

**CRLA BOARD MEETING**  
**SUMMARY OF**  
**AUGUST 8, 1995 TELECONFERENCE MINUTES**

**Members on-line:** Pat Mulcahy-Ernt, *President*; Tom Gier, *Past-President*; Vince Orlando, *President-Elect*; Sandra Evans, *Treasurer*; Rosalind Lee, *Secretary*.

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

- 1. Agenda Approved**  
The revised agenda of August 1 was approved.
- 2. Minutes Approved**  
The minutes of the May 16, 1995 teleconference were approved as amended.
- 3. State/Region/Chapter Update**  
Oregon Chapter has requested travel funds for Karan Hancock who will co-keynote and present a session at their Oct. 20 State Conference. **It was moved that the Oregon Chapter be granted \$430 to cover travel funds for their keynote speaker.**
- 4. Professional Association Liaison Committee (PAL's)**
  - a) Report**  
The Professional Association Liaison committee submitted a report which included the objectives of the committee and a listing of the individual liaisons. **It was moved that the Board accept the PAL's report.**
  - b) MCLCA Liaison**  
**It was moved that the Board accept the liaison agreement with the Midwest College Learning Center Association (MCLCA).** This agreement is similar to the one CRLA has in effect with the National Association of Developmental Education (NADE). It was recommended that CRLA investigate a similar professional liaison with the Association of California Colleges Tutoring and Learning Assistance (ACCTLA).
  - c) International Reading Association (IRA)**  
The IRA has invited CRLA to present a co-sponsored session at their conference in New Orleans, April 28 - May 3, 1996.
- 5. Professional Activity of Board Members**  
A Board member has been requested to attend the MCLCA conference in Evanston, Illinois Sep 27-29. No decision was made at this time as to who would attend.
- 6. CAS Standards Report**  
A draft of the "Council for the Advancement of Standards (CAS) Learning Assistance Program Standards and Guidelines" was presented. It will be discussed at a future meeting.
- 7. Spring 1996 Canadian Symposium (April 18-20)**  
The Call for Papers will appear in the upcoming *Newsletter*.
- 8. Fall 1996 Albuquerque Conference (October 30 - November 3)**  
The following features of the 1996 conference were discussed: a breakfast for past Board members and for the JCRL Board; a two-hour block of open time on Friday for networking; reduced hours for publishers' exhibits; to hold the awards luncheon Friday, and install new officers at the Saturday banquet.

**9. Publications' Schedules**

Both publications should be out by late August or early September. Roz Bethke is to be commended for her work on the *Newsletter*.

**10. Master Calendar**

Pat will update calendar items and distribute them with updates of the "Quick Reference List."

**11. Plenary Session Report**

Susan Deese-Roberts submitted a report from the plenary session of the Tempe conference. This will be discussed at a future Board meeting.

**12. 1997 Conference**

It was moved that Sacramento be accepted as the site for the 1997 conference and that the contract with the Red Lion Hotel be approved. The conference will be Oct. 20-27, 1997. Tom Dayton will be on-site chair. The Board expressed thanks to Susan Deese-Roberts for her work in site selection and to Tom Dayton for volunteering as chair.

**13. Insurance**

The Board was updated on current insurance coverage. The Executive Board is bonded, and a general liability policy covers the conference. Sandra will investigate additional liability coverage for individuals who serve on the Board.

**14. Membership Renewals**

Memberships received after October 1 will be treated as 1996 memberships. It was moved that renewal memberships have a three-month grace period.

**15. Disbursement of Funds**

It was decided that when money is disbursed as a "grant" rather than a reimbursement, the recipient needs to provide some documentation for the Treasurer's records. The case of money going to the Texas Chapter was an example.

**16. Long-Term Certificates of Deposit (CD)**

The following motions were made:

- i) **\$40,000 from the conference account be used to purchase a 12-month Certificate of Deposit.** This motion was made as an amendment to the Jan. 26, 1995 motion in which \$30,000 from the conference account and \$10,000 from the operating account were allocated.
- ii) **The President, President-Elect and Treasurer put their signatures on the signature card when Certificates of Deposit are opened and/or renewed in the future.**
- iii) **The \$40,000 CD which will mature at the end of July, 1996 be renewed for 6 months.** This will align the CD with the terms of the officers.
- iv) **\$10,000 be transferred from the conference account to the Canadian Symposium account.**
- v) **\$20,000 be transferred from the conference account to the operating account.** This leaves \$20,000 in the conference account.

**17. Tempe Conference Financial Report**

Sandra reported a net income of approximately \$20,975, with no losses on any of the meal functions.

Sandra has done a great job with the financial details of the conference, and Rick Sheets and Pat Mulcahy-Ernt are to be congratulated for a profitable conference.

**18. 1996 Conference Budgets**

It was moved that conference fees be set at \$85 for early registration, \$70 for one-day registration, and \$100 for late full registration.

The 1996 Albuquerque conference budget was approved, and will be revisited for adjustments at a later date.

The Canadian Symposium budget was approved.

**19. 1995-1996 Operating Account**

After reviewing the combined accounts, it was concluded that the overall revenue of the organization increased by \$10,000 during 1994-1995.

There was discussion regarding various line items in the operating budget. It was moved that the operating budget be approved as proposed and that it be adjusted at a future conference call.

The next conference call to continue discussion on the budget is to be held on September 7, 1995 at 11:00 am EDT.

**20. Next Regular Board Meeting**

The next regular conference call will be held on Thursday, Nov. 2, 1995 at 11:00 am EST.

The meeting was adjourned at 1:15 pm EDT.

**SUMMARY OF  
SEPTEMBER 7, 1995 TELECONFERENCE MINUTES**

**Members on-line:** Pat Mulcahy-Ernt, *President*; Tom Gier, *Past-President*; Vince Orlando, *President-Elect*; Sandra Evans, *Treasurer*; Rosalind Lee, *Secretary*.

**Guest on-line:** Bernie Birch, Insurance Representative, A.F. Crissie Insurance

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

**21. Insurance Representative**

Mr. Bernie Birch joined the teleconference to explain the salient types of insurance for CRLA. He highlighted the differences between liability insurance (which we have) and Directors' and Officers' Insurance (which we don't have). He gave some premium estimates, and stated that this is dependent on the membership count. He then left the teleconference.

**22. Agenda Approved**

The agenda was approved after additions.

**23. Membership Update**

Rosalind has been updating the database as new information is received. She will be requesting address and telephone updates from lifetime members. She will also distribute a list of international members and journal memberships to the Board for information. It was recommended that both school and home addresses be included in the database, and work phone numbers could be distributed to CRLA officials (e.g. State Directors) who received lists of members.

**24. Operating Budget Discussion**

The Board went through each line item in the Operating Fund Worksheet, making adjustments as

necessary. It was noted that CRLA expenses have increased over the years as institutions have provided less in-kind assistance and the budget projections should reflect the true costs of operating. It was recommended that lines for the conference profit, a beginning balance and the projected income be included in the budget printout to give a total picture.

Insurance needs were discussed.

**It was moved that Directors' and Officers' Liability Insurance for CRLA be purchased.**

**It was moved that the operating budget be accepted as proposed.**

**25. Elections**

**It was moved that the slate of nominees for President-Elect and for Treasurer be accepted.**

**President-Elect Nominees: Theria Beverly, Kathy Carpenter**

**Treasurer Nominees: Janet Eddy, Sylvia Mioduski**

The Board is pleased that these individuals have come forward to serve the organization.

**26. Auditing Procedures**

Sandra will collect bids from external sources for auditing the CRLA books and will report back to the Board.

**27. Canadian Symposium**

The deadline for submitting session proposals has been extended to Oct. 20, 1995.

**28. Miscellaneous**

Tom mentioned SIG leaders have been requesting more information on various items.

**29. Next Board Meeting**

The next Board meeting will be a conference call on Thursday, November 2, 1995 at 11:00 am Eastern Standard Time.

**The meeting was adjourned at 12:45 p.m. EDT.**

The minutes of the August 8 and September 7, 1995 teleconference meetings were approved Nov. 2, 1995.

**CRLA BOARD MEETING**  
**MINUTES OF**  
**AUGUST 8, 1995 TELECONFERENCE**

**Members on-line:** Pat Mulcahy-Ernt, *President*; Tom Gier, *Past-President*; Vince Orlando, *President-Elect*; Sandra Evans, *Treasurer*; Rosalind Lee, *Secretary*.

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

**1. Approval of Agenda (Attachment A)**

Tom moved that the revised agenda dated 8/1/95 be approved. Seconded by Vince. PASSED.

**2. Approval of Minutes**

Vince moved that the minutes of the May 16, 1995 teleconference be approved as amended. Seconded by Tom. PASSED.

**3. Updates**

**a) State/Region/Chapter (Attachment B)**

i) Tom will send out a memo Aug. 17 updating the state and region meetings. He will also send out a mailing calendar.

**Oregon Chapter Request (Attachment C)**

ii) Tom presented a request from the Oregon Chapter for travel funds for Karan Hancock to co-keynote and present a session at their Oct. 20 State Conference.

Vince moved that the Board approve the request from the Oregon Chapter for \$430 to cover travel funds for Karan Hancock to attend and speak at their state conference. Seconded by Sandra. PASSED.

**b) SIG Report**

No report.

**c) PAL's (Attachment D)**

i) Pat presented a summer report from the PALS coordinator, Gladys Shaw. This includes the objectives of the PALS committee as well as a listing of the individual liaisons.

Tom moved that the Board accept the PALS report. Seconded by Vince. PASSED.

**MCLCA Liaison (Attachment E)**

ii) Pat presented a proposed liaison agreement with the Midwest College Learning Centre Association (MCLCA).

There was discussion regarding the specifics of the agreement, and the size and types of organizations CRLA had agreements with. It was noted that this is a standard agreement and very similar to the one currently in effect with NADE. Tom cautioned that this, and all such agreements, be reciprocated vis-a-vis conference space, speaker requests, newsletter space, etc.

**Tom moved that the Board accept the proposal for a professional liaison with MCLCA. Seconded by Vince. PASSED.**

Tom indicated that CRLA should investigate a similar liaison with the Association of California Colleges Tutoring and Learning Assistance (ACCTLA). Pat will check with Gladys Shaw on this.

*International Reading Association  
(Attachment F)*

Pat presented an invitation from the International Reading Association to present a co-sponsored session at their 1996 conference in New Orleans, April 28 - May 3, 1996.

*d) Professional Activity of Board Members*

A Board member has been requested to attend the MCLCA Conference in Evanston, Illinois Sep 27 - 29. No decision was made at this time as to who would attend.

*e) CAS Draft Standards (Attachment G)*

Pat presented a draft of the "Council for the Advancement of Standards (CAS) Learning Assistance Program Standards and Guidelines." This will be discussed at a future Board meeting.

*f) Spring 1996 Canadian Symposium*

The Call for Papers will appear in the current issue of the *Newsletter*.

g) *Fall 1996 Albuquerque Conference*  
(Attachment H)

i) Vince presented a draft of the conference schedule. Various features were discussed.

- There will be a breakfast for past Board members and for the Board of the *Journal*.
- There will be a 2-hour block of uncommitted time on Friday which can be used for networking.
- The publishers' exhibits may be opened for fewer hours to achieve better traffic flow within a condensed time frame. Vince has ideas to entice conference-goers to visit the booths.
- An awards luncheon will be held Friday.
- Installation of officers and the banquet will be held Saturday.

4. *Old Business*

a) *Publications Schedules*

The *Newsletter* will be out by the end of the month. This issue contains a great deal of information. Roz Bethke is to be commended for her work on the *Newsletter*.

The JCRL is being mailed out.

b) *Master Calendar* (Attachment I)

"CRLA Calendar Items" contains the information from the master calendar. Pat will add to this list as items are received and will include them in future updates of the "Quick Reference List."

c) *Plenary Session Report* (Attachment J)

Susan Deese-Roberts submitted a "Report on the 1995 Plenary Session." The four focus questions as identified by the Board were: increase in annual dues for the hiring of a mailing/secretarial service; selection of annual conference sites; cultural diversity among members; and topics which should be addressed by the Board during 1995 and 1996. The Board took this report under advisement and will discuss it in depth at a future meeting.

- d) *Site of 1997 Conference (Attachment K: 2 components)* Pat, working with Susan Deese-Roberts, presented the hotel contract for the Red Lion Hotel in Sacramento, California. Dates for the 1997 Conference are set for Oct. 20 - 27.

**Tom moved that the Board accept Sacramento as the site for the 1997 conference and that the contract with the Red Lion Hotel be approved. Seconded by Vince. PASSED.**

*Sacramento On-Site Chair*

Tom Dayton will be the on-site chair. The Board expressed thanks to Susan for her work, and to Tom Dayton for volunteering.

- e) *Insurance (Attachment L: covering letter + 3 components)* Sandra updated the Board on insurance coverage for the organization. The general liability policy (with a \$2662 premium) covers CRLA for the calendar year. In addition, the Executive Board is bonded and conference insurance is separate. There was a query regarding the necessity of additional personal liability coverage for the Board members. Sandra will clarify with the carrier exactly how much personal liability for each of the officers the current policy covers. She will also clarify who is considered an "officer" of the organization. Sandra will report back at a future meeting.

5. *New Business*

a) *Renewal of Membership*

Rosalind inquired about the cutoff date for 1995 memberships. It was decided that new memberships received on or after Oct. 1, 1995 be considered 1996 memberships.

**Tom moved that renewal memberships have a three-month grace period. Seconded by Vince. PASSED.**

b) *Use of Reimbursement Form for Payment*

Sandra noted that the funds granted to Texas during the May 16, 1995 Board teleconference were an anomaly in that they represented money being paid out before being spent. It was decided that some form of documentation from the recipient (Texas Chapter) was needed for the Treasurer's records.



c) *Budget*

i) *Long-term Certificates of Deposit*  
(Attachment M)

A motion was made during the Jan. 26, 1995 meeting that \$30,000 from the conference account and \$10,000 from the operating account be used to purchase a 6-month \$40,000 Certificate of Deposit (CD). Tom made an amendment to this motion.

**Tom moved that \$40,000 from the conference account be used to purchase a 12-month Certificate of Deposit. Seconded by Vince. PASSED.**

(Attachment N)

Pat noted that the signatures for the CD's are Tom's, Sandra's, and Rosalind's. She recommended that the President, President-Elect and Treasurer be the signing authorities in the future for continuity. Pat also recommended that the 12-month CD be renewed for 6 months at maturity to better fit with the terms of the officers.

**Tom moved that when Certificates of Deposit are opened and/or renewed in the future, the President, President-Elect and Treasurer put their signatures on the signature card. Seconded by Sandra. PASSED.**

**Tom moved that the \$40,000 CD which will mature at the end of July, 1996 be renewed for 6 months. Seconded by Sandra. PASSED.**

ii) *Funds Transfer*

Sandra reported that this leaves approximately \$50,000 in the conference account. She requested that some of the funds be moved to the accounts which are showing disbursements.

**Tom moved that \$10,000 be transferred from the conference account to the Canadian Symposium account. Seconded by Sandra. PASSED.**

**Tom moved that \$20,000 be transferred from the conference account to the operating account. Seconded by Sandra. PASSED.**

This leaves \$20,000 in the conference account. (Note that the \$40,000 CD was generated from this account.

*iii) Discussion of the Conference Account*

Sandra pointed that the Income Statement Total as shown on the bottom of the Financial Report differed slightly from the Transaction Report. (The Transaction Report shows the actual debits and credits from the bank account which is reconciled to the bank statement.) The minor variance is due to a small glitch carried over from last year's entries. The report shows that the conference produced a net income of almost \$20,975.88. Sandra added that there were no losses on any of the meal functions.

It was noted that Sandra has done a phenomenal job with the financial details of the conference. Tom also extended congratulations to Pat Mulcahy-Ernt and Rick Sheets for an outstanding and profitable conference.

*iv) Proposed '95-'96 Conference Budget*

Vince spoke to the proposed '95-'96 budget. He indicated that some of the figures, particularly the ones involving food, are very rough estimates. It is anticipated that there will be adjustments to this budget.

There was some discussion regarding the pros and cons of raising conference fees versus membership fees.

Vince moved that the conference fees be set at \$85 for early registration, \$70 for one day registration, and \$100 for late full registration. Seconded by Tom. PASSED.
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Vince will get more information regarding food costs and he will also confer with Tom regarding conference expenses.

Tom moved that the 1996 Albuquerque conference budget be approved and that it be revisited for adjustments at a later date. Seconded by Vince. PASSED.
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*v) Canadian Symposium Budget*

Tom reported that the '95-'96 budget increased modestly from '94-'95.

**Sandra moved that the Canadian Symposium budget for 1995-1996 be approved. Seconded by Vince. PASSED.**

*vi) Operating Account*

Sandra presented the Financial Report, the Income Statement, the Transaction Report and the Proposed 1995-1996 Budget for the operating account.

Viewing the combined (operating plus conference) accounts, the Board was able to get an overall financial picture of the organization.

It was concluded that during the 1994-1995 fiscal year, the overall revenue of the organization increased by \$10,000.

It was noted that budgets have usually been prepared as over-estimates and so actual expenditures for 1995-1995 were far below the amount budgeted. Vince voiced a concern that budgets should be more in line with projected expenses.

A suggestion was made to combine sub-accounts, eg. put the Board members' individual telephone line items into one.

Pat pointed out there were some increases to this year's budget, referring specifically to Board travel (due to increased requests from Chapter/State/Regions for Board representation), and to insurance.

There was some discussion about the moneys in the different travel budgets. Tom noted that Chapter Presidents and State/Region Directors were given a deadline for submitting their budget requests and if no more come in then we already have a picture of our committed travel.

**Tom moved that the operating budget be approved as proposed and that it be adjusted at a future conference call. Seconded by Vince. PASSED.**

The next conference call to continue discussion on the budget will be held on Sep. 7, 1995 at 11:00 a.m. EDT.

Revisions and comments are to be faxed to Sandra.

*6. Next Regular Conference Call*

The next conference call for regular board business will be held on Thursday, Nov. 2, 1995 at 11:00 a.m. EST.

**Tom moved adjournment of the meeting at approximately 1:15 p.m. EDT.**

These minutes were approved Nov. 2, 1995.

