ACBL Board of Directors Atlanta, GA July 23 – 26, 2018

The meeting was called to order by President Jay Whipple on Monday July 23, 2018, at 8:30 a.m.

Present: Jean La Traverse (1st Alternate) #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,

Jackie Zayac #21, David Lodge #22, Kevin Lane #23, Jeff Bayone (1st

Alternate) #24 and Mark Aquino #25

Absent: Leo Weniger #1 and Al Levy #24

Also Present: Richard Popper, Chairman Board of Governors, Joe Jones, Acting Executive Director, Gary Blevins, Linda Dunn, Mitch Hodus, Carol Robertson, Sol

Weinstein and Kelley Trejo, Secretary

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Approval of Philadelphia, PA Minutes

The Spring 2018 Philadelphia, PA minutes are approved.

Carried unanimously

Item 182-90: Executive Committee Minutes

The minutes of the Executive Committee meetings for March 28, April 6, and April 12, 2018 are received and ratified. (Attachment A)

Carried unanimously

Approval of Non-Agenda

Knockout Events Bye Item 182-41 is assigned to Bridge Committee. Limited and Invitational Games at STaCs Item 182-43 is assigned to Bridge Committee.

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The Board of Directors convened into Committee meetings for the rest of the day.

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After Strategic and Finance Committee meetings an Executive Session of the Board of Directors was convened by President, Jay Whipple at 11 a.m. on Tuesday July 24, 2018.

Upon conclusion of the Executive Session and a break for lunch, the meeting was called to order at 2:11 p.m.

Present: Same as Monday July 23.

Absent: Same as Monday July 23.

Also Present: Same as Monday July 23, Dan Storch, David Metcalf and Robb Gordon.

Litigation Report

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

Item 182-92FB: Reno 2022 Spring NABC

The ACBL Board of Directors approves the Spring 2022 NABC to be held at the Silver Legacy, Circus Circus and Eldorado Hotels, Reno, NV on March 10 – March 20, 2022.

Carried unanimously

BYLAWS

AJ Stephani (C), Georgia Heth (VC)

Harlan, Muñoz (Popper N/V)

Staff: Dunn

As reported by Committee Chair

Item 182-40: ACBL Bylaws Second Reading

The ACBL Bylaws are amended as set forth in the following:

http://web2.acbl.org/documentLibrary/about/2018BylawsAmendments.pdf

Effective July 30, 2018 Carried unanimously

Item 182-42: Term Limits Second Reading

The ACBL Bylaws are amended by the following addition:
Article V ACBL BOARD OF DIRECTORS ... 5.3 Election ...

5.3.3 District Directors are limited to four consecutive three-year terms. If an alternate assumes the position of District Director and is in office for a period of six regular meetings or more, the alternate shall be deemed to have served a full three-year term. Terms served or started prior to January 1, 2019 shall not be counted towards the four consecutive three-year terms.

Effective July 30, 2018

Carried Nay: 5, 7, 8, 15, 18

BRIDGE

Staff: Weinstein

R. Jones (C), Carman (VC)

Aquino, Bagley, Janicki, C. Jones, Levy, Lodge, Norden,

Subeck, Weniger (Popper N/V)

As reported by Committee Chair

<u>Item 182-20: Masterpoint awards at Sectionals with Concurrent NLM Regionals</u> Second Reading

CHAPTER IX – REGIONAL TOURNAMENTS C. EVENTS / SCHEDULES

Atlanta GA Summer 2018 3 | P a g e

Section 5 – Unrestricted Events at Sectionals is 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 sectional tournaments, 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 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.

MASTERPOINT AWARDS RULES AND REGULATIONS, JANUARY 2018 SECTIONAL/REGIONALS TOURNAMENT EVENTS, CALCULATING THE 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.

Item 182-21: Increase awards NAP/GNT Second Reading

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

District Stage Awards for NAP are amended:

Flight A: 2 sessions – 32.00 masterpoints

 $3\ sessions-40.00\ masterpoints$

4 sessions – 48.00 masterpoints

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

Flight B: 2 sessions – 22.50 masterpoints

3 sessions - 28.00 masterpoints

4 sessions – 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 – 32.00 masterpoints

3 sessions – 40.00 masterpoints

4 session or longer event – 48.00 masterpoints

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

Flight A: 2 sessions – 27.00 masterpoints

3 sessions – 33.00 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 sessions – 22.50 masterpoints

3 sessions – 28.00 masterpoints

4 sessions or longer event – 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

182-24: NAP Conditions of Contest Substitutes

The NAP Conditions of Contest, section on "Substitutes", Part 2, are amended to read as follows:

Beyond the district final stage, a replacement is permitted only if one member of a pair that qualified to play in the National Final stage is either.

- A) Deceased.
 - 1) The surviving qualifier may select a new partner, who will be fully eligible to play in the National Final stage.
- B) Medically diagnosed as being unable to travel to or play in the National Final stage and the medical condition that renders the member unable to travel to or play in the National Final stage was unknown to the member at the time of the District Final.
 - 1) The otherwise qualified member may request permission to obtain a substitute. Either member will have an opportunity to provide medical documentation of the condition. The DIC of the NABC where the event takes place will decide the request fairly and promptly and is the sole judge of

whether a substitute will be allowed. Its decision will be final. If approved, the surviving qualifier may select a new partner, who will be fully eligible to play in the National Final stage.

C) The new partner must meet all of the eligibility requirements of this event. The replacement may not appreciably strengthen or weaken the partnership.

Effective immediately Carried unanimously

<u>Item 182-25: U26 Teams Qualified for International Competition</u>

Solely for purposes of bracketing in KO's, Compact KO's and Bracketed Swiss Teams, a player who has qualified to represent Zone 2 in the U26 bracket will be deemed to have an additional 5,000 temporary "eligibility points" from the date of the player's qualification through the commencement of the junior championships for which such player has qualified.

Effective immediately

Carried Nay: 3, 4, 5, 7, 9, 12, 24

<u>Item 182-26: Spring 0 -10,000 KO</u>

The Conditions of Contest for the Spring 0-10,000 KO are changed to a fixed three-day event. Half-day 28 board matches will be played in place of the current full-day 56 board matches until such time as the field can play 56-board matches and complete the event in three days.

Effective January 1, 2019 Carried unanimously

Item 182-27: Expand Zero Tolerance Policy

Section 3 – Zero Tolerance in Codification Ch. VIII – North American Bridge Championships, G. Appeals/Recorders, be deleted in its entirety and Chapter I - Membership, D. Goodwill, Ethics and Zero Tolerance, 3 – Zero Tolerance and Chapter XIII – General Tournament Information, C. Appeals and Recorders, be amended as follows:

CHAPTER I – MEMBERSHIP D. GOODWILL, ETHICS AND ZERO TOLERANCE

Section 3 - Zero Tolerance

- 3.1 Zero Tolerance ("ZT") Policy
- 3.1.1 The ACBL Board of Directors and Management are committed to improving acceptable player behavior at all times. In accordance with Laws 74, 80F, 8lC4, 90A, 91 and 92A ("Laws of Duplicate Bridge" or "Laws"), the following policy outlines what is expected of all players. At any event at which an ACBL TD is required to officiate onsite, the provisions of the following policy will be enforced.
- 3.1.2 The ultimate purpose of the ZT policy is to create a much more pleasant atmosphere in our tournaments. We are attempting to eradicate unacceptable behavior in order to make the game of bridge more enjoyable for all. Below are some examples of commendable behavior which, while not required, will significantly contribute to the improved atmosphere:
 - a. Being a good 'host' or 'guest' at the table.
 - b. Greeting others in a friendly manner.
 - c. Praising the bidding and/or play of the opponents.
 - d. Having two clearly completed convention cards readily available to the opponents. (This one is a regulation, not just a nicety.)
 - 3.1.3 The following are some examples of behavior which will not be tolerated:
 - a. Badgering, rudeness, insinuations, intimidation, profanity, threats, or violence.
 - b. Negative comments concerning opponents' or partner's play or bidding.
 - c. Gloating over good results.
 - d. Constant and gratuitous lessons and analyses at the table.
 - e. Loud and disruptive arguing with a director's ruling.
- 3.2 If a player at the table behaves in an unacceptable manner, the director should be called immediately. Annoying behavior, embarrassing remarks, or any other conduct which might interfere with the enjoyment of the game is specifically prohibited by Law 74A. Law 91A gives the director the authority to assess disciplinary penalties.

