Ellen Wodiuk, CCE, ICCE
CFDD National Chairman

I hope that you are enjoying celebrating the holiday season. I know that Jim and I just purchased a huge teddy bear to put under the giving tree. We dressed it in a bright shirt and a festive scarf in hopes that it will light up a child’s eyes.

Let me share that it is such a pleasure to serve as your CFDD National Chair; it has been challenging and it will change me. It has opened my eyes to the needs of our membership. My hope is that we support one another, contribute information for the good of our membership, and in the face of diversity, we can continue to grow.

“If it doesn’t challenge you, it won’t change you” (Fred DeVito)

How many of you have felt challenged in the past few months? Has it changed how you feel, how your peers feel? I am hoping the answer is “yes.” I asked many of you to step out of your comfort zone and answer the call; you did not disappoint.

The mission of CFDD is to develop business leaders and the vision is to provide the avenue by which to accomplish that mission. By leading sessions at CFDD National in Omaha this year you broadened your own horizon and shared valuable knowledge and information with your peers. We are not all natural born leaders or speakers, but with the encouragement to spread our wings, we can become better at those skills. That is the point—to develop our skills to better serve ourselves, our employees and our membership. Attendees reaped the benefits and gained knowledge through networking and educational sessions.

The Mentors for Members program celebrated our VIPs who were first-time attendees at a CFDD National Conference. Thank you for attending and we hope to see you again. Mentors, thank you for sharing your time to make this program a success.

We were challenged to act out everyday events at one session—it showed just how different everyone’s situations are and how they can best be handled. The audience participation was an important part to get us all involved. Together, we raised funds for the CFDD Scholarship Fund, and had fun doing it. The reward is an opportunity to obtain education, national seminar experiences and networking, so please apply for CFDD National scholarships. The deadline is March 15, 2018.

The CFDD National Board of Directors still has work to do. Committees have been formed to review and revise, if necessary, the scholarship forms, possibly increasing amounts available for education and events. We have formed a three-year plan to carry through on membership enhancements. Our focus is our members, and we are listening to your feedback.

I had the pleasure of traveling to Portland, Oregon in October where I met with the Salam/Albany and Portland Chapter memberships. The Salem/Albany Chapter has closed its book on monthly meetings, but opened a new page by joining the Portland Chapter to continue their personal stories of education and membership. The Portland Chapter had a very interesting speaker, Cindy Robert, who spoke about Oregon public policymakers, legislative issues and lobbying experiences. They had two very large raffle baskets filled with all kinds of “City of Roses” goodies that raised a good amount of money for the scholarship fund.

Traveling like “Fast and Furious” I zoomed through Wichita in November and attended The CFDD chapter’s Super Session. (See photo with Ellen (in car) and Chris.) This was the only car other than a 15-passenger van available at the Wichita...
airport when I arrived. Six speeds didn’t stop Chris Birdwell, President of the Wichita Chapter, from trying to hitch a ride!

The Super Session speaker, Steve Dickie, character coach with Wichita State Men’s Basketball program was dynamic! He gave us many formulas for success in our lives, our professions and one message that really rang true for our CFDD family: “We are better together.” The Wichita Board members and I shared supper. I appreciated their time and interest in making CFDD the best it can be.

We all need to thank Wendy Mode, CCE, CICP, for sharing three years of her time to serve as our CFDD liaison to the NACM-National Board. Wendy represented us with her kind spirit and her Texas spunk. Her term will end in December, but she is enrolled in GSCFM—the Gradudate School program so her learning experiences are sure to continue. Marlene Groh, CCE, ICCE, will be our new representative starting in January.

Thank you to the CFDD National Board of Directors, Vice Chairs Val Hardesty, CCE, CICP, and Brett Hanft, CBA, and the NACM staff for helping to keep our organization strong and viable.

In closing, I feel thankful, grateful and blessed to have been given the opportunity and trust to lead our CFDD organization this year. It has been challenging, but it is very rewarding to share time, energy and enthusiasm for making this division of NACM dynamic.

