

Music Teachers' Association of California
CERTIFICATE OF MERIT® TEACHER WORK AGREEMENT

This is a 2 page agreement form. For this first page please fill in 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 am required to attend the October 7, 2014 West Los Angeles Branch CM Information Meeting, 10:00 a.m. at Keyboard Concepts, Santa Monica, part of the fall General Meeting for West LA members. If I did not attend the October 7 meeting I have included the required completed CM quiz with my documents and check. I must have access to email and agree to check my email regularly.
2. **Registration:**
 - I will register my students in the Certificate of Merit® program ("CM") online at www.mtac.org between Oct .1 and no later than Oct. 31 @ 11:59pm. The online registration system computes CM fees and includes applicable Branch fees.
 - By Nov. 1 I will have mailed to Lisa Pietruszka Polak at 1138 South Crest Dr., Los Angeles CA 90035: One (1) check payable to MTAC WLA of total fees for all students; a printed (hard) copy of my Student List; a printed copy of the Student Fees List, and this signed Agreement.
 - There is no late registration and there is no refund after registration closes.
 - I must make every effort to see that all Registration and Evaluation 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 on October 31, 2014. I must work and may not send a substitute without prior approval from Branch CM Chair. All substitutes must be approved by March 1, 2015. 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 for or leave early from my assigned shift. 1-5 students = ½ day (5 hours); 6-10 students = 1 day (10 hours); 11-19 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 7 AM (5 hours) ___ PM (5 hours)___ All day (10 hours)___
Sunday, March 8 AM (5 hours) ___ PM (5 hours)___ All day (10 hours)___
 - **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, 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.
4. **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.
5. **Conflict Resolution.** I must follow the *CM Policies & Procedures*, Section 13 "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.
6. **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 to any third party, including other CM students and parents (except the students' CM Teacher where required), without the prior written consent of MTAC.

CERTIFICATE OF MERIT® TEACHER WORK AGREEMENT (cont'd)

7. **CM Policies and Procedures.** I must read and abide by the current MTAC *State Bylaws, CM Policies & Procedures*, and current *CM Syllabus* for my instrument(s).
8. **Primary Teacher.** I must be the primary teacher for the students I enroll in CM and 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 Sections 4.1- 4.2*.
9. **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.
10. **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: _____