

**ACBL Board of Directors
November 20-22, 2023**

The meeting was called to order by President Joann Glasson on Monday, November 20, 2023, at 9:04 a.m. ET.

Present: Jonathan Steinberg R1, Mark Aquino R2, Margot Hennings R4, Dennis Carman R5, Barbara Heller R6, Larry Sealy R7, Jeff Overby R8, Paul Cuneo R9, Cindy Shoemaker R10, David Lodge R11, Jackie Zayac R12, Tim White R13, Flo Belford, D2, Carlos Muñoz D3, Joann Glasson D4, Deana Liddy D14, Stu Goodgold D21

Also Present: Advisory Council Chair Doug Couchman, Executive Director Bronia Jenkins, Director of Finance Jennifer Webster, and Administrative Coordinator Sabrina Goley

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Consideration of Non-Agenda Item

Item NA233-01 2027 NABC Site Selection was approved as a non-agenda item by unanimous vote.

Consent Calendar

Items 233-GV01, 233-GV02, and 233-GV03 were included on the Board's consent calendar based on unanimous approval by the Governance Committee. These motions are included under the Governance Committee report.

Board Minutes

The October 2, 2023 Special Board Meeting minutes were approved.

Carried unanimously

Item 233-BD01 Certification of Election

Joann Glasson was certified as having been duly elected to the Board of Directors of the American Contract Bridge League to represent Region 3 for a three-year term, January 1, 2024 through December 31, 2026.

Carried unanimously

Item 233-BD02: Election of ACBL President

Margot Hennings was elected as ACBL President for a one-year term, January 1, 2024 through December 31, 2024.

Item 233-BD03: Election of ACBL Vice President

Cindy Shoemaker was elected as ACBL Vice President for a one-year term January 1, 2024 through December 31, 2024.

Item 233-BD04: Election of ACBL Treasurer

David Lodge was elected by acclamation as ACBL Treasurer for a one-year term January 1, 2024 through December 31, 2024.

Item 233-BD05: Election of 401K Trustees

Paul Cuneo was elected by acclamation as ACBL 401K Trustee for a one-year term January 1, 2024 through December 31, 2024 to complete the term of Carlos Muñoz.

Joann Glasson was elected by acclamation as ACBL 401K Trustee to complete the term of the vacant position immediately through December 31, 2026.

Item 233-BD06: ACBL Honorary Member of the Year Appointment

Danny Sprung was appointed by ACBL management as the 2024 ACBL Honorary Member of the Year.

Carried unanimously

Item 233-BD07: Nadine Wood Volunteer Member of the Year

Mitch Dunitz was appointed as the 2024 Nadine Wood Volunteer Member of the Year.

Carried unanimously

Item 233-BD10: ACBL Goodwill Member of the Year

Judyann Schnorf is recommended by the Goodwill Committee and approved by the Board of Directors as the 2024 Goodwill Member of the Year.

Carried unanimously

Executive Director Report

The report of Executive Director Bronia Jenkins was received. (Attachment A)

Litigation Report

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

The Board of Directors adjourned at 11:02 a.m. for committee meetings for the remainder of the day.

* * * * *

The meeting was called to order by President Joann Glasson on Tuesday, November 21 at 9:05 a.m. ET.

Present: Same as November 20

Also Present: Interim Director of IT Marcin Waslowicz, Jay Whipple (virtually)

Online Bridge Strategic Discussion

Jay Whipple and Paul Cuneo delivered a comprehensive overview of the initiatives undertaken by the Board and Management from 2020 to the present, specifically in the context of online bridge. They presented detailed reports highlighting players' preferred club venues and the historical data on table counts. To foster a more focused development of a strategic plan for online bridge, the Board and Management engaged in breakout groups where they discussed specific topics and offered valuable input. (See Attachment C)

The Board convened into Executive Session at 9:31 a.m. Bronia Jenkins, Jennifer Webster, Sabrina Goley and Jay Whipple (virtually) were also present. Executive Session adjourned at 9:50 a.m. and the Board reconvened into open session.

APPEALS AND CHARGES COMMITTEE

White (C), Sealy (VC)
Carman, Liddy

As reported by Committee Chair

Item 233-AC01: Report on Hearings

Tom Meleney and Ellen Tobin (Automatic Review)

In the Matter of Tom Meleney and Ellen Tobin, the Committee upheld the finding of the OEOC Panel that they violated CDR 301(A)(2) Collusive Cheating: Other (CDR effective August 15, 2020).

