

WHITTIER BRANCH

Affiliated with the Music Teachers' Association of California

Certificate of Merit® – Teacher Work Agreement

September 26, 2017

Dear CM Teacher:

Thank you for your continued support of the Certificate of Merit® (CM) Program. The CM Program can only work with the assistance of its teachers. If you intend to give your students the gift of CM, you must be willing and available to help. In accordance with the *CM Policies & Procedures*, we have found that it is necessary to formalize this willingness to help in the form of a Teacher Work Agreement so that we can guarantee the success of the program. This Agreement outlines your minimum responsibilities as a teacher entering students in the program. Please read this Agreement on the next page carefully and then sign on the bottom. This Agreement must be signed and returned/postmarked by November 13. Your student enrollment will not be considered complete until this Agreement is received.

CM Policies & Procedures, Section 5.6: Branches may require participating CM Teachers to work, in order to assist the Branch in the administration and operation of CM Evaluations. Participation requirements (e.g. number of work hours) are determined by the number of students a CM Teacher has registered as of November 11. The Branches may use and collect a Teacher Work Agreement from each participating CM Teacher, and impose a monetary fine ("Non-Work Fee") for CM Teachers who do not fulfill any mandatory CM work requirement established by CM Council and/or the Branch. CM Teachers who do not pay the Non-Work Fee by the deadline set by the Branch...shall be disqualified from participating in subsequent CM Evaluations until the Non-Work Fee has been fully paid.

Please do not hesitate to contact me should you have any questions or concerns regarding this matter. I look forward to working with you. Thank you.

Sincerely,

Jane Oertel

Jane Oertel
MTAC Certificate of Merit®
Whittier Branch CM Chair

MTAC CERTIFICATE OF MERIT[®] TEACHER WORK AGREEMENT

By registering students in the Certificate of Merit[®] program, I, *[print first, last name]* _____, fully understand and agree to the following terms of participation:

1. **CM Information & Communication.** I am required to attend the Fall Branch CM Information Meeting. I must have access to email and agree to check my email regularly.
2. **Applications & Enrollment:**
 - I will enroll my students in the Certificate of Merit[®] program (“CM”) online at new.mtac.org between Oct 1 and no later than Oct 31 at 11:59pm. The Online System will compute CM fees due which includes applicable Branch fees.
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 - Dropping students from CM at a later date does not change this Agreement, which is based solely on initial registrations. I will still be required to work the designated number of hours.
6. **Professionalism:**
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 - I will not use my cell phone for personal calls during my assigned CM work hours.
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 - I will act respectfully and mindfully, understanding that this program involves minor children, by refraining from inappropriate comments and unnecessary physical contact with children.
7. **Conflict Resolution.** I must follow the *CM Policies & Procedures*, “Communication Procedures,” and if I cannot solve a problem with my Student/Parent, I will direct any concerns and criticisms only to my Branch CM Chair.
8. **Confidential Information; Privacy.** I will not give out the name, address, email, or phone number of the CM Branch Chair, CM Council, or State Board Members to students or parents. I understand that I may receive, access, or handle data and information that is confidential in performing CM duties. I agree not to disclose any confidential information, including MTAC’s policies and procedures and other copyrighted materials, to any third party, including students and parents, without the prior written consent of MTAC.
9. **CM Policies & Procedures.** I must read and abide by the current MTAC *State Bylaws*, *CM Policies & Procedures*, and *CM Syllabus* (which are incorporated into this Agreement by reference and posted for all members at the Teacher Portal).
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12. **Waiver.** I HEREBY WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE MTAC STATE OR MTAC BRANCHES, THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, MEMBERS, VOLUNTEERS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATED TO MY PARTICIPATION IN MTAC STATE OR BRANCH PROGRAMS, TO THE FULLEST EXTENT PERMITTED BY LAW.