- 3.3 Zero Tolerance Procedures The following procedures have been given to the tournament directors for implementation.
 - 3.3.1. At the start of each event, the director shall make an announcement that the tournament will be observing ZT for unacceptable behavior. It is requested that the director be called whenever behavior is not consistent with the guidelines outlined above.
 - 3.3.2 The director, when called, shall attempt to determine the facts. If it is established that there was unacceptable behavior, an immediate minimum $\frac{1}{4}$ board disciplinary penalty (3 IMP in team games) shall be assigned to all offenders. This may involve any one or all four players at the table irrespective of who initiated the unacceptable behavior. If both members of a partnership are guilty, the penalties are additive ($\frac{1}{4}$ board each = $\frac{1}{2}$ board). The Board of Directors strongly believes that assignment of disciplinary penalties will improve the overall behavior at our tournaments.
 - 3.3.3 If it is determined that a second offense has occurred in the same event, then the offender(s) shall be ejected from future competition in that event. An offender removed from an event shall be deemed to have not played in the event, no masterpoints will be awarded and no refunds will be made. When a player is ejected or in the case of a serious offense and in the case of multiple offenses (three) during a tournament, the Recorder shall be notified and shall investigate and report to a Charging Party to determine whether a disciplinary committee will be convened to determine whether the offender(s) should be allowed to play in other events at the tournament and/or whether additional sanctions may be appropriate.
 - 3.3.4 Warnings are strongly discouraged and will be given only when there is no clear violation or in cases where the facts cannot be determined. Offenders are to receive immediate penalties. Regardless of who may have initiated unacceptable behavior, ALL offenses are punishable. Retaliatory behavior is a punishable offense. Frivolous accusations will also be considered as offenses under this policy.
 - 3.3.5 In accordance with the Laws of Duplicate Bridge, a director's decision to impose a disciplinary penalty is final; however, all such decisions may be appealed. An appeals committee may not overturn the director's decision but could *recommend* that the director reconsider the imposition of a penalty. It should be noted that the

committee may feel that the penalty assessed was not severe enough and may refer the matter to a disciplinary committee.

3.3.6 A ZT report form shall be available for players to report incidents which occur away from the table and for directors to document complaints and action taken. The DIC shall provide a summary report of all behavioral penalties to the Tournament Chairman and/or Recorder.

CHAPTER VIII – NORTH AMERICAN BRIDGE CHAMPIONSHIPS G. APPEALS / RECORDERS

Section 3 – Zero Tolerance Policy is deleted in its entirety.

CHAPTER XIII - GENERAL TOURNAMENT INFORMATION C. APPEALS, RECORDERS AND ZERO TOLERANCE POLICY

Section 3 – Zero Tolerance

- 3.1 Zero Tolerance ("ZT") Policy
 - 3.1.1 The ACBL Board of Directors and Management are committed to improving acceptable player behavior at all times. In accordance with Laws 74, 80F, 8lC4, 90A, 91 and 92A, the following policy outlines what is expected of all players ACBL sanctioned tournaments and other ACBL sponsored events, as well as in the playing area before and after each session.
 - 3.1.2 The ultimate purpose of the ZT Policy is to create a much more pleasant atmosphere in our tournaments. We are attempting to eradicate unacceptable behavior in order to make the game of bridge more enjoyable for all. Below are some examples of commendable behavior, which, while not required, will significantly contribute to the improved atmosphere:
 - a. Being a good 'host' or 'guest' at the table.
 - b. Greeting others in a friendly manner.
 - c. Praising the bidding and/or play of the opponents.
 - d. Having two clearly completed convention cards readily available to the opponents. (This one is a regulation, not just a nicety.)

- 3.1.3 The following are some examples of behavior which will not be tolerated:
- a. Badgering, rudeness, insinuations, intimidation, profanity, threats, or violence.
- b. Negative comments concerning opponents' or partner's play or bidding.
- c. Gloating over good results.
- d. Constant and gratuitous lessons and analyses at the table.
- e. Loud and disruptive arguing with a director's ruling.
- 3.2 If a player at the table behaves in an unacceptable manner, the director should be called immediately. Annoying behavior, embarrassing remarks, or any other conduct which might interfere with the enjoyment of the game is specifically prohibited by Law 74A. Law 91A gives the director the authority to assess disciplinary penalties.
- 3.3 Zero Tolerance Procedures The following procedures have been given to the tournament directors for implementation.
 - 3.3.1. At the start of each event, the director shall make an announcement that the tournament will be observing ZT for unacceptable behavior. It is requested that the director be called whenever behavior is not consistent with the guidelines outlined above.
 - 3.3.2 The director, when called, shall attempt to determine the facts. If it is established that there was unacceptable behavior, an immediate minimum $\frac{1}{4}$ board disciplinary penalty (3 IMP in team games) shall be assigned to all offenders. This may involve any one or all four players at the table irrespective of who initiated the unacceptable behavior. If both members of a partnership are guilty, the penalties are additive ($\frac{1}{4}$ board each = $\frac{1}{2}$ board) The Board of Directors strongly believes that assignment of disciplinary penalties will improve the overall behavior at our tournaments.
 - 3.3.3 If it is determined that a second offense has occurred in the same event, then the offender(s) shall be ejected from future competition in that event. An offender removed from an event shall be deemed to have not played in the event, no masterpoints will be awarded and no refunds will be made. When a player is ejected or in the case of a serious offense and in the case of multiple offenses (three) during a tournament, the Recorder shall be notified and shall investigate and report to a Charging Party to determine whether a disciplinary committee will be convened to

determine whether the offender(s) should be allowed to play in other events at the tournament and/or whether additional sanctions may be appropriate.

- 3.3.4 Warnings are strongly discouraged and will be given only when there is no clear violation or in cases where the facts cannot be determined. Offenders are to receive immediate penalties. Regardless of who may have initiated unacceptable behavior, ALL offenses are punishable. Retaliatory behavior is a punishable offense. Frivolous accusations will also be considered as offenses under this policy.
- 3.3.5 In accordance with the Laws of Duplicate Bridge, a director's decision to impose a disciplinary penalty is final; however, all such decisions may be appealed. An appeals committee may not overturn the director's decision, but could *recommend* that the director reconsider the imposition of a penalty. It should be noted that the committee may feel that the penalty assessed was not severe enough and may refer the matter to a disciplinary committee.
- 3.3.6 A ZT report form shall be available for players to report incidents which occur away from the table; and for directors to document complaints and action taken. The DIC shall provide a summary report of all behavioral penalties to the Tournament Chairman and/or Recorder.

Effective October 1, 2018 Carried unanimously

Item 182-28: BSAF KO Bracket Changes Second Reading Required

A KO event may be scheduled with the first two sessions played as a Round Robin or Swiss to qualify four teams to the semifinals and finals played over the next two sessions. The current Bracket Size Adjustment Factors for KO Team events are replaced by those in the following charts and the rules following the charts apply to the play and awarding of Masterpoints in the semifinal and final matches.

