

Canadian Ski Instructors' Alliance (CSIA) Foreign and Domestic Program Policy

Policy Owner: Director of Education and Membership Services

Policy Approver: National Board of Directors

Effective: July 19, 2016

Next Revision Date:

References:

- Conflict of Interest Policy
- Branding Manual
- Reseller Agreement
- National\Regional Operating Agreement
- National Course Guides
- CSIA Code of Ethics
- Course Conductor Code of Conduct
- CSIA Social Media Policy
- CSIA Helmet Use Policy
- Annual Course Conductor Contract Agreement

1. Definitions

CSIA National – There is a distinction between National and Regional bodies within the CSIA organization. National therefore refers to the body that oversees the entire organization and its strategic direction, membership services, brand management, certification and education standards.

CSIA Regions – 6 distinct geographic areas within Canada that are locally represented by incorporated bodies serving CSIA members within these various regional boundaries.

Gap Programs – Owned and operated by international tour agencies, Gap programs affiliate themselves with various ski resorts within Canada and offer foreign students a variety of snow sport training programs during their year between high school and university\college. Often 4-8 weeks in length, these training programs prepare students for enrolment in certification courses such as those delivered by CSIA.

Resellers – Various snow schools throughout British Columbia were grandfathered by CSIA National to administer CSIA Level 1 certification courses based on a set of criteria developed by

CSIA National and the CSIA region of British Columbia. An agreement between the reseller, the CSIA National and the CSIA region of British Columbia is signed each year outlining the terms and conditions by which the reseller must follow when administering CSIA Level 1 certification courses.

Contracted Parties – includes:

- Privately owned businesses that seek approval from CSIA National to administer certification programs in foreign countries based on a set of criteria and standards developed by CSIA National. Annual agreements are signed between CSIA National and those contracted parties approved to administer CSIA certification programs.
- Privately owned businesses contracted jointly by CSIA National and a CSIA Region to deliver CSIA Level 1 certification courses on their behalf; in a particular CSIA Region in Canada based on a set of criteria and standards developed by CSIA National.

Certifications courses - includes the training and assessed portion, as well as modules that award credits towards a CSIA certification level.

2. CSIA Mission and values

The Canadian Ski Instructors' Alliance provides excellence in education for the profession of ski teaching, contributing to the growth and enjoyment of skiing.

At the Canadian Ski Instructors' Alliance (CSIA), we value our sport and its environment, our members, our partners and the skiing public.

3. Policy Purpose

This policy has been written to provide direction to staff on matters of domestic and foreign education programs delivered by parties other than the CSIA National or CSIA Regions. Current program delivery practices are outlined in this policy along with the management control procedures applied to ensure brand and program standards are maintained in each circumstance. The policy outlines the internal and external factors that must be taken into consideration prior to approving CSIA program delivery whether domestically or in a foreign country.

4. Domestic Program Overview

- 4.1. The CSIA as a not-for-profit organization certifies and trains alpine ski instructors to teach the general public and provides professional development to its members through a variety of mediums including instructional manuals, on-line and on-snow training

modules, member conventions and certification courses. CSIA National also publishes regular updates through a series of course guidelines that set the standard for certification course curriculum, including ski technique and teaching requirements for all four (4) levels of instructor certification. CSIA National is responsible to maintain the delivery of all certification courses conducted under the CSIA brand, including: oversight of course content and duration, assessment criteria, program pricing and records management.

- 4.2. CSIA National through an annual operating agreement, extends the right to administer the Level 1 certification program to each CSIA Region and in so doing, permits these Regions to set their own course price allowing for a specified annual remittance to CSIA National per candidate on course. Each CSIA Region must adhere to the National course guidelines, record reporting requirements, technical and teaching standards and brand management criteria.
- 4.3. In an effort to deal with a historical precedent set in the British Columbia Region over a decade ago, CSIA National entered into “reseller agreements” with various Snow Schools in this Region identified as Resellers. This agreement permits them to administer Level 1 certification programs at their resort. These snow schools must adhere to a prescribed and annually reviewed set of criteria to qualify as a reseller. These criteria include: minimum level of participants, CSIA National and CSIA BC remittances, course pricing increase practices, etc. They must also adhere to the National course guidelines, record reporting requirements, technical and teaching standards and brand management criteria.
- 4.4. Domestically run Gap programs, owned and operated by international tour agencies are offered at various ski resorts throughout Canada each year (predominantly in Western Canada). These GAP programs deliver instructor training to students wishing to complete a CSIA Level 1 and/or Level 2 certification course.
 - 4.4.1. Candidates enrolled in a domestic Gap program must register separately for the Level 1 and Level 2 CSIA certification courses following completion of their training program.
 - 4.4.2. Registration must be completed through the CSIA Regions for the Level 1 certification and through the CSIA National for the Level 2 certification courses.
 - 4.4.3. Although the delivery of certification courses remains separate from the Gap programs themselves, issues of Brand Management have arisen when Gap programs incorporate the CSIA logo and other course materials in their promotional marketing programs, without CSIA authorization. Although these Domestic Gap programs provide increased course enrolment for the CSIA, management of our brand has become increasingly important with such groups.

