Legal Issues Confronting the Director of Forensics

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In this age of increasing litigation, educators, professionals and others are being held accountable for the manner in which they discharge the responsibilities of their positions. This important, but often overlooked, issue deserves serious consideration in the academic community. For example, in the three and one-half year period from July 1, 1987, to December 14, 1990, the American Association of University Professors reports that the University of Arizona incurred $767,964.85 in outside legal costs alone defending nine lawsuits. As of this writing, four of these cases are still pending, three have been settled out of court after an expenditure of about $300,000 by the Office of Risk Management and two have been decided by jury, one of which involved a judgement against the University for an additional $146,000.¹ All areas of academia could profit from an examination of how job related responsibilities might lead to liability issues. For instance, the question of whether instructors are or should be accountable for insuring a certain standard of knowledge on the part of the students applies to all educators.

When an educator secures the position of Director of Forensics, however, the issue of liability mandates careful scrutiny. The job responsibilities of the forensic director transcend in-class and on-campus experiences. Forensic activities are sponsored by academic institutions. The Director of Forensics signs a contract with the institution to perform certain services. Often these responsibilities include supervising students on off-campus trips.

Forensics educators do not normally enter the coaching field apprehensive of the potential legal liability nightmare inherent in the activity. In fact, few coaches, whether beginning in the field or seasoned veterans, consider the issue of legal liability at all. The fact was demonstrated at the 1991 District IX, National Individual Events Tournament qualifying competition. Most schools in the Rocky Mountain region are accustomed to driving to tournaments in adverse weather conditions. Thus, even though a major snowstorm was in progress, teams from the registered universities made their way to Durango, Colorado. One


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experienced and responsible coach from the region instructed students to fasten their seatbelts before driving over Wolf Creek Pass. Approximately thirty miles from Durango the van hit a strip of ice. The van spun out of control, went off the road and flipped before coming to a stop. Luckily, only one student received minor injuries. This incident, however, generated considerable discussion at the tournament. These conversations revealed a general lack of knowledge on the part of coaches regarding the coverage provided by their respective employers. When asked about the procedure for reporting the incident to the school and state authorities involved, the coach indicated that because the van was a state vehicle, that group was contacted. Further questioning revealed that the coach had no idea what, if any, liability coverage was provided by the school and only hoped that it would pay the medical bills of the injured student. Equally frightening, another coach indicated that his university would accept no liability for any accident or injury that occurred during forensics trips.

Isolated instances? Surely there are not many forensics-related accidents or liability issues. Coaches and forensic directors are usually mature and responsible educators; however, it is both specious and fallacious to argue that such maturity and responsibility mean one is aware and informed. A survey of the field over the past few decades reveals accidents have involved many schools including Macalester College, University of Wyoming, Augustana-South Dakota, University of Texas-El Paso, Iowa State University, University of Houston, Weber State University, University of Alabama and University of Kansas just to mention a few. Some of these accidents involved serious injuries and even deaths. Accidents are not the only potential legal problems that a forensic coach might face. Coaches have had legal actions brought against them for sexual misconduct and the misuse of funds, also. The potential for legal problems in other areas of forensic activity is also immense.

Directors of Forensics who seek legal liability information from the forensic community will be disappointed. A review of major publications in the field reveal no articles dealing with the subject. Articles on ethics and/or law could be considered related issues. A quick survey of article titles demonstrates the differences in subject matter. Yet a court judgement—or even an out of court settlement—from a forensic-related incident could devastate a faculty member's finances, career, reputation and/or emotional stability. The work examines some responsibilities of the forensic director which could give rise to liability issues. Second, guidelines to minimize the risks of legal actions will be advanced.
Responsibilities of Directors of Forensics

Two kinds of liabilities, contractual obligations and tort liabilities, are important to understand in assessing the responsibilities of forensic coaches. Frequently, the two are interrelated and often tort liabilities arise out of contracts.

Contractual cases involve private agreements made between or among groups, individuals or individual(s) and group(s). When a contract is entered into, it establishes an agreement which, when not adhered to by one of the parties, can give rise to allegations of breach of contract. Such a suit would indicate that some act(s), stipulated in the contract, was (were) either not performed or was (were) performed improperly. For example, the individual who is hired under the written stipulation that a degree will be completed in a specified time period and who fails to fulfill that expectation is not fulfilling a contractual obligation. In breach of contract cases, the resulting injury may lead to criminal liability, but it is not essential that criminal liability arise in order for a tort to occur. Criminal liability may also occur if the director is misusing the financial resources of the institution sponsoring the program.

