

**TERMS AND CONDITIONS
OF NATIONAL CERTIFICATION FOR A
COMMAND SPANISH® CERTIFIED INSTRUCTOR (CSCI)**

- I. ELIGIBILITY:** To become a Command Spanish® Certified Instructor, an individual must be 21 years old and demonstrate proficiency in both English and Spanish that is sufficient to support the instruction of Command Spanish® materials and programs. A person need not be a professional language teacher, nor does he/she need to be fully bilingual. There is no degree requirement. Command Spanish®, Inc. reserves the right to test an individual's Spanish or English language ability and/or request documentation supporting an individual's formal or informal Spanish or English language background.
- II. BECOMING CERTIFIED:** An individual becomes certified by completing the two-day Command Spanish® "Teaching Occupational Spanish" (TOS) certification seminar, or by completing our "Teaching Occupational Spanish --Independent Study". Certification is valid for 12 months following the date the instructor received certification and is subject to annual review and renewal (see Paragraph IV).
- III. REPRESENTATION:** Once an individual is certified, he/she is issued a Command Spanish® Certified Instructor identification card that is valid for one year from the date of issuance. A Command Spanish® Certified Instructor (CSCI) may represent him/herself in advertising and promotion as a Command Spanish® Certified Instructor, but not as an Official Registered Provider (ORP) or a Licensed Official Registered Provider (LORP), which are titles reserved for agencies and units within an educational institution. Certified Instructors may use the Command Spanish®, Inc. CSCI logo (as shown below) on any promotional material created, printed, published, or distributed by the CSCI; and she/he may use any of CS's other trademarks, including Command Spanish®, Inc., only when promoting Command Spanish® products and services. A Command Spanish® Certified Instructor may not represent him/herself as an employee of Command Spanish®, Inc., nor act in any capacity as an agent of Command Spanish®, Inc.



- IV. ANNUAL RENEWAL OF CERTIFICATION:** To renew annual certification at no fee, a Command Spanish® Certified Instructor must teach occupational Spanish to a minimum of 10 students per year using Command Spanish® training materials. Performance is validated solely by the number of manuals ordered during the annual certification period. It is to be understood that each student must purchase, or be provided with, his/her own copy of the manual being used for instruction. At NO time is the duplication of Command Spanish® materials permitted. By teaching 10 students per year, an instructor's certification is renewed each year at no cost to the individual instructor, at the discretion of Command Spanish®, Inc. If an individual fails to teach a minimum of 10 students before his/her certification expires, then it may be renewed by paying a non-refundable administrative fee of \$100. Instructors will receive a notice regarding the expiration of their certification three months before it expires.

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- V. CERTIFICATION EXPIRATION:** An instructor whose certification has expired may continue to purchase Command Spanish®, Inc. materials at a retail price.
- VI. A. ORDERING MATERIALS AND ONLINE COURSE CODES:** A Command Spanish® Certified Instructor may order, in accordance with the document entitled "Policies for Ordering Command Spanish® Materials," and teach any materials from the regular Command Spanish® inventory of manuals, materials, and curricula, at a special discounted price. A CSCI may also order and sell activation codes for online courses to be used at CommandSpanishOnline.com at a discounted price.
- VI. B. AREA OF OPERATION:** Command Spanish® Certified Instructors may work for their employer (schools, agencies, companies), for an ORP or a LORP. They may also work independently as trainers. An Instructor's certification is portable and may be used any place in the United States or Canada. When working as independent trainers, assuming they have no restrictions placed upon them by their employers or by Command Spanish®, Inc., they may undertake instruction anywhere and for anyone.
- VII. RESTRICTIONS:** The marketing, sales, and delivery of Command Spanish® materials and programs must not be, in the opinion of Command Spanish®, Inc. management, to the detriment of any LORP. If a Command Spanish® Certified Instructor intends to operate within the exclusive territory of a LORP, then he/she must notify Command Spanish®, Inc prior to doing so. For a complete listing of LORPs and a description of each LORP's exclusive geographic areas, go to www.commandspanish.com. Command Spanish® Certified Instructors may not compete for clients and contracts already in negotiation or discussion with LORPs. Nor shall instruction provided by CSCIs be to the detriment of any corporate training programs controlled by Command Spanish®, Inc. The management of Command Spanish®, Inc. will be the arbiter of all disputes, disagreements, and issues arising out of conflicts between CSCIs and LORPs. Certified Instructors may NOT order materials for any other instructor or trainer, and Certified Instructors may NOT secondarily train any other person to deliver Command Spanish® instruction on their behalf.
- VIII. RESPONSIBILITIES AND OBLIGATIONS:** It is the responsibility of the Command Spanish® Certified Instructor to ensure that he/she meets and maintains the conditions, standards, and policies of Command Spanish® instruction. In particular, this refers to the correct utilization of Command Spanish® instructional methods, materials, and testing techniques as outlined and specified in the *Instructional Guide for Command Spanish® Language Programs*, (Dunn, 1999, 2002). Furthermore, the Certified Instructor must not engage in any activity that would adversely affect the reputation or stature of Command Spanish®, Inc. either locally or nationally. CSCIs may not secondarily train other Spanish-speakers to train with or for them using Command Spanish® materials.
- IX. SUPPORT AND REFERRALS:** Certified Instructors may request technical support from Command Spanish®, Inc. in matters of curriculum, instruction, and testing. All