Therefore, in order to ensure CSIA brand management criteria are met, the usage of CSIA brand must be approved by CSIA National.

- 4.5. In all Domestic Program situations noted above, the Course Conductors delivering such programs must have the appropriate Course Conductor level status, must have followed the current course conductor training and must have paid their membership dues in advance of working on such courses. As well, all Course Conductors delivering CSIA National courses (example: Level 2 certification courses within a Gap program) must also sign an annual contract with CSIA National. This contract stipulates the need to adhere to various policies including: Conflict of Interest, Course Conductor Code of Conduct and the CSIA Social Media Policy. All National and Regional courses/programs require course conductors to wear a protective helmet, as per the CSIA National\Regional Helmet policy.

5. Foreign Program Overview

- 5.1. Over the past decade, CSIA National has offered certification courses in select foreign countries through contractual agreements, with various parties. These certification courses are permitted to allow existing CSIA members living abroad to gain access to further professional development.
- 5.2. In all cases, the CSIA brand and course standards must be adhered to by the Contracted Parties, including the requirement to hire currently trained and certified CSIA course conductors.
- 5.3. The Contracted Parties are responsible for the course conductor hiring, insurance coverage, any expenses related to the hired Course Conductor and issues of potential dispute between the Contracted Party and the hired course conductors.
- 5.4. The Contracted Parties must remit a remittance fee per course candidate to the CSIA National.
- 5.5. Currently there are two Contracted Parties offering CSIA certification programs in foreign countries.
 - 5.5.1. Andorra - CSIA National was approached by government officials from Andorra to offer a CSIA certification program that meet their minimum of 120 hours of training (equivalent to the Andorran Level 1) set by EFPEM (equivalency commission) to help fill the need for English speaking ski instructors in their country. This led to the design of a CSIA course that encompasses the Level 1 & 2 certification course over 120 hours plus local training requirements. Given this

was designed at the request of the Andorran government, offering these programs, which might have otherwise competed with the local instructor certification body in Andorra, were not seen as disruptive or predatory in any manner. CSIA also permits the delivery of Level 3 certification courses and the training portion of the Level 4 course, to our existing members, with specific terrain requirements needing to be met. Attendees to the Level 2, 3 and 4 must be existing CSIA members. An annual agreement is signed between CSIA National and the Contracted Party which includes the remittance fee per course candidate, Contracted Party's responsibilities and procedures/policies to follow.

- 5.5.2. New Zealand - CSIA National, through an annual agreement, permits a Contracted Party to deliver Level 2 & 3 certification courses as part of a camp style training offered over several weeks in New Zealand each year. Each year CSIA National must obtain permission from the New Zealand Ski Instructors Association to host our certification courses in their country. CSIA National is restricted from offering Level 1 courses in New Zealand. Attendees must be existing CSIA members. An annual agreement is signed between CSIA National and the Contracted Party which includes the remittance fee per course candidate, Contracted Party's responsibilities and procedures/policies to follow.

6. Program Approval Criteria

The following criteria must be met by any party delivering certification courses on behalf of CSIA National:

6.1. Program Offering

- 6.1.1. CSIA National must seek and receive approval from any foreign country considered by a Contracted Party to host CSIA certification courses. This condition must be met before any further agreement is considered with the Contracted Party.
- 6.1.2. Except for in circumstances where a country's government/certifying body makes an official request to the CSIA National to fulfill a specific need (as was the case in Andorra); CSIA National will not offer CSIA Level 1 certification courses and restrict the offering of CSIA certification courses in foreign countries to Level 2 & 3 and where appropriate, Level 4 course training. This will result in course candidates being CSIA active members only and limit any potential damage to international relations with other foreign instructor certifying bodies.