**TENTATIVE AGENDA FOR THE CRLA CONFERENCE CALL  
TUESDAY, AUGUST 8, 1995, 11:00 AM EDT**

1. Approval of the Agenda
2. Approval of the Minutes from the May 16, 1995 Conference Call
3. Updates
  - a) State/Region/Chapter Update (Tom)
  - b) SIG Update (Pat)
  - c) PALS (Pat/Gladys Shaw)
  - d) Professional Activity of Board Members (Board)
  - e) Standards Task Force (Pat/Martha Maxwell)
  - f) Spring 1996 Canadian Symposium (Tom)
  - g) Fall 1996 Albuquerque Conference (Vince)
4. Old Business
  - a) Publication Schedules (Pat)
  - b) Master Calendar (Pat)
  - c) Plenary Session Report (Pat/Susan Deese)
  - d) Sacramento as Site for 1997 Conference (Pat/Susan Deese)
  - e) Insurance (Sandra)
5. New Business
  - a) Renewal of Membership - Three Month Grace Period (Rosalind)
  - b) Use of Reimbursement Form for Payment (Sandra)
  - c) Discussion/Approval of the Budget
    - 1) Status of the the Accounts (Sandra)
      - a) Financial Report
      - b) Long-term CDs for the Conference Account
      - c) Transfer of Funds to the Operating Account
      - d) Transfer of Funds to the Symposium Account
    - 2) Discussion of the Conference Account (Vince)
    - 3) Discussion of the Symposium Account (Tom)
    - 4) Discussion of the Operating Account (Sandra)
6. Scheduling of Fall Conference Calls (Tentative)
  - a) Tuesday, October 10, 1995, 11:00 am EDT
  - b) Tuesday, December 12, 1995 11:00 am EST

# MEMO

CRLA BOARD  
TELECONFERENCE MINUTES  
AUGUST 8, 1995  
ATTACHMENT B  
2 pages

TO: DR. PATRICIA MULCAHY-ERNT  
CRLA PRESIDENT

FROM: DR. TOM GIER *Tom Gier*  
CRLA COORDINATOR, STATES & REGIONS

DATE: 17 JULY 1995

RE: STATE & REGION SCHEDULE & REQUESTS

\*1) Attached is the most current (7/17/95) "1995-96 Schedule of State/Regional Conferences." I have sent the same schedule to the State/Regional Directors and Chapter Presidents asking for any necessary updating plus input from those states/regions not listed.

\*2) I also included the request from CRLA Oregon for travel funds for Dr. Karan Hancock to co-keynote and to conduct a session at their October 20th state conference. The best supersaver from Anchorage to Portland (roundtrip) is \$430. The request, therefore, is for \$430.

# **COLLEGE READING & LEARNING ASSOCIATION**

## **1995-96 SCHEDULE OF STATE/REGIONAL CONFERENCES**

(7/17/95)

<b>STATE/REGION</b>	<b>BOARD MEMBER</b>	<b>DISPLAY BOARD</b>	<b>CONFERENCE DATE</b>
MCLCA (IOWA)	NO	YES (CAROL LYON)	SEPT 27-29, 1995
WYOMING	NO	YES	SEPT/OCT, 1995
IOWA/MISSOURI	SANDRA EYANS	YES (FROM C. LYON)	OCT. 5-6, 1995
NEW MEXICO	VINCE ORLANDO	?	OCT. ?, 1995
OREGON	TOM GIER	NO	OCT 20, 1995
WASHINGTON	ROSALIND LEE	NO	OCT. 27-28, 1995
TEXAS	SANDRA EYANS	NO	OCT. 26-27, 1995
WINTER INST.	PAT MULCAHY-ERNT	YES	JAN 1996
MADE	PAT MULCAHY-ERNT	YES	FEB/MARCH 1996
PENN/NJ	NO	YES	MARCH or APRIL 96
ARIZONA	NO	NO	SPRING '96 (MAYBE)
CALIFORNIA	TBA	YES	SPRING 1996
IDAHO	NO	YES	TBA
HAWAII	NO	NO	NO
MONTANA	NO	NO	NO

**COLLEGE READING AND LEARNING ASSOCIATION**  
**STATE/REGION DIRECTORS AND CHAPTER PRESIDENTS**  
**PLANNING GUIDE FOR 1995-96**

NAME June Benson/OREGON

## ARE YOU PLANNING A STATE OR REGIONAL CONFERENCE?

IF YES, WHEN WILL THE CONFERENCE OCCUR?

Friday, October 18, 1995

WOULD YOU LIKE A MEMBER OF THE BOARD AT THE EVENT?

Yes. Tom Gier will be attending with Karan Hancock. I am requesting travel funding for Karan.

XX to keynote?

\_\_\_\_\_to provide welcoming remarks?

\_\_\_\_\_ to conduct a session?

\_\_\_\_\_to help promote CRLA and create visibility?

## DO YOU WANT THE DISPLAY BOARD FOR YOUR CONFERENCE?

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 YOUR OWN SCHOOL?

PLEASE LIST THE INFORMATION OR ITEMS YOU NEED TO BE MORE EFFECTIVE AND EFFICIENT IN YOUR ROLE:

## Return to Tom Gier



**1995-96 SUMMER REPORT**  
**FOR THE**  
**PROFESSIONAL ASSOCIATION LIAISON COMMITTEE**  
**OF THE**  
**COLLEGE READING AND LEARNING ASSOCIATION**

**BY**

**Gladys R. Shaw**  
**Committee Chair**  
**July, 1995**

### Summer Activity Update for PALs

The PALs working session at conference was well attended and very productive. Three new PALs joined the group. The committee now numbers eight and the organizational liaisons number 16. Objectives for this year and the most current director are attached.

All PALs have been sent a packet requesting a June 30 report, a personal profile, a profile of the organizations they represent, a directory, and the speaker information form from which we hope to develop a directory of speakers from CRLA and other organizations. Only one PAL has reported in so we may have to re-think the June 30 date.

Plans for a panel presentation at the Albuquerque conference are in progress.

Forty journals are being distributed to the PALs for display. When the next newsletter and membership forms are available, copies of those have been requested and distributed to PALs as well.

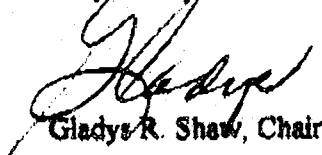
Various items have been sent to the Newsletter Editor for inclusion in the next issue.

A proposal for liaison with the Midwest College Learning Association has been forwarded to President Pat Mulcahy for review.

NCEOA has been approached about a formal liaison.

The Committee Chair presented a pre-conference Institute for the National Tutoring Association and has requested both a formal liaison and endorsement of the Tutor Certification Program.

Respectfully submitted,



Gladys R. Shaw, Chair

TENTATIVE  
1995-96 OBJECTIVES  
OF THE  
CRLA PROFESSIONAL LIAISON COMMITTEE

1. Develop a directory of speakers from CRLA and other organizations for use of Chapters and Regions.
2. Establish three more liaisons.
3. Regularly submit information about our liaisons, such as profiles, conference dates, etc. to the CRLA Newsletter.
4. Obtain as many membership lists as possible to add to our mailing database for dissemination of CRLA conference information.
5. Put PAL fliers in the conference registration packets.
6. Obtain CRLA brochures, extra newsletters and journals for addition to our Road Show.
7. Have a regular working session at the Albuquerque Conference.
8. Sponsor a panel of liaisons at the 1996 Conference to discuss common professional issues (possibly someone from NADE, CRLA, IRA, SIG on Reading Improvement and NCEOA).
9. Arrange for an information table at the conference for distribution of literature from our informal liaisons.

(NOTE: Please return to me with corrections ASAP)

Directory of CRLA Professional Liaisons

Organization

Liaison

AAHE

ASHE

AERA

-----  
American Association of Univ. Women  
President or Corporate Membership  
Coordinator  
1111 16th St. NW  
Washington, D.C. 20036  
-----

AALL  
Arizona Association for Lifelong  
Learning  
Jolynne Richter, President

Jolynne Richter  
4960 N. Tonto Way  
Prescott Valley, AZ 86314  
(W) 602-776-2090  
(Fax) 602-776-2083  
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ALP  
Arizona Library Friend  
Jolynne Richter

(Same as above)

AACLE  
American Association for Adult  
and Continuing Education

Jolynne Richter and  
Becky Johnen

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Arizona Transition Team contact  
Jolynne Richter

Jolynne Richter  
4960 N. Tonto Way  
Prescott Valley, AZ 86314  
(W) 602-776-2090  
(Fax) 602-776-2083  
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ACIFA  
Alberta College-Institute Faculties  
Association  
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Canada  
(Faculty Association in  
Alberta Province)

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Grant MacEwan Community  
College  
10700-104 Ave.  
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Alberta, Canada T5J 4S2  
(W) 403-497-5353  
(Fax) 403-497-5347

CATESOL

Suzanne McKewon  
Southwestern College  
900 Okay Lakes Rd.  
Chula Vista, CA 91910-7299  
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The College Board  
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Contact: C. Douglas Barker  
Director, State Services  
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Dr. JoAnn Carter-Wells  
Reading Dept. EC577  
Cal State University-  
Fullerton  
Fullerton, CA 92634  
714-773-3357 (Voice  
Mail)  
714-773-3314 (Fax)

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International Reading Association  
Corral De Santis, Conferences Dir.

Dr. Patricia Mulcahy-Ernt  
Dept. of Education &  
Human Resources  
South Hall  
University of Bridgeport  
Bridgeport, CT 06601  
203-576-4201 (W)  
203-576-4200 (Work Fax)  
203-264-1288 \*51 (Home Fax)

International Reading Assoc.  
Special Interest Group: College  
Reading Improvement  
Elaine Belanhorst, Treasurer  
University of Nebraska at Kearney  
Kearney, NE 68847

Dr. Kathy Carpenter  
Learning Center  
Univ. of NE at Kearney  
Kearney, NE 68847  
(W) 308-865-8214  
(Fax) 308-865-8157  
(e-mail) "carpenter k @  
platte.unk.edu"

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Interstate Developmental Educators  
Association

Lanetia "Sam" Noble  
617 Kilburn Rd.  
Wilmington, DE 19803

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LAARC and LARC  
Learning Resources Association for  
California Community College  
LARC is the Assessment Committee  
Contact Denis Van Dam

Betty Myers  
Glendale College  
1500 N. Verdugo Rd.  
Glendale, CA 91208-2894  
(818) 240-1000, X5330

---

Mid-Atlantic Community College  
Reading Association

Lanetia "Sam" Noble  
617 Kilburn Rd.  
Wilmington, DE 19803

MPAEA  
Mountain Plains Adult Educ. Assoc.

Jolynne Richter  
(See previous page for  
address)

-----  
Midwest College Learning  
Center Organization  
Roseann Cook, President

RoseAnne Cook  
St. Ambrose University  
518 W. Locust  
Davenport, IA 52803  
319-383-8704

-----  
Midwest Education Technology  
(Association or Organization)  
Contact: Becky Anderson  
(316) 689-3726

-----  
NRA  
National Reading Association

-----  
Supplemental Instruction Groups  
Contact: David Arendale  
University of Missouri-Kansas  
5100 Rockhill, Ste. 210  
Kansas City, MO 64110-2499

Jolynne Richter

-----  
SWADE  
Southwestern Assoc. for Dev. Educ.  
Jolynn Richter

-----  
TESOL

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(WESTOP) Western Association of  
Educational Opportunity Programs

Marion Y. Von  
Student Support Services  
Chaminade  
University of Honolulu  
3140 Waiialae Ave.  
Honolulu, HI 96816-1578  
(808) 735-4770

DRAFT  
LIAISON AGREEMENT  
COLLEGE READING AND LEARNING ASSOCIATION

Because associations which share mutual concerns and strive toward similar goals can achieve greater gains through cooperation, the College Reading and Learning Association (CRLA) and Midwest College Learning Center Association

agree to coordinate their efforts in the following ways.

CHECK ALL ITEMS THAT APPLY.

- ☒ Designating a liaison.
- ☒ Exchanging one fee waiver (less any additional costs for meals, workshops, etc.) for the annual national conference.
- ☒ Providing a display table free of charge at the annual national conference.
- ☒ Reserving one session at the annual national conference for a professional development presentation.
- ☒ Providing space in the newsletter for an annual message.
- ☒ Arranging contact, via the liaison, between appropriate committee chairs and/or association members when political concerns arise.
- ☒ Arranging contact, via the liaison, between appropriate committee chairs and/or association members to work on joint projects.
- ☒ Provide to each other up to three sets of mailing labels annually at no cost for conference-related mailing.
- ☒ Provide space in the respective conference programs to place at call to conference at no charge.

Other: \_\_\_\_\_

THIS AGREEMENT WILL REMAIN IN FORCE UNTIL EITHER ASSOCIATION CHOOSES TO ALTER IT.

Rosanne Cook 8/8/95  
(CRLA Liaison) (Date)

*Patricia Mulcahy Ent* 8/8/95  
(CRLA President) (Date)

University of Bridgeport

Address  
School of Education & Human Resources

Bridgeport, CT 06601-2449  
Phone (203 ) 576-4201

*Rosanne M. Cook* 3/31/95  
(MCLCA Liaison) (Date)

*Rosanne M. Cook* 3/31/95  
(MCLCA President) (Date)

*St. Ambrose University*

Address  
*518 W. Lornet Davenport IA 52803*  
Phone (319) 333-6334 (work)  
*383-2194*

After signing this agreement, each association president should retain 2 copies, one for the association president's file and one for the liaison's file and forward the original to the president of the other association.

INTERNATIONAL

Reading Association

800 BARKSDALE ROAD, PO Box 8139, NEWARK, DE 19714-8139, USA

Asociación Internacional de Lectura • Association Internationale pour la Lecture  
Telephone: 302-731-1600 • Fax: 302-731-1057

June 15, 1995

**PRESIDENT**

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State and Federal Programs  
St. Louis Public Schools  
St. Louis, Missouri

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**EXECUTIVE DIRECTOR**

E. Farstrup

An Incorporated Nonprofit  
Professional Organization

Dear Association Executive:

Arrangements are now being made for our 1996 Annual Convention which will be held in New Orleans, Louisiana, April 28-May 3. We are contacting organizations which might be interested in cosponsoring meetings and we hope you will accept our invitation to plan a session.

Enclosed are two copies of a fact sheet (one for your program organizer) which gives some information about our convention and will help in planning a professional meeting that will carry your message to those concerned with the teaching of reading.

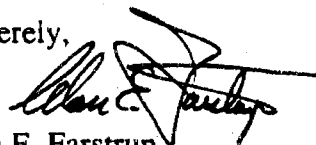
Attendance at cosponsored meetings largely depends upon the appeal of the topic, for each meeting is in competition with others. While we plan to indicate in the program that a particular meeting is cosponsored by your group and will then include an alphabetical list of all cosponsored meetings in the program booklet and convention flyer, we suggest that you promote attendance through announcements to your members, particularly those living in the convention region. They might, in turn, mention the meeting to their IRA colleagues.

A membership in your organization will admit any of your own members to your meeting and, in the case of special persons who are not members, a letter on your organization's stationery will be sufficient to admit the bearer. Please note that these members and special persons will have to register in order to attend any other sessions during the convention.

Should your group prefer to sponsor a breakfast or other special event in addition to a professional program, please contact our Conferences Division (Ext. 213).

We hope you will plan to cosponsor a meeting in New Orleans and look forward to hearing from you by August 15 at the latest. Please list the name of your organizer in your response. Program information must reach us by September 15 to be included in the preliminary program provided to IRA members in January.

Sincerely,



Alan E. Farstrup  
Executive Director

AEF:mec  
Enclosures

c: Conferences Division



COUNCIL FOR THE ADVANCEMENT OF STANDARDS  
LEARNING ASSISTANCE PROGRAM STANDARDS AND GUIDELINES

Revision Draft 6-95

The revision of the original CAS Standards and Guidelines for Learning Assistance Programs began in January of 1995. This draft is the result of six months of comments, suggestions, and changes gathered from individual reviewers and from presentations and workshops at various national conferences. Therefore, substantial changes have been made in content of earlier 1995 drafts. In earlier revision drafts, the general standards prescribed by the Council for the Advancement of Standards for each of the thirteen sections appeared at the beginning of each section. In this draft, the CAS general standards and the learning assistance program standards and guidelines have been integrated. To help you distinguish the CAS general standards from the learning assistance program standards and guidelines, the CAS standards appear in upper case print. These are not subject to change. However, any of the learning assistance statements, printed in lower case text, can be changed.

A rating form is attached after each of the thirteen sections. Please complete the form for each section you review. Specific comments, additions, or suggestions for changes can be written on the back of the rating form or directly on the draft.

We sincerely appreciate your participation in this revision process.

Georgine Materniak and Martha Maxwell

## **I. MISSION**

The mission of a learning assistance program must be to assist students in developing the skills and strategies to become confident, independent, and active learners. The learning assistance program and services must enable students to meet the challenge of the institution's academic standards, guide students in their adjustment to the college learning environment, and prepare students for a lifetime of self-sufficient learning. The learning assistance program and the faculty, staff, and administrators of the institution must be collaborative partners in formulating an integrated and effective response to the learning needs of the student population.

Models of learning assistance programs vary significantly because the structure and function of a program must be designed to specifically address the unique characteristics of its parent institution. These characteristics include the mission and goals of the institution, the role and purpose of the learning assistance program within the institution, the administrative or academic division under which the program is organized, and the demographics of the student population. Although there are many models and forms of learning assistance programs, collectively, learning assistance programs should share the following common goals which are:

1. to regard learners as the central focus of the learning assistance program;
2. to assist any member of the campus community who strives to achieve the maximum personal potential for learning;
3. to provide instruction and services that promote cognitive, affective, and socio-cultural learning and, thus, address the needs of the whole student;
4. to introduce students to the learning expectations and culture of higher education;
5. to develop in students a positive attitude towards learning and confidence in their ability to learn;
6. to foster personal accountability for learning and teach students to plan, monitor, and evaluate their own learning;
7. to provide a variety of instructional approaches that are appropriate for the level of skills and learning styles of the student population served by the program;
8. to assist students in transferring the skills and strategies they are developing to their academic work across the curriculum;
9. to provide services and resources to faculty, staff, and administrators that enhance and support classroom instruction and professional development activities; and
10. to support the academic standards and requirements of the parent institution.

**The learning assistance program MUST DEVELOP, RECORD, DISSEMINATE, IMPLEMENT AND REGULARLY REVIEW ITS MISSION AND GOALS. THE LEARNING ASSISTANCE MISSION STATEMENT MUST BE CONSISTENT WITH THE MISSION AND GOALS OF THE INSTITUTION AND WITH THE STANDARDS OF THIS DOCUMENT.** The mission statement must also state the purpose of the

program, explain its relationship to the institutional mission and goals, specify the population it is intended to serve, describe its instructional programs and services, and outline the goals the program is to accomplish. The mission statement may also make comparisons of the learning assistance program to programs at similar types of institutions.