In the course of the Matter, questions arose concerning ACBL's adherence to certain procedures specified in the CDR. The Committee investigated the relevant circumstances, reviewed the relevant CDR provisions, and discussed and considered the questions raised. The Committee determined there were not procedural irregularities that affected the substantive rights of the parties or that required any action by the Committee.

The Committee reduced the period of suspension imposed by the OEOC panel from 2 years to 18 months, and otherwise upheld the discipline imposed. Accordingly, Mr. Meleney and Ms. Tobin

will each be suspended for a period of 18 months beginning August 22, 2023. Each will serve a period of 2 years probation following their suspension. Each will forfeit 25% of their total Masterpoint® holding. They will be members “Not in Good Standing” during the period of their discipline.

Wayne McIntyre and Sally Reed (Automatic Review)

In the Matter of Wayne McIntyre and Sally Reed, the Committee upheld the finding of the OEOC Panel that they violated CDR 301(A)(2) Collusive Cheating: Online (CDR effective August 1, 2021).

The Committee increased the period of suspension imposed by the OEOC panel from 3 months to 1 year and the period of probation from 9 months to 1 year. Mr. McIntyre and Ms. Reed will also forfeit 25% of their total Masterpoint® holding. They will be members “Not in Good Standing” during the period of their discipline.

Judy Nassar (Automatic Review)

In the Matter of Judy Nassar, the Committee upheld the finding of the District 14 Disciplinary Committee that she violated CDR 302(A)(1) Accusations of unethical bridge conduct publicly made at an ACBL sanctioned event, not made privately to a tournament director or other tournament official; CDR 302(A)(2) Acts of abuse or violence; CDR 302(B)(1) Harass or intimidate another player; CDR 302(B)(2) Threat of abuse or violence; CDR 302(C)(2) A series of Zero Tolerance violations may be used to establish a pattern of conduct; and 302(C)(6) Rudeness in conversation, gesture, or general behavior.

The Committee also upheld the discipline imposed by the District 14 Disciplinary Committee. Accordingly, Ms. Nassar will be suspended for a period of five years beginning August 21, 2023. She will serve a period of ten years probation following her suspension. She will be a member “Not in Good Standing” during the period of her discipline.

Nathan Roser (Automatic Review)

In the Matter of Nathan Roser, the Committee upheld the finding of ACBL Management that he violated CDR 303(A)(1) Sexual harassment of an employee of ACBL, its Districts, or Units.

The Committee also upheld the discipline imposed by ACBL Management. Accordingly, Mr. Roser is issued a Reprimand and will serve a one-year probation beginning September 8, 2023.

Catherine and Mary Scarfi (NR Review)

In the Matter of Catherine and Mary Scarfi, the Committee approved the Negotiated Resolutions entered into by the parties and ACBL Management in which the parties admitted to violation of CDR 301(A)(2) Collusive Cheating: Online (CDR effective July 15, 2022).

Catherine Scarfi agreed to a 3-month suspension to begin on July 1, 2023, followed by a 2-year probation conditions of which she is prohibited from playing in any ACBL online games with Mary Scarfi for the first 6 months of the probation and from playing in ACBL Face-to-Face

games with Mary Scarfi for the first year of the probation. She forfeits 15% of her current Masterpoint® total. She further agreed that If she plays in any ACBL sanctioned games between July 1, 2023 and when the agreement is accepted by the Appeals and Charges Committee, the agreement is voidable by the ACBL. She will be a member “Not in Good Standing” during the period of her discipline.

Mary Scarfi agreed to an 8-month suspension followed by a 2-year probation conditions of which she is prohibited from playing in any ACBL online games with Catherine Scarfi for the first 6 months of the probation and from playing in ACBL Face-to-Face games with Catherine Scarfi for the first year of the probation. She forfeits 3% of her current Masterpoint® total. She will be a member “Not in Good Standing” during the period of her discipline. Matters heard by A&C on October 31, 2023

Louis and Trudi Brown (NR Review)

A request by the Charged Parties’ Advocate to address the Committee during its meeting to hear the Matter was granted. The Charging Party was also given such an opportunity and addressed the Committee.

In the Matter of Louis and Trudi Brown, a divided panel approved the Negotiated Resolutions entered into by the parties and ACBL Management in which the parties admitted to violation of CDR 301(A)(2) Collusive Cheating: Online (CDR effective July 15, 2022). Mr. and Ms. Brown agreed to a 10-year probation during which they are prohibited from playing with each other in ACBL face-to-face games for the entire probationary period. Each forfeits 15% of their current Masterpoint® total. They will be members “Not in Good Standing” during the period of their discipline.

