

CHAPTER III – ADMINISTRATION

A. UNITS

Section 1 – Unit Jurisdiction and Relationship to ACBL

- 1.1 The geographical area within which the Unit shall have jurisdiction shall be such area as is presently or may in the future be assigned to it by the Board of Directors of the ACBL.
- 1.2 The relationship between ACBL and each of its chartered units is that of independent organizations.
- 1.3 Unit Agreement -The application for and acceptance of a charter constitutes an agreement to the following:
 - 1.3.1 Units of the American Contract Bridge League (ACBL) are authorized by and accountable to the ACBL Board of Directors and ACBL management in the operation of sanctioned bridge activities by means of a charter process.
 - 1.3.2 Units must be organized and operated in accordance with the purposes of ACBL.
 - 1.3.3 They must comply with ACBL Bylaws, rules and regulations, as well as with all governmental (national, state, provincial and local) laws, rules and regulations. Failure to comply may result in censure, suspension, expulsion or other discipline in accordance with regulations established by the ACBL Board of Directors.
 - 1.3.4 The relationship of the ACBL to each of its chartered Units is that of an independent organization. This relationship shall not create any association, joint venture, partnership or agency relationship of any kind between a Unit and the ACBL.
 - 1.3.5 Unless expressly agreed to in writing, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting its activities or to represent to any third party that either is an agent of the other.
 - 1.3.6 A Unit warrants that it is incorporated as a nonprofit corporation in good standing or that it is an unincorporated association in good standing as defined by the state or other government authority in which the Unit has its primary place of business, and that it shall remain in good standing.
 - 1.3.7 A Unit shall support the mission, vision, goals and objectives of the ACBL as appropriate to the Unit.

- 1.3.8 A Unit accepts and acknowledges that it has been granted a conditional Charter under the authority of the ACBL. Further, this Unit accepts and acknowledges that the privileges granted to the Unit under this conditional Charter may be withdrawn according to the rules and regulations of the ACBL.
- 1.3.9 A Unit shall bear sole and complete responsibility and liability for its financial affairs. On an annual basis, any excess of unit revenues over expenditures shall remain under the control of this Unit. This Unit also shall bear sole and complete responsibility for any deficit of unit revenues over expenditures.
- 1.3.10 By acceptance of its portion of membership dues reimbursement, each existing chartered unit shall re-affirm its agreement to the above.
- 1.3.11 Management is authorized require, at its discretion, business between ACBL and Units to be conducted electronically.

Section 2 – Unit Requirements, Privileges and Responsibilities

- 2.1 A unit functions as an organization chartered by ACBL, which, in accordance with its charter, supervises and promotes many, but not all, aspects of ACBL bridge within its boundaries. It has the exclusive right to conduct all sectionals held within its territory. In addition, it may obtain sanctions from ACBL to organize and conduct other games such as unit championships, unit-wide games, unit charity games and extended team events, and club games.
- 2.2 Unit Requirements – A unit must meet the following ACBL requirements to receive and maintain its ACBL charter:
 - 2.2.1 Hold an annual membership meeting.
 - 2.2.2 Produce a written annual financial statement and make it available to its district director and any of its members upon request.
 - 2.2.3 Adopt bylaws that are consistent with those of ACBL and file a copy with ACBL. On request, ACBL will provide copies of typical unit bylaws.
 - 2.2.3.1 It is ACBL policy that unit bylaws and any subsequent amendments, deletions or additions be approved by the unit's membership.
 - 2.2.4 Conduct at least one sectional tournament every two years. (A waiver, for cause, may be granted by the district.)
 - 2.2.5 Select a standing disciplinary chairperson and otherwise comply with Section 1.1 of the ACBL Code of Disciplinary Regulations.

