

# DIAMOND BAR BRANCH

Affiliated with the Music Teachers' Association of California

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Certificate of Merit® – Teacher Work Agreement

September 7, 2015

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 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 along with your student fee check, student list, and fees list postmarked by November 1. Your student registration will not be considered complete until this agreement is received.

*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 1. 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 barred from participating in future 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,

*Nancy Lim*

*Masako Okamura-Klassen, D.M.A.*

MTAC Certificate of Merit®

Diamond Bar Branch CM Co-Chairs

**Music Teachers' Association of California**  
**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. **Registration:**
  - I will register my students in the Certificate of Merit® program ("CM") online at [www.mtac.org](http://www.mtac.org) between Oct .1 and no later than Oct. 31 at 11:59pm. The online registration system will compute CM fees due which includes applicable Branch fees.
  - By Nov. 1 my CM Branch Chair must have received from me: One (1) check payable to the Branch including the fees for all students; a print copy of my Student List; a print 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.  
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/Voice: 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 \$300/day, \$150/half day, \$75/any missed hours 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 30 days after the CM Date, 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.
7. **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.
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 to any third party, including other CM students and parents (except the students' CM Teacher where required), 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*.
10. **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*.
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: \_\_\_\_\_
- I am not available and/or cannot work, and I am including the Non-Work Fee of: \_\_\_\_\_