

AGREEMENT

THIS AGREEMENT is made and entered into as of this 6 day of May, 2014 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

NATIONAL SPEECH AND DEBATE ASSOCIATION

(hereinafter referred to as "NSDA")
whose principal place of business is
125 Watson Street
Box 38
Ripon, WI 54971.

WHEREAS, SBBC and NSDA wish to partner to provide SBBC with a continuation of the Debate Pilot Program in all traditional high schools for the 2014-15 school year,

WHEREAS, SBBC and NSDA (hereinafter the "Parties") agree to the expenses for the Debate Pilot Program as indicated in **Attachment A**,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2014 and conclude on June 30, 2015.

2.02 **Expenses.** The expenses, as detailed in **Attachment A**, constitutes the respective expenses of both parties. The parties agree that no expenses will be required that are not

specified in **Attachment A** and that expenses detailed in **Attachment A** are dependent upon both Parties fulfilling their respective obligations.

2.03 **Debate Pilot Program.** SBBC agrees to continue the Broward Debate Initiative during the 2014-2015 School Year. The Broward Debate Initiative shall be continued in the SBBC's district high schools in their second year of the program. These participating high schools are Boyd Anderson, Coconut Creek, Dillard, Blanche Ely, Everglades, McArthur, Miramar, Northeast, Pompano Beach, South Broward, South Plantation, Stranahan, and West Broward High Schools. Additionally, 13 district middle schools will participate in the Broward Debate Initiative as well. These schools shall be Crystal Lake, Deerfield Beach, Falcon Cove, Forest Glen, Glades, Gulfstream, Indian Ridge, Margate, Nova, Pompano Beach, Seminole, Sunrise, and Tequesta Trace. SBBC and the NSDA agree to provide those services and funds for the Broward Debate Initiative as specified in this Agreement and within **Attachment A** which is incorporated herein and attached hereto by reference.

2.04 **Debate Courses and Instructors.** Each participating district school participating in the Broward Debate Initiative will provide at least one (1) section of Honors Level Debate in the school's master schedule and conduct extra-curricular competitions in each of the participating schools. The cost of providing the Honors Level Debate course shall be the responsibility of the participating district school. SBBC shall allocate \$30,102 for Debate and Forensics supplements for teachers participating in the Broward Debate Initiative.

2.05 **Extracurricular Competitions.** Two (2) after-school extracurricular competitions and one (1) Saturday forensic event shall be conducted each semester by participating high schools. Middle schools will participate in two (2) after-school extracurricular competitions and one (1) Saturday forensic event during the course of the second semester of the school year. SBBC shall allocate \$1,500 per school for local competition entrance fees for students at high schools participating in the Broward Debate Initiative and \$500 per middle school, as well as bear the transportation costs for the Broward Debate Initiative.

2.06 **Course Materials and Lesson Plans.** The NSDA will create and provide, at its sole cost and expense, a series of instructional textbooks, course materials, lesson plans, web-based instruction, multi-media support and activities that can be used in a Debate or Speech class conducted as part of the Broward Debate Initiative as well as used as a unit in any other class provided by SBBC to teach the process of debate across the district's curriculum.

2.07 **Summer Institute.** The NSDA will provide SBBC funding for SBBC's participating teachers to attend the Summer Institute at Nova High School for training and support. The NSDA shall allocate \$16,250 to conduct the Summer Institute. SBBC shall allocate \$5,850 to pay participating teachers a stipend for their attendance at the Summer Institute.

2.08 **Mentor Schools.** Nova, Fort Lauderdale, Deerfield Beach, Coral Springs, Cooper City, Western, and Cypress Bay High Schools shall serve as mentor schools for those schools participating in the Broward Debate Initiative and each mentor school shall host meetings during the 2014-2015 School year with its respective mentee schools.

2.09 **Mentor Teachers.** Each teacher providing Debate instruction in a district school participating in the Broward Debate Initiative will be provided a mentor teacher from the school district who will periodically meet with the new teacher, provide resources, and assist with curriculum planning and implementation. SBBC shall allocate \$6,453 to pay mentorship supplements pertaining to the Broward Debate Initiative. The NSDA will supplement these local mentoring efforts.

2.10 **NSDA-Provided Training.** The NSDA will partner with Nova High School and a national network of exceptional educators to provide free in-person training for each district coach participating in the Broward Debate Initiative. This training will be personally overseen by the President of the NSDA's Board of Directors with assistance from veteran coaches having extensive classroom experience. These trainings will be recorded and made available on-line for district teachers to periodically review. Additional on-line resources will be provided by the NSDA throughout the pilot period.

2.11 **Honor Society Membership.** For the duration of the Broward Debate Initiative, the NSDA will permit all new participating district schools and students access to the national and global honor societies at no cost.

2.12 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Executive Director of Instruction & Interventions The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To NSDA:	Donald Crabtree President of the Board National Speech and Debate Association 125 Watson St.

PO Box 38
Ripon, WI 54971

With a Copy to: J. Scott Wunn
Executive Director
National Speech and Debate Association
125 Watson St.
PO Box 38
Ripon, WI 54971

2.04 **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By NSDA: NSDA agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by NSDA, its agents, servants or employees; the equipment of NSDA, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of NSDA or the negligence of NSDA agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by NSDA, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this

Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC or NSDA during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon

the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

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FOR SBBC

(Corporate Seal)

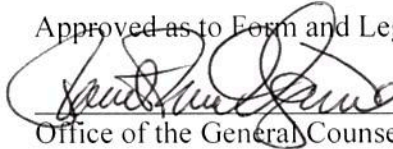
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 04/22/14

Office of the General Counsel

FOR NSDA

(Corporate Seal)

NATIONAL SPEECH AND DEBATE ASSOCIATION

ATTEST:

By

J. Scott Wunn

_____, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Iowa

COUNTY OF Polk

The foregoing instrument was acknowledged before me this 17th day of April, 2014 by J. Scott Wunn of

Name of Person

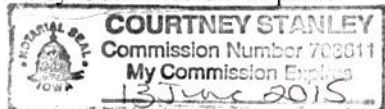
National Speech And Debate Association, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced IA DL 844228612 as identification and did/did not first take an oath.

Type of Identification

My Commission Expires:



(SEAL)

Courtney Stanley
Signature – Notary Public

Courtney Stanley
Printed Name of Notary

703611
Notary's Commission No.