**Member Viewpoint— Why Is Being New to CFDD Scary?**

Being new to anything may be scary, intimidating or overwhelming. Joining a local CFDD chapter is often no different. We join our local chapters as an avenue for networking, to be educated by guest speakers, attend conferences, be qualified for scholarship opportunities and much more. But, frequently I think we don’t just jump in and let local chapter members, officers, and others know what we need or how to get it. CFDD is here for you, our members. We have all been new to CFDD at some point, so don’t be shy. Ask questions of your leadership and fellow members. If you can’t find the answers, ask your national board members.

Get involved in your chapter. Be part of its success, not just by attending meetings, but by participating in fundraising events, providing ideas for increasing membership, volunteering for a committee or answering the call to a leadership role. We all come from different backgrounds and have attended a number of fundraising events. Maybe you have seen or participated in a unique one in your past. Talk to your fundraising chair about it. If your chapter doesn’t have a fundraising chair, talk with your chapter president.

We, as an organization have a wonderful opportunity to welcome new members all the time. Just because you are new, don’t be afraid to get your feet wet. I was approached at the end of my first CFDD Louisville meeting by a few of our past chapter presidents about running for vice president or president at our next election. This was in April and the nominations were in September. Knowing I was going to be as involved in my local chapter as I could be, I decided to accept the nomination for president and was elected. Remember, I had only been a member of CFDD Louisville for less than six months when I was elected.

Being elected president as a new CFDD member posed a few challenges, of course, but was a very rewarding and educational experience. During my two-year tenure as president, by using the networking opportunities available, I met some amazing people at CFDD National. The members of the board of directors, past national chairs and others offered advice, guidance and wisdom. Because of that, I decided to take the next step and applied to be a member of the national board of directors as an area director. I was elected to this position in June of this year, and it’s been quite an experience so far.

Why am I saying all of this? Basically, as in life—we get back what we put into it. CFDD is an amazing organization full of educational opportunities; both locally and nationally having the ability to network with some pretty great people. Be sure to attend your local chapter meetings, look into attending Credit Congress in Phoenix this coming June and CFDD National next September. Take advantage of all the opportunities available to you. Go to the CFDD National website and see what’s there. We offer many different educational options; the scholarship information is there as well. Don’t be shy about applying for a scholarship whether it be locally, a CFDD National scholarship or an NACM-National scholarship. These opportunities are there for you to take advantage of to further your education and network with other field professionals. Scholarships are available to attend Credit Congress and CFDD National, as well as to attain your certifications. Please check out the website and ask your local chapter officers for advice on how to get more involved and then JUMP IN.

*Submitted by Sam Clemons, Jr., CFDD National Board Member Area Director, President Louisville Chapter and Regional Credit Manager, Metal Sales Manufacturing Corp.*
For 122 years, the National Association of Credit Management (NACM) has presented the Credit Congress & Expo to business credit professionals from across the country. Credit Congress is the largest annual gathering of business credit professionals in the United States. Share with us the eclectic mix of urban energy and striking desert landscapes in Phoenix. Bask in its golden rays as NACM hosts its 122nd Credit Congress & Expo, June 10-13, 2018.

Visit creditcongress.nacm.org for registration and program details.

Annual CFDD Luncheon at the 2018 Credit Congress
11:45am–1:45pm
Tuesday, June 12
**ARTICLE 3: NEGOTIABLE INSTRUMENTS (2002)**

**Specific Requirements**

Article 3 does not apply to money, to payment orders governed by Article 4A, or to securities governed by Article 8. It covers negotiable drafts and notes, including checks, money orders, and negotiable certificates of deposit. A negotiable instrument (previously referred to as “commercial paper”) is defined as an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if specific requirements are met.

The essential element of a negotiable instrument is that it can be transferred or negotiated. Negotiation is merely a type of transfer where the transferee becomes a holder. The negotiation of an order instrument is accomplished by an endorsement of the instrument while a bearer instrument is negotiated by mere delivery. The implication is that negotiable instruments are equivalent to cash; the possession of the instrument enables it to be used for transactions.