Bracket Size Adjustment Factor (BSAF) Changes

Top Bracket of an Unlimited KO with 2+ Brackets					
Teams in	Current	New BSAF	%	New BSAF	%
Bracket	BSAF	4 rounds	Increase	3 rounds	Increase
16	1.000	1.000	1.00		
15	0.960	0.970	1.01		
14	0.920	0.940	1.02		
13	0.880	0.910	1.03		
12	0.840	0.880	1.05		
11	0.800	0.850	1.06		
10	0.760	0.820	1.08		
9	0.720	0.790	1.10	0.760	1.06
8	0.600	0.760	1.27	0.700	1.17
7	0.525	0.730	1.39	0.640	1.22
6	0.450	0.700	1.56	0.580	1.29
5	0.375	0.670	1.79	0.520	1.39

Second and Subsequent Brackets of an Unlimited KO					
Teams in	Current	New BSAF	%	New BSAF	%
Bracket	BSAF	4 rounds	Increase	3 rounds	Increase
16	1.000	1.000	1.00		
15	0.960	0.965	1.01		
14	0.920	0.930	1.01		
13	0.880	0.895	1.02		
12	0.840	0.860	1.02		
11	0.800	0.825	1.03		
10	0.760	0.790	1.04		
9	0.720	0.755	1.05	0.735	1.02
8	0.600	0.720	1.20	0.680	1.13
7	0.525	0.685	1.30	0.625	1.19
6	0.450	0.650	1.44	0.570	1.27
5	0.375	0.615	1.64	0.515	1.37

When Round Robin played to Q 4 teams to KO:			
5 or 6 teams in RR			
	Semifinal losers may play off for 3 rd place		
	If played, 3 rd pays 35% of 1 st , 4 th pays 20% 1 st	Gold	
	If not played, no ranks, both teams get 20% of 1st	Red	
7 or 8 teams in RR			
	Semifinal losers may play off for 3 rd place		
	If played 3 rd pays 45% of 1 st , 4 th pays 35% of 1 st	Gold	
	If not played, no ranks, both teams get 20%	Red	
9+ teams in RR			
	Semifinal losers need not play off, both are ³ / ₄	Gold	
	If played, 3 rd pays 45% of 1 st , 4 th pays 35% of 1st	Gold	

The sponsor may stipulate that, as a condition of contest, the 3/4 playoff exists. If the sponsor so stipulates, and one team pays to play but the other team forfeits, ranks and awards for 3rd and 4th apply as if played, by RR size, as above. The sponsor may stipulate that all semifinalists pay for both matches up front.

Effective January 1, 2019 Carried unanimously

Item 182-29: Extend KO Experiments

The experimental method of running KOs as first day qualifying (usually Round Robin) and second day semifinals and finals, with associated increased Masterpoint awards, be extended through December 31, 2018.

Effective immediately Carried unanimously

Item 182-30: Inter-club championship games

Chapter VI - Clubs, Section D, Club Championships and Special Events, 4.4 Inter-Club Championship Games are amended as follows:

- 4.4 Inter-Club Championship Games
- 4.4.1 Overall awards are based on the entire field and the same hands are to be used by participating clubs.

- 4.4.2 ACBL management is authorized to sanction and conduct inter-club championships, which are administered online but played "live." The ACBL may sanction and conduct the event or the ACBL may hold the sanction and sublet the administration of the event.
- 4.4.3 In addition to a club's regular club championships, the club may participate in interclub championships administered online during a time they have a sanctioned game.

Effective January 1, 2019 Carried unanimously

Item 182-31: Daylong Robot Tournaments

Motion 172-15 is amended as follows and Chapter VI– Clubs, Section A, ACBL Club Masterpoint Games, Section 6 Daylong Robot Tournaments is amended to conform to 172-15

A. Two sanctioned daylong online robot games may be held daily per approved online club: 1 IMP, 1 match point. Up to 18 hours are allowed for play. Each daylong game will play either 12 or 18 boards

- B. Masterpoint awards for one-session daylong robot games will be as follows:
 - 1) Section awards capped at current 15 table level.
 - 2) Overall awards for 100+ participants shall be:
 - a) 2.50 for 1st place with 18 boards in play or 1.50 for 1st place with 12 boards (40% reduction) with depth and subsequent award per formula.
 - b) Duplicate awards shall be awarded for each additional 100 participants.
 - c) Sanction fees to be \$1.00 per table for 18 boards and \$0.55 per table for 12 boards.

Effective immediately

Carried Nay: 1, 3, 7, 20, 25

Item 182-32: Regional Charity Games

Chapter IX – REGIONALS

A. REGIONAL TOURNAMENT SCHEDULING AND SANCTIONING

Section 1. Regional Tournament Scheduling is amended:

- 1.6 The minimum monetary contributions for Fund, Foundation or Charity Games held at a Regional is \$7.00 per table, per session.
- 1.7 All single-session events, except Side Series Pairs, Pro-Am Events or any event restricted to Non Life Masters on the first day of a full seven-day regional, must be charity games. The first single-session event must be run for the benefit of the ACBL Charity Foundation, ACBL Educational Foundation, ACBL Junior Fund, ACBL International Fund, Grass Roots Fund, or the Canadian equivalent of these. Subsequent single-session events on the first day of a full seven-day regional must be run for the benefit of one of the above funds or an approved charity selected by the Sponsor.
- 1.8 A regional may run two-session gold point events on the first day of a full seven-day regional tournament. In addition, a regional may schedule the first two sessions of a KO event on the first day of the tournament. The first session of all these two-session, gold point events must be run for the benefit of the ACBL Charity Foundation, the ACBL Educational Foundation, the ACBL Junior Fund, the International Fund, the Grass Roots Fund or the Canadian equivalent of these. The second session may be run for the benefit of one of the above listed funds or an approved charity selected by the Sponsor.
- 1.9 For all regionals other than full seven-day tournaments, the sponsor may choose to hold a Charity Game on any day. The first game held for charity must be run for the benefit of the ACBL Charity Foundation, the ACBL Educational Foundation, the ACBL Junior Fund, the International Fund, the Grass Roots Fund or the Canadian equivalent of these. Any subsequent Charity Game/s may be run for the benefit of one of the above listed funds or an approved charity selected by the Sponsor.

Effective immediately for all tournaments whose schedules have not already been approved. Carried Nay: 5, 24

Item 182-33: GNT Special Conditions of Contest

GNT Special Conditions of Contest - incentives qualifying team ACBL Grand National Teams Special Conditions of Contest would change as follows:

GRAND NATIONAL TEAMS 2017-2018 ACBL SPECIAL CONDITIONS OF CONTEST GENERAL

- 1) This is a team event in which each ACBL district will name a district champion in each category by means of a fair competition that is not necessarily the same from district to district. In districts in which there were at least eight teams competing in a B or C flight in the district final, a second team in that flight will also be considered eligible to compete in the national final of their respective category.
- 2) A player may represent the district in only one flight at the national final. Eligible extra teams in the national final will not be subsidized in any way by the ACBL.

Motion failed

Aye: 1, 4, 6, 7, 9, 10, 12, 16, 20, 21, 22, 25

Item 182-34: Instant Matchpoint

Section D, Special Games at Clubs of the MPBOOK is modified to read:

ACBL Instant Matchpoint Game – Section tops include 1.00 gold masterpoints; remaining awards are 50% Black/50% Red masterpoints This shall include section tops for any flight/strata with a masterpoint limit of 750 or more.

Effective: August 1, 2018 Carried unanimously

Item 182-35: Open Game Awards

Section A: Open Game Awards of the MPBOOK is modified to read:

For section awards, the lowest strata must have at least three pairs.

Effective immediately Carried unanimously

Item 182-36: Simplify Handicap Game

Chapter VI – Club Sanctioned Games, B. Types of Club Masterpoint Games, Section 5 – Other Club Games 5.2 Handicap Games is modified as follows:

5.2.1 Clubs may establish handicaps considering the player's masterpoint holdings.

Effective January 1, 2019

Carried Nay: 20, 25 Abstain: 7

Item 182-37: Section A: Depth of Awards of the Masterpoint

Section A: Depth of Awards of the Masterpoint Book is amended as follows:

For more than 10 tables, the depth of the award is 25% of the number of pairs in the field.

Also, that similar references for teams and individual games be amended to 25% of the field.

Effective January 1, 2020 Carried unanimously

Item 182-38BR: Limited One-Day Sectionals

Chapter X – SECTIONALS, A. GENERAL, Section 1 – Sectional Tournament Allocations is amended as follows:

1.5 A Unit may not schedule more than six one-day Limited Sectionals in any calendar year.

Effective immediately, for any new sanction applications. Carried unanimously

Item 182-39: Masterpoint for Regular Club Games Second Reading Required

The "Masterpoints for Regular Club Games" section of the Masterpoint Book is revised as follows:

Masterpoints for Regular Club Games

A sanctioned club game awards masterpoints to approximately 40% of the contestants in each session. Section awards for all games (open, invitational, restricted, and newcomer) are based on the number of pairs, teams, or individuals in each group.

The size or denomination of a masterpoint award is determined by a formula that takes into account the level of competition and the number of tables.

