

Terms and Conditions
of the
Viernheim City Music School

§1 General

1. The Viernheim City Music School (VCMS) is supported by the City of Viernheim and has been set up solely and directly for the residents of Viernheim as a communal non-profit cultural learning centre. The City of Viernheim reserves the right to make organisational changes to aid improvement of the running and functioning of the music school.
2. The VCMS is a member of the Association of Music Schools in Germany (Verband der deutschen Musikschulen VdM).
3. Every student enters into a contractual relationship with the music school which is binding under public law.

§2 Duties

1. The Viernheim City Music School is an educational institution, which taps into and encourages development of the musical and artistic skills of its students as well as increasing their aesthetic and cultural competence. It fulfills the cultural and educational policy for the city of Viernheim. It is a place where students experience integration and introduction to things unfamiliar, and where they experience interaction between students of all ages, ethnic and cultural backgrounds.
2. The Viernheim City Music School is also committed to providing extra preparation courses for those students who wish to study music at University. These classes prepare the candidates for the exams which have to be passed in order to be accepted by a Faculty of Music. These extra qualifications ensure that the specific pre-requisites of the desired tertiary education courses have been met, ensuring success for those students who have also attained the necessary marks in highschool.

§3 School Year, Holidays, Fiscal Year

1. The Viernheim City Music School year consists of 2 semesters of six months each. The summer semester begins on the 1st of April and the winter semester begins on the 1st of October.
2. The Viernheim City Music School holidays are the same as those for schools in the state of Hessen. Music lessons also take place on the last day of each term.
3. The Viernheim City Music School fiscal year is the same as the calendar year and therefore the same as the Viernheim City Council's financial year.

§4 Admission

1. Registration and cancellation must be in writing and addressed to the Viernheim City Music School. For underage children the application must be signed by a parent or legal guardian. Registration is only effective upon receipt of written confirmation from the Music School. Admission to all courses begins respectively on April 1st or October 1st and ends with written termination with due notice, (see Cancellations §6). The application does not automatically entitle the student to be admitted to a course or to individual lessons.
2. Lateral entry students are permitted, provided there are still course places available and approval has been granted from the Head of the Music Department.
3. The teacher reserves the right to give an aptitude test to each student at the commencement of the course, to ascertain his/her suitability for the course. This applies in particular to the core subjects – i.e. music garden, pre-school music education, basic musical training – whereby the first 3 lessons will be used to assess each child. The parents can also use this time period to decide whether or not the course is suitable for their child. Should they decide not to continue with the course, they must inform the school administration in writing. In this case the monthly fee will be charged once only.

4. The allocation of students is done by the school administration. Where possible any requests for specific teachers, locations or lesson times will be taken into consideration, however, no guarantees can be made.
5. Music camps, extra rehearsals, projects, block instruction, seminars or other types of flexible lesson formats are considered to be regular lessons.
6. The splitting or merging of lessons (eg. half lessons twice a week or a double lesson every fortnight) is possible, as long as there is a good reason, and it has been agreed upon by the parents, teacher and the school administration.
7. It is possible to attend more than one course, eg. to have a primary instrument and secondary instrument/s, providing places are available and the required level has been achieved in the primary instrument. Confirmation from the school administration is required.
8. Attendance at supplementary lessons, participation in public Viernheim City Music School events, performing at VCMS recitals and concerts is an integral part of having a well-rounded musical education.
9. The teacher will decide whether or not a student should be allocated to an additional complementary course, (see §5), depending on the level of the student and his/her specific goals. This will be done in agreement with the school administration.
10. Students commit themselves to regularly attending lessons. If they miss lessons they are not entitled to any „catch-up“ lessons for those missed.
11. In the case of classes cancelled by the VCMS, the following rules apply:
If lessons are cancelled more than 3 times per semester, the student can apply to the school administration in writing for a partial reimbursement of their fees. If „catch-up“ lessons are offered by the VCMS, (at different times from the normal lesson time), or if the amount of lesson time missed is made up for through other flexible forms of lessons (see §4 paragraph 5), then a claim for reimbursement of fees cannot be made.
12. A student who often misses lessons without letting the teacher know, or who impedes proper teaching, can be removed from the course after first being

given a written warning by the Head of the Music School. A proposal will be made by the Head of the Music School and the final exclusion of the student from lessons will then be officially decided on by the municipal authorities.