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WHITTIER BRANCH

Affiliated with the Music Teachers' Association of California

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 - Late enrollments are not accepted after Oct 31, 11:59pm. Late payments are not accepted after Nov 10, 11:59pm.
 - I must make every effort to ensure all Application Information is correct, and that my students’ names are typed accurately. Errors cannot be changed after Nov 1.
3. **Work Day Hours.** My Teacher Work Day requirements are based on registration.
Piano: 1-4 students = ½ day; 5-9 students = 1 day; 10-14 students = 1 ½ days; 15-19 students = 2 days; 20 or more = 2 days plus additional work. Winds/Strings: 1-4 students = ½ day, 5 or more students = 1 day.
4. **No Substitutes.** I must personally conduct the required work and may not send a substitute in my place
5. **Non-Work Fee.** A monetary Non-Work Fee of \$100 per ½ day payable to the Branch will be imposed if I cannot or do not appear, or refuse to work (fee is pro-rated if I arrive late or leave before my assigned shift is completed).
 - **Important:** The Certificate of Merit[®] program is run on a primarily volunteer basis, and cannot be operated if CM Teachers do not assist in a team-effort. Therefore, as a matter of fairness to all teachers involved, if a teacher refuses to pay the Non-Work Fee by the deadline set by the Branch **which shall be no later than July 31**, the teacher will be disqualified from participating in CM until the fee is paid. Members may apply for exceptions, such as for physical disability, injury, medical issues, severe financial hardship, with appropriate evidence provided by the applicant, and to be decided on a case-by-case basis at the sole discretion of the CM Council and/or State Board.
 - Dropping students from CM at a later date does not change this Agreement, which is based solely on initial registrations. I will still be required to work the designated number of hours.
6. **Professionalism:**
 - I must work as assigned and will maintain a positive attitude and atmosphere for CM Evaluations.
 - I will not use my cell phone for personal calls during my assigned CM work hours.
 - I will not bring children (who are not CM students that day) with me during my assigned CM work hours.
 - I will act respectfully and mindfully, understanding that this program involves minor children, by refraining from inappropriate comments and unnecessary physical contact with children.
7. **Conflict Resolution.** I must follow the *CM Policies & Procedures*, “Communication Procedures,” and if I cannot solve a problem with my Student/Parent, I will direct any concerns and criticisms only to my Branch CM Chair.
8. **Confidential Information; Privacy.** I will not give out the name, address, email, or phone number of the CM Branch Chair, CM Council, or State Board Members to students or parents. I understand that I may receive, access, or handle data and information that is confidential in performing CM duties. I agree not to disclose any confidential information, including MTAC’s policies and procedures and other copyrighted materials, to any third party, including students and parents, without the prior written consent of MTAC.
9. **CM Policies & Procedures.** I must read and abide by the current MTAC *State Bylaws*, *CM Policies & Procedures*, and *CM Syllabus* (which are incorporated into this Agreement by reference and posted for all members at the Teacher Portal).
10. **Primary Teacher.** I must be the Primary Teacher (as defined in *CM Policies & Procedures*) for the students I enroll in CM. I may not enter students under my name for any other teacher or I will be subject to possible disciplinary action, in accordance with *CM Policies & Procedures*.
11. **Volunteer Basis.** I understand and agree that I will not be paid any compensation for work rendered, and will not be covered by any medical or other insurance by MTAC or MTAC’s Branches. I understand and agree that I am not eligible for worker’s compensation benefits, or any other benefits. My work rendered is in exchange for the participation of my students in the Certificate of Merit[®] program, which provides benefits to my studio and profession.
12. **Waiver.** I HEREBY WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE MTAC STATE OR MTAC BRANCHES, THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, MEMBERS, VOLUNTEERS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATED TO MY PARTICIPATION IN MTAC STATE OR BRANCH PROGRAMS, TO THE FULLEST EXTENT PERMITTED BY LAW.

CM Teacher Signature

Date

Please check one of the following:

I will be available and agree to work. My preferred volunteer job is: _____

My preferred day/shift (AM/PM) is: _____

I am not available and/or cannot work, and I am including the Non-Work Fee of: _____