COLLEGE READING AND LEARNING ASSOCIATION

BOARD CONFERENCE CALL Thursday, September 12, 1996 MINUTES

Members on-line: Pat Mulcahy-Ernt, President; Vince Orlando, President-Elect; Sandra

Evans, *Treasurer*; Rosalind Lee, *Secretary*. **Member absent:** Tom Gier, *Past-President*.

The meeting was called to order at 11:00 a.m. EDT.

1. Approval of Agenda (Attachment A)

Vince moved that the agenda with additions be adopted. Seconded by Sandra. PASSED.

2. Approval of Minutes

Vince moved that the minutes of the June 14, 1996 conference call be approved as amended. Seconded by Sandra. PASSED.

3. Updates

a) 1996 Albuquerque Conference

170 hotel rooms have already been booked for Thursday and Friday nights of the conference. The hotel is being asked to increase the block of reserved rooms. Those presenters whose high-tech equipment requests cannot be accommodated will be informed.

Vince reported on the development of the

conference program.

Cancellation Insurance (Attachment B)

This has been purchased.

Leadership Workshop (Attachments C, D)

Each Board member will complete the invitation form to help the organizers with an accurate luncheon count. If there are additional items to include in the Leaders' Handbook, these are to be sent to Pat promptly so they can be reproduced

in time for the conference.

Pat discussed the role of the Board members

during the workshop.

Registration for Board Members

In keeping with CRLA tradition, Board members will register and pay for the conference. Meal

functions will be reimbursed.

Fee Waivers

Vince will provide Sandra with a list of whose fees are to be waived. This will include guest speakers and welcoming speakers. For the "Lunch with a Mentor" mentors will have their

lunch fee waived.

CRLA Board Conference Call September 12, 1996 Minutes, page 2

Board Meetings

Board meetings in Albuquerque will occur:

- Monday 9 am 12 pm, 1 pm 5 pm
- Tuesday 9 am 12 pm, 1 pm 5 pm
- Friday 3 pm 5 pm
 Sunday 9 am 10 am

We will meet the hotel staff and tour the hotel Monday morning. The Friday session will enable those attending the conference to meet with the Board.

b) Chapter/State/Region Update (Attachment E) The Texas chapter was granted \$200 via an earlier telephone vote.

Marion Von is the new State Director for Hawaii.

c) Incoming Chairs
(Attachment F)

Becky Johnen has submitted an application to be PAL's coordinator. **The Board approved Becky Johnen as the new PAL's coordinator.** The SIG Coordinator's position is vacant.

d) Non-Profit Corporate Report

This has been duly filed.

e) Membership Status (Attachment G) The current membership count is 820 individuals and 18 journal subscriptions.

f) CRLA By-Laws

The by-laws need to show the change of conference dates from spring to fall. The Board discussed means of ensuring all members have the opportunity to vote on these adjustments. It was decided a general mailing is preferable to voting during a plenary session.

g) Accountant Services (Attachment H)

The Board decided to engage the services of Dickey, Rush & Co., P.C. for the purpose of filing CRLA's 1996 income tax return with the federal government. The cost will be \$1500 as per the letter from Mark Rush.

h) Certificates of Deposit (CD)

Sandra has renewed the CD of \$40,000 plus interest for 6 months to mature Jan. 1, 1997.

i) Spring Board Meetings

Feb 28 - Mar 2, 1997 are the tentative meeting dates for the Board in Sacramento.

4. Old Business

COLLEGE READING AND LEARNING ASSOCIATION

BOARD CONFERENCE CALL Thursday, September 12, 1996 SUMMARY OF MINUTES

Members on-line: Pat Mulcahy-Ernt, President; Vince Orlando, President-Elect; Sandra Evans, Treasurer;

Rosalind Lee, Secretary.

Member absent: Tom Gier, Past-President.

The meeting was called to order at 11:00 a.m. EDT.

1. Agenda approved

The agenda with additions was approved.

2. Minutes approved

The minutes of the June 14, 1996 conference call were approved as amended.

3. Fall 1996 Albuquerque Conference

The conference program is being developed.

The hotel will be asked to increase the room block since 170 rooms have already been reserved. Cancellation insurance has been purchased.

Board members will register for the conference and for the Leadership Workshop, the Awards Luncheon and the Banquet.

Fee waivers will be granted to keynote speakers and welcoming speakers. The lunch fee will be waived for mentors who host in the "Lunch with a Mentor" event.

Board meetings will be held Monday (9-12, 1-5), Tuesday (9-12, 1-5), Friday (3-5) and Sunday (9-10). A tour of the hotel and meeting the hotel staff will occur Monday morning. Friday's meeting will enable conference attendees to meet with the Board.

It was moved that Susan Deese-Roberts and Pauline Heffern be appointed Assistant Treasurers for the duration of the Albuquerque conference.

4. Chapter/State/Region Update

The Texas chapter has been granted \$200.

Marion Von is the new state director for Hawaii.

5. Incoming Chairs

Becky Johnen was approved as the new coordinator of the Professional Association Liaison committee (PAL's).

The SIG coordinator's position is vacant.

6. Non-Profit Corporate Report

This has been filed in New Mexico where CRLA is incorporated.

7. Membership Count

There are currently 820 individual members and 18 journal subscriptions.

8. By-Laws

We need to ensure the by-laws show the change of conference dates from spring to fall.

9. CRLA Accountant

The Board has decided to engage the services of Dickey, Rush & Co, P.C. of Texas City to file CRLA's 1996 federal tax return. The cost will be \$1500.

10. Certificate of Deposit

The CD of \$40,000 plus interest has been renewed and will mature Jan. 1, 1997.

11. Spring 1997 Board Meetings

Tentative meeting dates for the Board are Feb. 28 - Mar 2, 1997 in Sacramento, CA.

12. External Requests for Mailing Labels

It was moved that \$50.00 US be charged for each set of mailing labels requested by external organizations. This is to be paid in advance. Only requests from those with an educational interest will be considered. The list will comprise of only those members who have checked "yes" on their membership form plus all Board members. Rosalind will report to the Board each time a request is granted. The revenue will go into the scholarship fund.

13. Council for the Advancement of Standards (CAS) Document

Georgine Materniak and Martha Maxwell will take the draft document to the CAS meeting in November for the final vote. The Board supports the document and the Council.

14. Learning Assistance Center Task Force Document

The Board will consider the content of this document and the best method of its dissemination during the Albuquerque meetings.

15. Insurance

It was moved that Directors' and Officers' liability insurance be purchased for one year with the understanding that its necessity be carefully reviewed during the next 12 months. This covers the members of the Board.

16. Tutor Program Activities

Gladys Shaw will invite Robin Melton of Texas to submit an application to co-chair the International Tutor Certification Program (ITCP).

The ITCP budget will be reviewed in Albuquerque.

The Tutor Training Handbook has undergone a second printing for \$750.

17. Web Site

Lucy Macdonald will continue to work on the web site with the Board's input. We will meet together in Albuquerque.

18. Newsletter

"Ask CaRLA" is a new column in the Newsletter meant to stimulate interaction among members in both a fun and informative manner. A concern was raised to the content of one letter which referred to instructor-student dating because of its potential ethical problem.

19. Journal of College Reading and Learning

There was discussion regarding the status of the upcoming issue of the Journal and who is responsible for producing it.

20. CRLA Calling Card

Sandra is investigating a service of Excel Communications so we can compare the costs to AT&T.

21. Lockbox

We have initial information on a lockbox in Arizona. A lockbox will provide CRLA with one address and automatic cheque deposit. The additional expenses incurred, however, will need to be itemized for a better analysis. This will be discussed in Albuquerque.

22. New Treasurer

It was moved that \$3000 be transferred to Sylvia Mioduski, the incoming Treasurer, as seed

CRLA Board Conference Call Summary of September 12, 1996 Minutes Page 3

money to begin a CRLA account.

The meeting was adjourned at 12:35 EDT.

These minutes were approved October 28, 1996 in Albuquerque.

a) Requests for Mailing Lists (see Attachment G)

Pat gave some historical background on members' concerns with CRLA giving/selling names to external agencies for mailouts. We discussed reasonable costs for the names and addresses to be sold.

Vince moved that we charge \$50.00 US per set of labels to be paid in advance. Seconded by Sandra. PASSED.

Only names of those who have checked "yes" on the membership form plus names of the Board members will be available for distribution. We will consider only those organizations who have an educational interest in developmental education. The revenue will go into the scholarship fund.

b) Council for the Advancement of Standards (CAS) Document (Attachment I)

In November, Georgine Materniak and Martha Maxwell will be taking the draft document to the CAS meeting for the final vote.

The Board continues to support the document and the Council.

CAS is looking ahead to certification of individuals. CRLA will support this, but it will remain a process external to our own membership application procedures.

c) Learning Assistance Center Task Force Document

(see June 14, 1996 minutes - Attachment N)

This document will be examined more closely in Albuquerque. Various means of disseminating it were discussed. Sandra suggested publishing it in the *Journal*.

d) Liability Insurance (*Attachment J*)

Current coverage ends Sep 20, 1996 and will cost \$1655 for one year.