CAS Standards and Guidelines for Learning Assistance Programs, *Mission* revision draft 6-95

**CAS LEARNING ASSISTANCE PROGRAM STANDARDS AND GUIDELINES  
MISSION SECTION RATING OF REVISION DRAFT 6-95**

Using a scale from 1 (do not agree) to 5 (agree), please rank the Mission Section.

enter rating here

1. This section addresses the essential elements of the topic. \_\_\_\_\_
2. This section is comprehensive in addressing the topic. \_\_\_\_\_
3. Terminology is appropriate. \_\_\_\_\_
4. Language is easy to comprehend. \_\_\_\_\_
5. This section could be useful for the intended purposes of:
  - a. Measuring of program and services effectiveness. \_\_\_\_\_
  - b. Program development and assessment. \_\_\_\_\_
  - c. Criteria for institutional self-studies and preparation for accreditation. \_\_\_\_\_
  - d. Opportunities for staff development. \_\_\_\_\_
  - e. Providing direction for student learning and development. \_\_\_\_\_
  - f. Framework for demonstrating accountability. \_\_\_\_\_
6. This section of the document reflects the major concepts, beliefs, and practices of the profession related to this topic. \_\_\_\_\_
7. Have you ever used the original version of the *CAS Standards and Guidelines for Learning Assistance Programs*? (Circle one) Yes No

If "yes", please let us know for what purpose you used it and if it was useful for that purpose.

Please add your specific comments, suggestions, ideas about the draft for this section of the document either on the back of this form or on the copy of the draft.

Thank you for your participation. If you are completing this review as part of a group activity, please return it to the session leader. If you are completing this review as an individual reviewer, please return your review to:

Georgine Materniak  
University of Pittsburgh  
Learning Skills Center  
311 William Pitt Union  
Pittsburgh, PA 15260

## II. PROGRAM

THE FORMAL EDUCATION OF STUDENTS IS PURPOSEFUL, HOLISTIC, AND CONSISTS OF THE CURRICULUM AND CO-CURRICULUM.

LEARNING ASSISTANCE PROGRAMS AND SERVICES MUST BE (A) INTENTIONAL; (B) COHERENT; (C) BASED ON THEORIES AND KNOWLEDGE OF LEARNING AND HUMAN DEVELOPMENT; (D) REFLECTIVE OF DEVELOPMENTAL AND DEMOGRAPHIC PROFILES OF THE STUDENT POPULATION; AND (E) RESPONSIVE TO THE SPECIAL NEEDS OF INDIVIDUALS.

LEARNING ASSISTANCE PROGRAMS AND SERVICES MUST PROMOTE LEARNING AND DEVELOPMENT IN STUDENTS by advancing the cognitive and affective skills, strategies, and processes necessary for achieving academic proficiency and success and for achieving personal learning goals.

Learning assistance programs and services must assess the cognitive and affective skills, strategies, and processes of students.

Formal and informal diagnostic procedures should be conducted to identify skills, strategies and processes which the student should further develop to meet the levels prescribed or required by the institution or which are known to be necessary for college learning.

Assessment results are shared with the student to formulate an appropriate and clear plan of instruction and recommendations that will meet the needs of the student.

The instruction and services of the learning assistance program must encourage students to become independent, successful and confident learners.

The scope of the learning assistance program's instruction and services is determined by its mission and goals which are based on the needs and demographics of its student population and on the institutional role and purpose of the program. Some programs offer basic skills courses for credit; others do not give credit. Some offer voluntary classes; others require basic skills classes. Some assist specific student populations; others serve the entire student population at all academic and developmental levels.

In general, learning assistance programs should provide instruction and services for the development of reading, mathematics and quantitative reasoning, writing, critical thinking, problem solving, and study skills. Subject matter tutoring, adjunct learning strategies and Supplemental Instruction groups, time management programs, freshman seminars, and preparation for graduate and professional school admissions tests and for relevant professional certification tests, may also be offered. Math, reading, writing and computer laboratories can also be part of the instructional and support services of the learning assistance program.

LEARNING ASSISTANCE PROGRAMS AND SERVICES MUST encourage OUTCOMES SUCH AS INTELLECTUAL GROWTH, ABILITY TO COMMUNICATE EFFECTIVELY, REALISTIC SELF-APPRAISAL, ENHANCED SELF-ESTEEM, metacognitive awareness, self-monitoring strategies, learning style preferences, and the ABILITY TO WORK INDEPENDENTLY AND COLLABORATIVELY.

program must address, either directly or by referral to appropriate campus resources,

the affective needs that influence learning.

Affective needs often include: stress management, test anxiety reduction, assertiveness training, concentration improvement, motivation improvement, CLARIFICATION OF VALUES, APPROPRIATE CAREER CHOICES, LEADERSHIP DEVELOPMENT, PHYSICAL FITNESS, MEANINGFUL INTERPERSONAL RELATIONS, SOCIAL RESPONSIBILITY, SATISFYING AND PRODUCTIVE LIFESTYLES, APPRECIATION OF AESTHETIC AND CULTURAL DIVERSITY, ACHIEVEMENT OF PERSONAL GOALS and other topics that have a positive effect on a student's confidence, self-concept, and ability to achieve academically.

The learning assistance program must also modify instruction and services to accommodate the learning needs of students with physical and learning disabilities.

Support for students with disabilities should be provided in collaboration with other programs and services of the institution that are specifically responsible for general accommodations for students with disabilities.

The learning assistance programs and services must promote the transfer of appropriate cognitive and affective skills, strategies, and processes to the student's formal academic learning environment. Systematic feedback must be given to students concerning their progress in reaching cognitive and affective goals.

The feedback system should also encourage students to use self-feedback methods which apply the metacognitive and self-monitoring strategies students are developing. Students should be assisted in practicing the transfer and application of the skills that are learned in the program to academic learning tasks across the curriculum.

The learning assistance program and services must refer students to appropriate campus and community offices for support with personal problems, learning disabilities, financial difficulties and other areas of need outside the purview of the learning assistance program.

Learning assistance programs and services must promote an understanding of the learning needs of the student population and the program's role in supporting the academic mission of the institution. Staff must share knowledge of how to help students develop appropriate learning skills, attitudes, and behaviors with faculty, staff, and administrators.

The program should be a resource to other members of the campus community who are interested in knowing and learning about the skills needs of students and how to help students achieve their learning goals. Some of the ways in which learning centers promote this understanding include:

- establishing advisory boards consisting of members from key segments of the campus community;
- holding periodic informational meetings with staff, faculty, and administrators;
- extending consultation services to staff, faculty, and administrators concerning the recognition of, understanding of, and response to the learning needs of their students;
- participating in staff and faculty development and in-service training programs on curriculum and instructional approaches that address the development of learning skills, behaviors, and attitudes;

- encouraging the use of learning assistance program resources, materials, instruction and services as integral or adjunct classroom activities;
- conducting in-class workshops that demonstrate the application of learning strategies to the course content;
- training and supervising paraprofessionals and preprofessionals to work in such capacities as tutors, peer mentors, and advisors;
- providing jobs, practica, courses, internships, and assistantships for graduate students professionally interested learning assistance and related careers; and
- disseminating information that describes the programs and services, hours of operation, procedures for enrolling or scheduling appointments through college publications (e.g., catalogs, student handbooks, and brochures); through informational presentations to students, staff and faculty members; and through campus and local media announcements.

CAS Standards and Guidelines for Learning Assistance Programs, *Program* revision draft 6-95

**CAS LEARNING ASSISTANCE PROGRAM STANDARDS AND GUIDELINES  
PROGRAM SECTION RATING OF REVISION DRAFT 6-95**

Using a scale from 1 (do not agree) to 5 (agree), please rank the Program Section.

enter rating here

1. This section addresses the essential elements of the topic. \_\_\_\_\_
2. This section is comprehensive in addressing the topic. \_\_\_\_\_
3. Terminology is appropriate. \_\_\_\_\_
4. Language is easy to comprehend. \_\_\_\_\_
5. This section could be useful for the intended purposes of:
  - a. Measuring of program and services effectiveness. \_\_\_\_\_
  - b. Program development and assessment. \_\_\_\_\_
  - c. Criteria for institutional self-studies and preparation for accreditation. \_\_\_\_\_
  - d. Opportunities for staff development. \_\_\_\_\_
  - e. Providing direction for student learning and development. \_\_\_\_\_
  - f. Framework for demonstrating accountability. \_\_\_\_\_
6. This section of the document reflects the major concepts, beliefs, and practices of the profession related to this topic. \_\_\_\_\_
7. Have you ever used the original version of the *CAS Standards and Guidelines for Learning Assistance Programs*? (Circle one) Yes No

If "yes", please let us know for what purpose you used it and if it was useful for that purpose.

Please add your specific comments, suggestions, ideas about the draft for this section of the document either on the back of this form or on the copy of the draft.

Thank you for your participation. If you are completing this review as part of a group activity, please return it to the session leader. If you are completing this review as an individual reviewer, please return your review to:

Georgine Materniak  
University of Pittsburgh  
Learning Skills Center  
311 William Pitt Union  
Pittsburgh, PA 15260



### **III. LEADERSHIP**

**EFFECTIVE AND ETHICAL LEADERSHIP IS ESSENTIAL TO THE SUCCESS OF learning assistance programs and services. INSTITUTIONS MUST APPOINT, POSITION AND EMPOWER LEARNING ASSISTANCE PROGRAM ADMINISTRATORS WITHIN THE ADMINISTRATIVE STRUCTURE TO ACCOMPLISH STATED MISSIONS.**

The learning assistance program administrator should have a significant position in the institutional administrative hierarchy to participate in policy, procedural, planning and fiscal decisions of the institution that affect the unit and that affect learning support for students in both academic and student affairs.

**THE LEARNING ASSISTANCE PROGRAM ADMINISTRATOR MUST BE SELECTED ON THE BASIS OF FORMAL EDUCATION AND TRAINING, RELEVANT WORK EXPERIENCE, PERSONAL ATTRIBUTES AND OTHER PROFESSIONAL CREDENTIALS. INSTITUTIONS MUST DETERMINE EXPECTATIONS OF ACCOUNTABILITY FOR LEARNING ASSISTANCE PROGRAM ADMINISTRATORS AND FAIRLY ASSESS THEIR PERFORMANCE.**

The administrator of the learning assistance program should be a well-qualified educator who is experienced in the field of learning assistance and who is informed and knowledgeable about the learning needs of students in higher education and how to address those needs. The administrator should demonstrate strong management skills such as the ability to plan, implement, and evaluate a program; to lead and supervise personnel; and to manage fiscal resources.

The learning assistance program administrator should demonstrate leadership in the field through research, publication, presentations, consultation, and involvement in professional organizations.

**Administrators of learning assistance PROGRAMS AND SERVICES MUST EXERCISE AUTHORITY OVER RESOURCES FOR WHICH THEY ARE RESPONSIBLE TO ACHIEVE THEIR RESPECTIVE MISSIONS.**

The administrator should control the programs, services, policies, procedures and fiscal resources of the learning assistance program.

**Learning assistance program administrators MUST ARTICULATE A VISION FOR THEIR ORGANIZATION; SET GOALS AND OBJECTIVES; PRESCRIBE AND PRACTICE ETHICAL BEHAVIOR; RECRUIT, SELECT, SUPERVISE AND DEVELOP OTHERS IN THE LEARNING ASSISTANCE PROGRAM; MANAGE, PLAN, BUDGET AND EVALUATE; COMMUNICATE EFFECTIVELY; AND MARSHAL COOPERATIVE ACTION FROM COLLEAGUES, EMPLOYEES, OTHER INSTITUTIONAL CONSTITUENCIES, AND PERSONS OUTSIDE THE ORGANIZATION. LEARNING ASSISTANCE PROGRAM ADMINISTRATORS MUST ADDRESS INDIVIDUAL, ORGANIZATIONAL, OR ENVIRONMENTAL CONDITIONS THAT INHIBIT GOAL ACHIEVEMENT. LEARNING ASSISTANCE PROGRAM ADMINISTRATORS MUST IMPROVE PROGRAMS AND SERVICES CONTINUOUSLY IN RESPONSE TO CHANGING NEEDS OF STUDENTS AND INSTITUTIONAL PRIORITIES.**

The learning assistance program administrator is responsible for:

- establishing, and revising as necessary, the learning assistance program mission, goals, and objectives based on knowledge of student needs and demographics, the role of program within the institution, and the level of institutional commitment to students who require learning assistance;
- being informed of issues, trends, theories, and methodologies that enable the learning assistance programs and services to dynamically and proactively respond to student needs and changes in institutional and instructional priorities, policies, and procedures;
- modeling, articulating, and enforcing appropriate ethical behavior expected of program staff and clients;
- recruiting, selecting, hiring, training, supervising, evaluating and, if necessary, terminating staff in accordance with institutional policies and procedures;
- managing program planning, implementation and evaluation;
- facilitating communication with academic and support units to generate collaborative and integrated institutional approaches to fostering the academic success of students;
- representing and articulating the needs and interests of the learning assistance program and its clients on institutional committees; and
- establishing and maintaining effective communication with professional constituents of the learning assistance field and other related professions.

**CAS LEARNING ASSISTANCE PROGRAM STANDARDS AND GUIDELINES  
LEADERSHIP SECTION RATING OF REVISION DRAFT 6-95**

Using a scale from 1 (do not agree) to 5 (agree), please rank the Leadership Section.

enter rating here

1. This section addresses the essential elements of the topic. \_\_\_\_\_
2. This section is comprehensive in addressing the topic. \_\_\_\_\_
3. Terminology is appropriate. \_\_\_\_\_
4. Language is easy to comprehend. \_\_\_\_\_
5. This section could be useful for the intended purposes of:
  - a. Measuring of program and services effectiveness. \_\_\_\_\_
  - b. Program development and assessment. \_\_\_\_\_
  - c. Criteria for institutional self-studies and preparation for accreditation. \_\_\_\_\_
  - d. Opportunities for staff development. \_\_\_\_\_
  - e. Providing direction for student learning and development. \_\_\_\_\_
  - f. Framework for demonstrating accountability. \_\_\_\_\_
6. This section of the document reflects the major concepts, beliefs, and practices of the profession related to this topic. \_\_\_\_\_

7. Have you ever used the original version of the *CAS Standards and Guidelines for Learning Assistance Programs*? (Circle one) Yes No

If "yes", please let us know for what purpose you used it and if it was useful for that purpose.

Please add your specific comments, suggestions, ideas about the draft for this section of the document either on the back of this form or on the copy of the draft.

Thank you for your participation. If you are completing this review as part of a group activity, please return it to the session leader. If you are completing this review as an individual reviewer, please return your review to:

Georgine Materniak  
University of Pittsburgh  
Learning Skills Center  
311 William Pitt Union  
Pittsburgh, PA 15260

## **IV. ORGANIZATION AND MANAGEMENT**

### **LEARNING ASSISTANCE PROGRAMS AND SERVICES MUST BE STRUCTURED PURPOSEFULLY AND MANAGED EFFECTIVELY TO ACHIEVE STATED GOALS.**

Learning assistance programs should be a separate and independent unit within the division to which it reports. The administrator of the learning assistance program should report directly to the chief administrator of its division.

The mission and goals of the learning assistance program, the needs and demographics of its clients, and its institutional role should determine where the unit is located in the organizational structure of the institution. Learning assistance programs are frequently organized as units in the academic affairs or the student affairs division. Regardless of where the learning assistance program is organized, the functions of learning assistance programs require that it interact and communicate effectively with key units in both divisions to assure coordination of related programs, services, policies, procedures, and to expedite client referrals.

To promote effective communication, productive interaction and collaboration across key units of divisions, the learning assistance program should have representation on committees that address topics relevant to the implementation of the mission and goals of the program. Some examples include committees examining retention, orientation, basic skills, freshmen seminars, probation review, academic standards and requirements, curriculum design, assessment and placement, and faculty development. The learning assistance program can also promote communication, interaction, and collaboration through a broadly constituted advisory board or by creating a network of consultants or contact persons with key units of the institution.

### **EVIDENCE OF APPROPRIATE LEARNING ASSISTANCE PROGRAM STRUCTURE MUST INCLUDE CURRENT AND ACCESSIBLE POLICIES AND PROCEDURES, WRITTEN PERFORMANCE EXPECTATIONS FOR ALL EMPLOYEES, FUNCTIONAL WORK FLOW GRAPHICS OR ORGANIZATIONAL CHARTS, AND SERVICE DELIVERY EXPECTATIONS.**

The learning assistance program provides written policies and procedures for staff and clients; written job descriptions and expected performance outcomes for each member of the permanent and student staff; written goals and objectives for staff development and student employee training components; and written goals, objectives, and anticipated outcomes for each program and service.

Procedures for collecting, processing, and reporting student assessment and program evaluation data are written and distributed to appropriate staff.

### **EVIDENCE OF EFFECTIVE LEARNING ASSISTANCE PROGRAM MANAGEMENT MUST INCLUDE CLEAR SOURCES AND CHANNELS OF AUTHORITY, EFFECTIVE COMMUNICATION PRACTICES, DECISION-MAKING AND CONFLICT RESOLUTION PROCEDURES, RESPONSIVENESS TO CHANGING CONDITIONS, ACCOUNTABILITY SYSTEMS AND RECOGNITION AND REWARD PROCESSES.**

Regularly scheduled staff meetings are held to share information; to coordinate the planning, scheduling, and delivery of programs and services; to identify and discuss potential and actual problems and concerns; and to collaborate on decisions and solving problems.

The learning assistance program administrator meets with staff individually on a periodic basis to mutually exchange ideas, formulate plans, provide feedback, and discuss concerns. The administrator conducts annual performance appraisals according to institutional policies and procedures.

**LEARNING ASSISTANCE PROGRAMS AND SERVICES MUST PROVIDE CHANNELS WITHIN THE ORGANIZATION FOR REGULAR REVIEW OF ADMINISTRATIVE POLICIES AND PROCEDURES.**

The learning assistance program conducts a periodic review and revision of all policies and procedures, job descriptions, program and services objectives, goals, and outcomes. It also identifies the need for further training and additional staff development .

CAS Standards and Guidelines for Learning Assistance Programs, *Organization and Management* draft revision 6-96

**CAS LEARNING ASSISTANCE PROGRAM STANDARDS AND GUIDELINES  
ORGANIZATION & MANAGEMENT SECTION RATING OF REVISION  
DRAFT 6-95**

Using a scale from 1 (do not agree) to 5 (agree), please rank the Organization/Management Section.

enter rating here

1. This section addresses the essential elements of the topic. \_\_\_\_\_
2. This section is comprehensive in addressing the topic. \_\_\_\_\_
3. Terminology is appropriate. \_\_\_\_\_
4. Language is easy to comprehend. \_\_\_\_\_
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  - a. Measuring of program and services effectiveness. \_\_\_\_\_
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6. This section of the document reflects the major concepts, beliefs, and practices of the profession related to this topic. \_\_\_\_\_
7. Have you ever used the original version of the *CAS Standards and Guidelines for Learning Assistance Programs*? (Circle one) Yes No

If "yes", please let us know for what purpose you used it and if it was useful for that purpose.

