

# Teaching Contract

VERELLEN MUSIC ACADEMY

519-397-0446 / info@verellenmusicacademy.com / Windsor, ON

## Contract Overview

This contract is made between Verellen Music Academy, (hereafter referred to as VMA), and \_\_\_\_\_ (hereafter referred to as THE TEACHER). VMA operates out of Windsor, ON.

**Date:** \_\_\_\_\_

I am pleased to confirm your contract as a teacher at VMA for the period from \_\_\_\_\_ to \_\_\_\_\_. Your teaching day(s), have been mutually agreed upon and can extend beyond these day(s), requiring that THE TEACHER and school are in agreement of such. Teaching will take place, in person, at the VMA on-site location, at 3244 Walker Road, Unit 1, Windsor, ON, N8W 3R8. However, should COVID interfere, teaching would take place via Zoom, from THE TEACHER's home, as assigned by VMA.

## Compensation

\*THE TEACHER will be paid an hourly rate of \$\_\_\_\_\_ per hour with negotiation of a pay increase, each year. This will include trial lessons, for which the teacher shall be paid for 15-minute, shorter lessons.

\*THE TEACHER will be paid the following for group lessons:

- \$\_\_\_\_\_ per hour for **One** student participant
- \$\_\_\_\_\_ per hour for **Two or more** student participants

\*THE TEACHER will be paid an admin rate of **\$16** an hour for any staff meetings, training,, or additional admin tasks as agreed upon by VMA and THE TEACHER.

\*THE TEACHER agrees to keep accurate, updated records of all regularly scheduled, forfeited and make-up lessons for all students, using supplied attendance forms provided in duo-tangs, by VMA. THE TEACHER agrees to leave attendance records

at VMA. THE TEACHER is permitted to charge VMA for lessons cancelled without sufficient notice by the student. VMA reserves the right to review these records in the event of a discrepancy with its own accounts.

THE TEACHER is responsible for submitting monthly invoices for all hours worked by the last day of each month. This invoice must include all hours worked for that entire month. VMA agrees to send payment by e-transfer or direct deposit within 48 hours maximum following the invoice. VMA will make every effort to get payment to the employee on the first of the month, (pending that the invoice is provided with sufficient notice to do so.) If an invoice is late, VMA agrees to make payment to THE TEACHER, within 48 hours, after the late invoice is received. If there are differences between the hours logged by the teacher and VMA, the judgement will defer to the hours logged by the administrator with the assistance of our software My Music Staff.

## **Employment Status**

As THE TEACHER is considered a self-employed individual, nothing shall be construed as making THE TEACHER an employee of VMA. Benefits will not be paid to THE TEACHER or on their behalf and there will be no deductions or remittances in respect of income tax, employment insurance, Canada Pension Plan, or any other programs. THE TEACHER shall make no claim for statutory deductions and shall release all claims under the Employment Standards Act.

## **Conduct**

As a representative of VMA, THE TEACHER will always maintain a professional conduct and appearance while within the VMA premises and while teaching VMA students, including during events, recitals, and while dealing with existing or prospective students and their families both online and in person.

THE TEACHER must neither consume nor be under the influence of alcohol or illicit drugs while teaching. Such conduct will result in immediate termination of this contract.

THE TEACHER is responsible for arriving at least **10-15 minutes prior** to their first scheduled lesson/class for each day of in-person lessons, and at least 5 minutes prior to their online lessons. Repeated lateness will result in the immediate termination of this contract at the discretion of VMA. Except in rare and urgent cases, THE TEACHER will not engage in personal activities or communication on cellular, or other devices during teaching hours, or within hearing distance of students or parents.

THE TEACHER is responsible for maintaining regular communication with parents of their students both verbally, (when possible) and through email, (using VMA email only.)

THE TEACHER is responsible for maintaining a clean and tidy teaching room including regular cleaning and sanitization as per COVID-19 safety policies and shall be well prepared for all lessons. THE TEACHER is also responsible for completing teaching sheets, long term goal sheets, practising logs, Rockstar of the month, and other requests made by VMA. Teachers must take the last few minutes of each lesson to talk with parents about the lesson and what can be practised. If parents are not available, feedback can be sent via email after the lesson.