There was a lengthy discussion on the pro's and con's of purchasing Directors' and Officers' liability insurance for the Board members.

Vince moved the Board approve the purchase of Directors' and Officers' liability insurance at the cost of \$1655 with the understanding that its necessity will be reviewed during the next 12 months. Seconded by Sandra. PASSED.

CRLA Board Conference Call September 12, 1996 Minutes, page 4

e) International Tutor Certification Program (ITCP)

(Attachment K)

Gladys Shaw will contact Robin Melton to submit an application to be co-chair of the ITCP. The Board will discuss Gladys' revised budget request with her in Albuquerque.

f) Tutor Training Handbook

The Handbook has undergone a second printing for \$750.

g) Web Site

Lucy Macdonald is still working on the CRLA web site. The Board will work with her to put accurate information on the site. We will request that she meet with us during the Friday meeting in Albuquerque.

5. New Business

a) Newsletter

There is a new column in the *Newsletter*, "Ask CaRLA." Its purpose is to stimulate interaction among members in both a fun and informative manner. A concern was raised to the content of the letter referring to instructor-student dating because of its potential ethical problem.

b) Journal

JoAnn Carter-Wells has asked for labels. There was some discussion about whether 1995 members were "owed" an additional issue of the Journal because of the delays.

Pat will obtain the materials for the upcoming issue of the Journal from JoAnn Carter-Wells and transfer them to the new editor so Jim Bell can begin his duties.

c) Calling Card

Sandra is still investigating the service provided by Excel Communications. We will continue to use the calling cards provided by AT & T for now.

d) Assistant Treasurers

Sandra moved that Susan Deese-Roberts and Pauline Heffern be appointed Assistant Treasurers for the duration of the Albuquerque conference. Seconded by Vince. PASSED.

CRLA Board Conference Call September 12, 1996 Minutes, page 5

e) Lockbox

1

Sylvia Mioduski has been investigating a lockbox in Arizona on our behalf. She has forwarded the information to Sandra. Sandra cautioned that using this lockbox would incur additional monthly expenditures of at least \$150 plus other service charges. This will be scrutinized more closely during the Albuquerque meetings.

Sandra moved that \$3000 from the operating fund be transferred to Sylvia Mioduski, the incoming Treasurer, as seed money to begin a CRLA account. Seconded by Rosalind. PASSED.

Vince moved adjournment of the meeting at 12:35 EDT.

These minutes were approved October 28, 1996 in Albuquerque.

COLLEGE READING AND LEARNING ASSOCIATION BOARD CONFERENCE CALL SEPTEMBER 12, 1996

LIST OF ATTACHMENTS TO MINUTES

A.	Tentative Agenda for the CRLA Conference Call
B.	Convention Cancellation & Interruption Insurance Plan

- covering letter from Albert H. Wohlers & Co.
- policy
- C. Invitation to Leadership Workshop and Luncheon (1996 Albuquerque Conference)
- D. Agenda for Leadership Workshop and Luncheon
- E. Texas State Request for funds
- F. Application from Becky Johnen for position of Professional Association Liaison (PAL) Coordinator
- G. Membership count as of September 9, 1996
- H. Letter from Dickey, Rush & Co., P.C. (Mark Rush) outlining terms and objectives of services provided to CRLA with respect to financial records
- I. July 18, 1996 draft of the "Standards and Guidelines for Learning Assistance Programs" for CAS approval plus covering letter from Georgine Materniak
- J. Directors', Trustees' and Officers' Liability Insurance Policy for Non-Profit Organizations/Associations
- K. Revised Budget Request from ITCP Coordinator

TENTATIVE AGENDA FOR THE CRLA CONFERENCE CALL THURSDAY, SEPTEMBER 12, 1996

- Approval of the Agenda
- 2. Approval of the Minutes (June 14, 1996)
- 3. Updates
 - a) Fall 1996 Albuquerque Conference (Vince/Sandra/Pat)
 - 1) Program/Call to Conference (Vince)
 - 2) Cancellation Insurance (Sandra)
 - 3) Leadership Workshop (Pat)
 - 4) Registration for Board Members (Sandra)
 - 5) Fee Waivers (Vince/Sandra)
 - a) Guest Speakers
 - b) Lunch with a Mentor
 - 6) Agenda/Dates of Board Meetings (Pat)
 - b) State/Region/Chapter Update (Pat)
 - 1) Texas Budget Request
 - 2) Leadership Handbook (Pat)
 - c) Incoming Chairs for 1996-99 (Pat)
 - 1) PALs Coordinator
 - 2) SIG Coordinator
 - d) Non-Profit Corporate Report (Pat)
 - e) Membership Status (Rosalind)
 - f) CRLA By Laws (Rosalind)
 - g) Income Tax Filing/Accountant Services (Pat/Sandra)
 - h) Certificates of Deposit (Sandra)
 - i) Tentative Spring Board Meeting Dates (Kathy Carpenter) (February 28-March 2, 1997, Red Lion Hotel, Sacramento, CA)
- 4. Old Business
 - a) Requests for CRLA Mailing List (Rosalind)
 - b) CAS Document (Georgine Materniak/Martha Maxwell/Pat)
 - 1) Board Comments & Recommendations
 - CAS Certification of CRLA Members
 - c) LAC Document (Carolyn Smith)
 - d) Liability Insurance (Sandra)
 - e) ITCP (Gladys Shaw)
 - 1) ITCP Applications
 - a) Co-Chair
 - b) Records Manager
 - 2) Tutor Handbook 2nd Printing (Tom Gier)
 - 3) Budget Request
 - 4) Web Site Information
- 5. New Business

6. Adjournment

a) CRLA Newsletter

b) Additions ITCAL - lobels - 1996 only

- next ions?



CONVENTION CANCELLATION & INTERRUPTION INSURANCE PLAN

Albert H. Wohlers & Co., Administrator 1440 N. Northwest Highway • Park Ridge, Illinois 60068-1400 Telephone 1-708-803-3100 • Toll Free 1-800-323-2106 • FAX 1-708-803-4649

CRLA Board Meeting
Conference Call
SEP 12, 1996
Attachment B
9 pages

Dear CCI Policyholder:

We are pleased to enclose the Convention Cancellation & Interruption Insurance Plan policy.

The limits of coverage in the enclosed policy reflect the budgeted financial information (gross revenue and expenses) contained within your application.

Any changes to the limit of coverage should be immediately reported to Albert H. Wohlers & Co. to ensure adequate coverage in the event of a loss.

Your policy also contains a no claims bonus provision which will return a percentage of the premium to you provided there are no claims incurred or reported at the close of your show.

We will contact you within 30 days of the close of your show to secure the signed "No Claims" Bonus Declaration.

Please contact our office immediately should you become aware of any circumstances which could give rise to a claim under coverage Section 2 of your policy. This action is required under item 3 of the General Conditions, and helps ensure this event's financial success.

We hope you have a successful meeting, and thank you for placing your coverage in the Convention Cancellation and Interruption Insurance Plan.

Sincerely,

James R. Malik

Executive Vice President



CONVENTION CANCELLATION & INTERRUPTION INSURANCE PLAN

G 410 4 37	N456097	UAB1145
Certificate No:	11.10000	Contract No:

THIS DECLARATION PAGE IS ATTACHED TO AND FORMS PART OF CERTIFICATE PROVISIONS

DECLARATIONS

1.	NAME OF INSURED: College Reading and Learning Association		
	ADDRESS: C/O Sandra Evans 1200 Amburn Texas City, TX.		
2.	2. PREMIUM: Premium \$ 381.13	Total \$00.00	
•	No Claims Bonus:	Total ϕ	
3.	3. CONVENTION: Annual World Barrers Water		
	CONVENTION FACILITY AND ADDRESS: Hyatt Regency Hotel		
	Albuquerque, New Mexic	<u>co</u>	
	DATES OF CONVENTION: From 10-29-96 to	11-3-96	
	DURATION OF LEASE: From $\frac{10-29-96}{}$ to	11-3-96	
	(Including Installation and Dismantling)	Termination of	
4.	4. PERIOD OF INSURANCE: From $9-15-96$ to	Convention	
5.	5. LIMIT OF INDEMNITY:		
	SECTION 1: Physical Loss to Personal Property Replacement cost basis including loaned equipment \$ 125,000.00 an	y one Loss.	
	SECTION 2: Cancellation, Curtailment, Postponement, Abandonment, Non-Appearance and Failure to Vacate \$ 42,000.00 an	y one Convention.	
	Commitment \$4,200.00		
	SECTION 3: Door Registration Receipts \$\frac{100,000.00}{} and	y one Loss.	
6.	6. DEDUCTIBLES: \$250 each and every loss covered under Section 1 \$250 each and every loss covered under Section 3 Endorsement/Forms Attached at Policy Inception: # 1 & 6		
	Endorsement/Forms Attached at Policy Inception: # 1 & 6		
7.	7. IMPORTANT NOTE:		
	This section must not be altered or obliterated in any way by Broke	er or Agent	