- 2.2.6 Elect a unit board of directors in accordance with its bylaws.
 - 2.2.7 Process reports of alleged cheating by use of signals, other unauthorized information, other forms of cheating, or serious breaches of ethics by participants in sanctioned games at clubs under its jurisdiction, and discipline members guilty of such conduct in a manner fully consistent with the ACBL Code of Disciplinary Regulations.
 - 2.2.8 Select a designated unit electronic contact (UEC).
 - 2.2.9 Designate a member to serve as a liaison with the ACBL for the purpose of furthering educational programs.
 - 2.2.10 Units are strongly urged to conduct an annual audit of their financial records. If an external audit by an independent professional is deemed too expensive, it is recommended that units appoint an internal audit committee to, as a minimum, verify cash and cash equivalents and test major income and expense items.
- 2.3 Unit Privileges - As an organization chartered by ACBL, the unit has certain privileges. The Unit receives a share of ACBL membership fees as established by the ACBL Board of Directors and may:
- 2.3.1 Conduct up to 24 unit championship sessions per year.
 - 2.3.2 Hold up to four sectional-rated charity sessions per year.
 - 2.3.3 Run games on behalf of ACBL and/or the district where there is a void.
 - 2.3.4 Participate in elections for District Director, First and Second Alternate Directors and Board of Governors Representatives.
 - 2.3.5 Units will receive 11% of full dues payments and Life Master Service fees paid by their members.
- 2.4 Unit Activities - A unit is encouraged to carry out the following:
- 2.4.1 Conduct sectional tournaments and regional and/or NABC tournaments when authorized by the district.
 - 2.4.2 Perform basic marketing functions as established by the ACBL Board of Directors.
 - 2.4.3 Encourage people to conduct ACBL-sanctioned club games within the unit.
 - 2.4.4 Promote the development and enrollment of bridge players as members of ACBL.

- 2.4.5 Promote interest in duplicate bridge by providing a continuous and attractive program of bridge events to supplement those offered by clubs with sanctioned games.
 - 2.4.6 Cooperate with the district and ACBL in the promotion of district-wide and ACBL-wide tournaments.
 - 2.4.7 Establish and maintain amicable relations with neighboring units, the district and conferences, thus fostering cooperation on matters of mutual interest.
 - 2.4.8 Select people to fill the positions of Education Liaison, Tournament Coordinator and Intermediate/Newcomer Coordinator.
 - 2.4.9 Conduct other activities in keeping with its purposes
- 2.5 Loss of Unit Status and Privileges
- 2.5.1 Units must comply with the requirements set forth in I above. Failure to do so will result in an initial penalty of the withholding of a Unit's share of membership dues and service fee rebates until it is in compliance with this regulation. Continuation of non-compliance may result in further action up to and including revocation of the Unit's Charter.

Section 3 – Unit Formation, Boundary Change or Dissolution

- 3.1 The following actions require that the opinion of the affected membership about a proposed change be expressed through petition or a special election which may be conducted by mail or email.
 - 3.1.1 The formation of a new unit.
 - 3.1.2 The movement of part of a unit to another unit or a unit from one district to another.
 - 3.1.3 The consolidation of two or more units (or parts thereof).
- 3.2 Forming a New Unit
 - 3.2.1 There must be at least 100 current ACBL members in the geographical area of the proposed new Unit and also, the area must contain satisfactory facilities for the hosting of at least one Sectional tournament annually.
 - 3.2.2 A petition must be drafted containing the specific geographical boundaries and zip codes of the proposed new Unit.
 - 3.2.3 Such a geographical area may not isolate any “islands” of ACBL members from their Unit of affiliation.

- 3.2.4 The petition must contain only signatures of current ACBL members residing in the geographical area set forth in the petition
 - 3.2.5 The reason for requesting the formation of the new Unit should be specified.
 - 3.2.6 Upon receipt of the petition at ACBL, the ACBL membership status for each signature will be verified. If the number of valid signatures proves to be a majority of the ACBL membership in the area requesting a change of status, the following will occur:
 - (a) The Units involved will be advised of receipt of the petition and their approval requested.
 - (b) approval of both the District Organization and the District Director will be sought.
 - (c) the final decision rests with the ACBL Board of Directors, in whose name all Unit Charters are issued.
 - 3.2.7 If a Unit is divided so as to form a second Unit, assets of the original Unit are subject to division on an equitable basis. If an equitable division of assets cannot be reached voluntarily by the parties and mediation by the District fails, both parties shall submit to binding arbitration. All costs for the arbitration process shall be paid for from Unit funds.
- 3.3 Unit Transfers and Boundary Changes
- 3.3.1 In general, areas for transfer from one Unit to another should follow county lines. An area seeking to transfer to an adjacent Unit must include all counties between the proposed area for transfer and the existing area of the Unit being joined. It is not permitted to transfer an area to a Unit if such transfer would create an island.
 - 3.3.2 A majority of the current ACBL members living in the area to be transferred must sign a petition expressing their wishes to be transferred.
 - 3.3.3 The petition must state the reasons for the proposed transfer and must include the addresses and ACBL player number of those members signing.
 - 3.3.4 The boundaries of the proposed area of transfer must be included on the petition as well as all zip codes in the proposed area to be transferred.
 - 3.3.5 Upon receipt of the petition, ACBL will verify the signatures thereon

