ACBL Board of Directors Philadelphia, PA March 6 – 8, 2018

The meeting was called to order by President Jay Whipple on Tuesday 6, 2018, at 8:30 a.m.

Present: Leo Weniger #1, Paul Janicki #2, Carlos Muñoz #3, Joann Glasson #4, Sharon

Fairchild #5, Margot Hennings #6, Bob Heller #7, Georgia Heth #8, Jay Whipple #9, Russ Jones #10, AJ Stephani #11, Dennis Carman #12, Suzi Subeck #13, Sharon Anderson #14, Phyllis Harlan #15, Paul Cuneo #16, Bonnie Bagley #17, Marv Norden #19, Merlin Vilhauer #20, David Lodge #22, Kevin Lane #23, Al

Levy #24 and Mark Aquino #25.

Absent: Claire Jones, #18 and Jackie Zayac #21

Also Present: Stu Goodgold 1st Alternate #21, Richard Popper, Chairman Board of Governors, Bahar Gidwani, CEO, Joe Jones, Gary Blevins and Kelley Trejo, Secretary.

Approval of Reconsideration Item(s)

- RI 181-19: 173-30 Limited & Invitational Games at STaCs- assigned Bridge
- RI 181-20: 173-21 Convention Cards motion failed

The meeting was called to order by Jay Whipple on Wednesday, March 7, 2018 at 1:00 p.m.

Present: Same as Tuesday March 6.

Also Present: Same as Tuesday, March 6 with the additions of Claire Jones, #18 and Linda Dunn.

ACBL CEO Report

The report of CEO Bahar Gidwani is received. (Attachment A)

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Litigation Report

The report on the status of litigation is received. (Attachment B)

The Board went into Executive Session from 1:46 p.m.

Upon conclusion of the Executive Session the Board of Directors resumed in Committees at 3:45 p.m.

Item 181-60: Executive Committee Minutes

The minutes of the Executive Committee meeting(s) held are received and ratified. (Attachment C)

- January 15, 2018
- January 24, 2018

Carried Abstain: 21

Item 181-61: Election of ACBL Treasurer

Claire Jones is elected as ACBL Treasurer for a one-year term May 1, 2018 through April 30, 2019.

Effective May 1, 2018 Carried Abstain: 18

<u>Item 181-62: Hall of Fame Committee Appointments</u>

Karen McCallum, Kerri Sanborn and David Berkowitz are appointed for a three-year term from the end of the Spring 2018 NABC through the end of the Spring 2021 NABC.

Effective Spring 2018 NABC Carried unanimously

<u>Item 181-63: Competitions & Conventions Committee Appointment</u>

Will Ehlers and Jeff Goldsmith are appointed for a one-year term from the end of the Spring 2018 NABC through the end of the Spring 2019 NABC.

Tom Carmichael, Doug Doub and Jeff Ford are appointed for a three-year term from the end of the Spring 2018 NABC through the end of the Spring 2021 NABC.

Effective Spring 2018 NABC Carried unanimously

Item 181-64: Ethical Oversight Committee Appointment

Peter Boyd, Bart Bramley, Lesley Davis, Brian Platnick and Karen Walker are appointed for a three-year term from the end of the Spring 2018 NABC through the end of the Spring 2021 NABC.

Effective Spring 2018 NABC Carried unanimously

Kevin Bathurst was appointed to fill the remaining three-year term of Robb Gordon. The term runs from Spring 2018 through the end of Spring 2019 NABC.

Effective immediately Carried unanimously

<u>Item 181-65: ACBL Disciplinary Committee Appointment</u>

Craig Allen, Mitch Dunitz, Mike Kovacich, and Jeff Miller are appointed for a three-year term from the end of the Spring 2018 NABC through the end of the Spring 2021 NABC.

Effective Spring 2018 NABC Carried unanimously

Item 181-66: ACBL Laws Commission Appointment

Lynn Feldman is appointed for a five-year term the Spring 2018 NABC through the end of the Spring 2023 NABC.

Effective Spring 2018 NABC Carried unanimously

Matt Koltnow is appointed for a five-year term the Spring 2018 NABC through the end of the Spring 2023 NABC.