PARTY TO WHOM ALL NOTICES TO UNDERWRITERS MUST BE ADDRESSED

CCI Plan Administrator - Albert H. Wohlers & Co. 1440 N. Northwest Highway, Park Ridge, IL 60068-1400 Toll Free 1-800-323-2106 - FAX 1-847-803-4649

8. FIRM TO ACCEPT SERVICE OF SUIT: (SEE GENERAL CONDITIONS 10)

Lord, Bissell & Brook 115 South LaSalle Street Chicago, Illinois 60603

By	Inhiel	٠
25	(Authorized Agent)	

ENDORSEMENT NO. 06

ADVERSE WEATHER

IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS POLICY DOES NOT COVER LOSSES ARISING DIRECTLY OR INDIRECTLY OUT OF ADVERSE WEATHER AFFECTING THE PART OF THE CONVENTION BEING HELD IN THE OPEN, IN A TENT OR IN ANY OTHER STRUCTURE OF A TEMPORARY OR NON-PERMANENT NATURE WHETHER SUCH LOSSES AFFECT ONLY THE STATED PART OF THE CONVENTION OR THE WHOLE OF

All other terms and conditions remain unchanged.

THE CONVENTION.

Authorized Representative Albert H. Wohlers & Co.

ENDORSEMENT NO. 01

NOTICE OF CLAIM

SHOULD YOU BECOME AWARE OF ANY POSSIBLE CLAIM CIRCUMSTANCE UNDER COVERAGE SECTION 2 OF THIS POLICY, PLEASE CONTACT THE CCI ADMINISTRATOR:

ALBERT H. WOHLERS & CO. 1440 N. NORTHWEST HIGHWAY PARK RIDGE, IL 60068-1400 TOLL FREE 1-800-323-2106 FAX 1-847-803-4649

IF CLAIM ASSISTANCE IS NEEDED BEFORE OR AFTER NORMAL BUSINESS HOURS, YOU MAY CONTACT:

PAULETTE NORMAN - 1-847-696-1013

OR

GEOFF MC GOWAN - 1-708-513-8109

Authorized Representative Albert H. Wohlers & Co.

Certificate of Insurance



In the event of claim or for additional information, please notify:

Albert H. Wohlers & Co.

1440 N. Northwest Highway, Park Ridge, Illinois 60068-1400 Telephone: 1-800-323-2106 Resident Agent

This insurance effected with certain

UNDERWRITERS AT LLOYD'S, LONDON
(not incorporated)



In accordance with the authorization granted to Albert H. Wohlers & Co., under the Contract Number referred to on the attached declaration page by certain Underwriters at Lloyd's London, whose names and the proportions underwritten by them can be ascertained by reference to the said Contract, which bears the Seal of Lloyd's Policy Signing Office and is on file at the office of Albert H. Wohlers & Co., and in consideration of the premium specified herein, the said Underwriters do hereby bind themselves, each for his own part and not one for another, their heirs, executors and administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

CONVENTION CANCELLATION & INTERRUPTION INSURANCE PLAN (U.S.A.) GENERAL INSURANCE CLAUSE

In consideration of the premium paid, in reliance upon the statements in the application attached and made a part of this Certificate, and subject to the definitions, terms, conditions, and exclusions set forth herein and limits of indemnity, this Insurance provides coverage as shown.

GENERAL DEFINITIONS

(In addition to definitions applicable to specific sections)

- 1. "Convention" means conference, exhibition, convention, show or any other event accepted by Underwriters which is insured under this Insurance and located within the Territorial Limits, and includes installation and dismantling of the Convention during the period shown in the Declaration.
- 2. "Territorial Limits" means the United States of America and its territories and possessions or as otherwise specifically agreed by Underwriters and shown herein.
- 3. "Deductible" means the amount shown in the Declarations and which shall be deducted from the finally adjusted loss before Underwriters liability is determined.
- 4. "Gross Revenue" means total revenue to the Insured from every source arising out of the Convention.
- 5. "Commitments" means written financial undertakings made by the Insured necessary for the Convention which are made prior to any incident which could give rise to a claim and which are intended to be discharged by persons other than the Insured.
- 6. "Insured Commitments" means those Commitments which have been declared in the application or subsequently accepted by Underwriters following written notice of such additional Commitments.
- 7. The words "Cancellation, curtailment, postponement and abandonment" mean the inability of the Insured to open and keep open or otherwise maintain the Convention in whole or in part for its original published duration or scope, including reduced attendance resulting from an insured peril.
- 8. "Certificate Effective Date" is the date shown in the Declarations or the effective date of cover for any Convention added by endorsement.

COVERAGE SECTION 1 PHYSICAL LOSS TO PERSONAL PROPERTY

Property Covered

All personal property owned, leased, rented by, or loaned to the Insured while in transit directly to or from the Convention or while in use in connection with the Convention.

Risks Covered

All risks of direct physical loss or damage to property covered occurring during the period of this Insurance in excess of the deductible and subject to the applicable Limit of Indemnity.

Property Excluded (See Also General Exclusions)

The following property is not covered:

- 1. Property sold, leased, rented, or loaned by the Insured to others after said property leaves the care, custody, ownership or control of the Insured.
- 2. Vehicles licensed for use on the highway unless operated within the confines of the Convention facility and the subject of or intended for display, exhibition or demonstration at the Convention.
- 3. Money (which, for this section only, means cash, bank notes, checks and other negotiable instruments, securities for money, and stamps), jewelry, precious stones, and furs unless such items are the subject of or intended for display, exhibition or demonstration at the Convention. (But see Section 3 for coverage provided for Door Registration Receipts.)

Risks Excluded (See Also General Exclusions)

Loss or damage caused by or arising from:

1. vermin, insects, inherent vice, latent defect, wear, tear or gradual deterioration, but this exclusion shall not apply to loss or damage caused by sprinkler leakage;

- 2. dishonesty on the part of the Insured, his employees or others to whom the property may be entrusted or delivered, but this exclusion shall not apply to loss or damage while the property is in the custody of common carriers;
- 3. inventory or stocktaking shortage or unexplained disappearance or discrepancy;
- 4. processing, renovating, or repairing of property covered or faulty workmanship thereon, but if fire or explosion ensues causing loss or damage to property covered this exclusion shall not apply:
- 5. electrical or mechanical derangement or breakdown of property covered, but if fire or explosion ensues this exclusion shall not apply to direct loss or damage caused by such fire or explosion to property covered other than the property that has the electrical or mechanical derangement or breakdown;

Nor shall this insurance cover:

6. loss of use or consequential loss.

COVERAGE SECTION 2 CANCELLATION, CURTAILMENT, POSTPONEMENT, ABANDONMENT, NON-APPEARANCE AND FAILURE TO VACATE

Loss Covered

Loss arising solely and directly in consequence of:

- A. the cancellation, curtailment, postponement or abandonment of the Convention or the removal to alternative premises:
- B. the non-appearance of a principal speaker, entertainer or the like, provided that in the case of an entertainer the performance is not the principal purpose of the Convention; or
- C. the Insured's failure to vacate the Convention facility at the termination of his tenancy;

arising from any unexpected cause beyond the control of the Insured or Convention Organizer, or any of the sponsors or financial supporters of such parties. Inadequate sales or registrations shall not constitute an unexpected cause.

Calculation of Loss

Subject always to the Limit of Indemnity, loss shall be determined:

- 1. In respect of loss covered under A or B above, the greater of
 - (i) the total of expenses incurred, plus the Insured's loss from Insured Commitments, less both recoveries made and the balance of Gross Revenue received in excess of pro rata returns of fees for attendance or space; or
 - (ii) the loss of Gross Revenue, including pro rata return of fees for attendance or space, that would have been received in the absence of the covered loss (whether or not the Insured is obligated by contract to return such fees), plus the Insured's loss from Insured Commitments, less both recoveries made, and necessary expenses not incurred.
- 2. In respect of loss covered under C above,
 - (i) any claim for damages, costs or compensation which may be substantiated against the Insured by the owners or management of the Convention facility by reason of the Insured's failure to vacate the said premises at the termination of the tenancy; and
 - (ii) the Insured's direct and necessary additional expenses specifically agreed by Underwriters as reasonable, and incurred by reason of the failure to vacate.
- 3. Cost of Remedial Action

In addition to the Limit of Indemnity, Underwriters will indemnify the Insured for the cost of remedial action specifically agreed by them as a reasonable expenditure to minimize the extent of a loss.