The negotiable instrument must: (1) be payable to bearer or to order at the time it is issued or first comes into possession of a holder; (2) be payable on demand or on a definite date; and (3) not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money.

**Liability of Parties**

Liability can arise in two contexts, contractually or by a warranty. Contractually, the liability of an endorser is set out in Section 3-415, which essentially provides that the endorser guarantees to pay the instrument upon dishonor and presentment. In most cases, an improper endorsement is effective, and the loss is borne by the drawer of the check rather than by the payee.

Concerning the warranty, Section 3-416 provides that the transferor of the instrument grants an implied warranty that: (1) they have good title; (2) all signatures are genuine and authorized; (3) the instrument has not been altered; (4) no defense of any party is good against them; and (5) they have no knowledge of bankruptcy proceedings against the maker of the instrument. Violation of any of these warranties can impose liability upon the transferor.

**Discharge**

Section 3-602 permits the liability of any party to be discharged by payment to the holder, despite that party’s knowledge of an adverse claim (thus preserving the payor’s credit standing) unless the adverse claimant supplies indemnity.

**ARTICLE 4: BANK DEPOSITS AND COLLECTIONS (2002)**

This Article covers such matters as deposits and collection of checks and other negotiable instruments, the relationship between a bank and its customers, and the dealings between banks. It encompasses practically every “item,” which is broadly defined as “an instrument or a promise or order to pay money handled by a bank for collection or payment,” that passes through banks for the purpose of presentment, payment, or collection (§4-104).

**Final Payment of Checks**

One of the most important problems in the bank collection process is the establishment of the precise time when a check is deemed to have been finally paid by the drawee bank. Section 4-213 provides that payment is final when the payor bank pays cash to the holder over the counter, viz., at a teller window. When a check is sent through the mail to the payor bank, the Code requires a revocation of the provisional credit by the “midnight deadline.”
An alternative point of final payment, after which a check may not be returned, is the “posting” of the check by the payor, i.e., the mechanical act of debiting the drawer’s account. The point in time after which a stop-payment order from the drawer or attachment of the account by the drawer’s creditors is effective is established as the time of “sight posting” the item to the account of the drawer (§4-303). The check does not actually have to be posted in order for there to be a final payment of a check. A bank may otherwise evidence its intention to pay the item. This is what is referred to as “sight posting” (§4-303). In the collection process, this occurs when a clerk has placed the check in a stack to be sent to another office for final posting, and this alternative point is based on the practical difficulty of preventing the payment after this time.

**ARTICLE 4A: FUNDS TRANSFERS (2012)**

Article 4A applies to wholesale wire transfers, including those over CHIPS and Fedwire, and to automated clearing house (ACH) credit entry transfers through a “bank” (i.e., a Federal Reserve Bank, commercial bank, savings and loan association, credit union, or other entity engaged in the business of banking), but does not cover non-“bank” wire transfers. Checks, credit card sale drafts, ACH debit entries, and other “debit” transfers are excluded from coverage.

The article imposes various obligations on particular parties to a funds transfer. For example, it imposes a duty on the beneficiary’s bank and, in some circumstances, a prior bank, to provide timely notice of rejection of a payment order, a duty on the beneficiary’s bank to give notice to the beneficiary of receipt of a payment order within certain time limits, and a duty on an originator or other sender of a payment order to report unauthorized or erroneously issued orders.

**ARTICLE 5: LETTERS OF CREDIT (1995)**

The commercial letter of credit has been employed principally in international trade where the seller is willing to ship goods only on the credit of a known bank that promises to pay the purchase price upon the receipt of specified documents that evidence shipment of the goods.

Article 5 fostered the invention of the “standby” letter of credit as a means for banks to effectively guarantee the performance of their customers. Like commercial letters of credit, standby letters of credit are payable upon presentation of documents, but the documents do not necessarily have anything to do with a sale of goods or provision of services. Rather, they generally evidence non-performance of an underlying contract.