A tort is an injury or wrong, not arising out of breach of contract, which results in loss or damage to an individual. Of the various kinds of tort action, negligence causing personal injury is most relevant to forensic coaches. Negligence includes conduct involving a danger to others that should be recognized and avoided by a reasonably prudent person in same or similar circumstances. An often-cited court definition of negligence is "conduct which creates an unreasonable risk of harm... the failure to use that amount of care which a reasonably prudent person would use under like circumstances." The issue in negligence cases involves the duty of an individual to protect others from unnecessary risks. Negligence is generally considered failure to act in a reasonably prudent manner; the breach of this duty of care causes injury, loss or damage.

The court criterion for determining negligence cases is foreseeability. A classic discussion of some arguments and positions surrounding the issue of foreseeability can be found in the opinions of the 1928 case Palsgraf v. Long Island Rail Road. A good working legal definition of foreseeability can be found in Emery v. Thompson, in which foreseeability is viewed as the ability to see or know in advance; hence, the reasonable anticipation that harm or injury is a likely result of acts or omissions.

Potential negligence issues faced by forensic coaches can be illustrated best through a tournament example. If the Director of Forensics does not accompany the team to a tournament and the team is involved
in an accident, is the coach liable? In December of 1970 the Macalester College team drove to Laramie, Wyoming, where they were to travel to the California Swing Tournaments with the University of Wyoming team. The coaches of the two universities were attending the Speech Communication Association convention in New Orleans and planned to fly to Los Angeles for the Tournament. Outside of Beaver, Utah, the van driver swerved to miss an animal and lost control. The van flipped. This accident resulted in the deaths of two students. What party (or parties) was (were) liable? Was negligence involved? While the parents of one student did not consider legal action, the family of the other student filed suit three years later. In a small out of court settlement, a scholarship fund was established in the name of the student.8

If a designated university official were with the team when the accident occurred would the individual be liable whether s/he was driving the vehicle? A unique example of this occurred to the Augustana-South Dakota team. The coach and four competitors were to be transported to a tournament by private plane. The pilot of the plane, the school librarian, not licensed for instrument flying, took off from the Colorado Springs Airport and encountered a storm over Montana. The plane crashed, killing all aboard. What party (or parties) was (were) liable, if any? Was negligence involved?

More commonplace examples, although equally problematic, can be illustrated by reviewing two separate accidents involving the University of Alabama and the University of Kansas. In both instances graduate assistants were traveling with the teams and driving when serious accidents occurred. The cause of the Alabama accident: a blowout. The cause of the Kansas accident: a deer. What party (or parties) were liable? Was negligence involved? A suit naming the driver, the university, the tire company and the automobile company was filed in the accident involving the University of Alabama students. The case was settled out of court.8

Because the team was traveling to a tournament when the accident occurred, is there any question of liability on the part of the school sponsoring the event? Under snowy conditions, the New Mexico Community College team was in an accident on the way to a tournament in 1983. Although no one was seriously injured and no legal action resulted, could there have been a question of responsibility on the part of the school sponsoring the tournament because it did not cancel the event although the weather posed a threat? If two teams had been traveling together to the tournament when an accident occurred, where would liability have rested? Following the District IX National Debate Tournament qualifier a few years ago, the Northern Arizona University squad offered to provide airport transportation to the Arizona State
University team. When ASU missed the flight, the teams decided to travel back to Flagstaff together in the van. About seven miles outside Cortez, Colorado, the NAU graduate assistant who was driving slid on ice, resulting in the car leaving the road. While no legal action was taken, if injuries would have occurred in this situation, who would have been responsible? Was negligence involved?

Even when there is no difficulty in getting the students safely to the destination, numerous issues can arise once the students arrive. After more than twenty-five years of coaching, one of the authors has experienced each of the following situations. Thankfully, none resulted in legal action, although any one of them had that potential. For example, the team arrives the night before the tournament. After dinner, most members return to the motel to prepare for the next day. One student asks for permission to take the school vehicle to visit relatives or friends in the area. If the student is old enough, would the coach be legally responsible if the student takes the vehicle and a problem occurs? After the first day of the tournament when the students return to the motel, some team members decide to play a football game on the lawn. The ball hits a window and breaks it. What responsibility does the coach have for the damage incurred? While some of the students are enjoying the football game, other team members attend a party given by another school. At this party, drinking and drugs are available. Even though neither coach is aware of the availability of the alcohol or drugs, are the coaches legally liable? If during the tournament or even transporting students to or from the tournament, one of the students becomes ill, what actions should the coach take?