Loss Excluded (See Also General Exclusions)

This insurance does not cover:

Losses arising directly or indirectly out of;

- 1. financial failure of any venture;
- 2. financial default, insolvency, or failure to pay of any person, firm, or corporation whether a party to this insurance or otherwise;
- 3. lack of or inadequate receipt, sales, or profits of any venture, unless caused by an insured peril:
- 4. variations in the rate of exchange or stability of any currency;
- 5. lack of or inadequate response or support by sponsors, financial supporters or exhibitors;
- 6. lack of or inadequate attendance or pre-registration by delegates, the public, or trade visitors, unless caused by an insured peril;
- 7. failure of the Insured to have made all necessary preliminary arrangements essential to ensure that a satisfactory Convention can be held on the schedule date. Preliminary arrangements shall be deemed to be such other arrangements as a prudent organizer would have made bearing in mind the venue size and type of Convention and the period of time before the open date; or
- 8. circumstances existing or threatened at inception which were known to the Insured prior to the Certificate Effective Date as set forth in the Declarations or added by endorsement as being circumstances that could possibly result in a loss; unless
 - (a) The Insured has advised Underwriters of the fact in writing;
 - (b) Underwriters have accepted the particular risk by endorsement attached hereto; and
 - (c) Any additional premium required has been paid by the Insured.

COVERAGE SECTION 3 DOOR REGISTRATION RECEIPTS

Property Covered

"Money" meaning, for this section only, receipts paid in cash, bank notes, checks and other negotiable instruments at the Convention Facility for registration or tickets for events directly associated with the Convention.

Risks Covered

All risks of direct physical loss of money at the Convention facility and while directly enroute to a bank in the vicinity occurring during the period of this insurance in excess of the deductible and subject to the applicable limit of indemnity.

Exclusions (See Also General Exclusions)

This insurance does not cover:

- 1. Any loss when the registration desk or place where money is received is closed for business or temporarily unattended, unless the money is in a safe and all safe keys have been removed.
- 2. All claims not advised to Underwriters within 7 working days of the date of loss.
- 3. Theft by any employee or any other person acting on behalf of the Insured.
- 4. Any loss when outside the Convention facility unless the money is accompanied by two able bodied persons.

LIMITS OF INDEMNITY

Certificate Limit

The Underwriters' limit of indemnity for loss or damage under each section is the applicable limit set forth in the Declaration. In addition, the following extensions of coverage are included in the Declaration's Limit of Indemnity:

- 1. In addition to the Limit of Indemnity indicated on the Declaration's page or any endorsements attaching thereto, coverage extends for all events in the United States or Canada with budgeted gross revenue and/or expenses of \$50,000 or under per event taking place during the period of insurance listed in the declarations.
- 2. Underwriters agree to provide automatic coverage for 90 days for any newly organized or acquired event by the Named Insured for up to \$250,000 of budgeted gross revenues and/or expenses, provided the event is organized or acquired after the period of insurance commences. The 90 day period commences upon the date: (a) the insured contracts to hire the Venue in respect of newly organized shows or meetings, or (b) of acquisition in respect of acquired shows or meetings. Coverage shall be for events held in the United States, its territories or possessions or Canada. Coverage for events outside the United States, its territories or possessions or Canada or events held in California or Nevada require prior approval by Underwriters prior to coverage attaching hereto. The Named Insured agrees that during this automatic 90 day period that written notice of the new event be given without delay to the Underwriters wherein coverage shall be specifically scheduled for an additional premium.
- 3. Commitments as defined under General Definitions #5, shall be insured for an amount equal to ten (10) percent of the Limit of Indemnity stated in the declarations. This shall be in addition to the Section 2 Limit of Indemnity.

GENERAL EXCLUSIONS

(In addition to specific exclusions under Coverage Sections)

This Insurance does not cover:

1. War and Civil War

Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

2. Radioactive Contamination

Loss or damage arising directly or indirectly from actual or threatened nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination or threat of same may have been caused. Nevertheless, if a fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination any loss or damage arising directly from that fire shall (subject to the provisions of this Insurance) be covered excluding, however, all loss or damage caused by actual or threatened nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that fire.

3. Incomplete Premises or Facilities

Losses arising directly or indirectly from construction, alteration or repair work at the "Convention" or lodging facility causing the non-availability, in whole or in part, of the convention or lodging facility or its services and utilities unless such construction, alteration or repair work was started after the policy effective date, and the intent to construct, alter or repair was unknown to the Insured at the Policy's effective date.

4. Seepage and Pollution or Contamination

Any loss directly or indirectly arising out of, contributed to by or resulting from:

Seepage or pollution or contamination unless it is discovered during the period of this Insurance and is the direct cause of a loss hereunder.

GENERAL CONDITIONS

1. False Or Fraudulent Acts

Any fraud, misstatement or concealment in the application attached hereto, or in the making of a claim or otherwise howsoever, shall render this Insurance void and all claims hereunder shall be forefeited.

2. Insured's Duty To Take And Maintain Precautions

The Insured shall take all reasonable precautions and shall use due diligence and best efforts at all times to prevent or minimize any loss.

3. Insured's Duty To Report Circumstances That Could Give Rise To A Claim

As soon as any circumstances become known to the Insured which could give rise to a claim under COVERAGE SECTION 2 of this Insurance, the circumstance must be reported immediately by telex or telephone to the party designated in paragraph 7 of the Declaration and subsequently confirmed in writing. Underwriters have the option to take such action as they consider appropriate to prevent or minimize the potential loss by providing alternative facilities or personnel and the Insured shall cooperate fully in such action, if any, taken by Underwriters.

4. Insured's Duties In The Event Of A Claim

- (a) Any loss or damage which could result in a claim must be reported immediately by telex or telephone to the party designated in paragraph 7 of the Declarations and subsequently confirmed in writing. The Insured shall have the burden of proving its loss under this insurance. The Insured agrees at all times to provide, without expense to Underwriters, all proofs, certificates, evidence, information or assistance which they may reasonably require. In the event of loss or damage by theft or dishonesty, immediate notice must also be given by the Insured to the police or other relevant authorities.
- (b) Every letter, pleading or other document in connection with any claim against the Insured must be sent immediately to the party designated in paragraph 7 of the Declarations. Underwriters reserve the right to take over and conduct the defense or settlement of any claim.

5. Subrogation

Underwriters reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Insured or otherwise. In the event of any payment under this Insurance, Underwriters shall be subrogated to the extent of such payment to all rights of recovery and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

6. Underwriters Option To Salvage

In the event of loss or damage to property covered under this Insurance, Underwriters shall have the option to take all or any part of said property at the agreed or appraised value, in which case the Insured shall take all steps necessary to transfer title to, and perfect title in, Underwriters upon payment to the Insured.

7. Other Insurance

If at the time of any loss or damage which is the subject of a claim under this Insurance there shall be in existence any other policy of insurance effected by or on behalf of the Insured covering such loss or damage or any part of it, this Insurance shall be excess of such other policy of insurance.

8. Observance And Fulfillment Of Terms And Conditions

The due observance and fulfillment of the terms and conditions of this Insurance insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the application shall be conditions precedent to any liability of the Underwriters to make any payment under this Insurance.

9. Condition For Legal Action

No suit shall be brought upon this Certificate unless the Insured has complied with all the provisions of this Certificate and has commenced suit within one year after the loss occurs.

10. Service Of Suit

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereunder, at the request of the Insured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States.

Nothing in this clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

It is further agreed that service of process in such suit may be made upon the person or firm names in paragraph 8 of the Declarations and that in any suit instituted against any one of them upon this Insurance, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The said person or firm is authorized and directed to accept service on behalf of Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that he will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office as their true and lawful attorney upon whom may be served any law process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Insurance, and hereby designate the person or firm named in paragraph 8 of the Declarations as the person to whom the said officer is authorized to mail such process or a true copy thereof.

11. Noncancellation By Underwriters Or Insured

This insurance cannot be cancelled by either Underwriters or the Insured, except for non-payment of premium in which event Underwriters may cancel this Insurance upon ten (10) days written notice to the Insured at the last mailing address known by Underwriters or their agent by any recognized U.S. Post Office form.

12. Assignment

This insurance may not be assigned in whole or in part without the written consent of Underwriters.

13. Records

The Insured shall keep an accurate record containing all relevant information and particulars of the Convention to determine loss or damage or premium adjustment and will at any reasonable time allow Underwriters or their representatives to inspect or audit such records.

14. No Claims Bonus

The insured shall be entitled to a "No Claims" Bonus if no claim is or will be filed against the coverage listed on the Declaration Page. The bonus will equal the percent of the policy premium shown in the declarations. It is payable after all premium adjustments, if any, have been made. It is further understood that the Bonus will apply separately to each event scheduled in the policy.

15. Increase In Limits Of Indemnity

Anytime prior to the commencement of the Convention the Insured can apply in writing for increased indemnity limits under Section 2 based upon revised financial estimates of expenditures, commitments and net income provided that no circumstances which may give rise to a claim have arisen. Underwriters, in their sole discretion, may grant such increased indemnity limits and make any premium adjustment in the deposit premium required.