Effective Spring 2018 NABC Carried Nay: 12, 16, 25

Chip Martel is appointed for a five-year term the Spring 2018 NABC through the end of the Spring 2023 NABC.

Effective Spring 2018 NABC Carried unanimously

GOVERNANCE

Hennings (C), Harlan (VC) Anderson, Cuneo, Fairchild, Glasson, Heth, Muñoz, Stephani, Weniger, Vilhauer, Zayac

Staff: Dunn

As reported by Committee Chair

Item 181-40: Board of Directors Reimbursement

CHAPTER IV – ACBL BOARD OF DIRECTORS B – EXPENSES

Section 2 – Board of Directors Expenses

- 1) Section 2.3 be amended as follows:
- 2.3 Hotel
 - 2.3.1 Board members (not including the ACBL President, the Treasurer, or the BoG Chair, who are covered by other sections of this Codification) will be reimbursed for lodging at the ACBL host hotel negotiated room rate beginning with the night before their first officially scheduled meeting and continuing through the night the board meetings conclude; however, if the board member attends the Board of Governors meeting, the reimbursement will extend through the first Saturday night of the NABC. through the duration of the full board meeting, inclusive of the night following the conclusion of the full board meeting, but no night after the conclusion of the board meeting.

No Board member shall be required to attend the BoG meeting.

- 2) Section 2.4 be amended as follows:
 - 2.4.2 Per diem will be paid beginning with the day before the first officially scheduled meeting through either the day of departure or the Sunday of the Board of

Governors meeting, whichever is earlier. through the day departure, treating the day of departure as the day following the conclusion of the Board of Directors Meeting.

Effective date: April 1, 2018

Motion Failed Aye: 10 Abstain: 22, 24 Absent: 9

<u>Item 181-41: Transfer Northern Indiana Unit 154 from District 8 to District 12</u>

The petition of ACBL members in Northern Indiana Unit 154 requesting to transfer from District 8 to District 12 is granted.

Effective March 15, 2018

Carried Nay: 8, 15, 20, 23, 24, 25 Abstain: 5, 18

BRIDGE

R. Jones (C), Carman (VC) Aquino, Bagley, Janicki, C. Jones, Levy, Lodge, Norden, Subeck, Weniger (Popper N/V)

Staff: Gidwani/Weinstein

As reported by Committee Chair

Item 181-11: Revised ACBL Convention Charts

- 1. The ACBL Convention Charts, including the Basic Chart, Basic+ Chart, Open Chart and Open+ Chart, attached to this motion are hereby approved; (Attachment D)
- 2. The current General Conventions Chart, ACBL Mid-Chart, ACBL Superchart and ACBL Limited Conventions contained in Appendix 6-B of the Codification be, and hereby are, retired and replaced with the ACBL Convention Charts, including the Basic Chart, Basic+ Chart, Open Chart and Open+ Chart; and
- 3. References in the Codification (and any other ACBL rules and regulations) to the General Conventions Chart, ACBL Mid-Chart, ACBL Superchart and ACBL Limited Conventions shall be revised to refer to the Basic Chart, Basic+ Chart, Open Chart and Open+ Chart.

Effective November 22, 2018 Carried unanimously

Item 181-12: Gold Points Awarded in NLM Regionals

MASTERPOINT AWARDS RULES AND REGULATIONS, JANURYA 2018 SECTIONAL/REGIONAL TOURNAMENT EVENTS – CALCUTLATING THE AWARDS

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Section C. REGIONAL REGULATIONS – UNRESTRICTED EVENTS

4. INTERMEDIATE/NOVICE REGIONALS is amended.

Regional tournaments restricted to Non-Life Masters with fewer than 750 masterpoints issue masterpoint awards in their championship events that are 33 % Gold/67 % Red as calculated using the appropriate formulas (General or Knockout).

Effective April 2, 2018

Carried Nay: 23 Abstain: 8, 10

Item 181-13: Masterpoint awards at Sectionals with Concurrent NLM Regionals SECOND READING REQUIRED

CHAPTER IX – REGIONAL TOURNAMENTS C. EVENTS / SCHEDULES

- Section 5 Unrestricted Events at Sectionals be amended as follows:
 - 5.3 An open sectional held concurrently at the same location with a masterpoint restricted regional, shall receive credit for simultaneous tables in the NLM Regional.