Judith and Robert Smith (NR Review)

In the Matter of Judith and Robert Smith, the Committee approved the Negotiated Resolutions entered into by the parties and ACBL Management in which the parties admitted to violation of CDR 301(A)(2) Collusive Cheating: Online (CDR effective July 12, 2023). Mr. and Ms. Smith agreed to 3-month suspensions to begin on October 6, 2023, followed by 2 years probation. They are prohibited from playing with each other in ACBL online games during the first year of their probations. Each forfeits 5% of their current Masterpoint® total. Each further agreed that If they play in any ACBL sanctioned games between October 6, 2023 and when the agreement is accepted by the Appeals and Charges Committee, the agreement is voidable by the ACBL. They will be members “Not in Good Standing” during the period of their discipline.

James Barush and Resa Becher (NR Review)

In the Matter of James Barush and Resa Becher, a divided panel approved the Negotiated Resolutions entered into by the parties and ACBL Management in which the parties admitted to violation of CDR 3.20 Cheating and other ethical Violations (CDR effective May 1, 2020). Mr. Barush agreed to a 3-month suspension to begin on December 1, 2023, followed by 2 years probation during which he is prohibited from playing in ACBL online games with Resa Becher for the duration of his probation. He forfeits 5% of his current Masterpoint® total. He further

agreed that If he plays in any ACBL sanctioned games between December 1, 2023 and when the agreement is accepted by the Appeals and Charges Committee, the agreement is voidable by the ACBL. Ms. Becher agreed to a 3-month suspension to begin on October 2, 2023, followed by 2 years probation during which she is prohibited from playing in ACBL online games with James Barush for the duration of her probation. She forfeits 5% of her current Masterpoint® total. She further agreed that If she plays in any ACBL sanctioned games between October 2, 2023 and when the agreement is accepted by the Appeals and Charges Committee, the agreement is voidable by the ACBL. Both will be members “Not in Good Standing” during the period of their discipline.

Michael Davis and Harvey Feltquate (NR Review)

In the Matter of Michael Davis and Harvey Feltquate, the Committee approved the Negotiated Resolutions entered into by the parties and ACBL Management in which the parties admitted to violation of CDR 301(A)(2) Collusive Cheating: Online (CDR effective July 15, 2022). Mr. Davis and Mr. Feltquate each agreed to a 3-month suspension followed by 2 years probation. Each forfeits 10% of their current Masterpoint® total. They will be members “Not in Good Standing” during the period of their discipline.

Maryann Brewer and Tehmtan Tehsildar (NR Review)

In the Matter of Maryann Brewer and Tehmtan Tehsildar, the Committee approved the Negotiated Resolutions entered into by the parties and ACBL Management in which the parties admitted to violation of CDR 301(A)(2) Collusive Cheating: Online (CDR effective August 1, 2021). Ms. Brewer and Mr. Tehsildar agreed to 3-month suspensions to begin on October 16, 2023, followed by 2 years probation. They are prohibited from playing with each other in ACBL online games during the first year of their probations. Each forfeits 5% of their current Masterpoint® total. Each further agreed that If they play in any ACBL sanctioned games between October 16, 2023 and when the agreement is accepted by the Appeals and Charges Committee, the agreement is voidable by the ACBL. They will be members “Not in Good Standing” during the period of their discipline.

Barat and Lynne Shah (NR Review)

In the Matter of Barat and Lynne Shah, the Committee approved the Negotiated Resolutions entered into by the parties and ACBL Management in which the parties admitted to violation of CDR 301(A)(2) Collusive Cheating: Online (CDR effective July 15, 2022). Mr. and Ms. Shah agreed to 9-month suspensions to begin on October 22, 2023, followed by 2 years probation with a prohibition from playing with each other in ACBL online games during the first year of their probations. Each forfeits 10% of their current Masterpoint® total. Each further agreed that if they play in any ACBL sanctioned games between October 22, 2023 and when the agreement is accepted by the Appeals and Charges Committee, the agreement is voidable by the ACBL. They will be members “Not in Good Standing” during the period of their discipline.

Item 233-AC02 Disciplinary Screening Panel Appointments and 233-AC03 CDR Revision

The Board unanimously approved Management’s request on Wednesday, November 22 to withdraw motions 233-AC02 and 233-AC03.