16. Conformity To Statute

Terms of this Certificate which are in conflict with the statutes of the State wherein this Certificate is issued are hereby amended to conform to such statutes.



A Special Invitation

You are invited to attend the College Reading and Learning Association's

Leadership Workshop and Luncheon

Wednesday, October 30, 1996

9:00 am - 1:15 pm

Hyatt Regency, Albuquerque, NM

CRLA's 29th Annual Conference

RSVP by September 27, 1996



Please mail your reply to this invitation by September 27, 1996 to Susan Deese-Roberts, Director, Zimmerman Public Library, Zimmerman Library, University of New Mexico, Albuquerque, NM 87131-1466. You may include this reservation form with your conference registration to receive your luncheon ticket.

CRLA's 29th Annual Conference		Leadership Workshop and Luncheon		
Name		· · · · · · · · · · · · · · · · · · ·		
Address				
Please check one:				
State Director	SIG Leader _	Board Member	Other	
	-	Workshop and Lunche adership Workshop an		

CRLA Board Meeting Conference Call SEP 12, 1996 Attachment ______ _ page

CRLA Leadership Workshop and Luncheon

Wednesday, October 30, 1996

9:00 - 9:30 am Welcome & Opening Remarks

> (Pat Mulcahy-Ernt, Jo-Ann Mullen, Pat Jonason, new SIG Coordinator)

Ice Breaker Activity (Jo-Ann Mullen)

9:30 - 9:45 am Introduction of CRLA Board Members

(Pat Mulcahy-Ernt)

9:45 - 10:00 am Discussion of Budget Procedures

(Sandra Evans)

10:00 - 10:15 am Break

After the break the State/Region Directorswill move to the State Directors' room; the SIG Leaders will move to the SIG Leaders room.

10:15 - 10:30 am The Job of the State/Region Director

State Directors (Io-Ann Mullen)

10:15 - 10:30 am The Job of the SIG Leader

(Pat Jonason; new SIG Coordinator)

10:30 - 11:00 am Conference Planning

State Directors (Jo-Ann Mullen)

SIG Leaders Communications Workshop: Creating Newsletters and

Communicating with SIG Members

(Pat Mulcahy-Ernt)

11:00 - 11:30 am Communications Workshop: Creating Newsletters and State Directors

Communicating with CRLA Members in Your Region

(Pat Mulcahy-Ernt)

SIG Leaders **SIG Activities**

(Pat Jonason; new SIG Coordinator)

11:30 - 11:45 am **Questions & Answers**

Break

11:45 - 12:00 noon

12:00 - 1:15 pm Lungheon

CRLA Board Meeting Conference Call SEP 12, 1996 Attachment — _____ page

State/Region Directors and Chapter Presider Planning Guide/Request Form for 1995-97

(Return form to Dr. Patricia Mulcahy-Ernt by June 1st.)

Kam	e: Lane C. Johnson State/Region: Taxas
î. Deve	Are you planning a state or regional conference during the time period of July 1, 1996 to June 30, 1997? S 🗆 No 🗘 Not sure yet; will let you know at a later date.
2.	If yes, when and where will the conference be held?
3. X Ye	Would you like a member of the CRLA Board at the Event? S O No O Not sure yet; will let you know at a later date.
4.	If you answered yes to #3, check the appropriate box/boxes.
	to keynote? to provide welcoming remarks? to conduct a session? to help promote CRLA and create visibility? other:
5. Ø Ye	Do you wish to request funding for this conference? S 🛘 No 🗘 Not sure yet; will let you know at a later date.
6.	If yes, please indicate the amount needed (there is a limit of \$500 per State/Region) and how the money will be used.
	the money is needed to: Core mading / printing ex lenses and regulation/ room for CLLA Board member
7.	Do you want the display board for your conference? S D No D Not sure yet; will let you know at a later date.
6. □ Yes	If you are not holding a conference, would you still like to have the display board to use at another state/regional event or to create visibility at you own school? No Not sure yet; will let you know at a later date.

CRLA Board Meeting
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______ page

July 16, 1996

654 Aspen Lane Lebanon, PA 17042

Pat Mulcahy-Ernt 220 West Flatfhill Rd. Southbury, CT 06488

Dear Pat:

I am writing to indicate my interest in serving as CRLA's PAL Coordinator when the position becomes vacant. The formalization of professional association liaisons occurred when I served as CRLA president, so I have a very vested interest in the program. I have served as a PAL since the inception of the program. It appears as if CRLA is at an important crossroads with this program, and I would very much like to provide the leadership for the group as decisions on future direction are made.

Please let me know as soon as a decision is made on the leadership for this group. I've enclosed information on the various places that I can be reached throughout the week.

Also let me know when a replacement regional director for PA/NJ is selected so I can send on all the files and the CRLA stamp. I will write the 1995-96 annual report for PA/NJ before the conference in Albuquerque and submit to you.

Thanks, Pat. Don't hesitate to contact me if you have any questions.

Sincerely,

Becky/Johnen

cc: Gladys Shaw

CRLA Board Meeting
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page

September 9, 1996

To: CRLA Board

re: Membership numbers

Here's what is in the database as of September 9, 1996

838 current members: 820 are individuals, 18 are "Journals Only"

The breakdown is:

775 memberships expire 12/31/96

23 memberships expire 12/31/97

1 membership expires 12/31/98

39 are lifetime memberships

FYI, 366 1995 memberships were not renewed as of this date.

Furthermore, of the current membership 307 have indicated that they would like their name to be given to external organizations. Examples of those associations who have attempted this past year to acquire our mailing labels are: the Kellogg Institute (2ce); Crisp Publications (publishers of educational materials);one company who sells psychological tests to schools. Pat Mulcahy-Ernt has also been approached with requests from others for our mailing list. It's time to make a decision/policy.

Rosalind

DICKEY, RUSH & CO., P.C.

Certified Public Accountants

Douglas A. Dickey, C.P.A.

T. Mark Rush, C.P.A.

CRLA Board Meeting
Conference Call
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3 pages

August 21, 1996

Dr. Patricia Mulcahy-Ernt
President, College Reading and Learning
Association
School of Education and Human Resources
South Hall-University of Bridgeport
Bridgeport, CT 06601

Dear Dr. Mulcahy-Ernt,

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will provide the following service:

We will compile, from information you provide, the annual statement of assets, liabilities and equity-cash basis and related statements of revenues, expenses, and fund balances-cash basis of the College Reading and Learning Association as of and for the year ended June 30, 1996, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. We will not audit or review such financial statements. Our report is presently expected to read as follows:

We have compiled the accompanying statements of assets, liabilities, and equity-cash basis of the College Reading and Learning Association (a non-profit corporation) as of June 30, 1996, and the related statements of revenues, expenses, and fund balances-cash basis for the year then ended, in accordance with Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

August 21, 1996 Dr. Patricia Mulcahy-Ernt College Reading and Learning Association

Additionally, we will also prepare the association's Form 990-Return of Organization Exempt from Income Tax for the year ended June 30, 1996.

Our engagement cannot be relied upon to disclose errors, irregularities or illegal acts, including fraud or defalcations, that may exist. However, we will inform you of any material errors that come to our attention and any irregularities and illegal acts that come to our attention, unless they are clearly inconsequential.

The charges for these services are to be based on the time spent, and calculated at our regular hourly rates, plus direct expenses. We estimate that our fee for these services will be \$ 1,500. Our fee estimates are based upon our current knowledge of the organization and its current accounting system and assumed maximum cooperation from the association's personnel in compiling the information required to complete these financial statements. If for any reason it appears that this fee estimate will be exceeded, we will notify you of that fact prior to incurring the additional cost. Bills for services are due upon receipt. A finance charge of 1.5% per month shall be added to any invoice outstanding over 30 days. Bills for on-going services shall be sent upon the earlier of the end of the month, or the completion of the work.

The terms of this letter shall operate and be in effect until such time as the provisions hereof are modified in writing.

If the above terms are acceptable to you and services outlined are in accordance with your understanding, please sign this letter in the space provided, keep a copy, and return a signed copy to us.

We are pleased to have this opportunity to be of service to you and if you should have any questions, please give me a call.

Sincerely,

T. Mark Rush,

for Dickey, Rush & Co., P.C.

August 21, 1996 Dr. Patricia Mulcahy-Ernt College Reading and Learning Association

Acknowledge:

Yes, the foregoing engagement objectives, conditions and terms are in accordance with our understanding.