♦ CALCULATING THE AWARDS

Section awards for all games (open, invitational, restricted and newcomer) are based on the number of pairs, teams or individuals in each group. For example, an eight-table Mitchell movement is two groups of eight pairs. A five-table Howell movement is one group of ten pairs. In a Mitchell movement, a half table will be treated as though it were a full table. For example, seven and a half tables would be eight pairs in each group while a five and a half table Howell is eleven pairs in the comparison group. Depth of awards is 40% times the number of pairs in the comparison group, rounded to the nearest whole number with .5 rounded up. For overall awards, a half table is counted as a full table.

A. OPEN GAME AWARDS

Open games award .10 MP per table for first place in each group. The second place award is 70% of 1st, third is 50% of 1st, fourth is 35%, fifth is 1/5 and sixth is 1/6, etc. This applies to all open sections for pair, and individual games. The maximum section award is 1.50 masterpoints. Stratified pairs may be conducted with two or three strata. The lower strata may have any upper masterpoint limitations suitable for a club, with masterpoint awards calculated as if they were independent restricted games. For section awards, the lowest strata must have at least three pairs. For overall awards, the lowest strata must have five pairs, regardless of movement.

1. MARGIN FOR RANKING FINISHERS

Score adjustments, carryovers and raw scores will be rounded to two decimal places, with .01 constituting a margin of separation for ranking and masterpoints. Any margin between contestants will be sufficient separation for purposes of qualification.

2. SEEDING

Seeding means specifically seating strong pairs (or weak pairs) in a manner such that, relative to the movement, every contestant plays against a group of opponents of approximately the same strength. In a one-section event, both directions should be balanced. In a multi-section event, all fields should be balanced. In two-session events, the balance should be maintained for both sessions.

If there is an active effort to seat all strong pairs in one direction and the weak pairs in the other, the session must be classified as an invitational/restricted game. Further, if all strong pairs are seated in one section and all weak pairs in another, the strong section qualifies as open, and the other section becomes restricted/invitational.

Seeding is not mandatory for any regular masterpoint games. All seating may be random by luck of the draw or on a first-come, first-served basis. Regular masterpoint games generally are not seeded, but all events with club championship or higher rating should be seeded.

3. AWARDS FOR TIED POSITIONS

When two pairs tie for the same position, the appropriate individual masterpoint awards are determined by adding the masterpoints for that position and the next lower position; the members of each pair then receive half of that total. If three pairs tie for a position, the masterpoints for that position and the next two lower positions are added, and the members of each pair receive one-third of that total. In the unlikely event that four or more pairs tie for the same position, this mathematical procedure continues to the appropriate level to determine the masterpoint awards for the members of each pair.

When there is a two-way tie for the last position awarding masterpoints, the next lower award is calculated. This is added to the last place award, and the sum is divided between the two pairs.

4. NUMBER OF BOARDS

An open pair game must have a minimum of two and a half tables. A two table individual with a one winner movement or a two table team game (match awards only) is allowed. In any open club game, every contestant must be scheduled to play a minimum of 18 boards to receive full masterpoint awards.

Sanctioned clubs may hold shortened regular open games with a minimum number of boards played of 12 - 17. Masterpoints are awarded at 60% of the award for open games.

B. INVITATIONAL/RESTRICTED GAMES AWARDS 1. INVITATIONAL GAMES

An invitational game is one that limits or places restrictions (other than masterpoint holding) on who can participate in its events. Some common restrictions include:

- ♠ Members and guests of the organization that holds the sanction (such as country club or fraternal organization).
- ◆ Personnel (and their families and guests) of industries that are currently participating in commercial and industrial leagues
- ◆ Sections or directions segregated according to strong and weak pairs
- **♦** Strong players forbidden to play as partners

- **♠** Husbands and wives only
- ▲ Life Masters excluded or required to play with non-Life Masters
- ♠ Members of one sex only

Eligibility may be restricted for any reason except those that violate ACBL regulations.

Invitational games award .08 masterpoint per pair for first place in each group. Other placements are based on the same percentages as for Open clubs. The maximum section award is 1.20 masterpoints. The same awards are used for men's/women's, mixed, pro-am and senior games in both Open and Invitational clubs.

2. RESTRICTED GAMES

A restricted game is one that limits participation based upon the masterpoint holding of the participants. An upper limit is defined for the game and no player holding more than that value should be allowed to participate. In limited circumstances, a player holding more than the limit may be allowed to participate (such as to fill a half table), but the pair in question are ineligible to earn masterpoints.

Restricted games determine their first place awards using a scale value based upon the masterpoint limitation of the game, multiplied by the pairs in each group. Other placements are based on the same percentages as for Open clubs.

The scale values per masterpoint limitation are as follows:

<u>Upper Limit</u>	<u>Multiplier</u>
300 or more masterpoints but not Open	0.8
200 masterpoints	0.7
50 masterpoints	0.6
20 masterpoints	0.5
10 masterpoints	0.4
5 masterpoints	0.3

If a club elects to use limits between the defined values, the multiplier used is that for the lower limit value. So, a game with a 100 masterpoint limit would use the same 0.6 multiplier as a game with a 50 masterpoint limit.

C. NEWCOMER GAME AWARDS

A newcomer game is limited to players who hold fewer than 20 masterpoints, although a club can set a lower maximum, such as one masterpoint, if it so desires. A newcomer game is conducted to acquaint new players with duplicate bridge and to encourage participation by inexperienced players.

A newcomer pair game must consist of at least two and a half tables. However, there are masterpoint awards for two table newcomer games conducted as individuals or team games. Participants must be scheduled to play a minimum of six boards.

ACBL recognizes that some relatively skilled players, through failure to register their club masterpoints, retain masterpoint eligibility to participate in newcomer events inappropriate to their skill and/or experience. When the director or club management determines that the ability of a player is vastly superior to that of the other newcomer game participants, the club may refuse entry of that player in its newcomer events. In such a case, the director should advise the player, as diplomatically as possible, that he or she is too proficient to play in the newcomer game. The director should encourage the player instead to participate in the club's games with a higher masterpoint limitation or the open games.

1. PLAYERS WITH 20 OR MORE MASTERPOINTS

Subject to specified conditions, a club may allow one or two players who hold 20 or more masterpoints to play in a newcomer game. This would be the case when there is a single newcomer player available whose participation would eliminate a half table movement. For example, if there were 13 pairs plus one single, there would be a six and a half table game which, by adding a player, would become seven tables. In this instance, the club may allow one non-newcomer to play.

In addition, when there are an odd number of newcomer pairs entered, resulting in a half table movement, the club may allow two non-newcomer players to participate if each plays with a newcomer partner. If a Mitchell type movement is used, then the two newcomer/non-newcomer pairs must sit in opposite directions. These pairs are ineligible for masterpoint awards from the newcomer event. In no case may the two non-newcomer players play as partners.

2. LOSS OF RANKING

Pairs in which one partner is a non-newcomer will not receive masterpoints and will not be ranked. For example, if an ineligible pair earns sufficient matchpoints to have finished second, that pair is not ranked. Instead, the third place pair is ranked second and receives the second place masterpoint awards. In such a case, all lower ranked pairs move up one rank, accordingly.

3. MASTERPOINT AWARDS

Newcomer games award masterpoints per the masterpoint limitation as in a restricted game, or the values defined based upon the number of boards played. If the number of boards played is less than twelve, the masterpoint value is the same as in a game limited to 5 masterpoints (0.3 per pair in group).

D. OVERALL AWARDS FOR LARGE CLUB GAMES

Club games with more than one section may issue overall awards comparing all the sections. Club games with a single section exceeding fifteen tables may also issue overall awards. Awards may not exceed 4.00 for Open clubs, 3.20 for Invitational clubs and 3.00 for Newcomer clubs. Second place would be 75% of first, third 75% of second, etc. through a maximum of six places.

1. PAIR AWARDS – SECTION OR OVERALL

Pairs receive their section awards or their overall award, whichever is greater, but not both. For example, a pair whose section award was 0.50 and whose overall award was 0.65 would be credited with 0.65 masterpoints. Conversely, a pair with a section award of 0.90 and an overall award of only 0.75 would be credited with the 0.90 masterpoints.

