



*MEMORANDUM OF UNDERSTANDING*

BETWEEN

TEXAS PARKS AND WILDLIFE DEPARTMENT

AND

THE UNITED STATES POWER SQUADRONS

*STATEMENT OF POLICY ON TEACHING TEXAS-APPROVED  
BOATER EDUCATION COURSES*

This memorandum of understanding (MOU) is between the Texas Parks and Wildlife Department (herein referred to as "TPWD") and the United States Power Squadrons, Inc., a North Carolina corporation not-for-profit (herein referred to as "USPS") each acting under duly authorized officials, this 23<sup>rd</sup> day of February, 2008.

In furtherance of their mutual goals to promote recreational boating safety in the State of Texas, TPWD and USPS agree to work together according to the guidelines for activities set forth below, to work in mutual cooperation in promoting and teaching boater education courses and ultimately in creating a safer and more enjoyable boating experience for boaters on Texas waters.

Now, therefore, the parties hereto agree as follows:

- I. The USPS shall have the following responsibilities:
  - a. Schedule and administer boater education courses in Texas through the USPS administrative structure.
  - b. Continue to conduct and administer the state-approved boater education courses in accordance with the National Association of State Boating Law Administrators (NASBLA) course standards, guidelines, and requirements.
  - c. Provide advance information to TPWD on the date, time and location of boater education courses plus name(s), telephone number(s), address(es) and TPWD instructor ID(s) number(s) of the applicable USPS contact person(s) for such course(s).
  - d. Use the *Digest of the Texas Water Safety Act*, covering Texas boating laws, when conducting USPS courses and administer the state specific test questions provided by TPWD.
  - e. Request, when and where desired, participation of Texas Game Wardens when and where they are available, in assisting with and/or teaching Texas boating laws and regulations.

- f. Incorporate current State-specific examination questions, as provided and/or approved by TPWD, into USPS boating safety course final examinations.
  - g. Provide each student successfully completing USPS courses with a USPS Certification of Completion, properly dated and signed by the designated local USPS officer. Provide each student successfully completing the Texas Boater Education course or USPS course and State-specific examination with a temporary student certification card, properly dated and signed by a USPS/TPWD instructor.
  - h. TPWD/USPS co-certified instructors collect the required TPWD certification fee from those persons successfully completing the boater education course or course equivalency examination including the 10 state-specific questions, and submit it to TPWD along with the TPWD examination documentation (student registration forms and instructor final report form) no later and the 30<sup>th</sup> day after the date the examination or course is administered.
  - i. Maintain a record file and/or database of the names, addresses, and dates of course completion of persons who have successfully completed a USPS course in Texas.
  - j. Ensure that certification fees associated with state/TPWD mandated fees are advertised and kept separate from USPS fees charged for additional textbooks, materials and other course supplies and services provided by USPS that are in addition to a basic course fee.
  - k. Continue to provide, through the USPS administrative structure, a program of instructor training and certification for USPS members who teach public boater education courses in Texas. Encourage currently certified USPS public boater education course instructors to participate in TPWD certification orientation workshops (at no charge to USPS) to be co-certified as USPS/TPWD instructors. This enables USPS Texas-based instructors to provide the Texas-specific boating law information and exam questions during their courses.
  - l. Provide documentation to TPWD on currently certified USPS instructors teaching in Texas, to be updated on an annual basis, by January 1 each year. To be co-certified as TPWD instructors, candidates already holding current certification as USPS instructors will complete and submit a TPWD instructor application, instructor background check form, documentation of current USPS instructor certification, and attend a TPWD instructor orientation workshop (at no cost to USPS). Game Warden interviews, intended to allow new TPWD boater education instructors to meet local Wardens who may be able to assist them in future courses, may be completed upon request by the USPS instructor candidate. TPWD/USPS co-certified instructors who do not teach a TPWD boater education course during any twenty four consecutive month period must retake the TPWD instructor orientation workshop and/or gain approval from TPWD staff.
  - m. Designate a principal USPS point of contact (herein called "USPS/POC") to work directly with the TPWD Boater Education Coordinator (herein called "TPWD/BEC"), or designated representative, in the execution of this state-approved boater education program in Texas.
- II. The Texas Parks & Wildlife Department shall have the following responsibilities:
- a. Provide to the USPS, as available and at no cost to the USPS, the *Digest of the Texas Water Safety Act and Handbook of Texas Boating Laws and Responsibilities*, or their equivalents, for each student attending the USPS/NASBLA approved boater education course, upon request.
  - b. Provide to USPS, or approve for use by USPS, up to and no less than ten examination questions on current Texas state-specific laws and regulations.
  - c. Provide USPS instructors periodic updates concerning changes in state boating laws and regulations.