Please add your specific comments, suggestions, ideas about the draft for this section of the document either on the back of this form or on the copy of the draft.

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Georgine Materniak  
University of Pittsburgh  
Learning Skills Center  
311 William Pitt Union  
Pittsburgh, PA 15260

## **V. HUMAN RESOURCES**

**EACH LEARNING ASSISTANCE PROGRAM MUST BE STAFFED ADEQUATELY BY INDIVIDUALS QUALIFIED TO ACCOMPLISH ITS MISSION AND GOALS.**

The size, scope, and role of the staff are determined by the mission of the learning assistance program and the student population it serves. Staff-to-student ratios, therefore, must be based on factors such as:

- the types and extent of programs and services offered;
- the range and level of learning needs of the student population served;
- institutional commitment to special populations of students, such as culturally and ethnically diverse students, international and English-as-a Second language students, student athletes, returning students, and students with physical and learning disabilities;
- institutional priorities and academic requirements for specific disciplines; and
- the number of contact and instructional hours necessary to properly assist students.

**LEARNING ASSISTANCE PROGRAMS AND SERVICES MUST ESTABLISH PROCEDURES FOR STAFF SELECTION, TRAINING, AND EVALUATION; SET EXPECTATIONS FOR SUPERVISION, AND PROVIDE APPROPRIATE PROFESSIONAL DEVELOPMENT OPPORTUNITIES.** If joint appointments are employed to supplement staff, the individuals must be committed to the mission, philosophy, goals, and priorities of the learning assistance program and must possess the necessary expertise for assigned responsibilities.

Adequate time and financial support should be allocated for professional development activities. Staff should be encouraged to conduct research and to publish professional papers that will contribute to the knowledge and practice of the profession. Staff should be encouraged to attend and to present at local, regional, and national conferences, and to participate in work of committees, task forces, and special interest groups.

**PROFESSIONAL STAFF MEMBERS MUST HOLD AN EARNED GRADUATE DEGREE IN A FIELD RELEVANT TO THE LEARNING ASSISTANCE POSITION DESCRIPTION OR MUST POSSESS AN APPROPRIATE COMBINATION OF EDUCATION AND EXPERIENCE.**

The director should have an earned graduate degree in a relevant discipline and professional experience in learning assistance program design, instruction, evaluation and administration.

Professional staff should have earned degrees from relevant disciplines such as reading, English, mathematics, student personnel and student development, guidance and counseling, psychology, or education. Learning assistance professionals must possess knowledge and expertise in learning theory and in teaching and assessing the particular strategies and content for which they are responsible. In addition, they must be aware of the unique characteristics and needs of the various populations they assist. Learning assistance program professional staff should also be capable of varying and adjusting pedagogical approaches according to the learning needs and styles of their students, to the nature of the learning task, and to content of academic disciplines across the curriculum.

The functions and roles of learning assistance program professional staff are multi-disciplinary and combine the expertise and practices of various fields. Learning assistance professionals should be knowledgeable and appreciative of learning assistance practices beyond their own personal area of specialization.

Courses of study and internship experiences applicable to this multi-disciplinary profession include but are not limited to:

- content-specific coursework that includes theories, strategies, and assessment of reading, writing, and mathematics
- application of learning strategies across the curriculum
- learning disabilities and special education
- design and implementation of workshops in areas such as time management, stress management, and anxiety reduction
- English as a second language
- adult development and adult learning
- history and philosophy of learning assistance
- developmental, cognitive, affective, and socio-cultural theories of learning
- cognitive psychology including cognitive processes, memory, critical thinking and problem solving
- testing, measurement, and evaluation
- research methodology
- organization, administration, and management in higher education
- instructional technology and computer-assisted instruction
- instructional design, development, methodologies
- curriculum design and development
- counseling, guidance, and advising
- group leadership, dynamics, and processes
- human relations training
- state and federal regulations applicable to programs, services, and clients of learning assistance programs.

Learning assistance program professional staff should be competent and experienced in:

- written and oral communication skills;
- working with college and adult learners, faculty, and administrators;
- working in a culturally and academically diverse setting
- collaborating with academic and student affairs units;
- teaching at the college level;
- designing and implementing instructional strategies including collaborative learning, cooperative learning, and reciprocal teaching; and
- training, supervising, and mentoring paraprofessionals and preprofessionals; and
- identifying and establishing lines of communication for student referral to other institutional units.

Other abilities and expertise that are valuable in the execution of the duties of professional staff include: counseling and advising techniques to respond appropriately and holistically to the needs student report; experience in training, supervising, and mentoring paraprofessionals and preprofessionals; and consultation and negotiation skills for interacting and collaborating with colleagues throughout the campus community.



DEGREE OR CREDENTIAL SEEKING INTERNS OR OTHERS IN TRAINING MUST BE QUALIFIED BY ENROLLMENT IN AN APPROPRIATE FIELD OF STUDY AND RELEVANT EXPERIENCE. THESE INDIVIDUALS MUST BE TRAINED AND SUPERVISED ADEQUATELY BY PROFESSIONAL STAFF MEMBERS.

The learning assistance program should be informed of the policies and procedures to be followed for internships and practica as required by the students' academic department. The roles and responsibilities of the learning assistance program and those of the academic department are clearly defined and understood by participating staff, faculty, and students.

LEARNING ASSISTANCE PROGRAM STUDENT EMPLOYEES AND VOLUNTEERS MUST BE CAREFULLY SELECTED, TRAINED, SUPERVISED, AND EVALUATED. WHEN THEIR KNOWLEDGE AND SKILLS ARE NOT ADEQUATE FOR PARTICULAR SITUATIONS, THEY MUST REFER STUDENTS AND OTHERS IN NEED OF ASSISTANCE TO QUALIFIED PROFESSIONAL STAFF.

Learning assistance program paraprofessional staff can be undergraduate or graduate students. Adequate training and supervision are essential and required. Paraprofessional staff or graduate students may perform professional duties if properly trained and supervised by professional staff.

Professional organizations are valuable resources of information for creating and implementing successful paraprofessional programs within learning assistance programs. The National Association of Developmental Education (NADE) Self-Evaluation Guides can serve as a framework for developing all components of a tutorial program. The tutor training criteria recommended in the Tutor Certification Program Guidelines of the College Reading and Learning Association (CRLA) is a comprehensive list of training topics and agendas that should be addressed.

THE LEARNING ASSISTANCE PROGRAM MUST HAVE SECRETARIAL AND TECHNICAL STAFF ADEQUATE TO ACCOMPLISH ITS MISSION. SUCH STAFF MUST BE TECHNOLOGICALLY PROFICIENT TO PERFORM ACTIVITIES INCLUDING RECEPTION DUTIES, OFFICE EQUIPMENT OPERATION, RECORDS MAINTENANCE, AND MAIL HANDLING. The secretarial and technical staff of learning assistance programs must be knowledgeable of and sensitive to the concerns, needs, and characteristics of the program's clients.

Secretarial and technical staff should be updated on changes in programs, services, policies and procedures in order to expedite smooth and efficient assistance to clients. Staff development workshops in assertiveness, effective communication, conflict resolution, and in handling confidential information should be available.

APPROPRIATE SALARY LEVELS AND FRINGE BENEFITS FOR ALL STAFF MEMBERS MUST BE COMMENSURATE WITH THOSE FOR COMPARABLE POSITIONS WITHIN THE INSTITUTION, IN SIMILAR INSTITUTIONS, AND IN THE RELEVANT GEOGRAPHIC AREA.

TO REFLECT THE DIVERSITY OF THE STUDENT POPULATION, TO ENSURE THE EXISTENCE OF READILY IDENTIFIABLE ROLE MODELS FOR STUDENTS

AND TO ENRICH THE CAMPUS COMMUNITY, THE LEARNING ASSISTANCE PROGRAM MUST INTENTIONALLY EMPLOY A DIVERSE STAFF.

AFFIRMATIVE ACTION MUST OCCUR IN HIRING AND PROMOTION PRACTICES AS REQUIRED TO ENSURE DIVERSE STAFFING PROFILES.

CAS Standards and Guidelines for Learning Assistance Programs, *Human Resources* revision draft 6-96

**CAS LEARNING ASSISTANCE PROGRAM STANDARDS AND GUIDELINES  
HUMAN RESOURCES SECTION RATING OF REVISION DRAFT 6-95**

Using a scale from 1 (do not agree) to 5 (agree), please rank the Human Resources Section.

enter rating here

1. This section addresses the essential elements of the topic. \_\_\_\_\_
2. This section is comprehensive in addressing the topic. \_\_\_\_\_
3. Terminology is appropriate. \_\_\_\_\_
4. Language is easy to comprehend. \_\_\_\_\_
5. This section could be useful for the intended purposes of:
  - a. Measuring of program and services effectiveness. \_\_\_\_\_
  - b. Program development and assessment. \_\_\_\_\_
  - c. Criteria for institutional self-studies and preparation for accreditation. \_\_\_\_\_
  - d. Opportunities for staff development. \_\_\_\_\_
  - e. Providing direction for student learning and development. \_\_\_\_\_
  - f. Framework for demonstrating accountability. \_\_\_\_\_
6. This section of the document reflects the major concepts, beliefs, and practices of the profession related to this topic. \_\_\_\_\_
7. Have you ever used the original version of the *CAS Standards and Guidelines for Learning Assistance Programs*? (Circle one) Yes No

If "yes", please let us know for what purpose you used it and if it was useful for that purpose.

Please add your specific comments, suggestions, ideas about the draft for this section of the document either on the back of this form or on the copy of the draft.

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Pittsburgh, PA 15260

## **VI. FINANCIAL RESOURCES**

**THE LEARNING ASSISTANCE PROGRAM MUST HAVE ADEQUATE FUNDING TO ACCOMPLISH ITS MISSION AND GOALS. PRIORITIES, WHETHER SET PERIODICALLY OR AS A RESULT OF EXTRAORDINARY CONDITIONS, MUST BE DETERMINED WITHIN THE CONTEXT OF THE STATED MISSION, GOALS, AND RESOURCES.**

Adequate budget allocations should be provided from regular institutional funds for:

- professional and clerical staff salaries, and where applicable, paraprofessional and preprofessional staff salaries which are commensurate with salaries of equal positions across the institution;
- data management and program evaluation processes;
- purchase and maintenance of office and instructional furnishings, supplies, materials, and equipment including computers and copiers;
- printing and media expenses;
- phone and postage costs;
- institutional memberships in professional organizations;
- subscriptions to professional publications;
- attendance at conferences, workshops, and other activities that contribute to the professional development of learning assistance program staff;
- library of professional materials for staff and tutors;
- on-campus technical support for computer hardware and software maintenance, trouble-shooting, and repair;
- on-site training of learning assistance program personnel in the use and operation of all existing and new equipment, computer hardware and software;
- training to meet newly mandated requirements for services;

When substantial changes occur in the mission, goals, and programs of the learning assistance program resulting in program and service expansion or substantial changes, budget adjustments must occur in the salary and operational financial resources to sustain the program growth or alterations.

Prior to implementing new program additions or expansion, a financial analysis should be performed to determine the amount and availability of financial resources required to the addition or expansion.

If a program is successful in obtaining non-institutional funding, these funds should not replace regular institutional funding to support salaries and operational budgets of existing core programs and services.

If institutional financial support is decreased resulting in diminished salary and operational budgets, the mission and goals of the learning assistance program must be revised to reflect resulting program alterations.

Decisions on program and service reductions should reflect an analysis of actions that will have the least detrimental impact on altering the mission and goals of the learning assistance program.

CAS Standards and Guidelines for Learning Assistance Programs, *Financial Resources* draft revision 6-95

**CAS LEARNING ASSISTANCE PROGRAM STANDARDS AND GUIDELINES  
FINANCIAL RESOURCES SECTION RATING OF REVISION DRAFT 6-95**

Using a scale from 1 (do not agree) to 5 (agree), please rank the Financial Resources Section.

enter rating here

1. This section addresses the essential elements of the topic. \_\_\_\_\_
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7. Have you ever used the original version of the *CAS Standards and Guidelines for Learning Assistance Programs*? (Circle one) Yes No

If "yes", please let us know for what purpose you used it and if it was useful for that purpose.

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## **VII. FACILITIES AND EQUIPMENT**

**A LEARNING ASSISTANCE PROGRAM MUST HAVE ADEQUATE, SUITABLY LOCATED FACILITIES AND EQUIPMENT TO SUPPORT ITS MISSION AND GOALS. FACILITIES FOR THE LEARNING ASSISTANCE PROGRAM MUST OCCUPY A CENTRAL LOCATION THAT IS CONVENIENT AND ACCESSIBLE TO STUDENTS, FACULTY, AND OTHER CLIENTS. THE FACILITIES AND EQUIPMENT MUST SUPPORT THE NATURE OF PROGRAMS AND SERVICES THAT ARE PROVIDED AND ALSO THE MEANS BY WHICH THESE PROGRAMS AND SERVICES ARE DELIVERED. AS CHANGES IN THE LEARNING ASSISTANCE PROGRAM'S MISSIONS AND GOALS NECESSITATE ALTERATIONS IN PROGRAMS AND SERVICES, FUNDS AND SPACE MUST BE AVAILABLE FOR NECESSARY FACILITIES AND EQUIPMENT.**

**Facilities and equipment should include:**

- flexible and adaptable space with the capacity to adjust to changes in the delivery of programs, service, and instruction;
- space design that allows for simultaneous activities without confusion, disorder, discomfort, or loss of confidentiality;
- classrooms, labs, resource rooms, media and computer centers; small group and one-to-one tutorial space;
- private, sound-proofed areas for testing, counseling, and other activities that require confidentiality or intense concentration;
- interview and meeting space;
- adequate office space for professional, preprofessional, paraprofessional, and clerical staff;
- a prominent reception and general information area with comfortable seating;
- appropriate and comfortable acoustics, lighting, ventilation, heating and air-conditioning with easy access to the controls of these systems;
- adequate resource center to house and circulate instructional materials including textbooks, workbooks, filmstrips, audio and video tapes, and computer software;
- adequate technical services and support space to house instructional equipment including audio and video tape players and monitors, projection equipment; calculators; and computers and printers;
- permanent and portable chalk boards, bulletin boards, and projection screens;
- office supplies and equipment for word processing, database management and other forms of computing; duplication and printing; voice and electronic communication;
- furnishings that are attractive, durable, comfortable, and adaptable to support the office, personnel, instructional, and service functions of the program;

- adequate and secure storage for equipment, supplies, instructional and testing materials, office correspondence and confidential records; and
- climate control and sufficient electrical conduits, circuits, wiring, and outlets to support current and future technology.

Sufficient funds should be available to properly maintain facilities and equipment including maintenance agreements and periodic replacement or repair of furniture, equipment, flooring, window covering, and wall surfaces.

**FACILITIES AND EQUIPMENT MUST BE IN COMPLIANCE WITH RELEVANT FEDERAL, STATE, PROVINCIAL, AND LOCAL REQUIREMENTS TO PROVIDE FOR ACCESS, HEALTH, AND SAFETY.**

The learning assistance program facilities are accessible to physically challenged students. Furnishings, instructional materials and media can be adapted to accommodate physically challenged students and students with learning disabilities as required by the Americans with Disabilities Act (ADA) and other federal regulations.

CAS Standards and Guidelines for Learning Assistance Programs, *Facilities* revision draft 6-27-95



**CAS LEARNING ASSISTANCE PROGRAM STANDARDS AND GUIDELINES  
FACILITIES & EQUIPMENT RESOURCES SECTION RATING OF  
REVISION DRAFT 6-95**

Using a scale from 1 (do not agree) to 5 (agree), please rank Facilities and Equipment.

enter rating here

1. This section addresses the essential elements of the topic. \_\_\_\_\_
2. This section is comprehensive in addressing the topic. \_\_\_\_\_
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  - b. Program development and assessment. \_\_\_\_\_
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7. Have you ever used the original version of the *CAS Standards and Guidelines for Learning Assistance Programs*? (Circle one) Yes No

If "yes", please let us know for what purpose you used it and if it was useful for that purpose.

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## VIII. LEGAL RESPONSIBILITIES

Learning assistance program STAFF MEMBERS MUST BE KNOWLEDGEABLE ABOUT AND RESPONSIVE TO LAW AND REGULATIONS THAT RELATE TO THEIR RESPECTIVE PROGRAM OR SERVICE. SOURCES FOR LEGAL OBLIGATIONS AND LIMITATIONS ARE: CONSTITUTIONAL, FEDERAL, AND STATUTORY, REGULATORY, AND CASE LAW, MANDATORY LAWS AND ORDERS EMANATING FROM FEDERAL, STATE, PROVINCIAL AND LOCAL GOVERNMENTS AND THE INSTITUTION THROUGH ITS POLICIES.

Learning assistance program STAFF MEMBERS, including student staff, MUST USE REASONABLE AND INFORMED PRACTICES TO LIMIT THE LIABILITY EXPOSURE OF THE INSTITUTION, ITS OFFICERS, EMPLOYEES, AND AGENTS. Learning assistance program policies must be reviewed for potential liability to the program, its staff and its institution and altered accordingly if necessary. STAFF MEMBERS MUST BE INFORMED ABOUT INSTITUTIONAL POLICIES REGARDING PERSONAL LIABILITY AND RELATED INSURANCE COVERAGE OPTIONS. Policies and emergency procedures for crises management must be available and reviewed. Staff members must have institutional access to legal advice relevant to their duties and responsibilities.

THE INSTITUTION MUST INFORM learning assistance program STAFF AND STUDENTS, IN A TIMELY AND SYSTEMATIC FASHION, ABOUT EXTRAORDINARY OR CHANGING LEGAL OBLIGATIONS AND POTENTIAL LIABILITIES. The institution must provide staff development programs to educate learning assistance program staff of these changes.

**CAS LEARNING ASSISTANCE PROGRAM STANDARDS AND GUIDELINES  
LEGAL RESPONSIBILITIES SECTION RATING OF REVISION  
DRAFT 6-95**

Using a scale from 1 (do not agree) to 5 (agree), please rank Legal Responsibilities.

enter rating here

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Pittsburgh, PA 15260

## **IX. EQUAL OPPORTUNITY, ACCESS AND AFFIRMATIVE ACTION**

Learning assistance program STAFF MEMBERS MUST ENSURE THAT SERVICES AND PROGRAMS ARE PROVIDED ON A FAIR AND EQUITABLE BASIS. EACH facility, course, PROGRAM AND SERVICE MUST BE ACCESSIBLE to all populations included in the mission and goals of the learning assistance program. HOURS OF OPERATION MUST BE RESPONSIVE TO THE NEEDS OF ALL STUDENTS.

Learning assistance programs and services are modified periodically according to results of assessments and evaluations and to institutional changes in student demographics.