2. ADJUSTMENTS TO SECTION AWARDS

For large games, the section masterpoint awards formula for lower placements is modified to provide a smooth transition from fifteen to sixty pairs. The following applies for 16 to 59 pairs:

1. Calculate the placing award using the scale for overall awards for 4 session events. Second is 75% of first; third is 75% of second; lower placements use the formula:

$$Ap = (A1*4)/(p+5)$$

where Ap is the masterpoint award for a place position, A1 is the first in section award (1.50 by regulation) and p is the place position of the pair.

- 2. Calculate the placing award using the existing club scale for first place without the 1.50 regulation cap.
- 3. Compare the placing awards from #1 and #2 above and use the lower award.

So, as an example, the fourth place award in a twenty table game would be the lower of the values of #1 and #2. The formula in #1 gives a value of (1.50*4)/(4+5) = 6/9 = 0.67. The value under #2 would be (0.35)*(20*0.1) = 0.70. Accordingly, 0.67 would be the award given. In contrast, the fifth place award would use #2, where the value would be 0.40, in comparison to the 0.60 derived from #1.

D. OTHER CLUB GAMES

1. CRUISE CLUBS

Games held under special sanctions for sea and land cruises award masterpoints that are restricted based upon the number of boards played in the event. If the games are between 12-17 boards, the masterpoints are 50% of the award for a similarly sized Open club game. If 18 or more boards are played, then the award is 80% of an Open game. Cruise clubs are allowed to hold one club championship for every fourteen days they are at sea. The masterpoint awards from the championship use the same reductions based upon the boards in play.

2. ONLINE CLUBS

Sanctioned online games award masterpoints that have no pigmentation ("colorless"). The total number of masterpoints available to be awarded in an online club game is the same as in a comparably sized face-to-face game.

3. FLIGHTED EVENTS AT CLUBS

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. If the Open event is stratified (field divided based upon masterpoint levels into additional comparison fields within the event), then this addition only applies to the awards for the unrestricted Open field; lower restricted fields are based solely upon the table count within their field in the event. This addition may only be used by Open games; Invitational or Restricted games are not eligible.

Clubs that run Newcomer (under 20 masterpoint) events concurrent with their regularly sanctioned games may include the table count from the newcomer event to that of their regular game for determining the masterpoint awards for their game. This addition applies to all comparison fields in the regular game.

Special Club Games

The ACBL authorizes clubs to offer a variety of special games which provide increased masterpoints.

The ACBL has divided the special games that clubs can hold into two groups, based upon the classification rating used as a variable in the General Formula assigned to those events.

Club Special Games Class I – Rating 150% of Standard Masterpoint Game:

- Club Championship Game
- **♦** Unit Championship Game

- **▲** Inter-Club Championship Game
- Special Fund Games (Junior Fund, Charity Fund, International Fund, Grass Roots Fund & Educational Foundation)

Club Special Games Class II – Rating 200% of Standard Masterpoint Game:

- **♦** Club Appreciation Game (Pairs & Team)
- ♠ Club Membership Game
- **♦** Upgraded Club Championship
- ♠ ACBL Instant Matchpoint Game
- ♠ North American Pairs
- ♠ Grand National Teams
- ♠ ACBL-Wide Senior Pairs
- ▲ ACBL-Wide Charity Game
- World Wide Bridge Contest
- **♠** ACBL-Wide International Fund Game
- ♠ ACBL-Wide International Fund Game Canada
- **♠** GNT Fund Raiser Games
- **♦** NABC Promotional Games
- ♠ Progressive Sectional Qualifying Game
- ◆ Sectional Tournament at Clubs (STaC) Game
- ♠ Unit/District Fund Game
- ♠ Unit Extended Team Game
- ◆ CNTC Master/Non Master Club Level & Canada Rookie/Master
- **♦** CWTC
- ◆ CNTC (Club and Unit Level)
- ◆ COPC Club Level
- **♦** CBF Simultaneous Pairs

A. NUMBER OF BOARDS

Clubs are allowed to hold either regular club championships (18+ boards played) or shortened club championships (12-17 boards played). The overall awards for shortened club championships are 60% of regular club championships. A shortened club championship (12-17 boards) overall award is capped at 3.60 masterpoints. Regular club championships (18+ boards) and Special Fund games Class I are capped at 6.00 masterpoints. For all other special club games (Class II), the minimum number of boards is 18 and the overall award is capped at 8.00. Specific events require a higher number of boards. That requirement is defined in the

conditions of contest for those events. If a two-session special game is held, the first place award receives an additional 50% increase.

In all events, the 1st place award, rounded to the nearest one hundredth of a masterpoint, is used to compute all subsequent awards. The following table describes how these awards are calculated for the events listed under the T variable.

Overall			
Position	One Session	Two Sessions	Three or More Sessions
2	75% x Previous	75% x Previous Position Aw	ard
	Position Award		
3	75% x Previous	75% x Previous Position Aw	ard
	Position Award		
4	75% x Previous	75% x Prev. Pos. Award	See formula below
	Position Award		
5	75% x Previous		
	Position Award	Award (P) = $\underline{\text{(First Place Aw})}$	ard)*(# of Sessions) _
6	75% x Previous	(Overall Position + 2*(# of S	Sessions) - 3)
	Position Award		
7	75% x Previous		
	Position Award		
8	75% x Previous		
	Position Award		
9+	1st Place Award /		
	Overall Position		

Note: For six session NABC+ pair games, all pairs that qualify for the final two sessions will receive the calculated overall awards (i.e., the absolute limit will not apply).

1. **DEPTH OF AWARDS – PAIR EVENTS**

For more than 10 tables, additional awards will be given if the calculated award is not less than one (1.00) masterpoint. The depth of the award is at least 10% of the number of pairs in the field, up to a maximum of 25% of the number of pairs in the field, subject to the absolute limit on overall awards.

2. **DEPTH OF AWARDS – TEAM EVENTS**

For more than 19 tables, additional awards will be given if the calculated award is not less than one (1.00) masterpoint. The depth of the award is at least 10%

of the number of teams in the field, up to a maximum of 25% of the number of teams in the field, subject to the absolute limit on overall awards.

3. **DEPTH OF AWARDS – INDIVIDUAL EVENTS**

For more than 5 tables, additional awards will be given if the calculated award is not less than one (1.00) masterpoint. The depth of the award is at least 5% of the number of players in the field, up to a maximum of 35% of the number of players in the field, subject to the absolute limit on overall awards.

B. SESSION AWARDS FOR PAIR/INDIVIDUAL EVENTS

The depth of session awards is 40% of the number of entrants in field (rounded to the nearest integer with halves rounded up). Awards for second and lower positions are based on the same percentages as for regular club masterpoint games; i.e. 70% for second, 50% for third, 35% for fourth, and lower awards as the first award divided by the place position.

<u>Tables</u>	Places
3	2
4	3
5-6	4
7-9	5
10 +	6

Tables	Places
3-4	1
5-6	2
7-8	3
9-12	4
13-18	5
19 +	6

<u>Tables</u>	<u>Places</u>
2	2
3	3
4	4
5 +	5

C. MATCH AWARDS IN SWISS/ROUND ROBIN TEAM EVENTS

In team events, the award for winning a match is determined based upon the number of boards played in the match and factors based upon the level of competition and classification of the event. The formula for these awards is:

Match Award = D*L*M*P

The two new factors (D & L) are defined as follows:

♠ D A factor based on the classification of the event.

CLASSIFICATION	D FACTOR
Club Masterpoint	0.450

♠ L A factor based on the number of boards played in a match.

For fewer than 24 boards, L = (Number of Boards)/24

For 24-47 boards, L = 1.00

For 48 + boards, L = 1.50

D. SPECIAL AWARDS IN CLUB EVENTS

For the following events at clubs, color masterpoints other than black are authorized as part of the awards.