MEMBERSHIP TASK FORCE
Shoemaker (C) Liddy, Heller, Zayac

As reported by Membership Task Force Chair

Item 233-MTF01: Unit Rebate Allocation

Codification Chapter III - Administration of Operations, A. Units was amended as follows:

Section 1 - Unit Jurisdiction and Relationship to ACBL

- 1.1 A Unit shall support the mission, vision, goals and objectives of the ACBL, ~~as appropriate to the Unit.~~
- 1.2 A Unit ~~of the ACBL~~ is authorized by and accountable to the ACBL Board of Directors and to the ACBL ~~in the operation of~~ to conduct sanctioned bridge activities by means of a charter process.
- 1.3 The geographical area within which a Unit shall have jurisdiction ~~shall be such area as is~~ presently and ~~or may~~ in the future shall be assigned to it by the ACBL Board of Directors.
- 1.4 The application for and acceptance of a conditional charter constitutes an agreement to the following:

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- 1.6 A Unit must be incorporated as a nonprofit corporation in good standing, or an unincorporated association in good standing, as defined by the state or other government authority in which ~~the~~ a Unit has its primary place of business, and that it shall remain in good standing.

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- 1.7.1 A Unit must comply with ACBL ~~B~~bylaws, rules and regulations, as well as with all governmental (national, state, provincial and local) laws, rules and regulations. Failure to comply may result in censure, suspension, expulsion or other discipline in accordance with regulations established by the ACBL Board of Directors.

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1.1+9 A uUnit may not levy dues in the form of assessments or otherwise.

1.10 ACBL management may require that business between the ACBL and Units ~~to~~ be conducted electronically.

1.9 11 A Unit accepts and acknowledges that it has been granted a conditional charter under the authority of the ACBL. Further, ~~this~~ a Unit accepts and acknowledges that the privileges granted to ~~the~~ a Unit under this conditional charter may be withdrawn according to the rules and regulations of the ACBL.

~~1.10 ACBL management may require that business between the ACBL and Units to be conducted electronically.~~

~~1.11 A unit may not levy dues in the form of assessments or otherwise.~~

~~1.12 By acceptance of its portion of membership dues reimbursement, each existing chartered Unit shall re-affirm its agreement to the above.~~

Section 2 – Unit Requirements

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2.3 Participate in elections for Regional Director and Advisory Council Representatives. No ACBL employees may serve on a Unit boards as voting members nor may they serve as proxies to vote at a Unit meeting.

Section 3 – Unit Responsibilities, ~~and~~ Privileges and Suggestive Actions

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3.1.2 Has the exclusive right to conduct all Sectionals tournaments held within its territory.

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3.1.3 Obtain sanctions from the ACBL to organize and conduct other games such as Unit Championships, Unit-wide games, Unit charity games, extended team events, and club games.

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3.2.3 Conduct up to ~~4~~ four Unit Charity sessions per year.

3.2.4 Run games on behalf of the ACBL and/or the District where there is a void.

3.43 A Unit is encouraged to: ~~carry out the following activities:~~

3.43.1 Cooperate with the District and the ACBL in the promotion of District-wide and ACBL-wide events.

3.43.2 Establish and maintain amicable relations with neighboring Units, the District and Conferences, ~~thus~~ to fostering cooperation on matters of mutual interest.

3.43.3 ~~Select people to~~ Fill the positions of Education Liaison, Tournament Coordinator, Electronic Contact, and Intermediate/Newcomer Coordinator, and other positions as required by the ACBL.

3.3.4 ~~Encourage people to e~~Conduct ACBL-sanctioned club games with a Unit.

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3.43.46 Conduct other activities in keeping with its purposes.

3.4 A Unit will receive ~~11%~~ 5% of full dues payments and Life Master Service Fees paid by their members. ~~This payment is intended to supplement unit funds for the following activities:~~ The intended purpose is to:

~~3.3.1 Promote an interest in duplicate bridge by providing a continuous and attractive program of bridge events to supplement those offered by clubs with sanctioned games.~~

~~3.4.21 Promote the d~~Development and enrollment of bridge players within their respective Units as members of the ACBL.

~~3.4.32 Promote~~ Increase member retention within their respective Units. ~~by sponsoring educational and other activities for newer players.~~

~~3.3.4 Encourage people to conduct ACBL-sanctioned club games with a Unit. Revised September 1, 223.~~ Moved to 3.4 above, Units are encouraged to:

~~3.3.5 Create and/or maintain a Unit website and proved email capabilities to actively communicate with its members.~~ Moved to 3.4 above, Units are encouraged to:

3.5 ACBL management will develop a program to enable Units to earn up an additional 10 percent of full dues payments and Life Master Service Fees paid by its members based on the following criteria:

3.5.1 Reduce the percentage of members that lapse during each calendar year.

3.5.2 Increase the percentage of new members recruited during each calendar year.

3.6 A Unit must comply with the requirements set forth in Section 2 - Unit Requirements, ~~above~~. Failure to do so will result in an initial penalty of the withholding of a Unit's ~~share~~ percentage of membership dues and service fee rebates until it is in compliance, with this regulation. Continuation of non-compliance may result in further action up to and including revocation of the Unit's charter.