- 6.1.3. In the circumstance where there is no Ski Instruction certifying body in a foreign country:
- 6.1.3.1. All requests for offering certification courses in such foreign country, must be submitted to the CSIA Director of Education and Membership Services and CSIA Managing Director. An evaluation of the situation will be completed. CSIA National offering in such foreign country may include CSIA certification courses Level 1, Level 2, Level 3 and where appropriate, Level 4 course training. This will be granted under a project specific licensing agreement.
 - 6.1.3.2. All requests for providing help with the development and implementation of a certification body in such countries must be directed to the CSIA Director of Education and Membership Services and CSIA Managing Director. An evaluation of the situation will be completed and the CSIA National Board of Directors will be informed of the CSIA National plan of action.
- 6.1.4. Inquiries of any kind related to a request to administer CSIA certification courses should be directed to the CSIA Director of Education and Membership Services.
- 6.1.5. Communication with foreign countries on matters of CSIA certification programs will be conducted through the Director of Education and Membership Services on behalf of CSIA National;
- 6.1.6. Communication/requests received from foreign countries regarding CSIA certification programs should include the Managing Director and the National Board of Directors when it is deemed that there is a conflict of interest situation with the Director of Education and Membership services taking the decision or the person requesting to run such courses in foreign countries being in a position of decision at the CSIA National/Regional level.
- 6.1.7. Staff recommendation on new foreign countries requests shall be ratified by the CSIA National Board of Directors, prior to the decision being communicated. This may include, but is not limited to, requests from new contracted parties and/or from countries where the CSIA does not already have a presence.

6.2. Course Conductors:

- 6.2.1. All Course Conductors hired to deliver CSIA certification courses must be active members in good standing of the CSIA, have the appropriate Course Conductors status and must have followed the current course conductor training.
- 6.2.2. All Course Conductors must wear a helmet when performing duties as a course conductor, as outlined in the National CSIA helmet usage policy.

- 6.2.3. All Course Conductors delivering CSIA certification courses must wear a course conductor uniform, if available, and a CSIA supplied name tag as a minimum.
- 6.2.4. In all cases, Course Conductors hired by CSIA National, CSIA Regions and Domestic or Foreign Contracted Parties are considered independent contractors; Course Conductors hired by Resellers may on a case by case basis be employees of the reseller and as such have insurance coverage provided by their employer.

6.3. Course delivery and administration

- 6.3.1. CSIA Course guidelines and published standards must be followed when delivering CSIA certification courses.
- 6.3.2. Certification Course results must be sent to CSIA National within 14 days of the completion of the course.
- 6.3.3. All proprietary material such as Course manuals must not be re-sold or copied without the express permission of CSIA National and authorization for usage of such material must be obtained by the CSIA Director of Education and Member Services. This will be granted under a project specific licensing agreement.
- 6.3.4. Any and all agreements required to administer CSIA certification courses on behalf of CSIA National must be signed in advance of the course offering.
- 6.3.5. The conditions of any and all agreements between CSIA National and a Region, Reseller or Contracted Party must be followed or contract termination will follow as per the terms set out in such agreements.
- 6.3.6. Governing Law – agreements shall be governed and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable in Quebec.
- 6.3.7. Terms and Conditions of each agreement will include but not be limited to reference to agreement Language, Severability, Binding Effect, Limitation of Liability, Force Majeure, Notices, Confidentiality, Conflict of Interest, Course pricing and conditions of payment and assumption of risk, release of liability and waiver.
- 6.3.8. Regions, Resellers and Domestic Contracted Parties shall provide proof of Accident, Death and Disability and Workman's Compensation coverage along with General Liability Coverage as specified in the annual agreement.

- 6.3.9. No Foreign Contracted Parties nor course conductors hired by the Contracted Party will be covered by CSIA National's Accident, Death and Disability and Workman's Compensation policy.
- 6.3.10. Foreign Contracted Parties and course conductors hired by a Contracted Party shall not be covered by CSIA National's General Liability Insurance policy. Foreign and Domestic Contracted Party must purchase appropriate General Liability Insurance coverage with a minimum limit of \$5,000,000.00 and naming CSIA National as "Additional Insured".
- 6.3.11. CSIA National will receive within 10 working days, a copy of any member accident that occurs while enrolled in a CSIA sanctioned certification course.
- 6.3.12. All CSIA programs offered in foreign countries will be randomly audited by CSIA National staff from time to time to ensure quality of course delivery, adherence to course curriculum and testing standards.
- 6.3.13. All marketing and promotion of CSIA certification programs by Regions, Resellers and Contracted Parties will be audited by CSIA National to ensure compliance with the organizations Brand Management manual and copyright restrictions. Any contraventions of these requirements will be grounds for termination of existing agreements with the Regions, Resellers or Contracted Parties.
- 6.3.14. All formal agreements between CSIA National and the Regions, Resellers and Contracted Parties will be retained in a central filing system for reference as required at the CSIA head office.
- 6.3.15. Agreements entered into by CSIA National with the Regions, Resellers and Foreign\Domestic Contracted Parties will be reviewed by CSIA's legal counsel on a regular basis to ensure all CSIA National rights and privileges are maintained to the fullest degree possible and liabilities of any kind are managed appropriately.