Dr. Patricia Mulcahy-Ernt, President College Reading and Learning Association

Date

cc: Sandra Evans, College of the Mainland

Activities

Early in the year, I recruited a new and expanded Editorial Advisory Board. The Fall 1998 issue was produced and came out on time. For the Spring 1999 issue of JCRL, I split the Editor function with Lyn Benn. I wrote all letters of decision and did the bulk of, or "first pass" at, the copy editing of accepted manuscripts. I promoted JCRL in Australia, recruiting reviews from three people and a publishable article from another person. Toward the end of the year, I corresponded in some detail with potential Editors, which helped me distil what I wanted to write in my section of the annual report. (I have suggested to Lyn Benn that, since she handled the manuscripts and the budget, she report statistics on manuscripts such as the average turn-around time and report on the budget. I have suggested to Maureen Hewlett that as Managing Editor she write a summary of marketing efforts, indexing, and printing.)

Recommendations and Rationales

I provide the following recommendations so that the new Editor, the Editorial Advisory Board, and the Executive Board know what I consider top priority.

- 1. Index JCRL as widely as possible. This involves concluding the few outstanding negotiations JCRL has with data bases such as ERIC, and planning a thorough campaign to have JCRL included in data bases which JCRL has not yet approached. This is professional, and it may well be the best method of recruiting more and better manuscripts.
- 2. Keep the same size, same basic format, and same publishing schedule. I do not recommend this because I think everything about the journal is perfect but primarily because indexing agencies, libraries, and some proportion of readers value consistency very highly.
- 3. Continue with the case study and two responses in each issue. Admittedly, this is quite a bit of work. However, it provides something pretty much unique to JCRL, fits well with our CRLA audience, and is used by numerous readers for staff professional development.
- 4. Investigate whether to contract with a publisher (such as Heldref in Washington, DC). I am not recommending signing with a publisher or not signing with a publisher. My preliminary conversation with the University of Toronto Press suggests that contracting with a publisher might be the next step in making JCRL more professional; yet at the same time, the cost may not warrant the benefits. But then again maybe having a publisher would have spin-off benefits such as making it easier for CRLA to attract Editors. The pros and cons should be investigated.

Conclusion

In my term as Editor, I think I have improved JCRL.

The journal has the potential to be the "second tier" journal of choice in our field.

Respectfully submitted, James H. Bell MEMBERSHIP Rosalind Lee, out-going Coordinator Vicki Papineau, in-coming Coordinator

COMMITTEE GOALS

To maintain the records of current and recent-past membership in both database and hardcopy form. This record includes around 1200 entries.

To maintain the records of current and recent-past institution-only subscribers for JCRL in both database and hardcopy form. This record includes around 45 entries.

To answer inquiries about membership from potential and current members.

To maintain labels, stationery, membership applications and brochures, and provide the same to CRLA officers.

To maintain inventory and handle inquiries regarding back issues of the JCRL and Newsletter.

To advise the board on external mailing services contractor Executive Services Group (ESG) and to monitor it.

To handle inquiries from CRLA officers and other associations regarding membership data.

COMMITTEE ACCOMPLISHMENTS

This past year, 1999, was a transition year for the membership coordinator position and for the use of Executive Services Group (ESG). Increasingly, ESG is handling the clerical duties of maintaining the membership and JCRL subscription database, and the printing and processing of many CRLA documents. An inventory of materials, an expenditure sheet for materials and mailings, and a document and timeline highlighting policies and procedures for this position was developed to aid in the monitoring of duties and expenses.

SUGGESTIONS FOR FUTURE COMMITTEE ACTIONS

As ESG becomes more acquainted with the operation of CRLA, the role of Membership Coordinator will gradually change. Other activities such as organizing recruitment strategies at both the national and regional levels will be pursued. However, the time needed for correspondence with other members, officers and other associations, and overseeing ESG's contracted duties is still demanding.

MEMBERSHIP

Rosalind Lee, out-going Coordinator Vicki Papineau, in-coming Coordinator



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COMMITTEE ACCOMPLISHMENTS

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SUGGESTIONS FOR FUTURE COMMITTEE ACTIONS

With the support of ESG, the role of Membership Coordinator is gradually changing. However, time for correspondence with current members, officers and other associations, and overseeing ESG's duties is still demanding. As the duties of this position become more familiar, other activities such as organizing recruitment strategies and other ideas will be pursued.

ae

CRLA Board Meeting
Conference Call
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Directors', Trustees' and Officers' Liability Insurance Policy for Non-Profit Organizations/Associations



In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the company shown in the Declarations (a stock insurance company, hereinafter called the Insurer), including the statements made in the Proposal Form and subject to all terms, conditions, and limitations of this Policy, the Insurer agrees:

Section I. Insuring Agreements

- A. With the Directors, Trustees and Officers that if, during the Policy Period or the Discovery Period, any Claim is first made against any of the Directors, Trustees and Officers, individually or collectively, for a Wrongful Act, the Insurer shall pay on behalf of the Directors, Trustees and Officers all Loss for which the Directors. Trustees and Officers shall be legally obligated to pay, except for such Loss which the Organization actually pays as indemnification.
- B. With the Organization that if, during the Policy Period or the Discovery Period, any Claim is first made against any of the Directors, Trustees and Officers, individually or collectively, for a Wrongful Act, the Insurer will pay on behalf of the Organization all Loss for which the Organization is required to indemnify, or for which the Organization has lawfully indemnified, the Directors, Trustees and Officers.

Section II. Discovery Period

- A. If the Insurer or the entity named in Item 1 of the Declarations cancels this Policy pursuant to Section VIII A(1), or in the event the Insurer refuses to renew this Policy, for any reason other than the Organization's non-payment of premium or non-compliance with the terms and conditions of this Policy, then the entity named in Item 1 of the Declarations on behalf of the Insureds shell have the right, upon payment of forty percent (40%) of the annual premium to an extension of the coverage granted by this Policy with respect to any Claim first made against an Insured during the period of twelve (12) months after the effective date of such cancellation, or, in the event of such refusal to renew, after the date upon which the Policy Period ends, but only with respect to any Wrongful Act committed before such date and otherwise covered by this Policy. This twelve (12) month period shall be referred to in this Policy as the Discovery Period.
- 8. As a condition precedent to the right to purchase the Discovery Period, the total premium for this Policy must have been paid. The right to purchase the Discovery Period shall terminate unless a written request for this Discovery Period is given to the Insurer within thirty (30) days after the effective date of cancellation, or, in the event of a refusal to renew, within thirty (30) days after the Policy Period ends, together with payment of the appropriate premium for the Discovery Period. In the event that such written request and premium payment is not so given to the Insurer, there shall be no right to purchase the Discovery Period at any later date.
- C. The fact that this Policy may be extended by virtue of the purchase of the Discovery Period shall not in any way increase the Limit of Liability stated in Item 3 of the Declarations. For purposes of the Limit of Liability the Discovery Period is considered to be part of and not in addition to the last Policy Year.
- D. The Discovery Period shall only apply to Claims first made against the Insureds during said Discovery Period.

Section III. Definitions

- A. "Organization" shall mean the entity named in Item 1 of the Declarations and any Subsidiary.
- B. "Insured" shall mean Directors, Trustees and Officers.
- C. "Subsidiary" shall mean any entity which qualifies as a not-forprofit organization under the Internal Revenue Code, other than a political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971 (and amendments thereto), and which:
 - (1) the Organization has or controls, as of the inception date of this Policy or any Policy issued by the Insurer of which this Policy is a renewal, the right to elect or appoint more than fifty percent (50%) of the Board of Directors or other governing body of such entity; or
 - (2) is created or acquired by the Organization subsequent to the inception date of this Policy and for which the Organization has:

- (a) given written notice of such creation or acquisition to the insurer as soon as precticable, but in no event more than 120 days following such creation or acquisition, and
- (b) given any underwriting information and paid any additional premium required by the Insurer, provided, however, that coverage shall apply to the Insureds of such newly created or acquired Subsidiery, but only for Wrongful Acts committed or allegedly committed on or after the effective date of such creation or acquisition.

Subsidiary shall not mean (1) any political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971 (and amendments thereto) or (2) any entity which does not qualify as a not-for-profit organization under the provisions of the Internal Revenue Code; provided, however, that any such political committee or entity may be added as a Subsidiary by written endorsement to this Policy at the sole discretion of the Insurer and subject to such terms, conditions, and additional premium as the Insurer may require.

In the event of sale or dissolution of any Subsidiary after the inception date of this Policy, this Policy shall continue to apply to all Insureds of such Subsidiary with respect to Claims first made during the Policy Period or Discovery Period but only for Wrongful Acts committed or allegedly committed prior to the time of sale or dissolution of such Subsidiary.

