

Terms and Conditions of NASBLA Course Approval and Sanction

Updated January 23, 2009 to include the Paddlesports Education Standards references

This document contains the Terms and Conditions which apply to the all providers of boating courses approved or sanctioned by the National Association of State Boating Law Administrators, Inc. (hereafter referred to as "NASBLA").

This Terms and Conditions document is intended to supplement, not replace the NASBLA National Boating Education Standards, the NASBLA Paddlesports Education Standards or the NASBLA Course Approval Process adopted by the association.

Definitions

As used in these Terms and Conditions:

- 1) "Course" means and refers to a NASBLA-approved or NASBLA-sanctioned boating safety education course, including all documents and materials submitted as part of an application for NASBLA approval or sanction of said Course.
- 2) "Course Provider" means and refers to a party, including a state, seeking application to NASBLA for approval or sanction of a boating safety Course and, after approval or sanction, providing that Course is in compliance with the National Boating Education Standards or the Paddlesports Education Standards.
- 3) "Exam Pool" means and refers to the collection of Questions maintained by a Course Provider, which may or may not include Questions found in the NASBLA Exam Pool, but which must be contained in a Course.
- 4) "NASBLA Exam Pool" means and refers to the entire NASBLA collection of Questions approved, from time to time, by NASBLA.
- 5) "Question(s)" means and refers to each individual question approved by NASBLA for inclusion on a test in a Course. There may be Questions in a Course, and thereby in a Course Provider's Exam Pool, which are neither in the NASBLA Exam Pool nor in the Exam Pool of another Course Provider.
- 6) "State," for the purposes of NASBLA course approval or sanction, means a state, commonwealth, federal district, or territory of the United States or, if outside the United States, another regulating jurisdiction.
- 7) "Test Form(s)" means and refers to those tests containing Questions identified by NASBLA as approved NASBLA Test Forms
- 8) "Notice of NASBLA Approval" means and refers to the letter issued by NASBLA when a basic boating safety course has been found to meet the National Boating Education Content Standards (1-9)

9) “Notice of NASBLA Sanction” means and refers to the letter issued by NASBLA when a paddlesports education course has been found to meet the Paddlesports Education Content Standards (P:1-P:9)

Administrative

1. The Course Provider shall comply with all applicable State laws, regulations, and policies.
2. The Course Provider shall provide accurate information for students wishing to obtain a state’s education certificate upon the successful completion of the Course Provider’s course.
3. The Course Provider shall list, provide links, and issue certificates of Course completion for those States which have indicated that the Course has met the content requirements for Standard 8 or P:8 **and** has been recognized, accepted, or endorsed by their particular State. *However, due to additional state laws, regulations and policies that may be in place, it is possible that the Course may not meet the state’s boating education requirements nor be accepted for use in the state.*
4. The Course Provider shall not describe or market a course as “NASBLA approved or “NASBLA-Sanctioned,” unless the provider has received a Notice of NASBLA Approval or NASBLA Sanction.
5. The Course Provider shall be granted NASBLA approval or sanction at the sole discretion of NASBLA for the boating safety Course(s) for a period of up to three (3) years, beginning on the date of approval and terminating on December 31st of the third year following the date of approval, and subject to the terms and conditions hereof.
6. The Course Provider shall not use the name "National Association of State Boating Law Administrators," the initials "NASBLA," the NASBLA logo, or the NASBLA Paddlesports logo unless the provider has received a Notice of NASBLA Approval or NASBLA Sanction and uses them pursuant to these terms and conditions.
7. If applicable, the Course Provider shall provide the information necessary to enable creation of the Course Provider’s website link. NASBLA shall not be responsible for any damage to the Course Provider’s website nor for any consequential damage suffered by Course Provider by reason of a third party linkage to the Course Provider's website via such link.
8. In the provision of its Course(s), the Course Provider shall provide reasonable accommodations pursuant to applicable law to persons with disabilities or language barriers. In the execution of these terms and conditions, neither the Course Provider nor

NASBLA shall discriminate against any person because of sex, race, color, creed, national origin, or disability.

9. The Course Provider shall clearly state in writing on the first substantive page of the Course all student costs relating to the successful completion and receipt of certification.

10. The Course Provider shall use its best efforts to maintain as confidential all personal information obtained from a member of the public, including test scores on all tests taken.