- ♠ ACBL-wide International Fund Events Awards 50% Black/50% Red masterpoints
- ♠ North American Pairs: Club Level Awards 50% Black/50% Red masterpoints
- ♠ World Wide Bridge Contest Awards 50% Black/50% Red masterpoints
- ♠ Grand National Teams: Club Level Awards 50% Black/50% Red masterpoints
- ♠ Club Appreciation Game: Teams Awards 5% Gold masterpoints, up to maximum of 0.25 masterpoints; remaining awards are black masterpoints

◆ ACBL Instant Matchpoint Game – Section tops include 1.00 gold masterpoints; remaining awards are 50% Black/50% Red masterpoints

Effective January 1, 2019 Carried unanimously

Item 182-41: Knockout Events Bye

Item 143-111: Knockout Events Bye – In the Spingold, the Vanderbilt, Senior KO, the Wagar and any future knockout events on the NABC calendar, if a team is awarded a bye, it will not count as a win toward its two-win requirement to place in the overalls. In all flights of the GNT, the Swiss qualifying round plus a win in the knockout phase will count as two wins toward qualifying for the overalls is rescinded.

Effective immediately Carried unanimously

Item 182-43: Limited and Invitational Games at STaCs

Item 181-19 Limited and Invitational Games at STaCs, paragraphs # 5, 6 and 7 effective date of January 1, 2019, is amended to Effective date of January 1, 2021.

Effective January 1, 2021

Carried Nay: 13 Abstain: 1, 7, 11

NABC REVIEW

Subeck (C), Bagley (VC)

Aguino, C. Jones, Norden, Zayac Staff: Sullivan

As reported by Committee Chair

Item 182-76: Women's BAM Teams

The Marsha May Sternberg Women's BAM Teams is removed from the Fall NABC schedule.

Effective January 1, 2019

Carried Nay: 24, 25

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Item 182-77: Baze Senior KO

The Baze Senior KO is removed from the Fall NABC Schedule starting in 2019.

Effective January 1, 2019

Carried Nay: 3, 9, 11, 19, 25

APPEALS & CHARGES

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

As reported by Committee Chair

Item 182-01: Reports on Hearings

Staff: Dunn

Pursuant to CDR 7.2.6(a), the Appeals and Charges Committee ("A&C") reviewed the case of Jerry Myers who had been disciplined by the Unit 167 Disciplinary Committee. The Unit Disciplinary Committee had found that Mr. Myers had engaged in conduct unbecoming a person participating in an ACBL tournament or event, mandating a discipline of one-year Suspension followed by one-year Probation (Suspensions of one-year or more are reviewed by A&C). A&C found that the Charges against Mr. Myers were supported by the evidence and the Unit Disciplinary Committee had properly found that Mr. Myers had violated the CDR. The Committee also found that the discipline imposed was appropriate. Accordingly, the Unit Disciplinary Committee decision is AFFIRMED.

Item 182-02: CDR Regulations

The changes to the Code of Disciplinary Regulations as set forth in Attachment 1 to this motion be, and hereby are, approved. (Attachment C)

Effective immediately

Carried Nay: 7 Abstain: 1

* * * * *

The meeting was called to order by President Jay Whipple on Wednesday, July 25, 2018, at 9 a.m.

Present: Same as Tuesday
Absent: Same as Tuesday
Also Present: Same as Tuesday

GOVERNANCE

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

As reported by Committee Chair

Item 182-60: Executive Director Title

Staff: Trejo

All references to CEO or Chief Executive Officer in the Codification are replaced by Executive Director.

Effective immediately Carried unanimously

Item: 182-61: Executive Director Candidates

Chapter II, Business Management, B. Employees and Consultants, Section 5. CEO Succession Plan is amended as follows:

- 5.5 Responsibilities of the Search Committee:
- 5.5.16 Present at least two candidates to the Board of Directors along with its recommendation(s).

Effective immediately

Carried Nay: 4, 5, 6, 7, 8, 9, 12, 14, 15, 21, 22, 24

Item 182-62: Executive Director Contractual Arrangements

Chapter II, Business Management, B. Employees and Consultants, Section 5. CEO Succession Plan is amended as follows:

- 5.5 Responsibilities of the Search Committee:
- 5.5.18 The Board shall approve the terms of employment, including the final terms of any employment contract. The Search Committee will arrange for the preparation of any necessary employment documents, using independent legal counsel as needed.

Effective immediately

Motion failed Aye: 2, 3, 6, 11, 12, 13, 16, 17, 19, 21, 22

Item 182-63: Revise Conflict of Interest Policy

Chapter IV – Board Procedures, A. Administration, Section 8 – Conflict of Interest Policy is revised as follows:

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. Such contract or transaction must be 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 or by marriage), children (whether natural or adopted or by marriage), grandchildren, great-grandchildren, or (3) the spouse or domestic partner of his or her brothers, sisters, children, grandchildren, and great-grandchildren.

Effective immediately Carried unanimously

Item 182-64: Board cost savings

Chapter IV Board Procedures, B – Expenses of the Codification referenced below be modified as follows:

2.3 Hotel

2.3.1 Board members will be reimbursed at the ACBL host hotel negotiated room rate incurred beginning with the night before their first officially scheduled meeting and continuing through the night the board meetings conclude.

2.4 Per Diem Meals

2.4.2 Per diem will be paid beginning with the day before the first officially scheduled meeting through the travel day after the board meetings conclude.

Effective January 2019

Motion failed

Aye: 1, 4, 5, 6, 7, 9, 10, 11, 12, 14, 22

Item 182-65: Masterpoint Committee

CHAPTER IV – ACBL BOARD OF DIRECTORS, D – COMMITTEES, Section 5 – Other ACBL Bodies be appended as follows:

5.11 Masterpoint Committee

5.11 Masterpoint Committee

- 5.11.1 The purpose of the Masterpoint Committee is to review the allocation of masterpoint awards and make policy-based recommendations to the Board of Directors. The Masterpoint Committee reviews the allocation of masterpoints and makes recommendations to ensure: a) overall consistency in masterpoint awards, b) an appropriate balance in awards between types of events, c) appropriate award levels among finishers within an event, and d) clarity of requirements and formulas for those organizations responsible for calculating masterpoints.
- The Masterpoint Committee will consist of a minimum of seven members, three of whom are appointed at-large by the Chairman of the Board of Governors, two of whom are members of the board of directors and two of whom are ACBL employees. Two of the members are members of the Board of directors. Three of the members are appointed by the ACBL President. Two members are ACBL employees.
- 5.11.3 The three at-large appointees of the Chairman of the Board of Governors shall be neither ACBL employees nor members of the Board of Directors. The Chairman of the Board of Governors shall make recommendations for

- the three at-large appointees, and the ACBL President shall choose from among those recommendations.
- 5.11.4 The ACBL President and the Chairman of the Bridge Committee are ex-officio members of the Masterpoint Committee. If either or both of these ex-officio members prefer not to be on the Masterpoint Committee, then the ACBL President may appoint a replacement from among the board of directors. In addition, aAny member of the board of directors may elect to become a member of the Masterpoint Committee by so notifying the ACBL President. Management shall annually appoint two members to the Masterpoint committee.
- 5.11.5 The term of office for the three at-large members shall be staggered three-year terms.
- 5.11.6 The chairman of the Masterpoint Committee shall be annually selected from among the committee members.
- 5.11.7 The Masterpoint Committee members will be appointed and confirmed at the Spring NABC. The term of office will begin on the day following the end of the Spring NABC and will expire on the day following the end of the appropriate subsequent Spring NABC.
- 5.11.8 If a member of the committee is unable to serve his entire term for any reason, the vacancy so created will be filled by the ACBL President at the next meeting of the Board of Directors, subject to board approval. The newly appointed member will serve the remainder of the unexpired term.
- 5.11.9 Members of the Masterpoint Committee who are not members of the ACBL Board of Directors or employees of the ACBL will receive one two-session entry per meeting to an NABC+ event or lower. It is good for one year from date of receipt. Only those in attendance for all required meetings will be compensated.
- 5.11.10 Any member of the Masterpoint Committee that has an unexcused absence as determined by the committee chairman for three consecutive meetings will be considered as resigned and the president will appoint someone to finish out the remaining term.
- 5.11.11 Recommendations of the committee that require incorporation into systems that compute masterpoints are due by April 15th so that they may be reviewed and voted on in the summer board meeting.
- 5.11.12 The initial work requested of the Masterpoint Committee is a report no longer than three pages summarizing in a non-technical way the status and major issues of the Masterpoint Committee. The ACBL President and Chair of the Bridge Committee may jointly agree to change all or any part of the initial work request.
- 5.11.13 <u>Motions passed by this committee potentially require two readings of the Board of Directors.</u>

Effective January 1, 2019

Deferred to Fall 2018 in Honolulu, HI

Deferral carried Nay: 1, 2, 4, 7, 17, 18, 23, 24 Absent: 8

The Board went into Executive Session at 10:46 a.m.

