music LLC Administration is solely responsible for the scheduling of students. Faculty may not change their teaching schedule or the lesson times of any student within their schedule without prior consultation with the Mobile Music LLC Administration. Mobile Music LLC will not guarantee payment for any lessons that are not scheduled by the Mobile Music LLC.

2. Mobile Music LLC does not guarantee faculty a total number of teaching hours but will make every effort to provide a reasonable teaching schedule that fills the faculty availability.

3. Mobile Music LLC reserves the right to cancel or transfer either temporarily or permanently any student.

VIII. STANDARDS OF CONDUCT

1. **COURTESY AND RESPECT:** In addition to specific requirements and prohibitions, Mobile Music LLC expects faculty and staff members to behave in a professional manner at all times. Contractors of Mobile Music LLC are expected to treat students, parents, and each other's with respect and courtesy. Any unprofessional behavior should be reported immediately to the Administrator.

2. **PROFESSIONAL DRESS:** Dress, grooming, and personal cleanliness contribute to the morale and professional image that Mobile Music LLC presents to students, parents, and the community.

3. UNACCEPTABLE CONDUCT:

- A. Violence
- B. Insubordination
- C. Boisterous, threatening or disruptive activity
- D. Dishonesty
- E. Theft
- F. Recurrent tardiness or excessive absenteeism
- G. Unsatisfactory performance of Mobile Music LLC responsibilities
- H. Harassment of other employees or students.

4. DISCRIMINATION AND HARASSMENT

Mobile Music LLC is committed to providing a work environment that is free of discrimination, unlawful harassment and offensive behavior, whether directed at a colleague, subordinate, student or other member of the Mobile Music LLC community. While Mobile Music LLC does not seek to police personal opinion, thoughts or beliefs which are privately held, actions, words, jokes, comments, or correspondence based on an individual's gender, race, ethnicity, religion, sexual orientation, age, disability, appearance or any other personal characteristic will not be tolerated. Mobile Music LLC will investigate any complaint of discrimination and will take prompt remedial action if there is any evidence of any violation of this policy.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other conduct (verbal or physical) of a sexual nature when: submission to, or rejection of, such conduct by faculty or staff member is used as a basis for contracted position decisions affecting said

Individual: such conduct unreasonably interferes with the contracted work performance or creates an intimidating, hostile, or offensive working environment.

The following list includes examples of sexual harassment. This list is not exhaustive, but is given to illustrate the range of conduct that must not be engaged in at work or during any work-related activities. The list includes acts that are always sexual harassment or may be sexual harassment under certain circumstances.

- *Unwelcome verbal behavior:* Making suggestive or sexual comments about a person's body or clothing; making suggestive sounds; asking personal questions about a faculty or staff member's sex life; subjecting another faculty or staff member to information about your own sex life; describing sexually explicit activities; asking out a person who has made it clear that he/she is not interested; turning work discussions to sexual topics; telling sexual or sexist jokes; referring to faculty and staff members or other persons in sexist or sexual terms; repeatedly contacting a faculty or staff member at home or initiating contact outside of the workplace about non-work related matters when the individual has made it clear that he/she has not interest in such contact.
- *Unwelcome non-verbal or physical behaviors:* Looking a person up and down; giving unwanted gifts, letters, notes; making suggestive facial gestures, displaying sexually explicit or sexually suggestive pictures; transmitting sexually explicitly, profane, obscene, intimidating, defamatory or otherwise unlawful or inappropriate material via e-mail.

Faculty or staff members who feel that they may have been subject to discrimination complaint, Mobile Music LLC will promptly conduct an investigation of the complaint. Any faculty or staff member who is found to have engaged in such conduct will be subject to discipline, which, according to the severity of the offense, may include termination of contract. Retaliation against an individual who has filed a complaint is prohibited, and contractors withdraw any right to retaliate with legal action. Any individual who believes that he/she is being retaliated against should inform the Administrator so that corrective steps may be taken.

Should an Independent Contractor, faculty member or staff member of Mobile Music LLC be charged with or accused of any form of Sexual Misconduct, termination is effective immediately. Furthermore, the Independent Contractor, faculty member or staff member agrees to absorb the costs of ANY and ALL legal fees and settlement judgements accrued by Mobile Music LLC's. Representation, compensatory payments to students and their families, fines issued by authorities, and court awards to students and/or their families as a result of the sexual misconduct of the staff member/independent contractor or faculty members. Mobile Music LLC will not provide legal council or representation for independent contractors for such cases.

5. CONFLICTS OF INTEREST: All independent contractors, faculty and staff members must refrain from participating in any activity (including ownership participation or benefit from a vendor to the school) that would create a conflict of interest or the appearance of such a conflict. Any question about whether an activity would violate this policy should be directed to the Administrator. Subject to the rule of conflicts, faculty and staff members may hold a job with another organization as long as he/she satisfactorily performs his/her job responsibilities with Mobile Music LLC, and does not perform that job during the hours for which Mobile Music LLC is paying the faculty or staff member. A faculty or staff member may be asked to terminate

outside employment if it interferes with his/her performance, violates the conflict of interest policy, or impedes his/her ability to meet Mobile Music LLC requirements.