in order to assure that a majority of the ACBL members in the proposed area of transfer has signed the petition requesting a transfer of Unit affiliation.

3.3.6 The ACBL will contact the parent Unit, the Unit of proposed affiliation, the District Organization and the District Representative to the ACBL Board of Directors seeking the opinion of each regarding the proposed transfer. Should all parties agree that it is in the best interests of all concerned to effect the proposed transfer, the ACBL will take the necessary steps to make the change including ACBL Board of Directors approval. All parties will be informed of the effective date of transfer and new Charters distributed. Should either the Unit or the District Organization disagree as to the proposed transfer, the matter will be referred to the ACBL Board of Directors for final disposition.

3.3.7 When a segment of 20% or more of a Unit membership is transferred to another Unit, assets of the Unit are subject to division on an equitable basis. If such division of assets cannot be reached voluntarily, and if mediation by the District fails, both parties shall submit to binding arbitration. All costs for the arbitration process shall be paid for from Unit funds.

3.4 Unit Dissolution

3.4.1 If a Unit chooses to dissolve it should take the following steps:

3.4.1.1 Notify ACBL and the appropriate District Director of the intent to dissolve.

3.4.1.2 Apprise ACBL of all Unit assets and liabilities.

3.4.1.3 Apprise ACBL of one of the following:

- a. With which unit or units the dissolving unit wishes to merge.
- b. To which other units the unit members wish to be reassigned.
- c. There is no preference for reassignment.

3.4.2 Assets of the Unit will be distributed according to relevant law.

3.5 Resignation of a Unit Board

3.5.1 If there is no effective governing body of a Unit, whether because of suspension, expulsion, revocation of charter, resignation of the Unit Board, refusal to act, or for any other reason, the CEO of the ACBL shall appoint an Administrator or an Administrative Board to conduct Unit business, to provide for custody of the Unit's assets and to arrange for the resumption of the conduct of the Unit's affairs by a properly elected Board of Directors.

Section 4 – Unit Games and Tournaments

4.1 Tournaments

- 4.1.1 Units bear the full responsibility for Sectional Tournaments sanctioned to them, regardless of the actual individual or group undertaking Management functions.
- 4.1.2 Sponsoring organizations are required to pay the Director- in-Charge all funds due the ACBL at the conclusion of the tournament.

4.2 Games

- 4.2.1 Any Unit holding a regularly sanctioned Newcomer game is permitted to conduct a Newcomer Membership Game on the same basis as any other sanctioned club.
- 4.2.2 A qualified Unit may combine with another qualified Unit to hold a combined Unit-wide game. The game will be charged against the quotas of each Unit. Unit-wide championships may be conducted as stratified events.
- 4.2.3 A Unit that is late in reporting Unit-wide games or Unit Special games will be notified that ACBL has not received the report and monies due. Failure to submit the reports and monies due may subject the unit to late fees and/or all subsequent Unit games may be suspended until the appropriate report and monies are received at Headquarters.
- 4.2.4 A minimum of five tables is required at each site for Unit-wide games.
- 4.2.5 A playing director is permitted at Unit championships that do not have combined site overall awards and have fewer than 17 tables with no more than one section.
- 4.2.6 The unit may run games on behalf of ACBL and/or the district where there is a void.
- 4.2.7 At sponsor option, all sites may be required to use identical hands.

4.3 Extended Team Games

- 4.3.1 A unit is entitled to hold three sectional-rated (black points) extended team events per year. Extended is defined for this purpose as requiring at least three sessions of 24 boards each to complete. These events may be played with or without a qualifying stage but a qualifying stage may not award overall masterpoints, only match awards. Some examples of formats for extended team play are: single-elimination KO, double-elimination KO, Swiss qualifying to either type of KO, round-robin qualifying to either type of KO, extended Swiss, extended round-robin, and other types.