- D. "Wrongful Act" shall mean any actual or alleged error, misstatement, misleading statement, act or omission, or neglect or breach of duty by the insureds, individually or collectively, in the discharge of their duties soley in their capacity as insureds.
- E. "Loss" shall mean damages, settlements, and Costs of Defense, provided always, however, Loss shall not include criminal or civil fines or penalties imposed by law, punitive or exemplary damages, taxes, or the amount of any multiplied damage award which is in excess of the damage award which was so multiplied or any matter which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.
- F. "Costs of Defense" shall mean any reasonable and necessary legal fees and expenses incurred in defense of any Claim and appeals therefrom, and cost of attachment or similar bonds; provided, however, Costs of Defense shall not include: (1) salaries, wages, overhead or benefit expenses associated with any of the Directors, Trustees and Officers; and (2) any amounts incurred in defense of any Claim which any other insurer has a duty to defend, regardless of whether or not such other insurer undertakes such duty.
- G. "Policy Year" shall mean the period of one year following the effective date and hour of this Policy or the period of one year following any anniversary date thereof falling within the Policy Period; or if the time between the effective date or any anniversary date and the termination of this Policy is less than one year, such lesser period. If the Discovery Period is exercised in accordance with Section II, then such period shall be part of and not in addition to the last Policy Year.
- H. "Policy Period" shall mean the period from the inception date of this Policy to the Policy expiration date stated in Item 2 of the Declarations, or its earlier termination, if any.
- "Claim" shall mean any proceeding initiated against an Insured before any governmental body which is legally authorized to render in such proceeding an enforceable judgment or order for money damages or other relief against such Insured and shall include any appeal from such proceeding
- J. "Related Wrongful Acts" shall mean Wrongful Acts which are logically or casualty connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.
- K. "Directors. Trustees and Officers" shall mean all persons who were, now are, or shall be directors, trustees, officers, employees, volunteers or staff members of the Organization and shall include any executive board members and committee members whether salaried or not, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.

Section IV. Exclusions

The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the Insureds:

- A. based upon or attributable to the Insureds gaining in fact any profit or advantage to which they were not legally entitled;
- B. for return by the Directors, Trustees and Officers of any remuneration paid to them without the previous approval of the governing bodies of the Organization, which payment, without such previous approval, shall be held to be in violation of law;
- C. brought about or contributed to by the fraudulent, dishonest or criminal acts of the Insureds; provided, however, that this exclusion shall not apply unless it is established in fact that such Claim was brought about or contributed to by fraudulent, dishonest or criminal acts of the Insureds:
- D. to the extent it is insured under any other valid policy or policies, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, and regardless of whether or not any Loss in connection with such Claim is recoverable under such other policy or policies; provided, however, this exclusion shall not apply to the amount of Loss which is in excess of the amount of any deductible or retention amounts and the limit of liability of such other policy or policies where such Claim is otherwise covered by the terms and conditions of this Policy:
- E. based upon, arising out of, or relating to, directly or indirectly resulting from or in consequence of or in any way involving:
 - (1) any Wrongful Act or any fact, circumstance, or situation, transaction, casualty, event, or decision which has been or is the subject of any notice given by the Insureds during the Policy Period or any extension thereof of any prior policy providing protection for an Insured, or which has been the subject of any Claim made prior to the effective date of the Policy; or
 - (2) any other Wrongful Act whenever occurring which, together with a Wrongful Act which has been the subject of such notice or such Claim, would constitute Related Wrongful Acts;
- F, for any actual or alleged: (1) bodily injury, sickness, disease or death of any person, assault, battery, mental anguish, or emotional distress; or (2) damage to or destruction of any tangible property, including the loss of use thereof; (3) invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel or slander;
- G. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (or any regulations promulgated thereunder) or similar provision of any federal, state, local statutory law or common law:
- H. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any Directors. Trustees and Officers in the discharge of their duties as a director, trustee or officer of any entity other than the Organization, even if directed or requested to serve as a director, trustee or officer of such other entity, except where this Policy has been specifically endorsed providing such extension of coverage;
- 1. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving, actual or alleged seepage, pollution or contamination of any kind;
- J. by or at the behest of the Organization or any of the Directors, Trustees and Officers or any person or entity which controls, is controlled by, or is under common control with the Organization or any of the Oirectors, Trustees and Officers; however, this exclusion shall not apply to any Claim for actual or alleged wrongful termination;
- K. by any security holder of the Organization whether directly or derivatively unless such security holder bringing such Claim is acting totally independent of, and totally without the solicitation of, or assistance of, or participation of, or intervention of, any of the Directors, Trustees and Officers or the Organization, or any person or entity which controls, is controlled by, or is under common control with the Organization or any of the Directors, Trustees and Officers.

NOTE: The Wrongful Act of an Insured shall not be imputed to any other insured for the purpose of determining the applicability of Exclusions A., B. and C

Section V. Limit of Liability

A. The insurer shall be liable to pay one hundred percent (100%)

- of Loss in excess of the applicable Retention amount stated in Item 4 of the Declarations up to the Limit of Liability stated in Item 3 of the Declarations.
- B. More than one Claim involving the same Wrongful Act or Related Wrongful Acts of one or more insureds shall be considered a single Claim, and only one Retention shall be applicable to such single Claim. All such Claims, constituting a single Claim, shall be deemed to have been made on the earlier of the following dates: (1) the date on which the sarliest Claim involving the same Wrongful Act or Related Wrongful Acts was first made, or (2) the date on which the Claim involving the same Wrongful Act or Related Wrongful Acts shall be deemed to have been made pursuant to Section VII B.
- C. One Retention amount shall apply to each and every Claim. In the event a single Claim is covered under more than one insuring Agreement, the Retention stated in Item 4 of the Declarations shall be applied separately to that part of the Claim covered by each Insuring Agreement, and the sum of the Retentions so applied shall constitute the Retention for each single Claim provided, however, the total Retention as finally determined shall in no event exceed the largest of the applicable Retentions. Notwithstanding the aforementioned, for the purposes of the application of the Retention, Loss applicable to Insuring Agreement, Section I B. includes that for which indemnification by the Organization is legally permissible whether or not actual indemnification is granted.
- D. Costs of Defense shall be part of and not in addition to the Limit of Liability stated in Item 3 of the Declarations, and such Costs of Defense shall reduce the Limit of Liability stated in Item 3 of the Declarations and shall also be applied against the Retention.
- E. Subject to the foregoing, the Insurer's liability for all Loss including Costs of Defense shall be the amount shown in Item 3 of the Declarations, and shall be the maximum aggregate Limit of Liability of the Insurer in the Policy Year for all Claims made against the Insureds, regardless of the time of payment by the Insurer.
- F. In the event the Limit of Liability stated in Item 3 of the Declarations is exhausted by payment of Loss, any and all obligations of the Insurer hereunder shall be deemed to be completely fulfilled and extinguished, and the insurer shall have no further obligations hereunder of any kind or nature.

Section VI. Costs of Defense and Settlements

- A. The Insureds shall not admit liability for, or settle, any Claim or incur Costs of Defense in connection with any Claim, without the Insurer's prior written consent, which consent shall not be unreasonably withheld. The insurer shall be entitled to full information and all particulars it may request in order to reach a decision as to such consent, Any Costs of Defense incurred and/or settlements agreed to prior to the Insurer's consent thereto shall not be covered hereunder.
- B. It shall be the duty of the insureds and not the duty of the insurer to defend Claims, provided that the Insureds shall only retain counsel as is mutually agreed upon with the Insurer.
- C. The Insurer shall at all times have the right, but not the duty, to associate with the Insureds in the investigation, defense or settlement of any Claim to which this Policy may apply.
- D. Any advancement by the Insurer of Costs of Defense prior to the disposition of such Claim shall be at the sole discretion of the insurer and shall be on the condition that (1) the Directors, Trustees and Officers and/or the Organization provide a written undertaking satisfactory to the Insurer providing that in the event it is finally established that the Insurer has no liability under this Policy to the Insureds, or any of them, for such Claim, such Directors, Trustees and Officers and/or the Organization agree to repay the Insurer upon demand all Costs of Defense advanced on their behalf by virtue of this provision; and (2) any Costs of Defense advanced by the Insurer shall serve to reduce the Limit of Liability for such Claim to the extent that they are not in fact repaid to the Insurer in accordance with (1) hereinabove.

Section VII. Notice of Claim

A. The Insureds shall, as a condition precedent to their rights under this Policy, give the Insurer notice, in writing, as soon as practicable of any Claim first made against the Insureds during the Policy Period or Discovery Period, but in no event later than ninety (90) days after such Claim is made, and shall give the Insurer such information and cooperation as it may reasonably require.

B. If prior to the effective date of the cancellation of this Policy in the event of its cancellation, or if prior to the expiration date of this Policy stated in Item 2 of the Declarations in the event of its non-renewal but prior to the inception of the Discovery Period. the Directors. Trustees and Officers or the Organization first become aware of a specific Wrongful Aut for which insurance is provided under this Policy, and if the Directors, Trustees and Officers or the Organization, prior to such dates give written notice to the Insurer of (1) the specific Wrongful Act; (2) the injury or damage which has or may result therefrom; and (3) the circumstances by which the Directors, Trustees and Officers or the Organization first became aware thereof, then any Claim not otherwise excluded by the terms of the Policy subsequently made against the Insurads arising out of such Wrongful Act or any other Wrongful Act whenever occurring, which, together with such Wrongful Act, would constitute Related Wrongful Acts, shall be deemed for the purpose of this insurance to have been made during the Policy Year in which such notice was given

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- C. In addition to furnishing the notice as provided in Section VII A and VII B the Insureds shall, as soon as practicable, furnish the Insurer with copies of reports, investigations, pleadings and other papers in connection therewith.
- D. Notice to the Insurer as provided in Section VII A and VII B and any information furnished to the Insurer as provided in Section VII C shall be given to GREAT AMERICAN INSURANCE COMPANIES, EXECUTIVE LIABILITY DIVISION, CLAIMS DEPARTMENT, P.O. BOX 66943, CHICAGO, IL 60666.