EACH learning assistance PROGRAM AND SERVICE MUST ADHERE TO THE SPIRIT AND INTENT OF EQUAL OPPORTUNITY LAWS. Individual differences in the learning strengths, needs, and styles of students must be acknowledged and addressed by the learning assistance program.

Learning assistance PROGRAMS AND SERVICES MUST NOT BE DISCRIMINATORY ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, NATIONAL ORIGIN, RACE, RELIGIOUS CREED, SEXUAL ORIENTATION AND/OR VETERAN STATUS. EXCEPTIONS ARE APPROPRIATE ONLY WHERE PROVIDED BY RELEVANT LAW AND INSTITUTIONAL POLICY.

CONSISTENT WITH THEIR MISSION AND GOALS, learning assistance PROGRAMS AND SERVICES MUST TAKE AFFIRMATIVE ACTION TO REMEDY SIGNIFICANT IMBALANCES IN STUDENT PARTICIPATION AND STAFFING PATTERNS.

**CAS LEARNING ASSISTANCE PROGRAM STANDARDS AND GUIDELINES  
EQUAL OPPORTUNITY, ACCESS, AND AFFIRMATIVE ACTION  
RATING OF REVISION DRAFT 6-95**

Using a scale from 1 (do not agree) to 5 (agree), please rank Equal Opportunity, Access, and Affirmative Action.

enter rating here

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## **X. CAMPUS AND COMMUNITY RELATIONS**

**LEARNING ASSISTANCE PROGRAMS AND SERVICES MUST ESTABLISH, MAINTAIN, AND PROMOTE EFFECTIVE RELATIONS WITH RELEVANT CAMPUS OFFICES AND EXTERNAL AGENCIES.**

The learning assistance program should:

- establish communication with all key academic and student services units
  - to encourage the exchange of ideas, knowledge, and expertise,
  - to provide mutual consultation, as needed, on student cases;
  - to expedite student referrals to and from the learning assistance program;
  - and
  - to collaborate on programs and services that most efficiently and effectively address the needs of students.
- know pertinent academic and other institutional policies and procedures;
- disseminate timely information about current learning assistance programs and services, and explain how these programs and services can meet specific needs of students;
- provide information about the unique characteristics and special needs of the learning assistance programs' clientele to the campus and community;
- encourage academic and student service units to work together and share their knowledge and expertise about the needs of students and how to assist them;
- establish a relationship with the local community in order to facilitate the development of learning assistance resources such as volunteers for tutoring and technical support; and
- provide training and consultation to community-based organizations, e.g., literacy associations, corporate training, and school district-based tutorial services.

**CAS LEARNING ASSISTANCE PROGRAM STANDARDS AND GUIDELINES  
CAMPUS AND COMMUNITY RELATIONS  
RATING OF REVISION DRAFT 6-95**

Using a scale from 1 (do not agree) to 5 (agree), please rank Campus and Community Relations.

enter rating here

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## **XI. DIVERSITY**

**WITHIN THE CONTEXT OF EACH INSTITUTION'S UNIQUE MISSION, MULTI-DIMENSIONAL DIVERSITY ENRICHES THE COMMUNITY AND ENHANCES THE COLLEGE EXPERIENCE FOR ALL; THEREFORE, learning assistance programs and services MUST NURTURE ENVIRONMENTS WHERE SIMILARITIES AND DIFFERENCES AMONG PEOPLE ARE RECOGNIZED AND HONORED.**

**Learning assistance PROGRAMS AND SERVICES MUST PROMOTE CULTURAL EDUCATIONAL EXPERIENCES THAT ARE CHARACTERIZED BY OPEN AND CONTINUOUS COMMUNICATION, THAT DEEPEN UNDERSTANDING OF ONE'S OWN CULTURE AND HERITAGE, AND THAT RESPECT AND EDUCATE ABOUT SIMILARITIES, DIFFERENCES AND HISTORIES OF CULTURES.**

The instructional content and materials of learning assistance programs should provide opportunities to increase awareness and appreciation of the individual and cultural differences of students. Each student should be encouraged and given the opportunity to participate in the instructional and activities conducted by the learning assistance program. The learning assistance program should also be a conduit for assisting students in understanding and participating in the higher education culture.

**Learning assistance PROGRAMS AND SERVICES MUST ADDRESS THE CHARACTERISTICS AND NEEDS OF A DIVERSE POPULATION WHEN ESTABLISHING AND IMPLEMENTING POLICIES AND PROCEDURES. Learning assistance programs and services must be responsive to the individual learning strengths, needs, and styles of its student population.**



CAS LEARNING ASSISTANCE PROGRAM STANDARDS AND GUIDELINES  
DIVERSITY

RATING OF REVISION DRAFT 6-95

Using a scale from 1 (do not agree) to 5 (agree), please rank the Diversity section.

enter rating here

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## **XII. ETHICS**

ALL PERSONS INVOLVED IN THE DELIVERY OF LEARNING ASSISTANCE PROGRAMS AND SERVICES TO STUDENTS MUST ADHERE TO THE HIGHEST STANDARDS OF ETHICAL BEHAVIOR. LEARNING ASSISTANCE PROGRAMS AND SERVICES MUST DEVELOP OR ADOPT AND IMPLEMENT STATEMENTS OF ETHICAL PRACTICE ADDRESSING THE ISSUES UNIQUE TO EACH PROGRAM AND SERVICE. LEARNING ASSISTANCE PROGRAMS AND SERVICES MUST PUBLISH THESE STATEMENTS AND INSURE THEIR PERIODIC REVIEW BY ALL CONCERNED.

ALL LEARNING ASSISTANCE PROGRAM STAFF MEMBERS MUST ENSURE THAT CONFIDENTIALITY IS MAINTAINED WITH RESPECT TO ALL COMMUNICATIONS AND RECORDS CONSIDERED CONFIDENTIAL UNLESS EXEMPTED BY LAW. All staff must receive training in what constitutes confidential information and how to properly obtain, process and record confidential information that is necessary for their specific role within the learning assistance program.

INFORMATION DISCLOSED IN INDIVIDUAL learning assistance SESSIONS MUST REMAIN CONFIDENTIAL UNLESS WRITTEN PERMISSION TO DISCLOSE THE INFORMATION IS GIVEN BY THE STUDENT. HOWEVER, ALL LEARNING ASSISTANCE PROGRAM STAFF MEMBERS MUST DIVULGE TO THE APPROPRIATE AUTHORITIES INFORMATION JUDGED TO BE OF AN EMERGENCY NATURE, ESPECIALLY WHERE THE SAFETY OF THE INDIVIDUAL OR OTHERS IS INVOLVED. INFORMATION CONTAINED IN STUDENTS' EDUCATIONAL RECORDS MUST NOT BE DISCLOSED TO NON-INSTITUTIONAL THIRD PARTIES WITHOUT APPROPRIATE CONSENT, UNLESS CLASSIFIED AS "DIRECTORY" INFORMATION OR WHEN THE INFORMATION IS SUBPOENAED BY LAW.

With the prevalence of student paraprofessional and tutorial staff within learning assistance programs, specific attention should be given to properly orienting and advising student staff about matters of confidentiality. Clear statements should be distributed and reviewed with student staff as to what information is and is not appropriate for student staff to access or to communicate.

LEARNING ASSISTANCE PROGRAMS AND SERVICES MUST APPLY A SIMILAR DEDICATION TO PRIVACY AND CONFIDENTIALITY TO RESEARCH DATA CONCERNING INDIVIDUALS. ALL learning assistance program STAFF MEMBERS MUST BE AWARE OF AND COMPLY WITH THE PROVISIONS CONTAINED IN THE INSTITUTION'S HUMAN SUBJECTS RESEARCH POLICY AND IN OTHER RELEVANT INSTITUTIONAL POLICIES ADDRESSING ETHICAL PRACTICES.

The central learning assistance goal, meeting the needs of students, is paramount and evident in research projects. Learning assistance program research should be for the purpose of advancing knowledge of how to best develop and foster active, confident and independent learners. In addition, the privacy, protection, and interest of the student should supersede that which is important, significant and beneficial for research purposes.

ALL LEARNING ASSISTANCE PROGRAM STAFF MEMBERS MUST RECOGNIZE AND AVOID PERSONAL CONFLICT OF INTEREST OR THE APPEARANCE THEREOF IN THEIR TRANSACTIONS WITH STUDENTS AND

**OTHERS.** All staff members, including student staff, must receive information and training about institutional policies and learning assistance program policies regarding conflict of interest.

Because all learning assistance program staff work with students' academic coursework in providing programs and services, they should be knowledgeable of policies related to academic integrity, plagiarism, student code of conduct and other similar policies. All staff should be cognizant of the implication of these policies for their specific work with students to avoid circumstances that could be construed as contributing to or participating in violations of these policies.

**LEARNING ASSISTANCE PROGRAM STAFF MEMBERS MUST STRIVE TO INSURE THE FAIR, OBJECTIVE AND IMPARTIAL TREATMENT OF ALL PERSONS WITH WHOM THEY DEAL.** All staff act to advance the status and prestige of the profession and to foster and maintain open communication with all professionals involved in learning assistance. Requests from institutional departments and divisions for academic support, consultation and advisement, which fall within the mission and goals of the learning assistance program, must be provided. All students must have equal access to learning assistance programs and services. Programs and services must address the individual student's level of development if it is within the parameters of the learning assistance program's mission and goals. Statements or claims made about outcomes that can be achieved from participating in learning assistance programs and services must be truthful and realistic.

Various means of assessment should be conducted for the purpose of identifying the learning needs of the students and guiding them to appropriate programs and services. Assessment results should be communicated confidentially, honestly, and with sensitivity to the student. Students should be counseled into appropriate, alternative educational opportunities when there is reasonable cause to believe that students will not be able to meet required guidelines for academic success or when the students' level of need exceeds the purpose and function of the learning assistance program.

**LEARNING ASSISTANCE PROGRAM STAFF MEMBERS MUST NOT PARTICIPATE IN ANY FORM OF HARASSMENT THAT DEMEANS PERSONS OR CREATES AN INTIMIDATING, HOSTILE OR OFFENSIVE CAMPUS ENVIRONMENT.** All people with whom learning assistance program staff interact must be treated with dignity and respect.

**ALL LEARNING ASSISTANCE PROGRAM STAFF MEMBERS MUST PERFORM THEIR DUTIES WITHIN THE LIMITS OF THEIR TRAINING, EXPERTISE, AND COMPETENCE.** All tutorial and student paraprofessional staff must receive training to recognize appropriate limits of their role and how to proceed in handling situations which exceed their role. **WHEN THESE LIMITS ARE EXCEEDED, INDIVIDUALS IN NEED OF FURTHER ASSISTANCE MUST BE REFERRED TO PERSONS POSSESSING APPROPRIATE QUALIFICATIONS.**

**ALL LEARNING ASSISTANCE PROGRAM STAFF MEMBERS MUST USE SUITABLE MEANS TO CONFRONT AND OTHERWISE HOLD ACCOUNTABLE OTHER STAFF MEMBERS WHO EXHIBIT UNETHICAL BEHAVIOR.**

**WHEN HANDLING INSTITUTIONAL FUNDS, ALL LEARNING ASSISTANCE PROGRAM STAFF MEMBERS MUST ENSURE THAT SUCH FUNDS ARE MANAGED IN ACCORDANCE WITH ESTABLISHED AND RESPONSIBLE**

**ACCOUNTING PROCEDURES.** Learning assistance program funds acquired through grants and other non-institutional resources are managed according to the regulations and guidelines of the funding source.

CAS Standards and Guidelines for Learning Assistance Programs, *Ethics* draft revision, 6-95.

**CAS LEARNING ASSISTANCE PROGRAM STANDARDS AND GUIDELINES  
ETHICS  
RATING OF REVISION DRAFT 6-95**

Using a scale from 1 (do not agree) to 5 (agree), please rank the Ethics section.

enter rating here

1. This section addresses the essential elements of the topic. \_\_\_\_\_
2. This section is comprehensive in addressing the topic. \_\_\_\_\_
3. Terminology is appropriate. \_\_\_\_\_
4. Language is easy to comprehend. \_\_\_\_\_
5. This section could be useful for the intended purposes of:
  - a. Measuring of program and services effectiveness. \_\_\_\_\_
  - b. Program development and assessment. \_\_\_\_\_
  - c. Criteria for institutional self-studies and preparation for accreditation. \_\_\_\_\_
  - d. Opportunities for staff development. \_\_\_\_\_
  - e. Providing direction for student learning and development. \_\_\_\_\_
  - f. Framework for demonstrating accountability. \_\_\_\_\_
6. This section of the document reflects the major concepts, beliefs, and practices of the profession related to this topic. \_\_\_\_\_

7. Have you ever used the original version of the *CAS Standards and Guidelines for Learning Assistance Programs*? (Circle one) Yes No

If "yes", please let us know for what purpose you used it and if it was useful for that purpose.

Please add your specific comments, suggestions, ideas about the draft for this section of the document either on the back of this form or on the copy of the draft.

Thank you for your participation. If you are completing this review as part of a group activity, please return it to the session leader. If you are completing this review as an individual reviewer, please return your review to:

Georgine Materniak  
University of Pittsburgh  
Learning Skills Center  
311 William Pitt Union  
Pittsburgh, PA 15260

### **XIII. ASSESSMENT AND EVALUATION**

Learning assistance PROGRAMS AND SERVICES MUST UNDERGO REGULAR AND SYSTEMATIC QUALITATIVE AND QUANTITATIVE EVALUATIONS TO DETERMINE TO WHAT DEGREE THE STATED MISSION AND GOALS ARE BEING MET. The learning assistance program must have the ability to collect and analyze data through its own resources and through access to appropriate data generated by the institutional research unit or other relevant campus units.

ALTHOUGH METHODS OF ASSESSMENT VARY, THE learning assistance program MUST EMPLOY A SUFFICIENT RANGE OF QUALITATIVE AND QUANTITATIVE MEASURES TO INSURE OBJECTIVITY AND COMPREHENSIVENESS.

Qualitative methods may include standard evaluation forms, questionnaires, interviews, observations, or case studies.

Quantitative measurements range from an individual student's performance to the impact on the campus' retention rate. Quantitative methods may include follow-up studies on students' grades in mainstream courses, GPA's, graduation, re-enrollment and retention figures. Comparative data of learning assistance program participants and non-participants is also a measure of program effectiveness. Quantitative measures can include data on the size of the user population, numbers utilizing particular services, number of contact hours, the sources of student referrals to the program, numbers of students who are on the waiting list or who have request services not provided by the learning assistance program. Quantitative data should be collected within specific time periods and longitudinally to reveal trends.

The learning assistance program utilizes self-study and certification processes endorsed by professional organizations and nationally-recognized standards documents to conduct periodic self-assessment.

Periodic evaluations of the learning assistance program and services should be performed by on-campus experts and outside consultants and disseminated to appropriate administrators.

DATA COLLECTED MUST INCLUDE RESPONSES FROM STUDENTS, STAFF, FACULTY, AND ADMINISTRATORS OR ANY OTHER AFFECTED CONSTITUENCIES. RESULTS OF THESE EVALUATIONS MUST BE USED IN REVISING AND IMPROVING PROGRAMS AND SERVICES AND IN RECOGNIZING PERFORMANCE OF the learning assistance program AND ITS STAFF.

The learning assistance program should periodically review and revise its goals and services based on evaluation outcomes and based on changes in institutional goals, priorities, and plans. Data identifying changes in student demographics, characteristics and needs, and data indicating evolving trends are also required for learning assistance program short- and long-term planning.

**CAS LEARNING ASSISTANCE PROGRAM STANDARDS AND GUIDELINES  
ASSESSMENT AND EVALUATION  
RATING OF REVISION DRAFT 6-95**

Using a scale from 1 (do not agree) to 5 (agree), please rank the Assessment and Evaluation section.

enter rating here

1. This section addresses the essential elements of the topic. \_\_\_\_\_
2. This section is comprehensive in addressing the topic. \_\_\_\_\_
3. Terminology is appropriate. \_\_\_\_\_
4. Language is easy to comprehend. \_\_\_\_\_
5. This section could be useful for the intended purposes of:
  - a. Measuring of program and services effectiveness. \_\_\_\_\_
  - b. Program development and assessment. \_\_\_\_\_
  - c. Criteria for institutional self-studies and preparation for accreditation. \_\_\_\_\_
  - d. Opportunities for staff development. \_\_\_\_\_
  - e. Providing direction for student learning and development. \_\_\_\_\_
  - f. Framework for demonstrating accountability. \_\_\_\_\_
6. This section of the document reflects the major concepts, beliefs, and practices of the profession related to this topic. \_\_\_\_\_
7. Have you ever used the original version of the *CAS Standards and Guidelines for Learning Assistance Programs*? (Circle one) Yes No

If "yes", please let us know for what purpose you used it and if it was useful for that purpose.

Please add your specific comments, suggestions, ideas about the draft for this section of the document either on the back of this form or on the copy of the draft.