- 4.3.2 Should a unit wish to hold a one-day qualifying event which awards overall masterpoints and also qualifies teams into an extended event, they may use one of their Unit Championship entitlements (Unit Championship-rated) for the qualifying stage and then use an extended-team sanction entitlement for the final stage.
- 4.3.2.1 For such a combination of stages the number of teams in the extended event is based on the number of teams actually qualified and entered into the extended stage not the number of teams in the qualifying stage.
- 4.3.3 Should a unit wish to hold an extended event with overall awards, which also qualifies teams into another extended event with its own overall awards, it may do so by using two of its extended event entitlements. Each event must meet the length requirements and the number of teams in the second event is based as outlined above.

CHAPTER III – ADMINISTRATION

SECTION B – DISTRICTS

Section 1 – Rights and Responsibilities

- 1.1 Every District must have a District Organization and District Bylaws.
- 1.2 The Bylaws shall provide for the establishment of a democratically composed District Organization. Sample District Bylaws will be furnished upon request.
- 1.3. The District Organization must establish a Judiciary Committee.
- 1.4 The District Organization may appoint a District Tournament Coordinator whose job shall be to screen all sanction applications for tournaments and other special games; advise the Units within the District of any scheduling conflicts, and resolve said conflicts.
- 1.5. Districts shall designate a member to serve as a liaison with the ACBL for the purpose of furthering Educational programs.
- 1.6 Except where regulations give specific authority to the District Director, each District Organization shall have complete supervision over all red and gold point events allocated to that District, including allocation of Regional tournaments to Units or playing area, and supervision of the Grand National Teams and North American Pairs.
- 1.7 Bylaws and regulations of District Organizations must comply with ACBL Bylaws, rules and regulations, as well as with all governmental (national, state, provincial and local) laws, rules and regulations.

Section 2 – Business Practices

- 2.1 Regional Tournaments
 - 2.1.1 Districts shall bear the full responsibility for Regional Tournaments sanctioned to them, regardless of the actual individual or group undertaking management functions.
 - 2.1.2 Sponsoring organizations are required to pay the Director-in-Charge all funds due the ACBL at the conclusion of the tournament.
- 2.2 Expense in connection with District Judiciary Committees shall not be borne by the ACBL unless specifically authorized by the ACBL.
- 2.3 District Assessments
 - 2.3.1 Districts do not have the right to fix dues, whether in the form of assessments or otherwise.

- 2.3.2 Districts may enter into agreements with constituent Units for voluntary contributions for purposes consistent with the objectives of ACBL and the District, such as, but not limited to, hosting a National or International event or sustaining the District Organization.
- 2.3.3 None of the foregoing shall be construed as prohibiting District Organizations from controlling Regionals, or including, but not limited to, a per table charge.
- 2.4 Districts are strongly urged to conduct an annual audit of their financial records. If an external audit by an independent professional is deemed too expensive, it is recommended that districts appoint an internal audit committee to, as a minimum verify cash and cash equivalents and test major income and expense items.
- 2.5 Management is authorized to require, at its discretion, business between ACBL and Districts to be conducted electronically.
- 2.6 Active Tournament Directors may not serve on District Boards as voting members nor may they serve as proxies to vote at a District meeting.

CHAPTER III – ADMINISTRATION

SECTION C – LEGAL

Section 1 - Civil Actions vs. ACBL by Members

- 1.1 An ACBL member who files a civil action for damages (the "action") against the ACBL shall be automatically suspended from the ACBL upon the occurrence of any of the following (this does not apply to civil actions brought by ACBL employees for anything concerning their ACBL employment):
- (a) a judgment in the action which is favorable to the ACBL;
 - (b) a dismissal of the action by the court with or without prejudice;
 - (c) failure by the ACBL member to prosecute the action for any consecutive six month period after filing of the action; or
 - (d) a settlement of the action which does not specifically waive the provisions of this paragraph.
- 1.2 Such suspension shall be lifted only upon the occurrence of one of the following:
- (a) payment by the ACBL member of costs incurred in the action by the ACBL, its officers, agents, representatives and insurers; or
 - (b) resolution by the ACBL Board of Directors absolving the ACBL member of payment of such costs. "Costs incurred in the action" shall mean all lawyers fees and expenses, witness fees and expenses, court costs and other costs related to the defense of the action. The ACBL Board of Directors or its designee, the Appeals and Charges Committee, shall make all determinations and decisions relating to the case by case implementation of this paragraph.
- 1.3 Whenever ACBL successfully defends a legal action instituted by a member or any other person, and League Counsel determines that the litigation was from the beginning without substantial merit, ACBL shall consider all remedies available to it including, but not limited to, the institution of an action for wrongful use of legal process.