In order for a letter of credit to serve its essential risk-shifting function, the bank is legally divorced from matters relating to the underlying contract, such as the quantity and quality of the goods. Thus, under the Code, the issuing bank’s liability to pay and its entitlement to reimbursement from its customer become absolute upon the receipt of the documents required (§5-108). If the bank is notified prior to payment that the documents are forged or there is fraud in the transaction between the buyer and seller, the bank is given an option to honor the draft or demand for payment unless the customer has obtained a court injunction against the issuer’s exercise of its option (§5-109). Those employing a letter of credit should note that the most frequent reason for denial is discrepancies or errors in the letter of credit.

**ARTICLE 6: BULK SALES (1989)**

Repealer of Article 6—Bulk Transfers and [Revised]
Article 6—Bulk Sales (States to Select One Alternative)

The original bulk sale law contained in Article 6 of the UCC was disfavored by business people almost from its inception. Even as the Commission on Uniform Laws was attempting to revise Article 6 so that it would be more acceptable to business people, many states were determined to repeal Article 6 in its entirety.

In the states in which it remains in effect, Article 6 seeks to protect creditors of a merchant by voiding a bulk transfer of his merchandise out of the ordinary course of trade, unless the transferee gives notice of the contemplated transfer to all known creditors at least 10 days before they take possession.

**ARTICLE 7: DOCUMENTS OF TITLE (2003)**

Article 7 repeals and modernizes the half-century-old Uniform Warehouse Receipts Act (UWRA) and the Uniform Bills of Lading Act (UBLA) and integrates the statutory treatment of these documents. Some new coverage is included to cover modern shipping and the storage practices that were not contemplated by the original Uniform Acts, such as bonded storage required by federal or state statute and air bills and problems that arise under modern high-speed air or truck transportation.

Many of the familiar negotiable instruments rules apply where a document of title is negotiable and is taken by “due negotiation.” A new requirement, however, is that negotiation must be in the “regular course of business or financing” in order for the transferee to take the instrument free of defenses and claims of ownership to which his transferor is subject. To qualify, the person making the transfer must be a person in the trade and the nature of the transaction must be a usual and ordinary transaction in which documents are transferred (§7-501).

**Reminder to All CFDD Chapters**

As CFDD chapters elect new boards of directors, please keep CFDD National in the loop! Please send an email to National (cfdd@naom.org) with contact information for all newly installed board members. We appreciate your help in this matter.
ARTICLE 8: INVESTMENT SECURITIES (1994)

Article 8 extends statutory coverage to registered bonds and other types of investment paper not covered by any other uniform act. The basic policies of free transferability and protection to a holder underlying the negotiability law of securities are similar to those of Article 3, but without the formal prerequisites of negotiability required by the Negotiable Instruments Law and Article 3 of the Code. Thus, a bona fide purchaser of securities is similar to a holder-in due-course in negotiable instrument law in that they take free of defenses and adverse claims of ownership. Similar to the rule of forged commercial paper, no holder has a right against an issuer of a counterfeit security or one on which the validating signature is unauthorized. Under Section 8-205, however, an unauthorized signature is valid in favor of a good faith purchaser for value when it is of a person entrusted by the issuer with signing the security or an employee entrusted with handling the security. Section 8-206 follows the change in the law of negotiable instruments under Article 3, and protects a purchaser for value without notice of incorrectness from the defense of improper completion where blanks are left upon the issue of a security.

ARTICLE 9: SECURED TRANSACTIONS (2013)

UCC Article 9 contains the rules for obtaining a security interest in personal property and fixture collateral. A credit grantor needs to be familiar with the law of secured transactions for two very important reasons. First, a credit grantor must satisfy all of the requirements of Article 9 in order to obtain a valid and perfected security interest in all of the collateral securing payment of its claim against its customer or the performance of the customer’s obligations. Second, a credit grantor also must determine whether a secured creditor of its customer has satisfied all of the requirements for obtaining a perfected security interest that would confer upon it priority over junior secured and judgment creditors and a bankruptcy trustee.

A security interest is an interest in personal property created by the debtor to secure repayment of a debt. A security interest is consensual and requires that the debtor authenticate a security agreement that describes the goods to be covered, known as the collateral. A security interest attaches when the security agreement is executed and the debtor acquires rights in the assets subject to the security interest.