- d. Invite USPS/TPWD co-certified instructors to all statewide and regional TPWD instructor workshops to improve communications and provide periodic Texas boater education program and Texas boating laws and regulations updates. Provide periodic updates via the internet and newsletters to all TPWD certified instructors, including USPS/POC, as appropriate.
- e. Post USPS boater education courses taught by USPS/TPWD co-certified instructors on the TPWD website, as submitted to TPWD staff. TPWD instructor number, date, time, public instructor contact phone, and course location must be included by USPS/TPWD co-certified instructor in request for posting.
- f. Recognize successful completion of the USPS approved courses, when conducted in accordance with this MOU, as meeting state boating education requirements.
- g. Provide all required TPWD student and instructor forms to all TPWD/USPS co-certified instructors.
- h. Provide Game Warden/instructor interview, upon request of a USPS instructor candidate.
- i. Provide two options for certification of USPS members to become TPWD certified instructors at times and places as agreed upon by USPS/POC and TPWD/BEC or their designated regional representatives.
  - i. Currently certified USPS boater education instructors will be provided a 2-3 hour TPWD instructor orientation workshop, and will be certified upon successful completion of the workshop and forms noted in section I(1).
  - ii. USPS members who are not currently certified USPS boater education instructors may be certified as a TPWD boater education instructor upon completion of the full 6-8 hour TPWD instructor course; successful completion of forms noted in section I(1); and successful completion of a Game Warden interview.
- j. Issue a Texas Boater Education student certification card upon successful completion of the Texas Boater Education course or USPS course and State-specific examination NASBLA-approved questions after required forms are submitted by USPS/TPWD certified instructor(s).

III. The parties hereto shall have the following mutual responsibilities:

- a. Work together to support each other's boating safety and education missions.
- b. Cooperate in the promotion of USPS boating education and boating safety courses in the State of Texas, including the requirement for obtaining a Texas State Certification.
- c. Use TPWD and/or USPS graphics, registered trademarks, logos, and other copyrighted materials in accordance with TPWD/USPS policies and as negotiated by the USPS/POC and TPWD/BEC on a case-by-case basis.
- d. Any amendments made to this MOU must be with the written and signed consent of both parties.
- e. The effective date of this understanding is February 23, 2008. It is agreed between the parties that this MOU represents the complete agreement between the parties.
- f. This MOU shall be reviewed by the parties every three (3) years in order to update and/or modify its content.
- g. This MOU shall become effective on the above stated date and shall remain in effect until terminated by either party upon a 30-day written notice to the other party.
- h. In carrying out the terms of this MOU, the parties agree that there shall be no discrimination against any person because of sex, race, color, creed, national origin, sexual orientation or disability.

IN WITNESS WHEREOF, the said parties have herewith set their hands and seal as of the day and year first written.

For the United States Power Squadrons:

*E. Maishburn*  
Chief Commander

*2/23/08*  
Date

For Texas Parks and Wildlife Department:

*Ben R. R. I.*  
Boater Education Coordinator

*2/23/08*  
Date

*Steve Hall*  
Education Director

*2/23/08*  
Date

*Alfonso Campos*  
Boating Law Administrator

*3/5/08*  
Date