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Certified Instructors will receive the CS Newslines, which is an electronic newsletter sent via e-mail for updates regarding new and revised materials. CSCIs will also receive via e-mail a special monthly update regarding the restricted site address. With this information, CSCIs may access updates for the *Marketing Guide for Command Spanish® Programs*, as well as other important marketing information. When Command Spanish®, Inc. receives contract training inquiries at its national headquarters, it may refer these opportunities to active Command Spanish® Certified Instructors.

- X. COPYRIGHT VIOLATIONS AND PROSECUTION:** All Command Spanish® materials are protected by federal copyright law. Command Spanish®, Inc. expressly prohibits anyone or any agency, including Command Spanish® Certified Instructors, from photocopying or otherwise duplicating any of its printed or electronically recorded materials. Such duplication is illegal and will be aggressively investigated by Command Spanish® legal counsel and the Federal Bureau of Investigations. Furthermore, Command Spanish®, Inc. will provide a significant monetary reward for information leading to the successful prosecution of copyright violators.
- XI. PURCHASE OF SPECIAL MARKETING MANUALS:** Marketing Editions are promotional manuals that are identical to the students' training manual, except the audio materials in the Marketing Edition are intentionally left blank. CSCIs may purchase Marketing Editions.
- XII. DISTANCE LEARNING AND ONLINE INSTRUCTION:** CSCIs may not deliver Command Spanish®, Inc. programs via distance learning vehicles (T-lines, satellite, etc.), online instruction (e-learning), or any other type of virtual classroom, unless permission to do so is granted, in writing, by Command Spanish®, Inc. However, Command Spanish®, Inc. offers online training; and CSCIs are invited to become an affiliate in order to sell online courses via his/her own website.
- XIII. REVOCATION OF CERTIFICATION:** Command Spanish®, Inc. reserves the right to revoke an instructor's certification for just cause. Such cause includes, but is not limited to: copyright violations; misrepresentation; misuse of materials; misuse of the company logo and trademarks; commingling Command Spanish® instruction with other materials and programs without written consent of Command Spanish®, Inc.; or unprofessional conduct. Command Spanish®, Inc. also reserves the right to revoke the certification of any Certified Instructor who CS feels does not represent the company's best interest or who CS feels does not share the common vision, philosophy, and goals of Command Spanish®, Inc. In particular, Command Spanish®, Inc. will revoke certification of any instructor who fails to employ or purposely alters Command Spanish® instructional methods, materials, and testing techniques as outlined and specified in the *Instructional Guide for Command Spanish® Language Programs*, (Dunn, 1999, 2002).

NOTE: This document is subject to periodic revision and amendments. If you are not certain that this is the most recent version of this document, please contact Command Spanish®, Inc. at 601-582-8378 for verification, or download from website.