A security interest is perfected when the secured creditor either takes possession or control of the collateral or files a proper financing statement under the UCC with the appropriate state authority, or both. In a limited number of cases, perfection is obtained through compliance with other state or federal law. Proper classification of the collateral into the appropriate category is essential since the proper means of perfection is based upon the classification of collateral. As a general rule, competing security interests have priority in the order they are perfected, or, if all competing interests are unperfected, in the order in which they attached.

Excerpted from the NACM Manual of Credit and Commercial Laws, Volume II, Commercial and Consumer Credit Topics, Chapter 3, The Uniform Commercial Code: An Overview. For the full text of this chapter or information on contracts, credit applications, secured transactions, bad check laws, negotiable instruments, bankruptcy, antitrust, escheatment, letters of credit, SOX and many other relevant topics, please consult the Manual. The current edition of all four volumes of the Manual of Credit and Commercial Laws is available at the NACM Bookstore.

CFDD Newsletters

Did you know that you can access not only the National CFDD newsletters, but also other chapter newsletters from the National CFDD website? Need a fresh topic for an upcoming meeting or a new fundraiser idea? Is your chapter ready to launch its newsletter, but needs some direction? Check out what other chapters are doing by logging onto the CFDD Members Only Area and clicking on Chapter Newsletters from the menu on the right.

Member Viewpoint—Thoughts From CFDD Representative to NACM Board of Directors

These last three years have flown by. It has been such an honor to have served our CFDD membership as their representative on the NACM-National Board. You learn so much about the organization and the people who work to make it run smoothly and seamlessly. I highly encourage and recommend serving; whether it is your local CFDD chapter, local affiliate, National CFDD or NACM-National Board. … SERVE!

Not only are you afforded the opportunity to serve and give back to your organization, but you will meet and work with some amazing peers throughout your journey. The ability to increase and expand your networking contacts beyond your circle is priceless.

CFDD has something unique that you simply cannot find in many organizations. We, as members, have a passion for our organization, our professional development and our peers. Not to mention, we can fundraise for scholarships like crazy!

While it will definitely be an adjustment in 2018 by not serving on the board, I will still remain active by offering to mentor and participate when possible. I appreciate all your support and encouragement along the way. Please support Marlene Groh, CCE, ICCE as she takes on this journey in January for the next three years.

Best wishes for a healthy and happy 2018!

Submitted by Wendy Mode, CCE, CICP, past CFDD Member Representative to NACM-National Board of Directors, member Dallas/Ft. Worth Chapter and Corporate Credit Manager, RSR Corporation.
CFDD National’s Educational Programs

Now available, CFDD National’s programs free of charge! Program topics include:

- Credit Jeopardy
- Financial Statement Analysis and Credit Scoring
- Human Resources and the Credit Manager
- Internal Controls
- Mentor Training Workshop

These programs can be conveniently downloaded from the CFDD Members Only Area of the CFDD National website.

Please check out these timely resources!

Chapter News

The Wichita Chapter held their “Super Session” in November with Steve Dickie as the speaker. The chapter was pleased to raise $500 for the education fund.

Success and Significance in Leadership

Steve Dickie works with Nation of Coaches, a national organization that helps college basketball programs teach character. Steve is also the Character Development Coach for the Wichita State Shockers Men’s Basketball team. He assisted Coach Gregg Marshall with his program for six years. Steve has been featured on ESPN and written about in Sports Illustrated and several national and regional publications including the Wichita Eagle, Kansas City Star, St. Louis Post-Dispatch and the Kansas Leadership Journal.

Steve is passionate about creative leadership, discovering the simple in the abstract, exploring new ways to do old things, empowering the extraordinary out of the ordinary and helping people align their abilities and talents with a purpose bigger than themselves. Steve has written six books and for numerous periodicals. He has been a popular speaker at conferences, churches, schools and universities, as well as corporate, business, leadership and community groups.

Steve is a very high energy, motivational speaker. He captivated the audience with his contagious personality and stories from inside the Shockers’ locker room after both victories and defeats.

