MTAC CERTIFICATE OF MERIT®
TEACHER WORK AGREEMENT

This is a 2 page agreement form. For this first page please fill in at top (directly below) and #3 plus initial and date at the bottom; for the second page please sign in full, date and check the appropriate box, thank you.

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 attended the October 3 WLA Branch CM Meeting OR have completed and sent CM chair Kathleen Summerland the alternative Quiz. I must have access to email and agree to check my email regularly. I understand that I may be blocked from participating in CM 2018 if I do not follow the *CM Policies and Procedures* and all documents posted on the State website: new.mtac.org and our branch website: mtacwla.org

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; fee info will be emailed to parents.
   - Late enrollments are not accepted after Oct 31, 11:59pm. Late payments are not accepted after Nov 10, 11:59pm.
   - AFTER all my students' parents have paid CM fees AND by Nov. 13 I will have mailed to Kathleen Summerland at 3338 Corinth Ave. Los Angeles CA 90066-1313: A legible printed copy of my Student List (from the "Reports" tab on new.mtac.org website) and this signed Teacher Work Agreement. NO screen shots, please!
   - There is no late enrollment (registration) and there is no refund after registration closes.
   - 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 student enrollment as of November 11, 2017. I must work and may not send a substitute without prior approval from Branch CM Chair. All substitutes must be approved by February 1, 2018. A monetary fine of $50.00 per hour or any part thereof made payable to MTAC-WLA will be imposed if I refuse to work, do not show up for my assigned shift, arrive late or leave early from my assigned shift. 1-4registered students = ½ day (5 hours); 5-9 students = 1 day (10 hours); 10-19 students = 1 ½ days (15 hours); and 20 or more registered students = 2 days (20 hours). Please check the time(s) you prefer to work: Saturday, March 3: AM (5 hours) ____ PM (5 hours)____ All day (10 hours)____
   Sunday, March 4 AM (5 hours) ____ PM (5 hours)____ All day (10 hours)____
   Winds/Strings: 1-4 students = ½ day, 5 or more students = 1 day.

4. **Non-Work Fee.** A monetary Non-Work Fee of $50.00 per hour 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 2018**) 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.

5. **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.

6. **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.

7. **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.

8. **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).

9. **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*.

10. **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.

11. **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: _____

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