Thank you for your participation. If you are completing this review as part of a group activity, please return it to the session leader. If you are completing this review as an individual reviewer, please return your review to:

Georgine Materniak  
University of Pittsburgh  
Learning Skills Center  
311 William Pitt Union  
Pittsburgh, PA 15260

Cc:

Draft Schedule

Albuquerque Conference

CRLA BOARD  
TELECONFERENCE MINUTES  
*AUGUST 8, 1995*  
ATTACHMENT *H*  
2 pages

WEDNESDAY, OCT. 30

9:00 a.m. - 12:00 p.m. Leadership Workshop  
State Directors and Sig Leaders

12:00 - 1:15 p.m. Leadership Luncheon

1:30 - 4:30 p.m. Tours/Campus Visit  
Preconference Institutes

THURSDAY, OCT. 31

8:15 - 8:45 a.m. Chairpersons Orientation

9:00 - 10:30 a.m. First General Session - Keynote Speaker

10:45 - 11:45 a.m. First Concurrent/Roundtables

12:00 - 1:30 p.m. Sig Luncheons

1:45 - 2:45 p.m. Second Concurrent/Roundtables

3:00 - 4:00 p.m. Third Concurrent/Roundtables

4:15 - 5:15 p.m. Newcomers Reception

5:30 - 6:30 p.m. Open Publishers Exhibit

9:00 p.m. - Hospitality

FRIDAY, NOV. 1

7:00 - 8:00 a.m. Publishers Breakfast

8:00 - 8:30 a.m. Chairpersons Orientation

8:45 - 9:45 a.m. Fourth Concurrent

10:00 - 11:00 a.m. Fifth Concurrent



11:15 a.m. - 1:15 p.m. Awards Luncheon - 2nd Major Speaker

1:30 - 2:30 p.m. Sixth Concurrent

2:45 - 4:45 p.m. Networking (New)

5:00 - 6:00 p.m. State meetings

6:30 p.m. - Dinner on the Town

9:00 p.m. - Hospitality

SATURDAY, NOV. 2

7:15 - 8:15 a.m. Past ~~Presidents~~ *Bad Members*  
Journal Board

8:30 - 9:20 a.m. Plenary Session

9:30 - 10:30 a.m. Second General Session - President's Speaker

10:45 - 11:45 a.m. Seventh Concurrent

12:00 - 1:30 p.m. Luncheon with a Mentor

1:45 - 2:45 p.m. Eighth Concurrent

3:00 - 4:00 p.m. Ninth Concurrent

5:30 - 6:30 p.m. Cocktail Hour

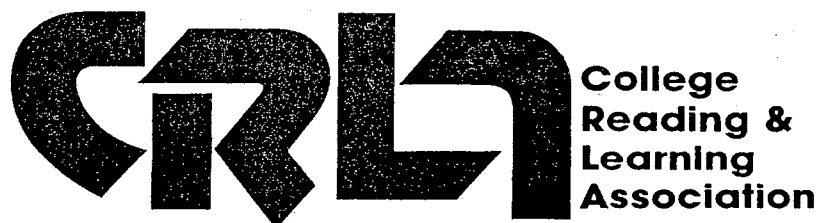
6:30 - 7:00 p.m. Installation

7:00 - 10:00 p.m. Banquet

10:30 p.m. - Hospitality

SUNDAY, NOV. 3

8:30 - 11:30 a.m. Postconference Institutes



READING • LEARNING ASSISTANCE • DEVELOPMENTAL EDUCATION • TUTORIAL SERVICES

CRLA BOARD  
TELECONFERENCE MINUTES  
*AUGUST 8, 1995*  
ATTACHMENT *I*  
1 page

### CRLA Calendar Items

October 1, 1995	Deadline for application for the JCRL Executive Editor position
January 1, 1996	Membership renewal for 1996
January 30, 1996	Deadline for proposals for sessions and institutes for the 29th Annual CRLA Conference, Albuquerque, New Mexico
February 1, 1996	Deadline for applications for session chairs for the 1996 International Symposium, Kananaskis, Alberta, Canada
February 19, 1996	Deadline for applications for session chairs for the 29th Annual CRLA Conference, Albuquerque, New Mexico
February 28, 1996	Registration deadline for the 1996 International Symposium, Kananaskis, Alberta, Canada
April 18-20, 1996	The 1996 International Symposium, Kananaskis, Alberta, Canada
August 15, 1996	Deadline for applications for the CRLA research and scholarship awards
October 31- November 3, 1996	29th CRLA Annual Conference, Albuquerque, New Mexico

## Report on the 1995 Plenary Session

The plenary session of the 28th Annual CRLA Conference was chaired by President Tom Gier, Immediate Past President Jo-Ann Mulkin, and Site Selection Chairperson and Past President Susan Deese-Roberts. Plenary sessions are used to provide a mechanism for Association members to give feedback to the Board on important issues. The Board identified four issues for this conference: increase in annual dues for the hiring of a mailing/secretarial service; selection of annual conference sites; cultural diversity among members; and input on topics which should be addressed by the Board during 1995 and 1996. Approximately 80 members attended the session: four discussion groups were formed to respond to each of the four issues. The following is a summary of the groups' responses.

Increase in Annual Dues for the Hiring of a Mailing/Secretarial Service. Improvement in the mailing services of the Association was a high priority for all groups. While the majority of participants supported an increase in dues, many suggested that the Board look at alternatives to a dues increase and/or consider hiring a member to perform the service. If dues are increased, members suggested a national roster of members be made available each year with current mailing and e-mail addresses. Others suggested that a uniform membership fee be established for states and regions or have \$5 of annual dues sent back to each state for each state member. The greatest caution about a dues increase related to how CRLA dues would compare to other developmental and learning assistance associations. Will we lose members if membership costs are too high?

Selection of Annual Conference Sites. Strong support was expressed for variation among conference sites. Some members indicated an interest in having a conference on the East coast if support from a local organization could be found. The popular city choices for return visits were Kansas City and Denver. Ability to walk to restaurants, shopping, and points of interest; being the only scheduled conference at the hotel; and reasonable costs for meals and rooms were factors cited as making hotel locations good ones.

Cultural Diversity Among Members. Suggestions for increasing cultural diversity among members included membership drives in other parts of the country; advertising CRLA membership to related associations such as those involved in bridge programs, enrichment programs, and services for students with disabilities; and membership recruitment at institutions which train people for careers in developmental education, reading, learning assistance, adult education, etc. It was also suggested that the Board should reconsider "forced" membership with conference registration. The point was made that some people might want to attend the conference before they decide to join the Association. Reduced membership dues and conference fees for new members and students were suggested as a means of recruiting professionals new to the field.

Topics Which Should Be Addressed By The Board During 1995 And 1996. In addition to suggestions already noted, the following topics were listed for Board consideration: (1) a possible conference merger with the National Association for Developmental Education (NADE) (some members expressed support and others expressed displeasure with the idea); (2) improving the

conference program by including the level of the intended audience—beginner, intermediate, advanced—and including follow-up sessions or repeats of outstanding sessions from previous years; (3) lower membership dues and reduced conference fees for part-time faculty and students; and (4) the development of a strategic plan for the Association.

Over the years, a number of important issues for the organization have been brought to the forefront through discussion at a plenary session. Association name change, conference dates, and political action are just a few of the issues that have been acted upon by the Association because of plenary session discussion. On behalf of the Board, I encourage you to play an active role in helping the Board form direction for and understanding of membership issues by participating in future plenary meetings.

*Sam Roberts*  
*6/1/95*

Susan Deese-Roberts  
CRLA Site Selection Chairperson

CRLA BOARD  
TELECONFERENCE MINUTES  
*AUGUST 8, 1995*  
ATTACHMENT K (2 parts)  
*14 pages, total*

July 20, 1995

Patricia Mulcahy-Ernt, Ph.D.  
220 West Flat Hill Road  
Southbury, CT 06488

Dear Pat,

Enclosed you will find a hotel contract for the Red Lion Hotel in Sacramento, California. As you know from my previous letter, I visited Sacramento in early June. Tom Dayton, who will be an excellent on-site manager, and I met with sales managers from three hotels. The Hyatt Hotel was not willing to give us free meeting room space; they were willing to reduce the cost to \$900 - \$1200 per day depending on any additional food functions. Both the Red Lion and the Raddison were more willing to negotiate. Because of meeting room space and hotel location, Tom and I decided to negotiate a contract with the Red Lion.

I believe that this is a good contract. The hotel was able to accommodate most of our requirements. Meeting space meets our needs; sleeping rooms are undergoing or have recently been renovated. There is a nice, reasonably priced restaurant in the main lobby area. There is also a coffee, pastry, salad, beverage, etc. "take-out" stand in the lobby. There is also a fine dining restaurant for dinner and a bar with pizza service. Within easy walking distance are several other restaurants as well as the largest shopping mall in Sacramento which houses a variety of eating possibilities. I think that CRLA members will enjoy the site.

I know that you are familiar with hotel contracts so I won't mention most of the standard areas, but here are a few highlights:

because this will be just the second fall conference that we have, CRLA has until November 15, 1996 (two weeks after the Albuquerque conference) to make changes in sleeping room blocks and to provide an outline of the programs;

we have until six months prior to the conference to finalize meeting space needs;

we have agreed to three food functions for 500 but those obligations can change as other food functions are scheduled and with input from the Albuquerque conference;

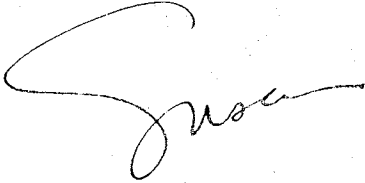
we did not specify a time for the pre-conference Board meeting but did negotiate five complimentary rooms and a complimentary Board room; and

last but not least, we received a great room rate of \$89.00 for singles and doubles.

I hope that you can sign the contract and return it to Shelly Nelson by August 15. Please let me know if that date causes a problem for you and I will work something out with Shelly. I have forwarded the credit application to Sandra.

Early next month I plan on contacting the Utah folks to see if they are still interested in hosting the 1998 conference. If so, I'll let you know and begin working with the Salt Lake City Convention and Visitor's Bureau. I would like to visit Salt Lake in October. I think that it's best to visit the conference site during the month that the conference will be held. Waiting to do that with Sacramento selection would have delayed the process too long, but we can get back on track with 1998.

Yours truly,

A handwritten signature in black ink, appearing to read "Tom Dayton", with a large, sweeping initial "T" and a stylized "D".

xc: Tom Dayton  
Sandra Evans



RED LION HOTEL

SACRAMENTO

**RED LION HOTEL SACRAMENTO  
CONVENTION AND MEETING CONTRACT**

*The following information constitutes a binding contract between the Red Lion Hotel Sacramento and College Reading and Learning Association. Signatures at the end of this document by representatives of both parties indicate mutual agreement of the arrangements contained herein.*

**ORGANIZATION:** *College Reading and Learning Association*

**FUNCTION:** *Annual Fall Conference*

**CONTACT/TITLE:** *Susan Deese-Roberts  
Site Selection Coordinator*

**ADDRESS:** *University of New Mexico  
Zimmerman Library  
Albuquerque, NM 87131-1466*

**TELEPHONE:** *(505)277-1876* **FAX:** *(505)277-6019*

**OFFICIAL DATES:** *October 20, 1997 - October 27, 1997*

**ANTICIPATED ATTENDANCE:** *600*

**GUEST ROOM COMMITMENT:** *952*

**ROOM NIGHT PATTERN:**

<b>DAY:</b>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
<b>DATE:</b>	<i>10/20</i>	<i>10/21</i>	<i>10/22</i>	<i>10/23</i>	<i>10/24</i>	<i>10/25</i>	<i>10/26</i>
<b>ROOMS:</b>	<i>10</i>	<i>80</i>	<i>175</i>	<i>240</i>	<i>250</i>	<i>180</i>	<i>10</i>

### OVERFLOW HOTEL

*Should you require additional guest room accommodations and they are not available at the Red Lion Hotel Sacramento, we will be pleased to set a block up for you upon availability at Red Lion's Sacramento Inn located directly across the street.*

### CHECK IN/CHECK OUT TIME:

*Our check-in time is 3:00pm, check-out is 12:00pm. Guests arriving before 3:00pm will be accommodated as rooms become available. Our Bell Captain can arrange to check baggage for those arriving early when rooms are not available and for guests attending functions on their day of departure.*

### ROOM RATES:

*We are pleased to confirm the following special (net) group rates for standard rooms:*

<i>Singles:</i>	<i>\$89.00</i>
<i>Doubles:</i>	<i>\$89.00</i>
<i>Triples:</i>	<i>\$99.00</i>
<i>Quads:</i>	<i>\$109.00</i>

*King rooms available for an additional \$10.00 per night.*

*Business class rooms available for an additional \$15.00 per night.*

*Deluxe rooms in our Cal-Expo wing available for an additional \$25.00 per night.*

*The Hotel has a limited number of Handicapped accessible rooms available. Should your attendees require these accommodations, we ask that they please notify us at the time the reservation is made.*

### TAX:

*The Red Lion Hotel Sacramento rates are subject to the applicable State and City taxes at the time of check in. Currently, these taxes are 12%.*



### CUT-OFF DATE:

*All reservations must be received twenty-one (21) days prior to your major arrival date. Your cut off will be 3:00 pm on September 29, 1997. After this time, we reserve the right to release the unsold portion of your commitment for general sale. We will, of course, continue to accept reservations after the cut-off date, subject to space and rate availability*

### ATTRITION:

*We understand that circumstances may arise which result in reductions in the Guest Room Commitment. On the other hand, the various rates and terms we have provided are based on the Guest Room Commitment. In order to allow you flexibility in adjusting your program, we will permit you to reduce, without charge, the Guest Room Commitment to eighty-five percent (85%) of its original total.*

*If further reductions occur, the Red Lion Hotel Sacramento reserves the right to assess the organization an amount equal to the revenue lost from those rooms released and not resold. In addition, the Hotel reserves the right to reduce meeting space in proportion to the reduction in room nights. We will, of course, discuss with you any changes we feel need to be made with both our best interests in mind.*

*Should any catering food and beverage function cancel or decrease below seventy percent (70%) of the above expected attendance, fifty percent (50%) of the estimate cost for that function will be charged.*

### COMPLIMENTARY ROOMS:

*The Red Lion Hotel Sacramento will provide one (1) complimentary room (unit) for every (50) room (units) actually occupied each evening of your program. Should the block of rooms outlined in this agreement be 100% utilized, you will be entitled to 16 complimentary room night units.*

*Suites are credited on a daily basis as follows:*

<i>Parlor Suite</i>	<i>=</i>	<i>2 Units</i>
<i>Presidential Suite</i>	<i>=</i>	<i>3 Units</i>

### COMPLIMENTARY ROOMS CONT:

*Each additional bedroom added to the above suites will be equal to one (1) room unit. Complimentary rooms have no value and must be utilized during this program. We will not rebate any unused complimentary rooms to the master account. Also, complimentary units will be calculated based on full revenue rooms only, not on staff rooms or any reduced rate rooms.*

### COMPLIMENTARY SUITE:

*We are pleased to offer you (1) one complimentary suite.*

<u>Suite Type</u>	<u>Arrival Date</u>	<u>Departure Date</u>
Presidential Suite	Monday, October 20	Sunday, October 26, 1997

### RESERVATIONS:

*It is our understanding that reservations will be made by reservation cards. The Red Lion Hotel Sacramento will provide reservation cards equal to three (3) times the number of guest rooms blocked on the peak night of your group. These reservation cards will be appropriately printed with the name of your meeting, rates, dates and cut-off date. Additional cards may be printed and charged to you at our cost.*

### GUARANTEED RESERVATIONS:

*Please note that all reservation requests must be accompanied by a first night room deposit, or be guaranteed with a major credit card (American Express, Carte Blanche, Diners Club, Master Card or Visa, Discover or JCB) or by College Reading and Learning Association. Our guarantee policy states that all reservations must be guaranteed by one of the above methods.*

*Any cancellation within 72 hours from the date of arrival will be billed for one (1) night room and tax.*

### **CREDIT ARRANGEMENTS:**

*Enclosed is a direct bill application for your billing convenience. Please fill out the form completely and return it to us with the signed contract. If the application is not received with the signed contract or if the application is not approved for estimated charges, alternate means of payment must be arranged (i.e., certified check for the entire estimated charges, company check for the entire estimated charges 14 days in advance of arrival or major credit card).*

*Upon credit approval, a master account will be established for College Reading and Learning Association. All meetings, food and beverage and other charges you so indicate will be posted to this account.*

### **MASTER BILL & PAYMENT:**

*It is our goal to keep your master bill accurate and up to date. We would be pleased to have you review it with us each day. This will help eliminate discrepancies at a later time.*

*Our terms are immediate payment upon receipt of statement. In the event such payment is not made within 30 days after receipt of the original statement it is agreed that the hotel may immediately impose a LATE PAYMENT CHARGE at the rate of 1 - 1.5% per month (ANNUAL RATE 18%) or the maximum allowed by law on the unpaid balance, and the reasonable cost of collection including attorney's fee.*

### **FUNCTION SPACE:**

*We do require a tentative program, including updated attendance figures based on history, no later than November 15, 1996. A final program with accurate attendance figures, reflecting registration figures, is required no later than six (6) months prior to your meeting dates. At this six (6) month point, we will release space that has not been committed. Any space held and not used after the six (6) month point, will be charged at full rental.*

*The Hotel reserves the right to reassign specific function space provided the revised space adequately accommodates your function requirements.*

### FACILITY SERVICE CHARGE:

*In consideration of your overall food and beverage functions and projected number of guest rooms, we are pleased to waive the customary rental charge for meeting and banquet space. The total value of room rental is \$28,000.00. This waiver is predicated on your detailed agenda of programmed activities and the indicated attendances. Any reduction greater than 15% of the indicated figures or cancellation of any food and beverage functions highlighted will nullify the above waiver.*

*The Hotel will take into consideration a reduction in the estimated Food and Beverage numbers, so long as additional food and beverage covers worth the same dollar value are added. Coffee and refreshment breaks would not be taken into consideration.*

<u>Function</u>	<u>Expected Attendance</u>
Continental Breakfast	500
Banquet	500
Luncheon	500

### FACILITY SERVICE CHARGE CON'T:

*Also if you utilize less than 85% of the original room block of 952 room nights, we will assess your meeting room rental based on the following sliding scale:*

<u>Total Number of Rooms Picked-Up</u>	<u>Total Room Rental Fee</u>
810 or more	Complimentary
809 - 689	\$ 2,500.00
688 - 585	\$ 5,500.00
584 - 498	\$12,000.00
497 or below	Hotel has the right to renegotiate contract

### IN-HOUSE EQUIPMENT:

*The Red Lion Hotel Sacramento will provide at no charge a reasonable amount of meeting equipment, i.e., chairs, tables, blackboards, etc. This complimentary arrangement does not include special set-ups or extraordinary formats that would exhaust our present in-house equipment to the point of requiring rental of an additional supply to accommodate your needs.*

### AUDIO/VISUAL SERVICES:

*Because our in-house audio-visual services company has an office on-property and is familiar with our facility, we recommend them highly. They provide you one complimentary microphone per day. A complete list of additional audio-visual services and related prices are available. Should you wish to bring your own audio-visual company into the hotel, power and house sound system patch-in fees will be assessed.*

*We understand that school's may donate equipment for use during your Conference.*

### FOOD & BEVERAGE:

*We will confirm the prices for food and beverage functions six months prior to your arrival date.*

### TRANSPORTATION:

*The Hotel currently provides complimentary shuttle transportation to and from the Sacramento Metropolitan Airport. Guests requiring shuttle service to the Arden Fair Mall located across the street from the Hotel will be accommodated by our complimentary shuttle service based upon availability.*

### TRANSPORTATION CONT:

*The Hotel will be happy to provide you with outside transportation contractors for your needs above and beyond what the Hotel can offer. This information will be made available to you upon your request.*

### PRE-PLANNING MEETING:

*The Hotel will provide a complimentary board room for twelve (12) for two days prior to your Conference, with complimentary beverages. We will also provide five complimentary room nights to be used during this meeting only. Additional guest rooms will be provided at the special convention guest room rate of \$89.00 single/double occupancy based upon availability.*

### IMPOSSIBILITY:

*Should events beyond the control of the Red Lion Hotel Sacramento or College Reading and Learning Association, such as acts of God or civil disturbances materially affect either party's ability to perform, this agreement shall be terminated without prejudice.*

### CHANGES, ADDITIONS, STIPULATIONS OR LINING OUT:

*Any changes, additions, stipulations, or corrective lining out by College Reading and Learning Association will not be binding to the Hotel until such additions, clauses, or stipulations have been approved by means of a corrected contractual agreement by the Red Lion Hotel Sacramento.*