CHAPTER X – SECTIONALS C. EVENTS / SCHEDULES

Section 3 – Unrestricted Events be amended as follows:

3.1 At regional and sectional tournaments, two session events which are unrestricted in any way (completely open) shall be credited with all tables in play in totally concurrent events (pairs, teams or individual to include tables in play at a concurrent Non-Life Master Regional, but not knockouts or continuous pairs) for the purpose of computing overall awards, up to a maximum total of three times the number of tables in play in the unrestricted event. In the event that a concurrent NLM Regional is held at the same site, the unrestricted event shall be credited with 65% of any pair or Swiss tables in the NLM Regional held during the same session for the purpose of calculating overall awards.

MATERPOINT AWARDS RULES AND REGULATIONS, JANUARY 2018 SETIONAL/REGIONALS TOURNAMTN EVETNS, CALCULATING TH AWARDS

Section B. Sectional Regulations – Unrestricted Events and Section B. Sectional Regulations – Unrestricted Events, Paragraph be amended as follows:

c. The chapter entitled Sectional/Regional Tournament Events, Calculating the Awards, Section B. Sectional Regulations – Unrestricted Events and Section B. Sectional Regulations –

Unrestricted Events, Paragraph 1 in the *Masterpoint Book Rules and Regulations January 2018*, be amended as follows:

B. SECTIONAL REGULATIONS - UNRESTRICTED EVENTS

At Sectional tournaments, two-session events which are unrestricted in any way (completely open) shall be credited with all tables in play in totally concurrent events (pairs, teams or individual to include tables in play at a concurrent Non-Life Master Regional, but not knockouts or continuous pairs) for the purpose of computing overall awards, up to a maximum total of three times the number of tables in play in the unrestricted event

At Sectional tournaments, Flighted, Stratified and Stratiflighted events count all tables in all flights/strats to determine the number of tables in the unrestricted event (the A Flight or Strat). Two or more concurrent unrestricted events share equally the available restricted tables as above, but not each other's tables. An unrestricted event with a lower limit and no upper limit is treated as an open event when there is no concurrent open event.

For the purpose of awarding masterpoints, a restricted event that is two sessions morning and afternoon, is deemed to be totally concurrent with a two-session event that is afternoon and evening. However, if a restricted event is scheduled horizontally (same session on different days), it is not deemed to be totally concurrent with a two-session vertical (same day) event.

At Sectional tournaments, one session events which are unrestricted in any way and are not concurrent with either session of a two-session event shall be credited with all tables in play in concurrent events (as above) for the purpose of computing overall awards, up to a maximum total of 3 times the number of tables in play in the unrestricted event. Any two-session unrestricted event at a Sectional receives table credit from all restricted events held either totally concurrent or concurrent with the first session, as above.

1. SECTIONAL STRATIFLIGHTED EVENTS

A Stratiflighted event is a combination of Flighted and Stratified, where the A Flight is a separate event. Flight A may be stratified into two strats (A & X) provided that the limit of the X strat is at least 500 points higher than the limit of B strat. Masterpoint awards for Strat A are calculated using the General Formula based on the number of tables in play in each strat plus all tables in lower strats to include tables in play at a concurrent Non-Life Master Regional.

Masterpoint awards for Strat X are calculated as follows:

- 1. If the event meets a threshold of either:
 - a. 20 or more actual tables entered in X
 - b. 40% or more of the A & X field is entered in X;

then the first place X award is the greater of 105% of the Flight B awards, or the awards based on X only.

- 2. If the event does not meet these thresholds, then X receives the greater of:
 - a. 105% of Flight B award*((X / 0.4)/(A + X))2
 - b. 105% of Flight B award*(X /20)2
- c. Award based on X tables only.