Section 2 – Seal and Emblem

- 2.1 The seal of the ACBL shall be composed of two concentric circles between which shall appear the name "The American Contract Bridge League, Inc."; within the inner circle shall appear the year: 1937, together with the name of the state (New York) in which the ACBL is incorporated.
- 2.2 The emblem of the ACBL shall be composed of two concentric circles between which shall appear the initials "ACBL" on a blue field; within the inner circle shall appear a black spade pip on a white field.

ADMINISTRATION

D. ELECTION

Election Regulations (061-42) (083-141) (101-65) (122-49)

1. DECLARATION OF CANDIDACY

In order to declare candidacy, campaign for or serve as District Director, First Alternate Director, Second Alternate Director, or Board of Governors Representative, a member of the ACBL must be in good standing, and at least eighteen years of age.

1.1 An ACBL member shall be deemed to be in “good standing” when such member’s dues or fees, if dues or fees are required, are current and such member is not:

Expelled,

Serving a term of suspension,

Serving indefinite probation,

Serving a probation, the initial term of which was twenty-four (24) or more months,

Serving a term of probation following a suspension, the initial term of which was in excess of ninety (90) days.

1.2 The declaration must be received by the Director of Elections no later than 5:00 PM CT on May 31.

1.2.1 The deadline is fixed, even when May 31 falls on a non-business day.

1.2.2 Postmarked prior to June 1, but received after May 31 will not be considered as received on time.

1.2.3 Delivery may be by mail, fax, hand-delivery, or e-mail.

1.2.4 In the physical absence of the Director of Elections, the CEO of the ACBL (or his/her nominee) will act as Director of Elections on the last day designated to receive declarations.

1.3 The Director of Elections will send candidates written confirmation that the declaration has been received by the ACBL.

1.3.1 The onus of proof of receipt lies with the candidate.

1.4 The declaration must contain the name, player number, and office for which the candidate is applying.

1.5 If there is no opposition, qualified candidates will be deemed elected on June 1.

1.5.1 With opposition, an election will be required. Candidates who wish to include a biographical summary with election materials must submit a summary to the Director of Elections within ten (10) business days following June 1.

1.5.1.1 The summary may not exceed 150 words.

1.5.1.2 The summary is the creation of the candidate. ACBL disavows responsibility for content or accuracy of the information contained therein.

1.5.2 Candidates may request, free of charge, one list or one set of labels of the Unit board members within their District, so they may campaign on their own behalf.

1.5.2.1 Such request will not be fulfilled until thirty (30) business days following June 1, allowing the Units time to confirm the Unit Board members on record are accurate for the upcoming election.

2. ELECTORS

District Directors, First Alternate Directors, Second Alternate Directors, and Board of Governors Representatives shall be elected by the Unit boards of each District under the authority of the ACBL Director of Elections.

2.1 Within ten (10) business days following June 1, the Director of Elections will execute the following:

2.1.1 Advise the Unit Presidents and Secretaries, within the districts in which an election is required, of the Unit Board members of record at that time.

2.1.2 Solicit voting method preference.

2.1.3 Supply a copy of the ACBL Regulations for District Wide Offices.

2.2 By the thirtieth (30) business day following June 1, the Unit will corroborate or update the roster and provide the voting method preference.

2.2.1 If the roster is not corroborated or updated, the Unit Board members on record will be final for the upcoming election.

2.2.2 If no voting method preference is provided, the Unit will default to an email_or mail ballot election.

3. UNIT MEMBERSHIP

The membership of a Unit is the number of its dues-paying members and those who are active Life Members as recorded by the ACBL on June 1.

