

Board Meeting July 1, 1999, at Myrick Center, PA

Voting Board members in attendance: Gary Kraght, Eric Bone, Laurie Searle, Dick Neuburger, Frank Campbell, Liz Kotowski, Mike Minium, Al Petit, Frank Kuhn, Joanne Sankus, Nancy Koehler, Bruce McAlister, David Irving, Paul Regan, Michael Schneiderman. Also attending: Robin Shannonhouse (ExDir), Bruce Wolfe (IOF rep), Valerie Murray, Robert Buraczynski, Gale Tescheddorf, Barb Sleight, Walter Siegenthaler, Clare Durand, Chuck & Linda Ferguson, SM&L Berman, Mike Brooks, Cathy Yekenevitz

1. GK called the meeting to order. The minutes from the last meeting were approved 11-0.
2. Open forum speakers -- Bruce McAlister, Robert Buraczynski, Bruce Wolfe
3. Credentials Committee was announced by VP FK, members are Al Petit (chair), Joanne Sankus, Flo Williams. M&S to accept, approved 14-0.
4. GK asked for a straw vote on Bylaws amendment to be proposed to the AGM (attach #1).

Straw vote of voting Board members 11-1-2.

5. Approval of contract for magazine (attach #2) with changes of guarantee thru 2000 and 6-month notice for termination. Also, for each issue there is a guarantee of a minimum of 1000 mailing labels. Has already been approved by the ExCom. M&S for approval of contract. Discussion relating to ExCom concern over future option of electronic version of magazine. Consensus of ExCom was hard copy was necessary for the foreseeable future although electronic option will probably become viable sometime in the future. Question was called, vote for approval of contract 14-0.

NK expressed her positive view of the leadership role the Bermans have taken during their tenure as magazine publishers. GK called for a commendation of the Bermans for their work with ONA. 3 cheers followed.

1. Bid for 2000 Classic Champs, M&S for DVOA's bid of Nov 4-5, 2000, approved 13-0-1 (Laurie Searle abstaining).
7. 2 bids for the 2000 North American Champs Oct 28-29, 2000. Bids from HVO and QOC. Both clubs are interested in concurrent WRE event. M&S to approve HVO bid 6-4-4 (against Laurie Searle, Frank Campbell, Frank Kuhn; abstain Dick Neuburger, Liz Kotowski, Mike Minium, Al Petit). North American Champs awarded to HVO. PR, as sanctioning committee member, expressed the need to change the process of titling sanctioning requests as bid event names when the bids have not yet approved.

PR proposed a resolution thanking QOC for their bid and encouraging them to bid for other QOC. Resolution approved 13-0-1 (abstaining Bruce McAlister).

M&S to approve WRE application to the IOF for the US Champs & North Am Champs for 2000. Discussion. Motion withdrawn.

M&S: The ExCom is authorized to approve applications to the IOF for as many WRE events as we are allocated for the year 2000, approved 14-0.

8. Bid for 2000 Intercollegiate Champs for Apr 8-9, 2000. M&S to approve bid, 14-0.
 1. Bid for 2000 Short Course Champs. Item withdrawn off agenda.
 2. Proposal to amend the USOF membership application form. M&S: Newly-produced USOF membership applications shall have a line added for the applicant's occupation. Occupations and email addresses collected from USOF membership applications will be available for use only by the Executive Director of USOF and USOF Board members. M&S -- Amendment to indicate that email address and occupation information is optional.
Motions withdrawn. Item tabled by president.
1. USOF structure issues. GK discussed workshop on structure issues as info item.
M&S to give a hearty thanks to retiring Board members and alternates Jon Nash, Ian Tidswell, Gary Kraght, Betsy Hawes, Dick Neuburger, Wyatt Riley, Al Smith, Evan Custer. Unanimous.

12. M&S to adjourn.

Respectively submitted.

Robin Shannonhouse

Attachment #1

Proposed Bylaws change

Article VIII, section B.3 be amended to read as follows:

"3. The election of the President and the Recording Secretary shall occur in odd years and the election of the majority of the Vice Presidents shall occur in even years with the other Vice Presidents being elected in odd years. The Board of Directors, by majority vote, shall designate the year of election for the respective Vice Presidents and Vice Presidents whose year of election is altered by such designation may have their term of office lengthened or shortened as determined by majority vote of the Board of Directors."