Effective Pending Second Reading at Atlanta 2018 Carried Nay: 13, 17, 18, 23 Abstain: 10

<u>Item 181-14: Increase awards NAP/GNT</u> SECOND READING REQUIRED

MASTERPOINT AWARDS RULES AND REGULATIONS, JANUARY 2018 GRAND NATIONAL TEAMS & NORTH AMERICAN PAIRS

District Stage Awards for NAP be amended:

Flight A: 2 sessions – 35.00-32.00 masterpoints

3 sessions $-\frac{42.50}{40.00}$ masterpoints 4 sessions $-\frac{50.00}{48.00}$ masterpoints

(Overalls 100% Gold, Section tops Gold, session awards Red at 100% of regional rating)

Flight B: $2 \text{ sessions} - \frac{25.00}{22.50} \text{ masterpoints}$

3 sessions $-\frac{30.00}{28.00}$ masterpoints 4 sessions $-\frac{35.00}{33.50}$ masterpoints

(Overalls 100% Gold, Section tops Gold, session awards Red at 70% of regional rating)

Flight C: 2 sessions – 15.00 masterpoints

3 sessions – 17.50 masterpoints 4 sessions – 20.00 masterpoints

(Overall awards and Section Tops 50% Gold, 50% Red, Session awards Red, 50% of regional rating)

District Stage Awards for GNT be amended:

Championship Flight: 2 sessions – 35.00-32.00 masterpoints

 $3 \text{ sessions} - \frac{42.50}{40.00} \text{ masterpoints}$

4 session or longer event -50.0048.00 masterpoints

(Overall awards are Gold. Match awards are 100% regional rated Red)

Flight A: 2 sessions – 30.00 27.00 masterpoints

 $3 \text{ sessions} - \frac{35.00}{33.00} \text{ masterpoints}$

4 sessions or longer event – 40.00 masterpoints

(Overall awards are Gold. Match awards are Red and 90% of regional rating)

Flight B: $2 \text{ sessions} - \frac{25.00}{22.50} \text{ masterpoints}$

 $3 \text{ sessions} - \frac{30.00}{28.00} \text{ masterpoints}$

4 sessions or longer event $-\frac{35.00}{33.50}$ masterpoints

(Overall awards are Gold. Match awards are Red and 70% of regional rating)

Flight C: 2 sessions – 15.00 masterpoints

3 sessions – 17.50 masterpoints

4 sessions or longer event – 20.00 masterpoints

(Overall awards are 50% Gold and 50% Red. Match awards are Red and 50% of regional rating)

Effective August 6, 2018

Carried Nay: 8, 13, 23

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Item 181-15: Regional at Sea

CHAPTER IX – REGIONALS A. REGIONAL TOURNAMENT SCHEDULING AND SANCTIONING

- Section 6 Regional at Sea is amended as follows:
 - 6.2 The ACBL may sponsor up to eight RaS per year.
 - 6.3 ACBL Management shall obtain approval on the scheduling of RaS from Districts that are a port of departure, port of return, or port of call for a RaS and attempt to avoid conflicts with all land-based Regionals.

Effective March 18, 2018

Carried Nay: 1, 2, 12, 13, 16, 17, 19, 20, 22, 23

Item 181-16: Loaned Regionals

CHAPTER IX – REGIONALS

A. REGIONAL TOURNAMENT SCHEDULING AND SANCTIONING

Section 2 – Regional Tournament Allocations is amended as follows:

2.10 A district may, with permission, hold a regional in a contiguous district.

Effective immediately for new sanction applications

Carried Nay: 21

Item 181-17: Allocation of Regionals

District 2 be allocated an additional Regional tournament for 2019.

Deferred to Summer 2018 in Atlanta, GA

Deferral carried Abstain: 8

Item 181-18: Limited NAP/GNT

MASTERPOINT AWARDS RULES AND REGULATIONS, JANUARY 2018 E. OTHER CLUB GAMES

4. FLIGHTED EVETS AT CLUBS be amended as follows:

Open clubs that run open events concurrent with masterpoint restricted events may add the table count from the restricted event to that of their open game for determining the masterpoint awards

for the open event. Note: Even if the limited game is a NAP/GNT club qualifying game, the tables will still count toward the award for the open club masterpoint game.