6. CONFIDENTIALITY: All independent contractors, faculty members and staff members are required to maintain and honor the confidences of Mobile Music LLC, its students and fellow contractors. Conversations about students' progress, parents, or colleagues should not take place in open public areas.

7. MEDIA COMMUNICATIONS AND DISSEMINATION OF INFORMATION: Faculty and staff members are not authorized to speak on behalf of Mobile Music LLC unless specifically authorized by the Administrator.

IX. FACULTY CODE OF ETHICS

Mobile Music LLC is firmly committed to complying with its obligations under state and federal laws. As a result, Mobile Music LLC needs and expects its employees to comply strictly with all legal and ethical obligations. The following Code of Ethics sets forth the fundamental ethical responsibilities of faculty members. By adhering to this Code, Mobile Music LLC instructors set an example for other teachers, for their students and parents, and for the general public. The conduct of Mobile Music LLC faculty is governed by this code:

It is unprofessional and unethical for a Mobile Music LLC faculty member to:

1. Discuss with parents or students the work of another Mobile Music LLC teacher or teacher within the community in such a way as to denigrate or injure the professional reputation of that teacher.
2. Knowingly solicit the student of another Mobile Music LLC teacher, either directly or indirectly, for his/her roster.
3. Knowingly consent to give an interview lesson to a Mobile Music LLC student until that student's current Mobile Music LLC teacher has been notified of such consent.
4. Make false claims about their own professional credentials or accomplishments.
5. Teach Mobile Music LLC students additional lessons for private payment during contract.
6. Teach for payment any student who has registered at Mobile Music LLC, for **24 months** after either the student withdraws from Mobile Music LLC, or your contract with Mobile Music LLC ends for any reason.
7. Accept any employment from any institution or organization at which Mobile Music LLC provides instruction while employed at Mobile Music LLC, and for **24 months** after your contract ends for any reason. This prohibition includes, but is not limited to, arrangements to teach for private payment any individual student or group of students associated with an institution that hosts Mobile Music LLC educational programs/lessons.

X. STUDENT PERFORMANCE OPPORTUNITIES

1. All Mobile Music LLC students will be invited to participate in annual studio -wide recitals. Teachers are encouraged to foster positive performance experiences for students on individual basis.

XI. OBLIGATIONS

1. Faculty members are obligated to adhere to the terms, conditions, practices, and procedures of this contract.
2. Faculty may not refuse to accept a student on the basis of aptitude or level of achievement.
3. Faculty are required to maintain a student attendance record for each student in the My Music Studio portal.
4. As a condition of employment, all new faculty members must submit a Child Abuse Check and a Criminal Record Clearance Check before their probationary period ends (30 days). The cost of the clearance checks is the burden of the faculty member. In the event that clearance is not granted or furnished, the contractor will be terminated.

XII. TERMINATION

1. Contractors with Employment may be terminated at any time by either Employment or the faculty member for any reason. Employment **requires that the faculty members give a minimum of 60 days notice** if they decide to leave the school.
2. Final paychecks will be mailed to the address on file, unless an alternative address is provided.
3. Contractors will be subject to termination if they are excessively tardy, if they fail to perform the duties of their contract in a manner acceptable to the administrator, if they perform any act of violation of the stated terms of this Code, if they perform any act which the Administrator judges to be contrary to the best interests of the school, or for any cause which in the sole determination of the Administrator merits termination

XII. NON SOLICITATION OR TEACHING AFTER TERMINATION

1. During the period of service covered by the faculty contract and for a period of **24 months** after the termination of this agreement for any reason, including non-renewal by either party, Faculty may not solicit, transfer, or teach music instruction to any student or students enrolled at Employment during the terms of this agreement (except for a member of the faculty's immediate family) to their private teaching schedule or to their schedule at any other location. Nor shall any Faculty leaving the employment of Employment recommend, suggest, or refer any Employment student to seek instruction from another teacher or location. Necessary legal actions will be taken against any former Faculty found in breach of this clause. Faculty will be subject to reimburse Employment for all liquidated damages.

2. Currently contracted Faculty **MAY NOT** recommend, suggest, or refer any currently enrolled students to seek instruction from any other teacher or location. Any Faculty found to be in breach of this clause may be terminated and subject to liquidated damages

3. **LIQUIDATED DAMAGES will be equal to the value of the loss of income the teacher would have received for less and/or classes during an 24 month period for any and each student (s) solicited by the faculty.**

Attendance must be taken at the end of each lesson. It is highly encouraged to keep notes in the portal, unless the family prefers paper notes to be written down.

See a guide to attendance taking below

Attendance Type		MMS Selection
Lesson Occurred		Preset - Billable
Student requests make up credit (24 hrs in advance)		Student Absent - Bill and give make up credit
Student requests make up after 24 hr window (outside of extraneous circumstances)		Student Absent - Billable
The Lesson Falls on a Holiday	Offer a make up Lesson	<p>If student agrees to make up “ Mark Student absent bill and give make up credit”</p> <p>If student declines make up “Student Absent - Not Billable”</p>
Teacher is absent	Offer a make up Lesson	<p>If student agrees to make up “ Mark Student absent bill and give make up credit”</p> <p>If student declines make up “Student Absent - Not Billable”</p>