

MTAC CERTIFICATE OF MERIT[®] TEACHER WORK AGREEMENT

(send this form to Branch CM Chair by November 13, 2018 Postmark deadline)

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. **Application & 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 **11:59 pm**. The Online System will compute CM fees due which includes applicable Branch fees.
 - Late enrollments are not accepted after Oct. 31, **11:59 p.m.** Late payments are not accepted after Nov. 10, **11:59 p.m.**
 - 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 original enrollment. See Teacher Help Form.
4. **Substitutes.** I must personally conduct the required work. The CM Chair must approve my substitute request in the extreme event I cannot fulfill my obligations. Deadline to submit Substitute request is Nov 12, 2019.
5. **Non-Work Fee.** A monetary Non-Work Fee of \$250 per session 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 **subsequent** 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.
* Withdrawn students from CM after Oct 31 does NOT change this Agreement, which is based solely on initial enrollments. 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 or criticisms only to my Branch CM Chair.
8. **Confidential Information; Privacy.** I will not give out name, address, email, or phone number of the CM Branch Committee, 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 enrolled in CM. I may not enter students under my name for any other teacher or I will be subjected to possible disciplinary action, in accordance with CM Policies & Procedures.
11. **Volunteer Basis.** I understand and agree that I will be 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.

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