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Effective June 1, 2018

Motion failed. Aye: 7, 8, 11, 14

Item 181-19: Limited and Invitational Games at STaCs

The ACBL General Conditions of Contest and Guidelines for Sectional Tournaments at Clubs (STaCs) is amended as follows:

SPONSORING UNIT

- "3. A Sponsor may schedule morning, afternoon and/or evening sessions. For the purpose of determining in which session a club should participate, use the standard club session designations. The local Sponsor must designate the sessions to be scheduled. As an example: morning games would be those starting prior to 12:00 local time, afternoon games start after 12:00 and prior to 18:00 local time, and evening games start at 18:00 local time and later. Unless they start within [one] hour of each other, morning and afternoon games may not be combined nor may afternoon and evening games be combined.
- 4. STaC sessions may be scheduled by any participating club for any session during which that club has a regularly sanctioned game. Additional sessions may be scheduled at the option of the sanctioned club for any other time period (morning, afternoon or evening) that it desires. If no other club within 25 miles has a STaC scheduled for that session, the sanctioned club may schedule a separate game during that session or may start its regularly sanctioned game during that session. However, when a scheduling conflict exists, preference for that session shall be granted to the club that holds a regularly scheduled game (within a 25-mile radius) during the time in question. The STaC sponsor has the final decision.

Effective July 1, 2018 Carried Nay: 8, 11, 13

- 5. Each Sponsor must develop a schedule of games and Conditions of Contest. This schedule and the CoC will be posted on ACBL's website. Open and limited Stratified Pair and Swiss team events may be scheduled. All pair events are single-session events. Team games shall be standalone events at the site played.
- 6. All masterpoints awarded are silver and STaC rated. While there is no combining results of team events across sites, the overall awards for Open Swiss events do receive credit for limited event tables at the same site. Individual clubs determine their section awards for all Pair events based solely upon the entry at each individual site. The final overall awards for Pair events for each session of the STaC are determined by across the field matchpointing of all Pair events within their respective pools (Open, Limited, Invitational, and non-duplicated games) held during that session as part of the STaC.

7. The use of designated duplicated hands is required for all Pair events during the STaC to participate in the Open, Limited, and Invitational pool for STaC overall awards. Games at sites not using the designated duplicated hands will be entered in a separate pool for ranking and masterpoint awards (65% of STaC rating).

Sections 4 and 5 under the heading "Participating Clubs" are deleted.

Effective January 1, 2019

Carried Nay: 5, 7, 8, 11, 13, 15, 16, 25

The meeting was called to order by Jay Whipple on Thursday, March 8, 2018 at 9:00 a.m.

Present: Same as Wednesday, March 7

Also Present: Same as Wednesday, March 7, with the addition of Robb Gordon

Approval of San Diego, CA Minutes

The Fall 2018 San Diego minutes are approved.

Carried

BYLAWS

AJ Stephani ACBL, Georgia Heth (VC) Harlan, Muñoz (Popper N/V)

Staff: Dunn

As reported by Committee Chair

Item 181-25: ACBL Bylaws Second Reading Required

The ACBL Bylaws be amended as set out in the (attachment E).

Carried Absent: 9

7.2.2.3 The Chair of the Finance Committee, as a nonvoting member

Carried Nay: 1, 2, 13, 17, 18, 20, 21, 23, 24, 25

Effective First Reading, Second Reading scheduled for 2018 Summer NABC, Ratification by Board of Governors scheduled for 2018 Summer NABC, effective July 30, 2018

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Item 181-26: Binding Arbitration

Section 5.1 of Ch. I – Membership, A. Membership be amended as follows and that subsection 5.1.1 is deleted in its entirety:

5.1 Binding Arbitration - In accordance with the ACBL Bylaws, every member in each category of membership shall be subject to binding and compulsory arbitration to settle disputes involving the ACBL and its members providing that any dispute in any way related to membership in the ACBL, or any action for damages or injunctive relief against the ACBL, or any civil action to reverse, amend, modify or delay enforcement of a disciplinary action by the ACBL, shall be resolved by binding arbitration before the American Arbitration Association. A binding arbitration agreement in conformance with this regulation shall be set forth on the ACBL's website and may be updated from time to time on advice of counsel.

Effective immediately Carried unanimously

Item 181-28: Updated Conflict of Interest Policy

Chapter IV – Board Procedures
A. Administration

Section 8 - Conflict of Interest Policy is revised as follows:

8.1 Purpose.

The purpose of these standards is to provide safeguards to members of the Board of Directors of the American Contract Bridge League (the "League") from: (1) using their Board positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business or other ties; (2) using their Board positions for purposes that are, or give the appearance of being, motivated by a desire to support a non-financial interest for themselves or others such as those with whom they have family, business or other ties; (3) violating their duty to the League by inappropriately disclosing confidential information about the League, and (4) any other acts which may constitute, or may appear to constitute, a conflict of interest. This policy is intended to supplement but not replace the League's bylaws and applicable state and federal laws governing conflicts of interest.