In another related incident, a faculty member in early 1991 had taken a university van load of speech students from their rural institution on a trip to a major metropolitan area 150 miles away. At the end of the day-long visit, the faculty member turned the keys of the van over to one of the students, a student who had no official university authorization, to drive the van even though there was such a student in the group. The faculty member indicated to the students he would drive back to the campus with his wife later in a different car. The students, using the unauthorized student driver, made their way back to the university on their own. On the return trip, however, the van developed mechanical troubles. It was dark when the students left the van on the side of a winding mountain road and hitched rides back with a passing truck driver. In this scenario the possibilities of damage to the van and passing vehicles, as well as injury to the students and other motorists, are almost innumerable. Where liability rests would certainly depend upon the specific circumstances in each possible instances.
In addition to and in amplification of the issues raised above, there is the matter of *respondeat superior*, a Latin legal maxim which literally means "let the master answer" for the actions of the servant. This doctrine also extends to principals being bound by the actions of their agents. In the hypothetical instances posed above, what happens if, instead of going directly to the destination concerned in the scope of the trip, the individual(s) involved take(s) a side trip excursion during which an accident occurs? Such was the predicament in a pivotal 1834 English case, *Joel v. Morison*. Professor of Law Roscoe Steffen summarized the court's decision writing that legal liability "would turn on whether the servant was merely making a 'detour,' while on his master's business, or was going 'on a frolic of his own.'" In 1979, the team from Mississippi University for Women attended a tournament at the University of Florida in Gainesville. Following the tournament the coach and students made a six hour side trip to Disneyworld in Orlando. The servant in this instance was surely 'on a frolic of his own' and probably would have been liable/negligent for any difficulties that could have occurred. Clearly, the forensics director is an agent within the meaning here, but what about the students? The problem is further exacerbated by various court rulings on fine shadings of the issue, as Steffen noted the "test obviously lacks precision." As in the 1928 case of *Thomas v. Magnolia Petroleum Co.*, some courts deny recovery for damages from "an unauthorized act" that was "beyond the scope of the servant's employment." The issue, however, is not always clear-cut and it is on such ambiguities that litigation thrives.

Before examining specific actions that a forensic coach can take to provide safeguards from potential legal problems, two closely related concepts must be explored. The first doctrine, *in loco parentis*, means in place of the parent. The second doctrine, standard of care, is similar to *in loco parentis*. Both of these doctrines correlate with the age of the students being supervised. Anyone supervising students is expected to provide more guidance and supervision for under age students than non-minor college age students. For example, a coach may feel responsible for seeing that an eighth grade student who feels ill gets medical attention regardless of whether the student wishes to receive it. The coach may feel, however, that a college junior can decide for him or herself whether or not s/he needs to see a doctor. In the case of *Hale v. Davies* a sixteen-year-old football player, although feeling ill, gave in to the pressure of his coaches and entered the game. The court held that a sixteen-year-old is capable of realizing danger and exercising caution to avoid such danger. By participation in the activity, the student assumes a risk and in the absence of showing felonious and willful tort on the part of the supervisor, there can be no recovery for injury sus-
tained. According to *Black's Law Dictionary*, assumption of risk is derived from the Latin maxim, *volenti non fit injuria*, meaning "that to which a person assents is not regarded in law as an injury." This doctrine, of course, is predicated upon knowledge and consent.

The applicability and use of the doctrine of *in loco parentis* has generally faded during the past two decades. This doctrine "should not be an issue in college age students—courts usually feel college students are adults, regardless of age and adults are usually responsible for their own behavior," commented one former dean of students. An assistant dean of students also interviewed for this article said that the policy at her institution was to consider even those university students whose age indicates they are minors as adults under the justification they are emancipated minors. Underneath this policy of abandoning *in loco parentis*, however, said the former dean, lurks the possibility the doctrine could resurface. "Administrators and lawyers say it's dead," he scoffed. "Courts can do whatever they want and it could make a comeback, especially if you have a policy in place you don't follow." The best protection here, then, is caution coupled with awareness.