## **Attendance**

THE TEACHER shall be available for student lessons on their scheduled teaching days on a regular basis. If THE TEACHER misses more than three (3) shifts on any particular day of the week then a meeting will be required with the Director to determine a course of action which may include contract termination.

THE TEACHER shall not change their availability during the course of the contract date (stated above). A request can be submitted to VMA to grant special permission to change availability, but due to the nature of lessons and families schedules a change is not guaranteed and rarely approved.

## Substitute Policy

In the event of an absence by THE TEACHER for reasons such as: illness, performance, or vacation, THE TEACHER shall first inform VMA as far in advance as possible. Unless directed otherwise, THE TEACHER is responsible for securing a supply teacher for all shifts that they will be missing. The first choice for supply teacher shall always be another existing VMA teacher, and then a teacher on VMA's authorised supply list. Finally, as a last resort, another teacher may be recommended by THE TEACHER. Such a teacher must still be approved by Jacqui. If no supply can be found THE TEACHER must schedule and provide multiple makeup lesson options for all applicable students. If make-up lessons cannot be agreed upon, the student shall then receive a refund and THE TEACHER will not be compensated.

Except in the case of a supply provided by an existing VMA Teacher, THE TEACHER is responsible for directly compensating the substitute teacher at a rate mutually agreed between THE TEACHER and the supply teacher. This rate should generally be the same as the rate THE TEACHER is paid, for the same time period. The substitute teacher shall follow the terms and conditions set out in this contract, as well as the rules and regulations set by VMA.

## Termination

VMA reserves the right to terminate this contract prior to the end date if THE TEACHER violates the terms of this contract or conducts him/herself in a way which compromises the welfare/safety of a student, parent, or staff member, or adversely affects the reputation of VMA in any way.

Upon termination, THE TEACHER shall return all property related to VMA to VMA, including, but not limited to: books, supplies, teaching tools, notes, and business correspondence. In the event of either premature termination or at the time of the end of this contract, VMA reserves the right to inform the teacher's students and their families of the termination or end of the contract.

In the event THE TEACHER wishes to terminate the contract before the contract end date stated above, (such as by quitting pre-maturely,) they are required to pay damages out of their last payment from VMA, due to lost business/clients. Due to the nature of music lessons, there is a strong likelihood that clients may quit due to a teacher quitting. Therefore, VMA takes premature termination (by the teacher) very

seriously, and will look at all possible options. VMA shall make reasonable means to be flexible with notice in the case of situations such as emergencies, family struggles, unexpected and severe illness/injuries, personal issues, etc., that THE TEACHER may be experiencing, outside of VMA that would contribute to late notice of leave.

## **Intellectual Property**

THE TEACHER shall not, for any reason, share, disclose, sell, use, or otherwise distribute any policy, document, multimedia, concept, or any other intellectual property that can be considered relatively unique to VMA with any party outside of the VMA organisation now, or anytime in the future. THE TEACHER shall also not use any above referenced intellectual property for professional or personal use outside of VMA now, or anytime in the future.

## **Non-Competition**

THE TEACHER agrees that all lessons shall be taught at VMA (in-person), or at THE TEACHER's home, (online), and that no lessons shall take place elsewhere unless specifically consented by VMA.

Unless specifically agreed in writing by VMA, THE TEACHER shall not teach or work for another business which carries on the same or similar business as VMA within the boundaries of the Windsor area during the terms of this agreement, notwithstanding private teaching which takes place either at the home or any student or within THE TEACHER's home studio or business.

Due to the nature of online lessons, we now require that THE TEACHER disclose all additional music teaching being done online either privately or for another educational facility. In most cases, these will be allowed but full disclosure is absolutely required.

During the term of this contract THE TEACHER will neither solicit nor agree to teach students of families with which they made contact at VMA for a period of one year following the termination of this contract.

**This contract is highly confidential, and THE TEACHER agrees to not share it or disclose any private information within the contract with other staff members, students, parents at VMA, or with any other persons not listed.**

This contract is binding on both parties, namely THE TEACHER and VMA.

Dated this \_\_\_\_\_ day of

\_\_\_\_\_

**Verellen Music Academy**

Owner/Director of VMA: \_\_\_\_\_



THE TEACHER \_\_\_\_\_