8.2. Financial Interests

8.2.1. No member of the Board of Directors of the League may participate in the selection, award or administration of a contract or other transaction in which he or his immediate family has a direct or indirect financial interest or with whom he is negotiating or has any arrangement concerning prospective employment unless the contract or transaction is determined by the Audit Committee to be fair, reasonable and in the ACBL's best interests. "Immediate family" of any Board member means (1) his or her spouse or domestic partner, (2) his or her ancestors, brothers and sisters (whether

- whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, or (3) the spouse or domestic partner of his or her brothers, sisters, children, grandchildren, and great-grandchildren.
- 8.2.2 No member of the Board of Directors may vote on any matter which may directly or indirectly result in financial gain to that individual member or his immediate family which may conflict with that member's obligations to another organization or to his employer, it being understood that Board members may vote on matters which have a financial effect applying equally to all Board members.
- 8.2.3 The following items are not considered to create a "financial interest" or a "financial gain" under sections 8.2.1 or 8.2.2:
 - 1. Payment of expenses (either through direct reimbursement, substitute allowances such as per diems or mileage expenses, or provision of free lodging) incurred in connection with attendance at meetings or tournaments where the Director is providing volunteer service;
 - 2. Meals provided in conjunction with meetings and League, District and Unit events;
 - 3. Free entries to League sanctioned competitions;
 - 4. Souvenirs or commemorative gifts form meetings or competitions;
 - 5. Small gifts of appreciation for service with an aggregate value of less than \$250 per vear.
- 8.3 Non-Financial Interest. A <u>"Non-Financial Interest"</u> shall be defined as an interest, not involving financial gain, which might lead an independent observer reasonably to question whether a Board member's actions or decisions in connection with the League are influenced by considerations of such outside interest. Non-Financial Interests include, but are not limited to, personal (direct or indirect through relatives and friends), bridge related and professional interests

A Non-Financial Interest shall not exist in connection with a member of the Board of Directors of the League serving as an officer or director of a League District, Unit or Conference. Nor shall a Non-Financial Interest be created by a Board Member's service (whether by appointment or election) on behalf of, or as a representative of, the League to any other entity or organization, or as a board member or officer of League-related foundation such as the Charity Foundation, the Education Foundation and the Foundation for the Preservation of Bridge.

8.4 <u>Annual Statement</u>.

8.4.1 Board members shall annually complete, sign and submit a conflict of interest (COI) statement to the secretary of the League (or its Compliance Officer) identifying any contracts or transactions in which they have an actual or potential financial or non-financial interest that constitutes, or gives the appearance of constituting, a conflict of interest. Any such contract or transaction that arises after the submission of the COI statement must be brought by the Board member to the attention of chair of the Audit

- Committee, as it arises, and the Audit Committee shall address the documentation and resolution as set forth in section 8.5.2 below.
- 8.4.2 Newly elected directors shall provide this COI statement prior to assuming their seat on the Board.
- 8.4.3 A contract or transaction is not required to be disclosed if (1) the contract or transaction or the Board member or a related party's financial interest in the contract or transaction is *de minimus*, (2) the contract or transaction (a) would not customarily be reviewed by the League Board (or boards of organizations similar to the League) in the ordinary course of business and (b) is available to others on the same or similar terms, or (3) the contract or transaction constitutes a benefit provided to a Board member or a related party that is the same benefit provided to all League members. A "related party" means Board member's immediate family or any entity in which a Board member or his immediate family has a thirty-five percent or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest of five percent or more.