Here are the main points of the presentation:

Better Together

Character: Meeting a mark aka an honor … defined as weight or value
• Grows over time through cultivation in yourself and by others
• Takes time—the difference between training vs. trying
• Takes an internal investment to grow
• 10% vs. 90% glacier effect/TRUE character lies beneath

Five Character Principals:
1. Service: Be kind to others and encourage them with a servant attitude
2. Gratitude: Reflect and recognize with joy others’ achievements
3. Celebration: Embrace your victories short term and then focus on the next challenge

4. Respect: Stop and listen/keep promises. (Ask attendees to grab the button out of their baggy and place in their pocket as reminder to “button” their lips and truly listen when someone is talking to them.)

5. Adversity: The cornerstone of character development—if you are not uncomfortable, then you are not growing!!!

Steve gave the chapter two challenges: focus and influence others. Focus on the 86,400 seconds in a day on gifts, talents you or others may have.

Steve had everyone’s attention from beginning to end. If you ever have a chance to hear him speak you won’t be disappointed.

Comments from attendees:

“Knocked it out of the park; bringing Steve in.”

“Best Super Session yet.”

“Going to be hard to outdo next year.”

“Immediately applicable—both personally and professionally.”

Submitted by Cindy Overeem, member Wichita Chapter and Credit Analyst, Pioneer Balloon Co.
CFDD is a leader in providing scholarship opportunities for our members.

On the Chapter Level for 2016-2017:
• 28 scholarships were awarded
• Scholarships totaled $10,608

On the National Level for 2016-2017:
• 34 scholarships were awarded
• Scholarships totaled $14,248

Combined Chapter and National Totals Since 1990:
• 7,788 scholarships awarded
• Scholarships now total over $1.8 million

Scholarships are offered in the following categories:
• CFDD National Conference Fees
• NACM Credit Congress Registration
• Designation Application Fees
• School Registration Fees
• Self-Study Courses
• NACM Credit Learning Center Designation Exam Review Package

Scholarship applications are available on the CFDD website.
• Application must be typed or computer generated
• Scholarships are valid for 12 months following the award date
• Applications must be signed by the member
• Deadline is March 15, 2018

Contact the national office, your National CFDD Board Members or your chapter president for additional information or assistance. We are here to serve you!

INVEST IN YOURSELF!
You are invited to participate in the monthly Credit Managers’ Index (CMI) survey of U.S. credit and collection professionals. Each time you take the survey, you receive 0.1 point toward your NACM Career Roadmap. Contribute to the CMI and have your experience count.

The results from the survey are processed and presented each month in NACM’s eNews and Business Credit magazine and at www.nacm.org. Since its inception, the CMI has been a startlingly accurate economic predictor, most notably proving its worth during the recession.

The survey asks participants to rate whether factors in their monthly business cycle—such as sales, new credit applications, accounts placed for collections, dollar amount beyond terms—are higher than, lower than or the same as the previous month. The results reflect the entire cycle of commercial business transactions, providing an accurate, predictive benchmarking tool.

All credit and collections professionals are invited to take the survey each month during the time frames listed below. NACM membership is not required.

Read more about the CMI here.

Upcoming Survey Dates

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<th>CMI Timeline</th>
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CFDD Mission Statement
The mission of the NACM Credit and Financial Development Division is to develop tomorrow’s business leaders through core offerings.

CFDD Vision Statement
To be a leading provider of professional development opportunities through learning, coaching, networking and individual enrichment.
CFDD Logo Items

Searching for that perfect gift that combines practicality, value and pride? Look no further than CFDD’s extensive selection of logo items! From pens to mugs, CFDD logo items can satisfy even the most discerning recipient. They also make great gifts for speakers and special guests. Don’t delay! Browse the CFDD logo item web pages, part of the online NACM Bookstore, and purchase merchandise that reflects your investment in the CFDD professional credit community!

CFDD logo items currently available:

- Cell Phone Power Bank ($18)
- Luggage Grip ($2)
- Stylus Twist Metal Pen ($10)
- Translucent Blue Pen ($1)