### CANCELLATION POLICY:

*This agreement may be terminated, without charge to the organization only upon written notice received by the Hotel no later than October 30, 1995. After this date, due to the difficulty in reselling the reserved space and difficulty in assessing actual damages, cancellations of the space reserved will result in the Organization's liability for liquidated damages subject to the following schedule:*

#### Notice of Cancellation Received

#### Cancellation Charges

<i>2 years - 1 year</i>	<i>25% total anticipated revenue</i>
<i>1 year - 9 months</i>	<i>50% total anticipated revenue</i>
<i>9 months - 6 months</i>	<i>75% total anticipated revenue</i>
<i>6 months - arrival</i>	<i>100% total anticipated revenue</i>

*Cancellation charges will be due prior to your official conference date.*

*If the Conference is cancelled by College Reading and Learning Association and the Hotel resells the meeting space, guest room block and scheduled meals for equal or greater value, the above cancellation schedule will be waived.*

### CANCELLATION BY RED LION:

*Red Lion Hotel Sacramento's agreement to provide the services and rooms outlined in this contract is based upon certain representations made to Red Lion Hotel Sacramento by College Reading and Learning Association. If representations made by College Reading and Learning Association are not true or if College Reading and Learning Association fails to make any material representations in Red Lion Hotel Sacramento's sole discretion, Red Lion Hotel Sacramento may immediately cancel this contract.*

**ACCEPTANCE:**

*If the agreement meets with your organizations approval, please sign and return the original copy of this agreement by August 15, 1995. Once received by this office, this enables us to establish these requirements on a definite basis. By signing, you represent and warrant your company/organization has authorized you to execute this agreement on its behalf. Any modifications of this agreement must be in writing and signed by the parties concerned in order to be effective.*

ORGANIZATION: College Reading and Learning Association

NAME: Susan Deese-Roberts

TITLE: Site Selection Coordinator

SIGNATURE:

*Susan Deese-Roberts*

DATE:

*July 20, 1995*

NAME:

Patricia Mulcahy-Ernt

TITLE:

President

SIGNATURE:

*Patricia Mulcahy-Ernt*

DATE:

*August 8, 1995*

HOTEL:

Red Lion Hotel Sacramento

NAME:

Shelly Nelson

TITLE:

Association Sales Manager

SIGNATURE:

*Shelly Nelson*

DATE:

*July 17, 1995*



# RED LION HOTEL

SACRAMENTO

*August 3, 1995*

*Ms. Patricia Mulcahy-Ernt  
Site Selection Coordinator  
College Reading and Learning Association*

*Fax: (203) 264-1288*

*Dear Patricia,*

*We are excited to host the College Reading and Learning Association's Annual Conference here at the Red Lion Hotel Sacramento. After speaking with Susan Deese-Roberts yesterday, she mentioned you would like further confirmation of the function space clause on page 5 of the contract.*

*In addition to the clause as stated in the contract, the following will serve as an addendum outlining the function space currently held for your Conference in 1997:*

*Monday, October 20th*

*8:00 AM - 12 Midnight*

*Board Room*

*Tuesday, October 21st*

*8:00 AM - 12 Midnight*

*Board Room*

*Wednesday, October 22nd*

*7:00 AM - 24 hours*

*Thunderbird Ballroom  
Red Lion Ballroom  
Redwood Ballroom  
Sacramento Room  
Bear River Room  
Feather River Room  
American River Room  
Yuba River Room  
Rubicon River Room  
El Camino Room  
Del Paso Room*



Thursday, October 23rd

7:00 AM - 24 hours

Thunderbird Ballroom  
Red Lion Ballroom  
Redwood Ballroom  
Sacramento Room  
Bear River Room  
Feather River Room  
American River Room  
Yuba River Room  
Rubicon River Room  
El Camino Room  
Del Paso Room

Friday, October 24th

7:00 AM - 24 hours

Thunderbird Ballroom  
Red Lion Ballroom  
Redwood Ballroom  
Sacramento Room  
Bear River Room  
Feather River Room  
American River Room  
Yuba River Room  
Rubicon River Room  
El Camino Room  
Del Paso Room

Saturday, October 25th

7:00 AM - 5:00 PM

Thunderbird Ballroom  
Redwood Ballroom  
Bear River Room  
Feather River Room  
American River Room  
Yuba River Room  
Rubicon River Room  
El Camino Room  
Del Paso Room

7:00 AM - 24 hours

Redlion Ballroom  
Sacramento Room

Sunday, October 26th  
7:00 AM - 5:00 PM

Thunderbird Ballroom  
Redlion Ballroom  
Redwood Ballroom  
Sacramento Room  
Bear River Room

Please know that the only room not currently held for your group at this time is the Garden/Terrace room. Note, Saturday space is held until 5 pm with the exception of one Ballroom and Sunday I held space in the larger rooms.

Should you currently know of any space that can be released back to the hotel, earlier than one year prior, we would appreciate knowing as soon as possible.

Because your program will require most of our meeting space and group guest room accommodations, another convention could not be held at the same time as your convention. Please understand we may have other meetings and events held during the time of your program pending your agenda, as well as, Meetings prior to your main arrival and following main departure dates.

Please do not hesitate to call me should you have any questions regarding the above information. I can be reached at (916) 924-4907. We look forward to working with you!

Sincerely,



Shelly Nelson  
Association Sales Manager

CC: Susan Deese-Roberts

AUGUST 8, 1995  
ATTACHMENT L

June 22, 31 pages

Hello ALL!

The Board needs to decide on this one - not me!

On Gladys Shaw's recommendation and the Board's instruction, I looked into general liability and directors & officers liability insurance. See #1. Note that \$2000.00 was the estimated amount quoted for both policies. I sent \$2000.00.

See #2. This is the general liability policy. Another \$662.05 was billed. Therefore, the general liability only for the organization was \$2662.05.

See #3. This is the information on the directors & officers policy that I just received with a \$1655.00 premium. Both policies are for one year.

I talked with Karin Wyatt to see if the directors & officers proposal could be extended through our August 8 conference call for a decision, and she said she thinks so.

In conclusion, we've gone from \$2000.00 to \$4317.05, with increases yearly I would assume.

I will give no opinions at this point --- although I have many.

A handwritten signature in cursive script, appearing to read "Sandra".

**A.E Crissie & Co. Ltd.**

I N S U R A N C E

#1

DATE 04/24/95PLEASE DELIVER TO: CLRAATTENTION: SANDRA EVANSFAX NUMBER: 1-409-938-8918FROM: Bernie BerchREFERENCE: Cancellation InsuranceTOTAL NUMBER OF PAGES INCLUDING THIS COVER LETTER: 3

## MESSAGE:

Sandra,

Attached is an application for your event. I have partially completed the App .... however you need to complete some of the particulars. Please have it signed by an officer + FAX back to me.

Also your Board should consider annual policies for (1) General Liability Ins. as well as (2) Officers & Directors coverage. The annual cost for these coverages is in the area of \$1,000. each.

Best regards,Bernie

EFFECTIVE DATE	INSURED TO	POLICY NUMBER	DESCRIPTION	AMOUNT
4/5/95	4/5/96	PENDING	GENERAL LIABILITY PER OCCURRENCE ESTIMATED ANNUAL PREMIUM	\$1,000.00
4/5/95	4/5/96	PENDING	DIRECTORS & OFFICERS LIABILITY POLICY ESTIMATED ANNUAL PREMIUM	\$1,000.00
			AMOUNT DUE AGENCY	\$2,000.00

Retain Bottom Half for Your Records!



#2

# A.F. Crissie & Co. Ltd.

I N S U R A N C E

June 2, 1995

College Reading & Learning  
Association C/O Sandra Evans  
847 Shawnee  
Houston TX 77034

Re: Policy# GL1435055 GENERAL LIABILITY  
Effective April 4, 1995 TO April 4, 1996

Dear Sandra

Enclosed is your General Liability Policy issued through Colony Insurance Company. We have received payment in full for the captioned policy.

I have reviewed the policy and find it in order in accordance with the application and informatio provided by you. Do go over the coverages though and if you do have any questions or if you find any discrepancies, please do not hesitate to call me.

Thank you for allowing us the opportunity to service your insurance needs for the coming year.

Sincerely,

*Karin B. Wyatt*  
Karin B. Wyatt  
Account Manager

## COMMON POLICY DECLARATIONS

POLICY NUMBER

☒ COLONY INSURANCE COMPANY

GL1-435055

☐ HAMILTON INSURANCE COMPANY

RENEWAL OF:

☐ FRONT ROYAL INSURANCE COMPANY

NEW

## 1. NAMED INSURED and MAILING ADDRESS:

College Reading and Learning Association  
c/o Sandra Evans  
847 Shawnee  
Houston, TX 77034

PRODUCER: C0344

Benchmark Management Group, Inc.  
1100 Jorie Blvd., Suite 126  
Oak Brook, IL 60521

2. POLICY PERIOD: From 4/4/95 to 4/4/96 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

## 3. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

## COVERAGE PARTS

## PREMIUM

☒ Commercial General Liability

\$ 2,203.

☐ Commercial Property

\$

☐ Commercial Crime

\$

☐ Boiler and Machinery

\$

☐ Commercial Inland Marine

\$

☐ Commercial Auto

\$

☐

\$

☐

\$

\* + 3% State Tax of \$106.85 + .3% Stamping Fee of \$2.20 + \$150. Countersignature Fee + \$100.

Premium shown is payable:

\$ at inception. \$

TOTAL  
POLICY  
PREMIUM

Policy Fee

\$ 2,203. \*

## 4. FORMS APPLICABLE TO ALL COVERAGE PARTS: (Show Numbers)

See U001 (1/95)

## 5. BUSINESS DESCRIPTION: Non-Profit Club

4/25/95-sl

Countersigned: \_\_\_\_\_

Date

CONTROL

128804

By: \_\_\_\_\_

Authorized Representative

# COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

This Coverage Part consists of this Declarations Form, the Common Policy Conditions, the Commercial General Liability Form and the Endorsements indicated as applicable. (See "COMMON POLICY DECLARATIONS" for items 1 and 2)

POLICY NO. GL1-435055 NAMED INSURED College Reading and Learning Association

## 3. LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations)	\$1,000,000.	
Products Completed Operations Aggregate Limit	\$ Excluded	
Personal & Advertising Injure Limit	\$1,000,000.	
Each Occurrence Limit	\$1,000,000.	
Fire Damage Limit	\$ 50,000.	Any One Fire
Medical Expense Limit	\$ Excluded	Any One Fire

**RETROACTIVE DATE** (CG 00 02 only) - Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown below.

Retroactive Date: **NONE** (Enter Date or "None" if no Retroactive Date applies.)

Location of All Premises You Own, Rent or Occupy (Same as Item 1 unless shown below):

**847 Shawnee, Houston, TX 77034**

CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE	ADVANCE PREMIUM	
				PR/CO	ALL OTHER
Clubs - Civic, Service or Social - No Buildings or Premises Owned or Leased Except for Office Purposes - Not-For-Profit only	41670	f) 1800	1.2238	Excl.	2,203.
				TOTAL \$ Excl.	\$ 2,203.

## 4. FORMS/ENDORSEMENTS APPLICABLE: IL 00 21

<b>TOTAL PREMIUM FOR THIS &gt; COVERAGE PART</b>	<b>\$ 2,203.</b>
--	------------------

**FORM OF BUSINESS:** ☐ Individual ☐ Joint Venture ☐ Partnership ☒ Organization (Other than Partnership or Joint Venture)  
Audit Period: Annual unless otherwise stated:



## SCHEDULE OF FORMS AND ENDORSEMENTS

(other than applicable forms shown elsewhere in the policy)

Forms and Endorsements applying to and made part of this policy at the time of issuance are designated by an [X]:

<u>Number</u>	<u>Edition Date</u>	<u>Title</u>
[X] IL0017	11/85	Common Policy Conditions
[X] IL0021	11/85	Nuclear Energy Liability Exclusion Endorsement - Broad Form
[X] U002	1/95	Minimum Premium Endorsement
[X] CG0001	10/93	Commercial General Liability Coverage Form
[X] CG2147	10/93	Employment - Related Practices Exclusion
[X] U003	1/95	Hazardous Materials Exclusion
[X] U004	1/95	Miscellaneous Exclusions Endorsement
[X] U005	1/95	Deductible Form
[ ] U005-CP	1/95	Deductible Form (Contractor's Prog. Only) \$
[ ] U030	1/95	Medical Payment Endorsement
[X] CG2135	10/93	Exclusion - Medical Payments
[ ] CP0010	10/91	Building and Personal Property Coverage Form
[ ] CP0030	10/91	Business Income and Extra Expense Coverage Form
[ ] CP0090	7/88	Commercial Property Conditions
[ ] CP1010	10/91	Causes of Loss - Basic
[ ] CP1020	10/91	Causes of Loss - Broad
[ ] CG0033	11/88	Liquor Liability Coverage Form
[X] CG2104	11/85	Exclusion - Products/Completed Operations
[ ] CG2133	11/85	Exclusion - Designated Operations
[ ] CG2134	1/87	Exclusion - Designated Work
[ ] CG2138	11/85	Exclusion - Personal Injury/Advertising Injury
[ ] CG2139	10/93	Contractual Liability Limitation
[ ] CG2144	11/85	Limitation of Coverage to Designated Premises or Project
[ ] CG2407	11/85	Products/Completed Operations Hazard Redefined
[ ] U006	1/95	Assault and Battery Exclusion
[ ] U007	1/95	Exclusion - Roofing Operations
[X] U008	1/95	Special Conditions Endt. - Subcontractors
[ ] U008-CP	1/95	Special Conditions Endt. - Subcontractors (Contr's Prog Only)
[ ] U018	1/95	Communicable Disease Exclusion
[ ] U028-P	1/95	Liquor Liability Coverage Declarations

# COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

## A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

## E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

## F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**NUCLEAR ENERGY LIABILITY EXCLUSION  
ENDORSEMENT  
(Broad Form)**

Endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage:"

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy insured by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured;" or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) procession or utilizing "spent fuel," or (3) handling, procession or packaging "waste;"
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment of device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive Contamination of property.

**MINIMUM POLICY PREMIUM**

**THIS ENDORSEMENT CHANGES THE POLICY,  
PLEASE READ IT CAREFULLY**

This endorsement sets forth the minimum earned premium for the policy. The minimum earned premium for this policy is calculated in accordance with the following:

- (1) The minimum earned premium for the policy period is the total policy premium as shown on the policy declarations page plus any premium adjustment by endorsements and any additional premium developed by audit.
- (2) Audits that indicate a return premium will not reduce the minimum as stated in paragraph (1).
- (3) If the insured cancels this policy, the return premium will be 90% of the unearned premium subject to a minimum of 25% of the minimum earned premium described in paragraph (1).
- (4) If the company cancels the policy for any reason, other than for non-payment of premium, then the insured will be returned the full amount of the unearned premium without any minimum premium restrictions.

Nothing in this endorsement changes any of the terms, conditions, and limitations of the policy except as stated above.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

## SECTION I - COVERAGES

### COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### 2. Exclusions.

This insurance does not apply to:

##### a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

##### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the insured would have in the absence of the contract or agreement.

##### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers Compensation and Similar Laws**

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

- (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
- (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**g. Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment".

#### **h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### **i. War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### **j. Damage to Property**

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

#### **k. Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **l. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **m. Damage to Impaired Property or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

**COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement.**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

**b. This insurance applies to:**

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services; but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions.**

This insurance does not apply to:

**a. "Personal injury" or "advertising injury":**

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**b. "Advertising injury" arising out of:**

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.



## COVERAGE C. MEDICAL PAYMENTS

### 1. Insuring Agreement.

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions.

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.

- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

### SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
5. All costs taxed against the insured in the "suit".
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

## SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. An organization other than a partnership or joint venture, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:

- (1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), or to a co-"employee" while in the course of his or her employment or while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees" or, if you are a partnership or joint venture, by any partner or member.

- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit.

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c. You and any other involved insured must:**

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us.**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance.**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### **5. Premium Audit.**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### **6. Representations.**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### **7. Separation Of Insureds.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us.**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **9. When We Do Not Renew.**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **SECTION V - DEFINITIONS**

1. "Advertising injury" means injury arising out of one or more of the following offenses:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. Misappropriation of advertising ideas or style of doing business; or
  - d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or

- (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
- (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
- 8. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection or engineering services.
- 9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 10. "Loading or unloading" means the handling of property:
  - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

13. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

14.a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned.

b. "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.

15. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

16. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

17. "Your product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (1) You;
- (2) Others trading under your name; or
- (3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

18. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

19. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. The following exclusion is added to paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section I - Coverages):

This insurance does not apply to:

"Personal injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

## **HAZARDOUS MATERIALS EXCLUSIONS**

THESE ENDORSEMENTS CHANGE THE POLICY. PLEASE READ THEM CAREFULLY.

### **TOTAL POLLUTION EXCLUSION ENDORSEMENT**

This insurance does not apply to:

- A. "Bodily Injury", "Property Damage", "Advertising Injury" or "Personal Injury" which would not have occurred in whole or part but for actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- B. Any loss, cost or expense arising out of any:
  - 1. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - 2. Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not such injury or damage is included within the "Products/Completed Operation Hazard".

### **LEAD CONTAMINATION EXCLUSION LEAD PAINT POISONING EXCLUSION**

- A. This endorsement excludes "Occurrences" at the insured premises which result in:
  - 1. "Bodily Injury" arising out of the ingestion, inhalation or absorption of lead in any form;
  - 2. "Property Damage" arising from any form of lead;
  - 3. "Personal Injury" arising from any form of lead;

4. "Advertising Injury" arising from any form of lead;
5. "Medical Payment" arising from any form of lead;
6. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
7. Any loss, cost or expense arising out of any claims or "Suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

B. This policy will not provide coverage for "Bodily Injury," "Property Damage," "Personal Injury," "Advertising Injury" or "Medical Payment" arising out of lead paint poisoning nor will the company have any duty to defend against claims, accusations or charges brought by or against any insured for actual or alleged damages arising out of lead paint poisoning.

#### **ASBESTOS EXCLUSION ENDORSEMENT**

The company shall have no obligation under this policy:

1. to investigate, settle or defend any claim or suit against any insured for any actual, alleged, or threatened injury arising out of, resulting from, caused or contributed to by asbestos or exposure to asbestos in any form; or
2. to pay any loss, cost, or expense arising out of:
  - a. abatement, mitigation, removal, or disposal of asbestos;
  - b. compliance with any governmental authority relating to asbestos;
  - c. any obligation to share damages with or indemnify another party who must pay damages because of injury or damage relating to asbestos.

This exclusion also includes any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above.