13. Changing courses and/or teachers is possible at the end of each semester. In both cases at least 2 months notice is required. Application forms for changing courses are available from the school administration (Ummeldeformular). The application must be received by the school administration at least two months before the end of the semester. To request a change of teacher written notice is not necessary. Please contact the school administration.
14. The educational training and the courses offered by the VCMS are based on the structural guidelines provided by the Association of Music Schools in Germany, (Verband der deutschen Musikschulen (VdM)). The school administration decides on the nature and extent of the courses offered. We cannot guarantee that every course in the curriculum will be offered or that those offered will actually take place.

§5 Courses on offer:

1. Elementary Music Education

- Kangaroo music (Parent-Child-Group)
For children from 6 months to 4 years old together with one parent
- Pre-school music education (MFE)
For children from 4 years old on
- Sound Colours (combination of music and art)
For children from 4 years old on
- Basic Music Training (MGA)

For children who attend elementary school

- Basic Music Training (MGA)

For adults

2. Visual Arts

- Splashes of Colour(Farbklekse)

For children attending elementary school

3. Instrumental Courses

- Woodwinds
- Brass
- Strings
- Plucked instruments
- Keyboards
- Percussion

4. Voice

- Solo voice (Jazz, Pop, Classical)
- Vocal training
- Choir

5. Ensemble and Complementary Subjects

Eg. choir, orchestra, band, chamber music, lieder, piano duo/duet, instrumental ensembles, vocal ensembles, theory, composition etc.

6. Tertiary Music Study Preparatory Course (SVA)

Preparation for entry to tertiary music courses

§6 Cancellation, Discontinuation

1. Cancellation of the contract is possible at the end of each semester. It must be given in writing. **For the summer semester cancellation must be handed in by the 30th of June and for the winter semester by the 31st of December.**
2. In special cases, (eg. military service, social service, relocation, long-term illness with doctor's certificate), the school administration will consider making an exception to the rule. For this a written application for early cancellation is required. After receipt of the application, the contract will run until the end of the following month. However, cancellation of a contract cannot occur during the school holidays or at the end of the month before the summer holidays begin.
3. A temporary suspension of a contract is possible in justified circumstances, (eg. long periods spent overseas, a doctor's certificate for long-term illness etc.). An application for this is also required in writing. After receipt of the application, the contract is suspended from the end of the following month. Suspension of the contract cannot occur during school holidays or at the end of the month before the summer holidays begin.

§7 Instruments

1. In order to achieve lesson goals, students need good quality instruments to play and practise on. Usually the student will purchase an instrument him/herself. Some instruments are available for hire at the VCMS. However, the VCMS cannot guarantee that a particular instrument will be available. The period of hire is restricted to a semester, but can be extended in consultation with the school administration.
2. In order to rent an instrument, there must be a signed rental contract. Instruments and accessories, (eg. strings, drum heads), are to be kept

maintained at the renter's cost. Details about how to take care of the instrument will be gladly given by the teacher. The renter is completely responsible for any loss or damage to the instrument. Repairs may only be carried out by companies approved by the VCMS.

3. Instrumental Hire is only possible for residents of Viernheim. Transferring a hired instrument to a 3rd party is not permitted. Full particulars are contained in the Rental Regulations published by the municipal administration.

§8 Fees

Student fees for attending the VCMS will be charged according to the current Fee Schedule which accompanies these Terms and Conditions.

§9 Teachers and Management of the Viernheim City Music School

In principle, only fully qualified music educators with completed university degrees in music and diplomas in music education, state-certified or state-approved music teachers teach at the VCMS. The same applies for the Head of the Music School.

§10 Supervision

Supervision of students is only provided during their lesson time.

§11 Health Regulations

During an outbreak of communicable diseases the general health regulations for schools are to be observed. (In particular the "Law for the Prevention and Control of Infectious Diseases in humans")

§12 Parental Council

An elected parental council should be in continual contact with the school administration to communicate and discuss the problems, needs and desires of the students and parents. Full particulars can be found in the current terms and conditions of the parental council.

§13 Coming into effect

These Terms and Conditions came into effect on 27.07.2010. They replace the previous Terms and Conditions and alterations, which are no longer in effect.

Viernheim, 27.07.2010

Viernheim City Municipal Administration

Signature Baaß

Baaß (Mayor)