4. UNIT VOTING POWER

4.1 Each Unit Board of Director in the District shall have “Unit Board Member Voting Power”, based on the formula following:

4.1.1 The Unit membership divided by one hundred (100) and computed to the fourth decimal place.

4.1.2 The division of the Unit membership shall then be divided by the number of board members in the Unit submitting valid ballots.

4.1.3 The Unit Voting Power shall be computed to the fourth decimal place.

4.1.3.1 In the event such procedure does not break a tie, it will be broken by the Director of Elections by a drawing.

4.1.3.2 Properly executed requests for absentee ballots will be considered valid ballots.

4.2 Each candidate shall be sent the Unit Voting Power accorded for each Unit within thirty (30) business days following June 1.

4.3 Each Unit shall be sent the Unit Voting Power accorded for their Unit within thirty (30) business days following June 1.

4.3.1 Objections to the Unit Voting Power must be filed with the Director of Elections by July 15.

4.3.1.1 Such objection will be forwarded to the Election Protest Committee and the procedure set forth in Regulation 15, "Protests" will be followed.

4.3.2 If no such objection is filed, the Unit Voting Power shall be considered binding, and no protest may subsequently be filed as to such matter.

5. VOTING PERIOD

5.1 Election materials will be mailed to the Unit President for election meetings and e-mailed or mailed to individual voters prior to August 15.

5.2 The voting period commences once the Unit or individual voter is in receipt of the election materials.

5.3 In order to be included in the count, the ballots must be received by the Director of Elections by the close of business on the third business day of October.

6. VOTING METHODS

6.1 A Unit may opt to vote by one of the methods following:

6.1.1 A Unit meeting for the purpose of voting (the preferred method).

6.1.1.1 The decision to hold a Unit meeting by the Unit President or Secretary is binding for all.

6.1.1.1.1 A Unit Board member unable to attend the election meeting may request an absentee ballot.

6.1.1.2 It is permissible to conduct other Unit business during the course of the meeting.

6.1.2 E-mail/Mail Ballot.

6.2 If the Director of Elections is not notified of the Unit preference, the Director of Elections will default to an e-mail or mail ballot election.

7. UNIT MEETING

When a Unit meeting is the Unit's preferred method of voting, a day certain must be established for the purpose of voting.

7.1 The Unit President or Secretary will give the Unit Board of Directors and the Director of Elections appropriate notice of the special or regular meeting for the announced specific purpose of voting. The date, time and location should be included in the notification.

7.1.1 The Unit President or Secretary shall include a statement with the notification of the Unit meeting that a board member may request an absentee ballot from the Director of Elections anytime prior to the Unit's scheduled meeting (after an election has been called and nominations have closed).

7.2 If a candidate desires, the Unit must grant a request by the candidate(s) to appear at the Unit meeting. If a candidate is unable to attend, it is permissible for the candidate to send a representative to appear on their behalf.

7.2.1 If the Director of Elections has been notified of a unit meeting, notification will be made to the candidates in a timely manner prior to the election meeting, of when and where the Unit will conduct its election.

7.3 Voters should have a segregated area where the ballot may be cast in private.

7.3.1 Voters shall:

Place the ballot in the envelope provided;

Seal the envelope;

Sign and record their player number in the designated area on the back of the envelope.

7.3.1.1 Failure to sign the envelope shall render the ballot null and void.

7.3.2 Proxies are not permitted.

7.3.3 Write-in votes are invalid.

7.4 Upon completion of voting, the board member conducting the meeting shall collect the sealed ballot envelopes, sign and date the Unit Board of Director roster provided, place all in the pre-paid, self-addressed overnight mail service envelope provided, and mail to the Director of Elections.

7.4.1 In order to be included in the count, the ballots must be received by the Director of Elections by the close of business on the third business day of October.

7.4.2 On or about September 15, the Director of Elections will notify candidates and the Unit Presidents and Secretaries of the status of unit's ballots.

8. ABSENTEE BALLOTS

If a Unit Board member is unable to attend a Unit's scheduled election meeting, the board member may request an absentee ballot (after an election has been called and nominations have closed).

8.1 The board member should notify the Unit President or Secretary that they will not be present at the election meeting.