Section VIII. General Conditions

- A. Cancellation or Non-Renewal
 - (1) This Policy may be cancelled by the entity named in Item 1 of the Declarations at any time by written notice to the Insurer or by surrender of this Policy to the Insurer.

This Policy may also be cancelled by or on behalf of the Insurer by delivering to the entity named in Item 1 of the Declarations, or by mailing to said entity by certified mail or other first class mail, at the address stated in Item 1 of the Declarations, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

(2) If this Policy shall be cancelled by the entity named in Item 1 of the Declarations, the Insurer shall retain the customary short rate portion of the premium.

If this Policy shall be cancelled by or on behalf of the Insurer, the Insurer shall retain the pro-rate portion of the premium. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

- (3) If the Insurer elects not to renew this Policy, the Insurer shall provide the entity named in Item 1 of the Declarations with not less than thirty (30) days advance notice thereof.
- (4) If the period of limitation relating to the giving of notice as provided for in Section VIII A(1) or VIII A(3) is prohibited or made void by any law applicable thereto, such period shall be amended so as to be equal to the minimum period of limitation permitted by such law.
- B. Proposal Form It is represented that the particulars and statements contained in the Proposal Form are true and are the basis of this Policy and are to be considered as incorporated in and constituting part of this Policy. However, this Policy shall not be voided or rescinded and coverage shall not be excluded as a result of any untrue statement in the Proposal Form, except as to those persons making such statement or having knowledge of its untruth.
- C. Action Against the Insurer
 - (1) No action shall be taken against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, and until the Insureds'

- obligation to pay shall have been finally determined either by an adjudication against the Insureds or by written agreement of the Insureds, claimant and the Insurer.
- (2) No person or organization shall have any right under this Policy to join the Insurer as a party to any Claim against the Insureds nor shall the Insurer be impleaded by the Insureds or their legal representative in any such Claim.
- D. Conversion to Run-Off Coverage:

If prior to the effective date of the cancellation of this Policy pursuant to Section VIII A(1), or if prior to the expiration date of this Policy stated in Item 2 of the Declarations, (1) another entity acquires substantially all of the assets of the Organization, or (2) the Organization merges into another entity such that the Organization is not the surviving entity, or (3) the Organization consolidates with another entity, or (4) the Organization ceases to qualify as a not-for-profit organization under the Internal Revenue Code (parts (1), (2), (3), and (4) above shall hereinafter be referred to as "Transaction"), then:

- (1) the Organization must give written notice of such Transaction to the Insurer within thirty (30) days after the effective date of such Transaction, and provide the Insurer with such information in connection therewith as the Insurer may deem necessary.
- (2) this Policy including the Discovery Period, if purchased, shall only apply, subject to its terms, with respect to any Wrongful Act actually or allegedly committed prior to the effective date of such Transaction described hereinabove,
- (3) this Policy shall continue in force until the expiration date of the Policy stated in Item 2 of the Declarations, and any cancellation of this Policy by the Insurer, pursuant to Section VIII A(1) shall be inoperative, and
- (4) the Insurer at its sole option and without any obligation to do so may offer any renewal terms for the Policy; provided, however, that if the Insurer does not offer renewal terms, the surviving entity on behalf of the Organization shall have the right to purchase the Discovery Pariod pursuant to Section II, but subject to (2) hereinabove.
- E. Subrogation In the event of any payment under this Policy, the Insurer shall be subrogated to all of the rights to recovery thereof of the Directors, Trustees and Officers and the Organization and the Directors. Trustees and Officers and the Organization shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the Insurer to effectively bring suit in the name of any Directors, Trustees and Officers or the Organization.
- F. Assignment Assignment of interest under this Policy shall not bind the Insurer until its consent is endorsed hereon.
- G. Conformity to Statute Any terms of this Policy which are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.
- H. Entire Agreement By acceptance of this Policy, the Insureds and the Insurer agree that this Policy (including the Proposal Form and any materials submitted therewith) and any written endorsements ettached hereto constitute the entire agreement between the parties.
- Entity Represents Insureds By acceptance of this Policy, the entity named in Item 1 of the Declarations shall act on behalf of the Organization and all of the Directors, Trustees and Officers for all purposes including, but not limited to, giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.
- J. GREAT AMERICAN INSURANCE COMPANIES, EXECUTIVE LIABILITY DIVISION represents the Insurer Great American Insurance Companies, Executive Liability Division, Post Office Box 66943, Chicago, Illinois 60668 shall act on behalf of the Insurer for all purposes including, but not limited to, the giving and receiving of all notices and correspondence.

In witness whereof the Insurer has caused this Policy to be signed by its President and Secretary and countersigned, if required, on the Declarations page by a duly authorized agent of the Insurer.

GREAT AMERICAN INSURANCE COMPANIES

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Call of Lindrette

CRLA Board Meeting Conference Call SEF 12,1996 Attachment K 3 page S

TUTORIAL SERVICES

August 21, 1996

Dr. Patricia Mulcahy-Ernt
Dr. Vince Orlando and
Members of the Board
College Reading and Learning Association

Dear Pat, Vince, and Members:

I respectfully appeal the 1996-97 budget you have allocated to the Certification Program.

The prior coordinator and the records manager were in the same location, and both were volunteer members of CRLA. I do not have a CRLA volunteer here to manage records.

It will not be cost-effective or efficient to have a CRLA member in some other city or state maintain records -- we get questions almost daily. The staff time and the cost of relaying those messages to a records manager elsewhere is pretty daunting. I simply do not have time to do that even if CRLA is willing to pay the cost. It would almost double the time and increase postage by 50% or so. Instead, I stated I would subsidize part of the other costs in order to pay a \$75 per month clerical fee to have someone here maintain the records. That gives us the ability to answer questions and supply information quickly, thereby assuring a high level of service. That is important if the credibility of the program is to be maintained.

I believe the certification program more than pays its way and will continue to do so at least in the near future. I believe the Board will want to keep the program in place long term and will want it to provide quality service. I do not believe the Board will always be able to have two volunteers in the same place to coordinate the program and also manage the records. I doubt that the Board wants to incur the inefficiencies of a coordinator in one place and the records manager in another. And, I do not think many individual professionals, however committed they are to CRLA, will have time to do both the coordination and the records management.

I ask the Board to consider putting in place a system that can be maintained long term. Depending on having two CRLA volunteers in the same locale would not appear to be a reliable system. It is also true that having some of the other costs always subsidized is probably not certain. However, the program has attained a size that makes it wise to do a cash flow analysis and determine what costs the program can sustain and still be self-sufficient. The program is too important not to assure its continuance. A good records

system based on volunteer service is not the realistic infrastructure needed to insure its perpetuation. Speaking from a lot of committee experience, I can assure you this program is definitely different from other committee responsibilies. The work is unceasing; the program continues to expand; there is no termination point unless the board discontinues it at some point. It needs the implementation of a well-maintained, continuing records system. Budgeting clerical fees for records maintenance is a step toward a permanent records system that might not get lost in the transitions of coordinators.

Please feel free to check with Tom and Karan regarding these ideas and the time and costs involved program.

Please also re-consider my budget request. I am submitting a slightly revised one that includes the Outstanding Tutor Award since I did not have that in my original request. I ask that you remove the handbook printing budget since that has not been passed on to me. The people handling that should have that budget. I do not want to be responsible for funds for activities not included in my responsibilities.

I will very much appreciate your consideration of this appeal. The budget you have allocated, and the budget I need to facilitate the program are attached for your review.

Very truly your, Madys A. Shaw

Gladys R. Shaw, Coordinator

Budget Request for International Tutor Certification Program

1996-97 Budget Allocated		1996-97 Revised Request
Clerical	\$ 0	Clerical \$900
Postage	800	300
Printing & Publication	200	0
Supplies	150	150
Telephone	200	0
Handbook Reprint	750	0
Outstanding Tutor Award	250	250
Total	\$2,350	\$1,600

NOTE: The total budget I have requested is the same as you allocated if the handbook printing is moved to the person who will do that. It also means I will apparently be subsidizing about \$900 in costs you have projected for postage, etc. Before yearend, I suggest you do a cash-flow analysis and determine whether or not the ITCP generates more than the \$2,500 my requested budget would be if all costs had to be paid.