11. The Course Provider may issue a certificate of Course completion to any student who qualifies for it and that certificate shall be processed and delivered to the student within five (5) weeks after Course completion. The certificate shall include the NASBLA logo or the NASBLA Paddlesports logo and the wording “Course approved by the National Association of State Boating Law Administrators and Recognized by the U.S. Coast Guard” or, for a Paddlesports Education Course: “National Association of State Boating Law Administrators sanctioned course that is also recognized by the U.S. Coast Guard” The Course Provider shall be granted limited use of the NASBLA name and logo for the purposes described herein. The course certificate of completion must also identify the state for which the course was presented. NASBLA recommends that course providers issue wallet size certificates, which include name, date of birth, sex, and traceable certificate number for uniformity and ease in enforcement for those states that require an education certificate.

12. The Course Provider shall not misuse or misrepresent NASBLA, its staff, policies or procedures.

13. On or before December 1st of each year, the Course Provider shall provide the State-required reporting statistics for NASBLA-approved certificates issued by that State to the State boating law administrator for the preceding federal fiscal year (October 1 to September 30).

14. In the event that the Course Provider does not receive NASBLA approval or sanction of the boating safety course(s), the Course Provider may appeal the decision according to the Bylaws of NASBLA. The Course Provider shall request an appeal by completing the Appeals Form (see Appendix A) and submitting the form to NASBLA per the instructions.

15. In the event of the Course Provider’s violation of the terms outlined in this document, NASBLA shall have the right to revoke approval or sanction of the Course Provider and all Courses. The Course Provider shall promptly remove, and shall certify in writing to NASBLA that it has removed, all statements indicating Course approval or sanction and the NASBLA name and logo from its website and materials. The Course Provider shall be allowed to retain records of previously issued Course completions that bear the NASBLA logo.

Course Content

1. The Course Provider shall reference and have access to a list of boating safety resources available through the NASBLA website in developing course content and exam questions.
 2. The Course Provider shall offer the same Course as presented in the original application for approval or sanction. The “same Course” means the use of the same student texts, testing materials, and any other supplemental materials. The Course Provider may add material to the Course, but may not delete or alter the material until the Course Provider has notified NASBLA of such changes to its Course content and those changes have been approved in writing by NASBLA.
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Testing

1. The Course Provider’s signing of the security agreement associated with the NASBLA Test Forms will allow access to Test Forms maintained by NASBLA.
2. The Course Provider shall provide students with accurate instructions regarding the Course, the final exam, and how to apply for a certificate of Course completion for the State for which the Course is being taken.
3. The Course Provider shall only offer a final exam that has a Course associated with it. A student may opt to challenge the final exam without taking the Course, but the Course shall be designed such that a student is to be presented with the introduction of course material(s) before being offered the final exam.
4. In an Internet Course, the Course Provider shall not provide links which allow a student to reference the course materials during the final exam.
5. For final exams offered on the Internet, the exam Questions must be randomly selected from a Pool of Questions such that the resulting exam meets the weights specified in NASBLA Testing Standards 3 or P:3 . The number of Questions in the Pool from which the random selection draws must be at least: i) two times the number of Questions presented on the exam in 2008; ii) three times the number of Questions presented on the exam in 2009; and iii) four times the number of Questions presented on the exam in 2010. Furthermore, the Questions in the Exam Pool must be distributed according to the weights specified in NASBLA Standard 9.2.3, Testing Standards 3 and 4. The Exam Pool for 2010 and following years must consist of at least the following minimums:

National Boating Education Standards

Number of Questions	Standard Number
10	1
40	2
30	3
10	4
50	5
40	6
20	7
20	8

Paddlesports Education Standards

Number of Questions	Standard Number
4	P:1
12	P:2
20	P:3
4	P:4
28	P:5
28	P:6
4	P:7
20	P:8

6. If an Internet Course presents more than one final exam to the same student, the exam presentation algorithm must ensure that no two exams have more than 50 percent of the same Questions on the exams. If a classroom Course presents more than one exam to the same student, the subsequent exams must be constructed such that at least 50 percent of the Questions differ from the previous exam or must use a different NASBLA Test Form. A Question will be considered to be the same as another Question if it has substantially the same stem and the same set of distractors as the Question it is replacing.

Notice of Appeal

(Appendix A)

When in disagreement with a decision made by the NASBLA Education Director concerning a Course review, this form may be used to file an appeal of that decision. You must file the appeal with NASBLA within 30 working days of the date you received the Education Director's decision. The appeal should be filed by mail at the address below:

NASBLA
1500 Leestown Road, Suite 330
Lexington, KY 40511

Today's date: _____

Section I

Name of person filing appeal: _____

Name of company (if applicable): _____

Name of boating safety course: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail address: _____

It is important that NASBLA be able to contact you concerning your appeal. Please provide a number where a message can be left. Also, please notify NASBLA if you have a change of address.

Section II

Please provide the reason(s) why an approval or sanction should have been granted for your course. A typed explanation not exceeding 3 pages may be attached to this form.