8.2 A request for an absentee ballot should be directed in writing to the Director of Elections.

8.2.1 The Director of Elections will e-mail/mail an election package directly to each Unit Board member.

8.2.1.1 The Unit Board member will vote electronically or mail the ballot directly to the Director of Elections.

8.2.2 In order to be included in the count, the ballots must be received by the Director of Elections by the close of business on the third business day of October.

9. MAIL BALLOTS

Upon application in writing to the Director of Elections by the thirtieth (30) business day following June 1, the Unit President or Secretary may request that the unit vote electronically or by mail ballot.

9.1 Election materials will be emailed or mailed on or about August 15.

9.2 In order to be included in the count, the ballots must be received by the Director of Elections by the close of the third business day of October.

10. RETURN OF BALLOTS

10.1 It is the sole responsibility of the Unit to see that all ballots reach the Director of Elections by the close of business on the third business day of October. Any ballots received after this date will not be included in the count.

10.2 The Director of Elections will count ballots at ACBL Headquarters. Each candidate, or his representative, is entitled to witness the opening and counting. An ACBL employee may not represent a candidate for this purpose.

10.3 Ballots are not opened until counting commences for each contested position. Before the results formally released, the Director of Elections will make every effort to verbally communicate the outcome to all candidates.

10.3.1 District Director ballots will be counted on the fourth business day of October, followed by an audit of the initial count.

10.3.2 First and Second Alternate ballots will be counted by the fifth business day of October, followed by an audit of the initial count.

10.3.3 Board of Governors ballots will be counted by the sixth business day of October, followed by an audit of the initial count.

11. INADMISSIBLE UNIT VOTE

Under all circumstances in any ACBL District Wide election in which all of a Unit's ballots are deemed inadmissible, the Director of Elections may establish a new election within the Unit by mail or email ballot within thirty (30) days following all possible appeals.

11.1 Such new election will only take place if it might affect the outcome.

11.2 Only those persons eligible to vote in the initial election are eligible to vote in the new election.

12. ELECTIONS FOR DISTRICT DIRECTOR, FIRST OR SECOND ALTERNATE DIRECTOR

12.1 In the event one candidate does not receive a majority of the Unit Voting Power, a run-off election will be held between the two candidates receiving the highest Unit Voting Power in the District.

12.1.1 Upon disposition of any protest that will require a new election, the Director of Elections will commence an email or mail ballot election.

12.1.2 Only those persons eligible to vote in the initial election are eligible to vote in the run-off election.

12.1.2.1 The ballots must be returned to the Director of Elections within thirty (30) business days following the emailing or mailing of same.

12.1.3 During the period of a run-off or new election, the incumbent Director will continue in office until his/her successor is certified by the ACBL Board of Directors.

12.2 If there are no declared candidates in an election year for the position of District Director, First Alternate Director or Second Alternate Director, the position will be declared vacant at the conclusion of the incumbent's term by the Director of Elections.

12.2.1 Such vacancies are to be filled in accordance with the ACBL Bylaws.

13. ELECTION FOR BOARD OF GOVERNORS REPRESENTATIVES

13.1 The three (3) candidates in each District receiving the greatest Unit Voting Power will be deemed elected.

13.2 If there are not three declared candidates for Board of Governors Representatives, the position(s) for which there is no candidate(s) shall be filled in accordance with the ACBL Bylaws.

14. NULLIFICATION OF ELECTION FOR DISTRICT DIRECTOR

14.1 The death or ineligibility to run as a candidate for District Director, opposed or unopposed, during the period of time from June 1 to the close of business on the third business day of October, will cause a new election to take place.

14.1.1 The new election will commence under the direction of the Director of Elections.

14.1.1.1 The Director of Elections will set new dates for the District election in order to allow the appropriate amount of time for candidates to file and campaign.

14.1.1.2 The same Unit Board members will be called upon to vote in the new election.

14.1.2 If the new election is still in progress when the term of office expires, the incumbent District Director will continue in office until his/her successor is certified by the ACBL Board of Directors.

14.1.3 If the incumbent does not remain in office until a successor is chosen, an appointment will be made to the position following the succession procedures in the ACBL Bylaws.

14.2 The resignation of a candidate for District Director in a two-candidate race will cause the remaining candidate to be declared elected.

14.3 The resignation of a candidate for District Director in a three+ candidate race will cause only the preparation and dissemination of new balloting materials.