In terms of *volenti non fit injuria*, everyone associated with the forensic program needs to know that even if they personally are protected from liability and damages arising out of participation in these activities, their personal property probably will not be considered so protected. Many institutions of higher learning "self insure" and, common in that practice, is to deem losses of personal property as "acts of God" if no negligence on the part of the institution can be established. Thus, for example, a student who takes a compact disc player, a videotape camera-playback unit, a personal portable computer or other expensive objects on a forensics trip assumes the burden of risk if anything should happen to that item. The assistant dean of students mentioned above observed that from her experience, students and parents are often left disillusioned and angry over an institution's refusal to reimburse for such loss. Here, a good advance remedy is to inform students and, one would hope through them their family, so that the assumption of risk is indeed made knowingly.

**Guidelines for Minimizing Legal Liability**

Ideally, all forensic coaches should maintain positive interpersonal relations with students. Although these skills may maximize coaching effectiveness, the belief that good communication can discourage law suits has not been documented. The following specific actions, however, can be taken by competitive speech and debate coaches to minimize the potential of legal action.
1. **Understand the contract with the institution.** The forensic director should sit down with school administrators to determine specific job expectations and the amount as well as the kind of support the institution will provide in the execution of those responsibilities. The school might agree to pay for any claims that arise out of formal or informal job-related activities. Many institutions will write in an "up to X amount" clause. Some institutions "self-insure" through their office of risk supervision and management. Some institutions claim sovereign immunity with regard to their employees. In most instances, however, should a claim be filed, the school is usually named in the litigation along with the individual instructor. The employee should be wary of accepting a position if the institution is unwilling to accept liability or to adequately protect the forensic coach.

Know the specific provisions or regulations with which you would be expected to comply in the event of an accident. For example, some universities request that employees carry proof of insurance cards. The purpose of the card is to indicate that the state provides liability and physical damage insurance for rental vehicles in the same manner that it does for state-owned vehicles. Normally, if the vehicle is rented through the university, the department of transportation services will have stipulations regarding reporting accidents and/or the repair of damaged vehicles. Knowing and following these procedures can be extremely important in insuring the expeditious handling of the incident.

2. **Purchase the maximum amount of insurance available.** If personal cars are used for transporting students, notify the insurance company and review the policy limits. Carry the maximum coverage for personal injury and property damage. In order to decrease the cost of premiums, companies often exclude high risk factors (i.e. persons under twenty-one are not authorized to drive the vehicle). Adhere rigidly to the provisions of the policy. If transportation is provided in whole or in part by the school, determine the coverage provided and insure that the vehicle is properly serviced for each trip. Suggest to the school that "travel policies" be taken out for participating students. Find out how the liability insurance of the institution affects employees. When renting a car, go with high-quality products where safety is concerned and purchase additional insurance if available. Although it is a little-known option, teaching and related educational malpractice insurance is generally available for a nominal fee as a rider on an already existing home-owner or other insurance policy.

The cautious forensics worker would be well-advised to investigate the insurance laws for his or her state as well as the policies of the employer. For example, in more instances than drivers realize, if an
accident occurs with a vehicle and the driver of that vehicle has his or her own insurance, the individual employee insurance is primary and employer insurance is secondary. This is often true even if the vehicle is university-owned. In either instance, the employee may be protected from personal liability, but his or her insurance rates could also be increased because of the resulting claim. A thoughtful additional procedure is always to be sure that if someone other than the faculty member is driving the vehicle, that driver is at least a part-time employee of the university, such as a work-study student, graduate assistant or the like. That way, if an accident does occur, it is relatively easy to make the argument that because the driver was employed by the university, the university is responsible for covering the damages. The driver should also, of course, have personal insurance coverage.

A $10 membership in the National Federation Interscholastic Speech and Debate Association, a branch of the National Federation of State High School Associations, would be a wise investment because the membership includes one million dollars of liability coverage. A March 5, 1991, letter from Richard G. Fawcett, Assistant Director of the Federation stated, "We certainly agree that college coaches should consider joining the National Federation Interscholastic Speech and Debate Association (NFISDA)." Fawcett remarked that only 94 NFISDA members indicated that they coached on the college level and clarified, "Our insurance applies to coaches and assistant coaches who are agents of a school/college institution. Sponsors of traveling student groups who do not fall under this category would not be eligible for insurance under our program." The NFISDA Membership Information pamphlet for the 1991-92 academic year includes the following:

Membership in NFISDA automatically entitles speech, drama and debate educators to:

5,000,000 Personal Liability Protection

Members are covered during the time they are acting in the capacity of a school interscholastic speech, drama or debate association specifically designed for speech, drama or debate directors and or judges.