Upon conclusion of the Executive Session the Board of Directors resumed in Full Board at 10:51 a.m.

ACBL Management Report

The report of Acting Executive Director Joe Jones is received. (Attachment D)

Item 182-91: Hall of Fame Appointment

Ross Grabel is appointed to fill the remaining term of Nader Hanna. The term will end Spring 2019 NABC.

Eddie Wold is appointed to fill the remaining three-year term of Paul Lewis. The term runs from Spring 2017 through the end of Spring 2020 NABC.

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

As reported by Committee Vice Chair

Item 182-10: Updated Whistleblower Policy

The Whistleblower Policy in Codification Ch. II – Business Management, B. Employees and Consultants, is revised as follows:

Section 4 – Corporate Compliance and Whistleblower Policy

4.1 The ACBL requires directors, officers, employees and volunteers to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the ACBL, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws, regulations and internal regulations.

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- 4.2 Reporting Responsibility It is the responsibility of all directors, officers, employees and volunteers to report any actions taken by or within the ACBL that are illegal, fraudulent or in violation of any adopted policy of the ACBL (hereinafter referred to as 'violations') or suspected violations in accordance with this Whistleblower Policy.
- 4.3 No Retaliation No director, officer, of employee or volunteer who in good faith reports a-violation shall suffer intimidation, harassment, or other retaliation or, in the case of employees, adverse employment consequence (or adverse consequence to the position the director, officer or volunteer holds). Any person who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment or removal from office or position. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within ACBL prior to seeking resolution outside ACBL.
- 4.4 Reporting Violations ACBL has an open-door policy and suggests that directors, officers, employees and volunteers share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. If an employee is not comfortable speaking with their supervisor or the employee is not satisfied with his/her supervisor's response, the employee is encouraged to speak with someone in the Human Resources Department or anyone in management whom the employee is comfortable in approaching. Supervisors and managers are required to report suspected violations to the ACBL's Compliance Officer, who has specific and exclusive responsibility to investigate all reported violations, or to the Human Resources Manager who must notify the Compliance Officer. For suspected fraud, or when an employee is not satisfied or is uncomfortable with following ACBL's open door policy, that employee should promptly contact ACBL's Compliance Officer directly. Directors, officers, and volunteers are encouraged to notify the Compliance Officer directly of any suspected violations.
- 4.5 Compliance Officer -The ACBL's Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning violations and shall advise the Audit Committee (and, at his/her discretion, the Executive Director). In conducting such investigations, the Compliance Officer shall, where appropriate, seek the assistance of the Human Resources Manager or other ACBL personnel. The Compliance Officer has direct access to the Audit Committee of the Board of Directors and is required to report to the Audit

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Committee at each regular Board meeting on compliance activity. The ACBL's Compliance Officer is the In-House Counsel of the ACBL.

- 4.6 Accounting and Auditing Matters -The Audit Committee of the Board of Directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Compliance Officer shall immediately notify the Audit Committee or, in the alternative, when a conflict exists with the Audit Committee, the President of the ACBL, of any such complaint and work with the Audit Committee or the President until the matter is resolved. Directors, officers, employees and volunteers may also report any concerns in these areas directly to the Chair of the Audit Committee.
- 4.7 Acting in Good Faith Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.
- 4.8 Confidentiality Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously by phone, email or regular or overnight mail to one of the parties identified in subsection 4.9.2 below. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.
- 4.9 Handling of Reported Violations The Compliance Officer or the Human Resources Manager will notify the sender, if known, and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation. The person who is the subject of a whistleblower complaint or allegation may not be present at, or participate in, any Board or committee deliberations or vote on the matter relating to that complaint or allegation. However, the board or committee may request that the person who is subject to the complaint or allegation present information as background or answer questions at a committee or Board meeting prior to the commencement of deliberations or voting relating to the matter. If appropriate, the sender will be apprised of the outcome of the investigation. If, after a reasonable period of time the sender believes appropriate action has not been taken by the party to whom the violation was originally reported, he or she may submit another report to one of the other parties listed below.

4.9.1 **ACBL Management Staff:**

Human Resources Manager 6575 Windchase Blvd. Horn Lake, MS 38637-1523 (O) 662-253-3100

4.9.2 **Compliance Officer:**

Linda Dunn, Esq. c/o ACBL 6575 Windchase Blvd. Horn Lake, MS 38637 (O) 662-253-3182 linda.dunn@acbl.org

4.9.3 Audit Committee Compliance Officer:

Audit Committee Chair

- 10. Annually, the ACBL Audit Committee will provide <u>a</u> dated/reviewed/approved copy of this Whistleblower Policy to the Human Resources Manager for organizational distribution and posting on the ACBL website.
- 11. This Whistleblower Policy shall apply to all directors, officers, employees and volunteers of the ACBL. It does not apply to any director, officer, employee or volunteer of an ACBL-affiliated District, Unit or other ACBL-affiliated organization. Those organizations are encouraged to adopt their own policy.

Effective immediately Carried unanimously

FINANCE

Glasson (C), Muñoz (VC)

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

Staff: J. Jones

As reported by Committee Chair

Item 182-45: ACBL Temporary Membership

Chapter I, Paragraph C, Sections 4 and 5 of the Codification shall be amended to read as follows:

- 4.1 A Temporary Membership will be available only for players who have not been previously a regular ACBL member. However, a member who has only held a Temporary Membership may buy another Temporary Membership a maximum of three times.
- 4.2 Temporary members may only be referred by a teacher, club, or tournament. The referring teacher, club or tournament will receive a recruitment bonus of \$4 for each temporary membership, and an additional \$2 plus the current recruitment incentives for each member who joins for the year during their trial.
- 4.3 Temporary memberships are valid for three months.
- 4.4 During the membership period, a Temporary Member is a General Member, with the same rights and obligations as full-membership members.
- 4.5 A Temporary Member will become inactive after the expiration of her/his Temporary Membership. When the membership expires he/she will lose the \$7.99 credit toward renewal to a full year.

Section 5 – Rates for Dues and Life Master Service Fees

5.1 Current rates for full membership dues and life master service fees—as determined by the ACBL Board of Directors—are (USD): 1-month 1-year 3-year. New members can now test-drive ACBL for three months before committing to a full-year membership plan (New members can purchase up to 4 temporary memberships). Also due to low demand, we are eliminating the 2-year membership. As of August 15, 2018, here is a list of ACBL membership plans available:

Temporary	\$7.99 3	3 Months
Junior	\$5	
New Member 1st Yearly Membership	\$32.99	
Regular	\$49	\$117
Household	\$82	\$216
Life Member	\$46	\$108
Patron (Individual)	\$275	\$750
Patron (Household)	\$375	\$1,050

5.2 Welcome Membership Packets will be created and be available to order and customize on the ACBL website, a quick download version will be made available.

Motion failed Aye: 10, 24, 25

Item 182-46: ACBL Tournament Directors

Chapter II, Business Management, Section A, Finance, Section 3, Management Functions be amended as follows:

3.1.21 – Management shall ensure that all charges to tournament sponsors, including but not limited to directors' fees, equipment charges, and supply fees, shall reflect the actual services and supplies provided to the sponsor and be used specifically for the benefit of the sponsor's tournament.