14.3.1 The same Unit Board members will be called upon to vote in the new election.

15. PROTESTS

A protest to an election is under the authority of the ACBL Board of Directors and will be heard by the Election Protest Committee.

15.1 The Election Protest Committee is composed of the three District Directors, all in the first year of their current term, who are most senior in length of service on the ACBL Board of Directors.

15.1.1 No member of the Election Protest Committee may serve on the Appeals and Charges Committee for the purpose of the election appeal.

15.2 A protest to an election should be filed with the Director of Elections in writing and must specify in detail the nature of the protest.

15.3 The protest must be postmarked no later than ten days after the election results are announced by the Director of Elections.

15.3.1 If the tenth day is a postal holiday, the tenth day will be deemed to be the next day that is not a postal holiday.

15.4 The Election Protest Committee will review the protest forthwith and will forward a copy of the protest to each candidate in said election.

15.4.1 As part of such review, the Committee may hold hearings, interrogate witnesses, examine all pertinent documents, and do any and all things necessary to decide such protest in an equitable manner.

15.4.2 If, in its judgment, it is desirable and practical, the Committee may arrange for email or mail ballots to be sent to the Board members of the Units involved in the protest. The time of return of ballots is to be fixed by the Election Protest Committee.

15.5 The Election Protest Committee will decide the protest and mail a copy of the decision, along with an explanation of such decision, to all interested parties.

15.6 An appeal of the Election Protest Committee's decision to the ACBL Board of Directors must be filed within ten days after the announcement of the Committee's decision; otherwise, such decision is final.

15.7 The investigation of the protest will be assigned to the Appeal and Charges Committee of the ACBL Board of Directors.

15.7.1 In the conduct of such investigation, the Appeals and Charges Committee may hold hearings, interrogate witnesses, examine all pertinent documents, and do any and all things necessary to determine all the facts to assist the ACBL Board of Directors in deciding the appeal in an equitable manner.

CHAPTER III – ADMINISTRATION

G. - BOARD OF GOVERNORS

Section 1 – Rights and Responsibilities

1.1 The Board of Governors, through its right to make recommendations to the Board of Directors, provides an alternate organizational vehicle by which members, through their representatives, may propose changes in the operation or policies of the ACBL.

1.2 In accordance with ACBL Bylaws, the Board of Directors may accept, modify or reject proposals from the Board of Governors and must report on the action taken.

1.3 The Board of Governors has the right to establish and enforce those procedural rules necessary for it to discharge its duties provided that, in doing so, it does not assume powers vested in another body of the League.

1.4 The Board of Governors of the American Contract Bridge League is the sole judge of its own membership, except in the case of First and Second Alternate Directors to the Board of Directors.

Section 2 – Governance

2.1 Meetings of the Board of Governors, usually held three times a year at North American Championships, are open to any member of the ACBL although only official representatives to the Board of Governors, as defined in the ACBL Bylaws, may vote.

2.2 League Counsel shall provide a written report on the status of pending litigation to the ACBL Board of Governors and will attend its meetings when practical.

2.3 The Board of Governors is requested to verify that those persons voting in Bylaw changes, elections and other important matters are voting members.

2.4 The Chairman of the Board of Governors shall present a report, or a summary thereof, of the ACBL Board of Director minutes to the Board of Governors members.

2.5 With the exception of the Chairman of the Board of Governors, no expenses for Board of Governors members attending meetings of the Board of Governors will be borne by ACBL.

2.6 Board of Governors members will be notified at least one month prior of their ability to make NABC host hotel reservations in the week before the official opening of the general reservations period.

2.7 ACBL will send the Board of Governors information electronically when possible.

CHAPTER III – ADMINISTRATION

H. – AMERICAN BRIDGE ASSOCIATION

Section 1 – Membership

1.1 Point Conversion

- 1.1.1 An ABA member who joins ACBL for the first time will receive 10% of his total ABA points as a credit in ACBL red points to a maximum of 200 points.
- 1.1.2 For purposes of seeding, handicapping, eligibility to masterpoint limited events, etc., ABA points will be converted to ACBL points at the ratio of two ABA points to one ACBL point and added to the player's ACBL masterpoints.
- 1.1.3 An ABA Life Master will be treated as an ACBL Life Master when it involves any of the items in 1.1.2 above.