3. Publish travel rules and regulations. By writing rules and regulations as well as posting or distributing them to students, the coach instructs students in desired behavior. Such misconduct as using mind stimulants or depressants, engaging in sexual relations, stealing or destroying property, and driving unauthorized vehicles can be specifically addressed and will help to eliminate potentially problematic situations. Of course, once such rules and regulations are instituted, the
director must keep them in force or else a court may consider them to have lapsed or to have been removed.

4. **Prepare and retain releases.** At the beginning of the season, or preferably before each trip, the coach should have the students and their parents sign a release. While most courts will not normally treat this as a release from all liability, it may discourage suits and serve as an indication of the assumption of risk by the student. The more specific the release is to time, place and event, the more useful it will be. A release should include the following:

   a. The name of the student and, if a minor, the names of all legal guardians releasing authorization. Typical wording could be "We, the undersigned, as legal guardians of

   b. The permission or consent for the student to engage in the specific activity should indicate the purpose and destination of the trip. Wording of consent can simply state "I (We) permit this minor child to . . . ."

   c. The wording should release liability, indemnity (an agreement to pay for litigation if sued by another), and hold harmless (an agreement not to sue which, if broken, could in some circumstances generate a counter suit for breach of contract).

   d. All parties released by the form should be enumerated specifically and generally. Thus, the form should include the name and position of any individual in authority, the school, the school board, the Board of Regents and any other involved party. This information should be the major portion of the release. In the event that another individual might be traveling with the group (for example, the assistant coach) their name(s) should be included.

   e. Specific wording should be incorporated in the form which delineates what acts are released from liability. The acts released should include any claim made by the child as well as any and all expenses of litigation including attorney's fees, court costs, travel expenses, investigation fees, subrogation, the cost of judgment as well as any settlements and/or covenants not to sue if settlement is made with a third party.

   f. Authorization and consent should include the authority to send the student home at his/her own expense at the discretion of the person in charge of the trip. This stipulation not only allows for disciplinary measures when necessary, but also provides for the possibility of illness.

   g. The form should include both the signature of the student and the legal guardian(s) of the student. The signature of the guardian
is essential if the student is under legal age. However, the student's signature should also be secured, especially in cases where the child could reach legal age during the time period for which the release is used. In such cases the release could be void without the student's signature. In order to guard against possible problems, the forensics director would be well-advised to execute a completely new release immediately when the minor student becomes of age.

When at all possible, the release mentioned above should be drafted by the employing educational institution's legal counsel. Legal form books, which contain suggested drafts of legal documents for a wide variety of purposes and contingencies, are available for most jurisdictions. Although it is generally not a good practice to rely heavily on form books, such books often provide helpful starting points when drafting such a release.

5. Obtain authorization for medical treatment. Authorization for medical attention could be written into the release. However, it might be beneficial to make it a separate document. Once the document is signed by both the student and his/her parents or guardians, carry it on all trips and keep copies of it at the sponsoring institution. Because of the increase of malpractice suits, doctors and hospitals are often reluctant to treat individuals without the proper authorization. An indication of insurance coverage is often also required. Time can be invaluable in cases where students need immediate medical attention and the authorization and insurance coverage can help insure prompt treatment.

In many instances the insurance programs of the institution may not cover the medical expenses of students if they are injured while participating in university-related activities or academic programs. Consequently, strongly encourage students to obtain medical/health insurance prior to participation—either through their parent's health insurance plan or through packaged programs usually available through the university.

6. Be pro-active. Attempts to minimize potential problems in advance of the occurrence of those problems is always helpful. For instance, one dean of students interviewed for this paper suggested a tactic he employs whenever he sends people on university trips to destinations that have popular tourist attractions: assume the individuals involved may in fact visit the tourist attraction during their trip and in effect warn school superiors about that stop by listing it as a destination on the pro forma travel papers that are filed in advance. For example, if a group is going to visit San Diego, assume members of the entourage
will visit Sea World, and, thus, list it as a destination. If, in the incident cited earlier, the faculty member from Mississippi University for Women had listed Disneyworld in advance as a destination, the group's trip from Gainesville to Orlando and back to the home campus would have been considered neither a "frolic" nor a "detour." Rather, it would have been considered apart of the institutionally approved trip and any damage arising out of that part of the trip would have been more likely considered by a court to be the institution's liability than it would have been otherwise.