**MISCELLANEOUS EXCLUSION ENDORSEMENT**

**THESE ENDORSEMENTS CHANGE THE POLICY,  
PLEASE READ THEM CAREFULLY.**

**EXCLUSION - INTERCOMPANY PRODUCTS SUITS**

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard".

**PUNITIVE DAMAGES EXCLUSION**

This insurance does not apply to punitive or exemplary damages.

**USL&H, JONES ACT, MARITIME EXCLUSION**

"It is agreed that such coverage as is provided by this policy does not apply to offshore operations including, but not limited to drilling and production platforms, pipelines, and vessels. Such coverage does not apply to direct suits or indirect actions such as, but not limited to, subrogation involving USL&H, Jones Act, or other Maritime Laws".

**EXCLUSION - PROFESSIONAL SERVICES**

This insurance does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" due to the rendering or failure to render any professional service.

**DEDUCTIBLE LIABILITY INSURANCE**

This Endorsement, effective:                      M.                     , forms a part of

Policy No.:                      Issued To:                     

By:                     

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

<b>Coverage</b>	<b>Amount and Basis or Deductible</b>
-----------------	---------------------------------------

Bodily Injury Liability and Property Damage Liability Combined	\$( 500. ) per claim
---	----------------------

Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages, and coverages will be reduced by the amount of such deductible. "Aggregate" limits for such coverages shall not be reduced by the application of such deductible amount.

The deductible amounts stated in the Schedule shall also apply towards the investigation, adjustment and legal expense incurred in the settlement of claims.

The deductible amount stated in the Schedule apply as follows:

**Per Claim Basis** - the deductible is on a "per claim" basis, the deductible amount applies:

Under Bodily Injury Liability and Property Damage Liability Coverage combined to all damages because of "bodily injury" and "property damage" sustained by one person or organization as the result of any one "occurrence".

The terms of this insurance, including those with respect to:

- A. Our right and duty to defend any "suits" seeking those damages; and
- B. Your duties in the event of an "occurrence", claim, or suit;

apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim, suit, or related adjustment expense and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - COVERAGE C - MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description and Location of Premises or Classification:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule, coverage C. MEDICAL PAYMENTS (Section I) does not apply and none of the references to it in the Coverage Part apply.

The following is added to SUPPLEMENTARY PAYMENTS (Section I):

8. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION — PRODUCTS — COMPLETED OPERATIONS  
HAZARD**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

This insurance does not apply to "bodily injury" or "property damage" included within the "products — completed operations hazard."

**SPECIAL CONDITIONS ENDORSEMENT - SUBCONTRACTORS**

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective:

Issued To:

Endorsement No.:

By:

Policy No.:

Countersigned by: \_\_\_\_\_  
(Authorized Representative)

**THESE ENDORSEMENTS CHANGE THE POLICY.  
PLEASE READ THEM CAREFULLY.**

As a condition of coverage provided by this policy, it is agreed and understood that Certificates of insurance with limits of Liability equal to or greater than those specified below must be obtained for all subcontractors. These certificates must be obtained prior to the performance of any work on behalf of the Named Insured and must be maintained during the term of such work.

**LIMITS OF INSURANCE**

1. Coverage equal to the coverages provided by this policy.

OR

2.	General Aggregate Limit	
	(other than Products-Completed Operations)	\$
	Products-Completed Operations Aggregate Limit	\$
	Each Occurrence Limit	\$

\_\_\_\_\_  
Named Insured  
Authorized Representative

\_\_\_\_\_  
Date





#3

# A.F. Crissie & Co. Ltd.

I N S U R A N C E

June 6, 1995

College Reading and Learning Association  
c/o Sandra Evans  
847 Shawnee  
Houston, Texas 77034

RE: Directors & Officers

Dear Ms. Evans,

Back in April we submitted the original application for the captioned coverage to the company. This application is not the correct one for the company quoting this coverage.

Enclosed once again is an application that needs to be completed and signed and returned as soon as possible. The quotation received from the company for the Directors and Officers Liability is as follows:

Limit - Inclusive of defense cost - \$1,000,000 Aggregate  
\$1,000,000 Occurrence

Retention - Each Loss - 0/0/\$2,500

Annual Premium - \$1,555  
Policy Fee - \$ 100

This coverage is subject to a 25% Earned Premium in case of cancellation. The company furthermore indicates that if coverage is bound prior to receipt and acceptance of the application, A Past Acts Exclusion will be attached to the policy.

If you do wish us to bind coverage, please forward the annual premium in the enclosed envelope. You should already have received your General Liability Policy.

If there are any questions at all regarding the enclosed, please do not hesitate to call me.

Sincerely,

*Karin B. Wyatt*  
Karin B. Wyatt  
Account Manager

TIME CERTIFICATE OF DEPOSIT  
NOT NEGOTIABLE - NOT SUBJECT TO CHECK

THIS CERTIFICATE  
EVIDENCES A  
DEPOSIT IN THE  
NAME(S) OF:

COLLEGE READING AND LEARNING ASSOCIATION  
c/o College of the Mainland  
Sandra Evans, 1200 Amburn Road  
Texas City, TX 77591

Certificate Number 54007  
Account Number \_\_\_\_\_  
Date July 31, 1995

IN THE AMOUNT OF FORTY-THOUSAND AND NO/100 DOLLARS \$ 40,000.00

TERM, MATURITY AND DESCRIPTION: This certificate has a term of 1 year. It will (first) mature on July 31, 1996.

The minimum balance is \$ 1,000.00

INTEREST: Your deposit will earn interest at the rate of 4.50 % per year to the first maturity date. We calculate interest using the 365/ days per year method. We will compound interest (accrue interest on interest) quarterly

We will pay interest to the certificate of deposit

YOUR DEPOSIT WILL NOT EARN INTEREST AFTER THE MATURITY DATE UNDER THIS CERTIFICATE (UNLESS IT IS RENEWED).

RENEWALS: ☒ If checked, we will automatically renew this certificate on each succeeding maturity date. Each renewal term will be the same as the original term, beginning on the maturity date. We will not automatically renew this certificate (1) if you tell us not to do so, in writing, on or before the next maturity date; (2) if you present this certificate to us for payment (or other disposition) on or within 10 calendar days after the maturity date if it has a term of more than 31 days, and one calendar day if it has a term of seven to 31 days; or (3) not less than 14 days before a maturity date we mail to you a written notice of our intention to cash in this certificate on a maturity date.

SINGLE MATURITY: ☐ If checked, we will not automatically renew this certificate. It will mature once on the maturity date.

MAINLAND BANK  
29TH & PALMER, P.O. BOX 3057  
TEXAS CITY, TEXAS 77592-3057  
MEMBER FDIC

BY

ROBIN MOSS

Robin Moss

PERSONAL ACCOUNTS: You agree and intend the type of account selected and initialed below:

- ☐ Single-Party Account \_\_\_\_\_  
☐ Convenience Account (Single-Party only) \_\_\_\_\_  
☐ Multiple-Party Account-With Survivorship \_\_\_\_\_  
☐ Community Property Funds \_\_\_\_\_  
☐ Multiple-Party Account -Without Survivorship \_\_\_\_\_  
☐ Community Property Funds (no rights at death) \_\_\_\_\_  
☐ Trust: Separate Agreement \_\_\_\_\_  
Dated: \_\_\_\_\_  
☐ \_\_\_\_\_

The NUMBER OF ENDORSEMENTS needed for withdrawal or any other purpose is: one (1)

☐ REVOCABLE TRUST OR ☐ PAY-ON-DEATH DESIGNATION AS DEFINED IN THIS AGREEMENT

REVOCABLE TRUST OR PAY-ON-DEATH ACCOUNT BENEFICIARIES:

NONPERSONAL ACCOUNTS: Depositor is a:

- ☐ Partnership ☒ Corporation  
☐ \_\_\_\_\_

Authorization dated 07/27/95

95-3177158

SOCIAL SECURITY OR EMPLOYER'S I.D. NUMBER - A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

BACKUP WITHHOLDING - A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether). This certification is contained on the first copy of this form. Failure to provide this certification when required will cause us to withhold 31% of the interest earned (for payment to the IRS). Providing a false certification can result in serious federal penalties.

ENDORSEMENTS - SIGN ONLY WHEN YOU REQUEST WITHDRAWAL

X \_\_\_\_\_  
X \_\_\_\_\_  
X \_\_\_\_\_

This form contains the terms of our agreement with you. These terms cannot be varied orally. Handwritten and typewritten terms are presumed to be consistent with printed terms, but will control if clearly intended to vary the printed terms.

**DEFINITIONS:** "We" means this financial institution. "You" means the depositor(s). "Certificate" means both this original instrument as well as the deposit it evidences. "Transfer" means any change in: ownership, withdrawal rights, or survivorship rights, including (but not limited to) a pledge of this certificate as security for any obligation.

**PRIMARY AGREEMENT:** You agree to keep your funds with us in this account until the maturity date. (An automatically renewable certificate matures at regular intervals.) The interest rate we will pay on automatic renewals of this certificate will be the same rate we offer on new certificates on the maturity date which have the same term, minimum balance, and other characteristics as this original certificate. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. You may not transfer this certificate without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This certificate is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

No additional deposits to this certificate are permitted during a term. If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on the other side of this form. You must notify us of any change.

**WITHDRAWALS AND TRANSFERS:** Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or a pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on the other side in the section bearing the title " . . . Number of Endorsements . . . " This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

**PLEDGES:** Any pledge of this certificate (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary, or trust account beneficiary become effective. For example, if one joint tenant pledges the certificate for payment of a debt and then dies, the surviving joint tenant's rights in this certificate are subject first to the payment of the debt.

**ACCOUNT TYPES:** These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the reverse side. **Single-Party Account** - is owned by one person. At death of party, ownership passes as part of party's estate. **Convenience Accounts (single-party accounts only)** - This is a multiple-party account established in the names of the party and a co-signer. The designation of an authorized signer is for your convenience. An authorized signer is someone to whom you give all rights you have now or in the future to make withdrawals and deposits. Merely by designating an authorized signer you do not intend to give any ownership rights in the account. **Multiple-Party Account Without Right of Survivorship (as tenants in common)** - At death of party, deceased party's ownership passes as part of deceased party's estate. None of you intend (merely by opening this account) to create any right of survivorship in any other party. We encourage you to agree and tell us in writing the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal. **Multiple-Party Account With Right of Survivorship (joint, and not as tenants in common)** - At death of party, ownership passes to surviving parties. If two or more of you survive the deceased party, you will own the balance in the account as joint tenants with the right of survivorship and not as tenants in common. **Multiple-Party Account Without Right of Survivorship (Community Property Funds)** - Such an account is issued in the name of a husband and wife who intend and agree that any separate property in the account be transmuted (changed) into community property and that all the property in the account, including earnings, be held as community property without right of survivorship. **Multiple-Party Account With Right of Survivorship (Community Property Funds)** - Such an account is issued in the name of a husband and wife who intend and agree to fund the account with community property and hold the property with the right of survivorship. At death of either spouse, ownership will vest in and belong to the surviving spouse. **Pay-On-Death or Revocable Trust Designation** - If account is owned by one person, at death of party, ownership passes to POD (or trust) beneficiaries and is not part of party's estate. If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries acquire the right to

withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own the account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

**Trust Account Subject to Separate Agreement** - We will abide by the terms of any separate agreement which clearly pertains to this certificate and which you file with us. Any additional consistent terms stated on this form will also apply.

**Nonpersonal Account** - Such an account is issued in the name of a legal entity such as a corporation. We reserve the right to require the governing body of the legal entity to give us a separate authorization telling us who is authorized to act on its behalf. We will honor such an authorization until we actually receive written notice of a change from the governing body.

**SET-OFF:** You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal. The amount subject to set off is that proportion to which you are, or immediately prior to your death were, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

#### NOTICE OF PENALTY FOR EARLY WITHDRAWAL

Except as mentioned below, you cannot withdraw any principal from this account before a maturity date without our consent and we will charge a penalty. We can only consent to an early withdrawal at the time you request it.

**For an account with a term of 31 days or less, the penalty will be the greatest of: (1) all of the interest earned on the amount withdrawn from the most recent date of deposit or last renewal, (2) all the interest that could have been earned on the amount withdrawn during a period equal to one-half of the maturity period, or (3) seven days' interest on the amount withdrawn.**

**For an account with an original term of more than 31 days and up to and including one year, the penalty will be one month's interest on the amount withdrawn.**

**For an account with an original term of more than one year, the penalty will be three months' interest on the amount withdrawn.**

We will use the nominal (simple interest) rate in effect to calculate the penalty. We will charge the penalty first against any interest then in the account, and any excess will be deducted from the amount you withdraw.

**Minimum Balance Account:** If we require a minimum balance on this account, we may treat any withdrawal that reduces the balance below such minimum as a withdrawal of the entire balance and calculate the penalty accordingly.

**EXCEPTIONS:** We are permitted to allow an early withdrawal and waive the above penalty if:

- (1) any account owner dies or is declared incompetent, or
- (2) this is an I.R.A. or Keogh account and you are at least 59½ years of age or disabled at the time of the withdrawal request, or
- (3) this is an I.R.A. or Keogh account and the request for withdrawal is made within seven days of establishing the account. (The penalty in such case will be all interest earned on the amount withdrawn.)

## DEPOSIT SERVICES CERTIFICATE OF CORPORATE RESOLUTION

I, the undersigned, hereby certify to Mainland Bank that I am the (Assistant) Secretary of College Reading and Learning Association, a corporation (the "Company") duly organized and existing under the laws of the State of New Mexico; that the following resolutions were duly adopted by the Board of Directors of said Company (I) at a meeting, duly held at which a quorum was present, held on the 16th day of May, 1995, or (II) by unanimous consent of the Board of Directors of said Company effective on the 16th day of May, 1995, and that such resolutions have not been rescinded or modified and are in full force and effect:

RESOLVED, that Mainland Bank (herein called the "Bank") be and is hereby selected as a depository for the funds of this Company; that a checking and/or savings account(s) be opened and maintained in the name of this Company with the Bank on the terms and conditions from time to time adopted by the Bank as rules and regulations; that the officer(s) authorized to sign for this Company as specified below, or any one of them (herein called an "Authorized Officer") are authorized to open account(s), and to execute any agreement(s) or signature card(s) on behalf of this Company in connection with or in furtherance of these resolutions; and that said checking and/or savings account(s) may, in addition to the name of this Company, bear any designation agreed to by the Bank and any Authorized Officer(s) but all such account(s) shall be a general deposit account(s) of this Company regardless of any such designation;

FURTHER RESOLVED, that the following are Authorized Officers:

NAME	TITLE	SIGNATURE
<u>Tom Gier</u>	<u>Past President</u>	<u>Tom Gier</u>
<u>Sandra Evans</u>	<u>Treasurer</u>	<u>Sandra Evans</u>
_____	_____	_____
_____	_____	_____

FURTHER RESOLVED, that an Authorized Officer(s), acting jointly or individually, is hereby authorized to enter into agreement(s) and execute signature card(s) with the Bank, designating a representative(s) of this Company (herein called "Designee(s)") and authorizing such Designee(s) to withdraw funds of this Company from the Bank by check or other written order; and

FURTHER RESOLVED, that such Designee(s) listed on the said agreement(s) or signature card(s) is entitled to purchase time deposits of whatever kind or nature; to endorse checks, notes, bills, certificates of deposit or other instruments owned or held by this Company for deposit in said account(s), or for collection or discount by the Bank; to accept drafts, acceptances or other instruments payable at the Bank; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Company; and

FURTHER RESOLVED, that an Authorized Officer(s) is authorized to enter into said agreement(s) on behalf of this Company with the Bank setting forth the terms and conditions upon which the Bank will act upon requests or orders for the transfer of funds belonging to this Company and that such terms and conditions may authorize the Bank to act upon requests or orders received through a computerized communications system or received by voice (person-to-person or telephonic) communication including any transactions initiated through an electronic terminal, telephone, computer or magnetic tape including but not limited to point of sale transfers, automated teller machine transfers, direct deposits and withdrawals, telephone transfers, and telephone or terminal initiated wire transfers; and

FURTHER RESOLVED, that an Authorized Officer(s) when entering into said agreement(s) may specify means for authenticating or verifying requests or orders as those of this Company, may designate persons of this Company who may receive codes used to authenticate Company orders or who may initiate transfers by voice, electronic, or terminal communications and may provide that this Company relieve the Bank from liability if it acts in accordance with such agreement(s); and

FURTHER RESOLVED, that the Bank is hereby authorized to honor, receive, certify or pay all transactions acted upon in accordance with the foregoing resolutions even though drawn or endorsed to the order of any Designee(s) signing the same or tendered by him for cashing, or in payment of the individual obligation of such Designee(s) or for deposit to his personal account; that the Bank shall not be required to be under any obligation to inquire as to the circumstances of any actions taken in accordance with the foregoing agreements or to the application or disposition of any instrument or proceeds thereof; and that the Bank be authorized to accept any check or other instrument for deposit without endorsement and supply any endorsement for this Company on any check or other instrument tendered for any account of this Company with the Bank; and

FURTHER RESOLVED, that any of the Authorized Officers shall be authorized to sign for and receive the statements and cancelled vouchers of this Company or to appoint, in writing, agents to so sign for or receive such documents, and any of the Designees are hereby authorized to stop payment against checks of this Company and to bind this Company thereto; and

FURTHER RESOLVED, that any indebtedness created in connection with said account(s) by any of the Designees of this Company, whose signature(s) shall be required on checks or drafts or other orders of payment or fund transfers, shall be the debt of this Company; and

FURTHER RESOLVED, that the foregoing resolutions herein and the authority hereunder shall remain in full force and effect until a new Bank Certificate of Deposit Services Corporate Resolution approved by the Board of Directors of this Company and duly certified by the Secretary or Assistant Secretary shall have been received by the Bank, and the receipt of such notice shall not affect any action taken by the Bank prior thereto; and

FURTHER RESOLVED, that the Secretary or Assistant Secretary be and is hereby authorized and directed to certify these resolutions to the Bank and that the provisions hereof are in conformance with the bylaws and articles of incorporation or charter of this Company; and

FURTHER RESOLVED, that all acts, transactions or agreements including but not limited to wire transfer agreements, deposit agreements and signature cards undertaken prior to these resolutions by this Company in its name and for its account(s) with the Bank in connection with the foregoing matters are hereby ratified, confirmed and adopted by this Company.

I further certify that the foregoing resolutions and powers granted conform with the bylaws and articles of incorporation or charter of this Company now in force and effect.

IN WITNESS WHEREOF, I have hereunder set my hand and seal of this Company this the 27th day of JULY, 1995.

[Signature]  
Secretary or Assistant Secretary

CRLA BOARD  
TELECONFERENCE MINUTES  
August 8, 1995  
ATTACHMENT N  
1 page