Article VIII, Section C be amended to add the underlined language as follows:

"Term of Office: Except as otherwise provided in this Article, the term of office of each officer"

Attachment #2

Re: Agreement for USOF Use of Pages in, and USOF Member Subscriptions to, New National Orienteering Magazine

Ms. Donna Benevento

488 Thayer Pond Road

Wilton, Connecticut 06897

Dear Donna:

This letter sets forth the agreement between the United States Orienteering Federation (USOF) and you to provide for USOF use of pages in your new national orienteering magazine, and for subscriptions to your magazine as a benefit of USOF membership. I have been authorized by the Board of Directors to sign this letter on behalf of USOF, and it will be our agreement when you countersign it.

1. Background. You plan to publish a national magazine for orienteers in the United States. USOF wants to provide subscriptions to your magazine as a benefit of USOF membership, and wants to use a portion of your magazine to communicate with its members. USOF will pay you for these subscriptions, and supply editorial material for its pages in your magazine as set forth in this letter.

2. Publication of Magazine. You will own and publish a national orienteering magazine. Each issue will be published on paper in standard magazine format suitable for mailing to USOF members. Page size will be approximately 8-1/2 x 11, and each issue will have at least 28 pages plus a front and back cover. You will determine the name of the magazine. You may also publish an electronic version of all or a portion of the magazine. The content of the electronic version is not restricted to the content of the print version.

3. Publication Schedule. Timely publication of each issue is essential to our agreement with you. Your first issue will be dated October 1, 1999 and will be mailed not later than September 24, 1999. Thereafter, your magazine will be mailed at least five days before January 1, February 15, April 1, May 15, July 1, August 15, October 1 and November 15 of each year. You may publish additional issues in any year, but USOF's participation in those additional issues, and USOF payments for them, must first be agreed to in writing by USOF.

4. Editorial Control. Except as provided below with respect to the USOF pages, you will control the contents of the magazine and hold the copyright to the magazine and its contents. You also will control format and appearance of the magazine and its contents. You may publish both display and classified advertising. You will consider publication of reports and results of orienteering events of national and regional significance, but you are not required to publish them.

5. USOF Pages. Each year you will publish 40 pages of material supplied by USOF, to be allocated among the eight annual issues as USOF determines, plus as many pages as may be required to publish the national USOF rankings. USOF may use additional pages, and pay you at the rate per page which you are then charging USOF member clubs for advertising. USOF will control the content of the USOF pages and hold the copyright to them. USOF will not sell advertising space in its pages, but may mention business enterprises in the USOF pages. USOF will provide the text for its pages to you via email, and you will layout the pages as USOF specifies. USOF will preview the pages and provide corrections promptly. USOF will designate an editor for its pages. All material in the USOF pages must be approved by the USOF editor.

6. Deadlines and Timeliness. You will establish and observe clear deadlines for submission of material. The deadline for submission of USOF material will be no earlier than the deadline for material to be published elsewhere in your magazine. USOF will observe your deadlines. If you relax a deadline for any submission to the magazine, you will relax the USOF pages deadline to the same extent.

7. Mailing. At least seven days before the mailing date specified above for each issue, USOF will supply to you (1) one set of mailing labels, (2) one printed list of those labels, and (3) a computer readable copy of the list. To the extent USOF supplies the labels late, your mailing date may be delayed. You will comply with all United States Post Office rules and regulations for mailing. Copies of your magazine to USOF members will be mailed Periodical Class, or its equivalent, unless USOF directs mailing by another class and pays for the additional postage.

8. Payment. USOF will pay you \$2.16 (including postage) for each issue of your magazine mailed with a label provided by USOF. If postage rates change, the amount USOF pays you per issue will be changed in the amount of the change in postage. USOF will pay you promptly after receipt of your invoice for each issue. In addition, USOF will pay you (1) for additional USOF pages, and (2) for additional postage for copies of the magazine which USOF requests be mailed at a higher class, both as provided above.

9. Subscribers. USOF agrees that it will provide labels only for: (1) its members, (2) its member clubs, (3) exchange copies with other orienteering federations, and (4) sponsors or potential sponsors. You may sell your magazine to all other purchasers at such price and under such terms as you determine, provided that if you sell the magazine to any purchaser at a lower cost per copy than the price set forth in this letter for USOF subscribers, the price per copy to USOF will be reduced to that amount.

10. Cancellation. This agreement may be terminated by you or by USOF upon six months written notice.

11. Hold Harmless and Indemnity. If any third party makes a claim for injury of any kind resulting from the contents of your magazine, USOF will be responsible for claims arising out of material appearing in the USOF pages, and you will be responsible for claims arising out of material in the rest of your magazine. Whichever of us is responsible for the claim will indemnify and hold harmless the other for any costs and losses arising out of such claim.

12. Amendment. All changes to the provisions of our agreement set forth in this letter must be in writing, signed by you and USOF.

[signatures]

Back to [Minutes](#)