Motion failed Aye: 25 Absent: 10

Item 182-47: Fees and Changes

Chapter X – Sectionals, B. Finance, of the Codification is amended as follows:

CHAPTER X - SECTIONALS B. FINANCE

Section 2 – Fees and Charges

1. Sectional tournaments are charged a surcharge in lieu of the transportation cost of the nearest director of highest rank, in addition to the usual table sanction fees and

- tournament director fees. This surcharge does not apply to progressive Sectionals, STaCs, Sectionals at Sea, or Sectionals held at the same site as a restricted Regional.
- 2. STaC sanction fees are calculated on a sliding scale dependent on the number of tables in the STaC.
- 3. The added fee per player, that is required to be collected at sectionals from non-members or non-service paying LMs, is waived for STaCs.
- 4. Sectionals at Sea have a unique schedule of fees and charges.
- 5. All of these fees are subject to annual review by the Board of Directors and are posted in the ACBL Handbook, Appendix G, Prices and Fees.
- The sanction fee will be waived for sectional and regional tournament events which are designed to introduce new players to tournaments and which do not charge entry fees.
- 7. No sanction fees will be charged for free fill-ins.
- 8. Management is authorized to waive any board-mandated sanction fee for cause. This authority may be used for a specific event(s) or an entire tournament.

Effective August 1, 2018 Carried unanimously

<u>Item 182-48: Chapter IV – Board Procedures, B. Expenses, Section 5 – Other Expense</u> <u>Reimbursement</u>

Chapter IV – Board Procedures, B. Expenses, Section 5 – Other Expense Reimbursement is deleted.

5.1 Each first-term member of the Board of Directors will be invited to the meeting prior to joining the Board. In order to encourage new members to attend and become familiar with the workings of the board and provide a smooth transition, they will be compensated for transportation, hotel and per diem expenses in the same manner as serving board members, however, hotel reimbursement will be paid only through the night the board meetings conclude. Per diem will be paid for the days of travel to and from the meetings and during

the days of the meetings.

Effective immediately

Carried Nay: 5, 16, 18 Abstain: 1

Item: 182-50: NABC Allowable Expense

CHAPTER VIII - NORTH AMERICAN BRIDGE CHAMPIONSHIPS, C. FINANCES, Section 1-Host Organization is amended to read as follows:

- 1.1 The following services and materials will be provided by the ACBL:
 - 1. Player Hospitality The ACBL will host a welcome party on the first Friday of the NABC.
 - 2. The ACBL will provide a snack for the players on the first Thursday and from Saturday to Saturday after the evening session. The ACBL will confer with the local committee on the choice of snacks to provide local flavor.
 - 3. The ACBL will provide a \$2 coupon to be used at the concessions for each player at the 10 and 3 games throughout the tournament.
 - 4. The local committee may choose a welcome gift for the players. The cost of the welcome gift is not to exceed \$5 inclusive of tax and shipping to Horn Lake and is submitted to the meeting planner for approval. The ACBL will order and pay for the welcome gifts.
 - 5. The local committee may choose a section top prize for the players. The cost of the prize is not to exceed \$4 inclusive of tax and shipping and must be submitted to the ACBL meeting planner for approval. The ACBL will order and pay for the prizes
 - 6. Printing, as approved by ACBL to include the souvenir program book, restaurant guide, flyers and other promotional materials.
 - 7. Intermediate/Novice Program ACBL will arrange for and compensate all novice program speakers. ACBL will provide promotional material to clubs and to players with fewer than 100 masterpoints within the area of dominant influence of the tournament.
 - 8. The local committee may choose a welcome gift for the Intermediate/Novice players. The cost of the welcome gift is not to exceed \$3 inclusive of tax and shipping to Horn Lake and is submitted to the meeting planner for approval. The ACBL will order and pay for the I/N welcome gifts.

- 9. Supplies ACBL will provide signs, bulletin boards, registration cards, partnership cards, etc.
- 10. Vu-Graph ACBL will produce and fund the vu-graph program for the major team event finals.
- 11. ACBL will either host a dinner prior to the tournament for key local volunteers or provide the local committee with \$5,000 to be used in lieu of a local volunteer dinner.
- 12. The ACBL will provide 350 \$10 coupons to be applied against entry fees for local volunteers.

The local committee is responsible for any other expenditures and is encouraged to raise additional funds through the NABC promotional games and event sponsorship. The local committee may choose to use local funds to supplement the ACBL funds for either specific items or additional items/events.

Examples of things provided by the local tournament committee would be bands or other entertainments, additional player hospitality or gifts.

Further, Appendix 8-C NABC Financial Plan be amended as follows:

Services and Materials provided by ACBL

- 1. Player Hospitality The ACBL will host a welcome party on the first Friday of the NABC.
- 2. The ACBL will provide a snack for the players on the first Thursday and from Saturday to Saturday after the evening session. The ACBL will confer with the local committee on the choice of snacks to provide local flavor.
- 3. The ACBL will provide a \$2 coupon to be used at the concessions for each player at the 10 and 3 games.
- 4. The local committee may choose a welcome gift for the players. The cost of the welcome gift is not to exceed \$5 inclusive of tax and shipping to Horn Lake and is submitted to the meeting planner for approval. The ACBL will order and pay for the welcome gifts.
- 5. The local committee may choose a section top prize for the players. The cost of the prize is not to exceed \$4 inclusive of tax and shipping and must be submitted to the meeting planner for approval. The ACBL will order and pay for the prizes
- 6. Printing, as approved by ACBL to include the souvenir program, restaurant guide, flyers and other promotional materials.

- 7. Intermediate/Newcomer Program ACBL will arrange for and compensate all novice program speakers. ACBL will provide promotional material to clubs and to players with fewer than 100 masterpoints within the area of dominant influence of the tournament.
- 8. The local committee may choose a welcome gift for the Intermediate/Newcomer players. The cost of the welcome gift is not to exceed \$3 inclusive of tax and shipping to Horn Lake and is submitted to the ACBL meeting planner for approval. The ACBL will order and pay for the Intermediate/Newcomer welcome gifts.
- 9. Supplies ACBL will provide signs, bulletin boards, registration cards, partnership cards, etc.
- 10. Vu-Graph ACBL will produce and fund the vu-graph program for the major team event finals.
- 11. ACBL will host a dinner prior to the tournament for key local volunteers or provide the local committee with \$5,000 in lieu of a local volunteer dinner.
- 12. The ACBL will provide 350 \$10 coupons to be applied against entry fees for local volunteers.

The local committee is responsible for any other expenditures and is encouraged to raise additional funds through the NABC promotional games and event sponsorship. The local committee may choose to use local funds to supplement the ACBL funds for either specific items or additional items/events.

Effective January 1, 2019 Carried unanimously

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At this point, with only Board members and Joseph Jones present, the board met in executive session. President Whipple passed the gavel to Chairman of the Board, Bob Heller, who presided over the meeting for the following three motions. President Whipple did not participate in any discussions of the following three motions other than to answer questions of the other Board members. President Whipple left the meeting before further deliberations and voting on the three motions.

Item 182-93: Removal Item from Audit Committee

The contracts or transactions entered into by the ACBL and President Jay Whipple are being reviewed in accordance with the New York State Not-for-Profit Corporation Law (N-PCL) by the Board. Due to an unintended oversight, these related party contracts or transactions

were not reviewed by the Board or a designated committee thereof in a timely manner, namely when each transaction first occurred, if after the 2013 Revitalization Act took effect, or in 2013, if the transaction took affect before the that time. The current review in this meeting is intended to comply with N-PCL and to document the previous oversights and the reasons for the current ratification of the transactions.

Effective immediately

Carried Absent: 9

Item 182-94: Receive Report from Audit Committee.

The report completed by Georgia Heth on May 1, 2018 titled "Factual Investigation by the Audit Committee of the Interested Party situation regarding Jay Whipple" is received by the Board of Directors. (Attachment E)

Effective immediately

Carried Abstain: 1 Absent: 9

<u>Item 182-95: Approve Contracts or Transactions by Related Party.</u>

The Board of Directors, having considered each item listed in the "BridgeFinesse Products.xlsx" provided by Jay Whipple on July 25 (which had been previously reviewed by ACBL Management), a copy of which will be included in the minutes, and having considered each transaction independently and completely, determines that each transaction was fair, reasonable and in the ACBL's best interest. (Attachment F)

Effective immediately

Carried Absent: 9

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Closing Remarks

It was moved by Sharon Fairchild and carried unanimously that the Board expresses its thanks to District 7 and its units, District Director Bob Heller, and Tournament Co-Chairs Joe Sherwood and Judy Fendrick and all the other chairpersons and numerous volunteers. We also wish to thank the Atlanta Marriott Marquis for its fine cooperation.

The Board adjourned sine die at 4:15 p.m.