8.5 Review of Annual Statements.

- 8.5.1 The secretary of the League (or its Compliance Officer) must provide a copy of all completed COI statements to the chair of the Audit Committee or, if there is no Audit Committee, to the President. The Compliance Officer will review the COI statements and determine whether any Board member has a financial or non-financial interest, or possible financial or non-financial interest, that constitutes, or gives the appearance of constituting, a conflict of interest and report the results of such review to the Audit Committee in writing.
- 8.5.2 If a financial or non-financial interest is determined to exist, the Compliance Officer will discuss it with the Audit Committee and the Audit Committee will document the existence and resolution of the conflict in the minutes of the meeting in which such conflict was discussed or voted upon.
- 8.6 A person with a financial or non-financial interest as defined herein may not be present or participate in Board or committee deliberation or vote on the matter giving rise to such conflict. However, at the request of a majority of the Board, they may be invited to make a brief presentation to the Board or to answer questions for the Board.
- 8.7 A person with a financial or non-financial interest as defined herein may not make any attempt to influence improperly the deliberation or voting on the matter giving rise to such conflict.

Effective immediately Carried unanimously

APPEALS & CHARGES

Georgia Heth (C), AJ Stephani (VC) Carman, Fairchild, Hennings, Vilhauer

Staff: Dunn

As reported by Committee Chair

Item 181-01: Reports on Hearings

In the matter of the appeal by Barry Senensky, #O750443, and Barbara Shnier, #L190986, from the decision of NABC Tournament Conduct Committee, as amended by the ACBL Disciplinary Committee:

The A&C Committee affirms the decision of the ACBL Disciplinary Committee. The committee finds that the record supports the final decision and discipline imposed.

Received

NABC REVIEW

Subeck (C), Bagley (VC)

Aquino, C. Jones, Norden, Zayac

Staff: Sullivan

As reported by Committee Chair

<u>Item 181-51: Adjustments to the Spring NABC Schedule</u>

The following change is made to the Spring NABC schedule:

 The Lebhar IMP Pairs will move from the first Friday and Saturday to the first Sunday and Monday, and, the Silver Ribbon will move from first Sunday and Monday to first Friday and Saturday.

Effective Spring 2019

Carried Nay: 7, 8, 17 Absent: 23

Item 181-52: NABC Start Times

CHAPTER VIII

D – EVENTS/SCHEDULES

Section 1 be amended as follows:

1.2 The default starting times for the prime-time sessions at NABC's for all events are 1 p.m. and 7:30-p.m. After consultation with district and unit officials when circumstances (e.g., not many walking-distance restaurants of all types and insufficient cab service available) warrant, management may set the above times to either 1 p.m. and 7:30 p.m. or 1 p.m. and 8 p.m. Should management elect to institute the latter times, the ACBL Board of Directors will be

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informed 6 months before the NABC. Any other starting times are subject to ACBL Board of Directors approval.

Effective March 2019

Motion failed Aye: 1, 3, 10, 11, 14, 18, 19, 20, 22, 24

Item 181-53: Adjustments to the Spring NABC Schedule

The following changes are made to the Spring NABC schedule:

• The Flight B & C North American Pairs will be moved from the first Sunday and Monday to the second Saturday and Sunday.

Effective Spring 2019 Carried unanimously

FINANCE

Glasson (C), Muñoz (VC)

Cuneo, C. Jones, Lane, Levy, Norden, Vilhauer

Staff: Jones, J.

As reported by Committee Chair

Item 181-31: 2018 Budget

The 2018 budget is ratified.

Carried Nay: 7, 13, 17 Abstain: 2

Item 181-32: Resolutions to Obtain Credit

The resolutions included in the Bank of America "Resolutions to Obtain Credit," attached hereto as Exhibit "A" are approved. (Attachment F)

CHAPTER II – FINANCE A. FINANCE

Section 8 – Bank Line of Credit is amended to include the following sentence:

Draws on the Bank Line of Credit can only be used to fund the Bank of America operating account.

Effective March 7, 2018 Carried unanimously

	AUDIT	
Levy (C), Muñoz (VC)		
R. Jones		Staff: Jones

As reported by Committee Chair

An oral report was giving.

The Board went into Executive Session from 12:47 p.m.

Upon conclusion of the Executive Session the Board of Directors resumed in Committees at 1:20 p.m.

Closing Remarks

It was moved by Levy and carried unanimously that the Board expresses its thanks to District 4 and its units, District Director Joann Glasson, and Tournament Chair Bob Glasson, and Co-Chair Joann Glasson and all the other chairpersons and numerous volunteers. We also wish to thank the Philadelphia Marriott Downtown for its fine cooperation.

The Board adjourned sine die at 3:00 p.m.

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