Another pro-active procedure is not only to be aware of the policies of the employing institution, but to stay abreast of changes in those policies. For example, in the University of Arizona situation cited in the introduction to this article, the Office of Risk Management had recently indicated its new policy will no longer be to protect any faculty member whose activities with students were social rather than job-related. For instance, faculty advisers for sororities and fraternities, unless their work as an adviser was clearly indicated in their job description, would be personally liable for incidents arising out of that association. Those hired to serve as the campus director of forensics would be protected. Volunteers, unpaid assistants, and others allied to the program would be in a gray area, as would the forensics director in a social situation—such as a party at a tournament.

7. Use common sense. Liabilities arise from irresponsibilities. Acting in a generally responsible manner is the surest way to prevent legal problems. Driving all night or driving in poor weather conditions increases the possibility of difficulties. Remember that regardless of the age of the students involved, the supervisor is a role model. Consequently, the forensic director should set a positive example both as a professionally and socially responsible adult. In sum: stay within the job description, do not participate in unacceptable behavior, and be sure to do one's job.

This work does not provide definitive answers to issues of legal liability. In fact, the discussion poses more questions than it answers. Initially a survey is needed of the practices and knowledge regarding liability issues in the forensics community. Because legal liability is rarely consciously considered by forensic educators, hopefully this discussion will heighten awareness and open a dialogue on the subject. The reader is urged to recognize that each legal situation is different and that it is important to be aware of the specific policy of each institution regarding coverage for sponsored activities. Different rights and responsibilities, as well as legal doctrines, may apply from jurisdiction to jurisdiction, institution to institution, and even setting to setting. An awareness of the individual legal situation is imperative. An open and
honest dialogue with the administration or the legal representatives of the school is an essential starting point. Equally important, should a legal issue arise, work with the legal representative of the school or secure private legal counsel. Hopefully, most forensic coaches will never be confronted with legal action. By taking precautionary measures, the risk can be minimized even further.

ENDNOTES

1 Additional resources have been consumed in this litigation by the UA's attorneys and the Arizona General's Office. The amounts are 'hidden' in the general budgets of those entities. "Cost of Litigation Revealed to Faculty, Staff," *Arizona State Conference News*, February 1991, p. 2.


4 Legal Issues were considered in Charles O. Tucker, "Forensics and Behavioral Science Research in the Law," *Journal of the American Forensic Association (JFA) II* (May, 1965); William E. Arnold, "Debate

5Palsgraf v. Long Island Rail Road, 339 N.Y. 248, 99 NE 162.
5Emery v. Thompson, 347 Mo. 494, 148, S.W. 2d 479.
5Scott Nobles, Director of Forensics, Macalester College, phone interview, August 26, 1991.
5Frank Thompson, Director of Forensics, University of Alabama, phone interview, August 26, 1991.
5Roscoe Steffen, Agency-Partnership in a Nutshell.
13Neil Potter, former Dean of Students, Northern Arizona University, interview, February 1991.
14Cynthia Anderson, Assistant Dean of Students, Northern Arizona University, interview, February 1991.
15Potter interview.
16Anderson interview.
17Letter from Richard G. Fawcett, Assistant Director, National Federation of State High School Associations, to author, March 5, 1991.
Letter from Richard G. Fawcett, Assistant Director, National Federation of State High School Associations, to author, March 5, 1991.

1991-1992 Membership Information pamphlet, National Federation Interscholastic Speech & Debate Association; for additional information contact either the National Federation Student Protection Trust, Doug Ruedlinger, Inc., Administrator, P.O. Box 2159, Topeka, KS 66601, 1-800-255-2400 (insurance only) or Richard Fawcett, NFISDA, National Federation, P.O. Box 20626, Kansas City, MO 64195, 1-816-464-5400.

These form books, produced by a variety of publishing firms, are available in most larger university libraries, law school libraries and county law libraries.

Anthony Ross, Dean of Students, Northern Arizona University, interview, February 1991.