Effective March 31, 2024

Carried Nay: R8 Overby, D21 Goodgold

BRIDGE COMMITTEE

Carman (C)

Aquino, Belford, Heller, Sealy, Steinberg, Zayac

As reported by Committee Chair

Item 233-BR01: Regional and Sectional Tournament Sanctioning

Codification, Ch. IX - Regionals, A. Regional Tournament Sanctioning and Scheduling was amended as follows:

Section 4 - Tournament Conflicts

4.1 ~~If~~ The ACBL Tournament Department will determine whether any previously sanctioned (or traditional date) Regional tournament is within 425 miles of the proposed tournament, anticipates a possible conflict with a tournament already sanctioned or a traditional date tournament, the department should immediately notify the person applying for the sanction, the District Tournament Coordinator, and the District President. If there is a conflict within a District, the District President will decide whether the new tournament should be sanctioned. If there is a conflict with a Regional in another District but in the same Region, the Regional Director, in consultation with the Presidents of the involved Districts, will decide whether to approve. If there is a conflict with a tournament in another Region, the Regional Directors will consult with the appropriate District Presidents and approve the sanction only if both agree.

Codification, Ch. X - Sectionals, A. Regional Tournament Sanctioning and Scheduling was amended as follows:

Section 2 - Scheduling Sectional Tournaments

- 2.6 ~~Questions concerning scheduling and other conflicts for Sectionals will be resolved by the Unit(s) and the District organization involved.~~ The ACBL Tournament Department will determine whether there is a conflict with any previously scheduled Sectional or Regional (or traditional date Regional) tournament. This will be done using www.maps.google.com. A conflict exists if it is within 425 miles of a Regional or 200 miles of a Sectional. If there is a conflict and both tournaments are within the same District, The District President will make the decision whether to approve the new tournament. If the conflict involves different Districts within the same Region, the Regional Director, in consultation with the Presidents of the involved Districts, will decide whether the new tournament should be sanctioned. If there is a conflict with a tournament in another Region, the Regional Directors will consult with the appropriate District Presidents and approve the sanction only if both agree.

Effective immediately (November 21, 2023)

Carried Nay: R2 Aquino

The Board meeting adjourned at 4:58 p.m.

The ACBL Charity Foundation meeting was called to order by President Jackie Zayac at 9:05 a.m.

Present: Same as November 21

ACBL Charity Foundation Membership Meeting

Rebecca Brown, Georgia Heth, and Neill Ray submitted declarations of candidacy for the two trustees position open. Rebecca Brown and Georgia Heth were elected for a four-year term, January 1, 2024 – December 31, 2027.

Jackie summarized the Charity Foundation's accomplishments during 2023 and presented the financials.

Charity Foundation Bylaws Amendment

Bylaws of the American Contract Bridge League Charity Foundation, Corp., Article II - Purpose and Objectives shall be changed to read:

- Evaluate and issue grants requested by ACBL members to some charities outside of the ACBL boundaries. Issue grants to 501(c)3 charitable organizations existing within the United States of America, T3010 charitable organizations within Canada, organizational members of the Friends of BCF within the country of Bermuda, and Article 79 organizations within the country of Mexico. The following will be excluded from eligibility for grants: ACBL Educational Foundation, ACBL Sanctioned Clubs, ACBL Units, ACBL Regions, and ACBL Districts.

These requirements and exclusions will also apply to grants selected by NABCs, ACBL Board of Directors, ACBL Charity Foundation Trustees, ACBL Districts/Regions, and grant requests received from external sources.

Failed (majority of the membership was required to pass)

Yay: R2 Aquino, R4 Hennings, R5 Carman, R6 Heller, R13 White, D2 Belford, D4 Glasson

Nay: R1 Steinberg, R7 Sealy, R8 Overby, R9 Cuneo

Abstain: R10 Shoemaker, R11 Lodge, R12 Zayac, D3 Munoz, D14 Liddy, , D21 Goodgold

The Board meeting was called to order by President Joann Glasson on Wednesday, November 22, 2023 at 9:39 a.m.

FINANCE COMMITTEE

Lodge, (C), Moss (VC)

Goodgold, Liddy, Munoz, Overby, Steinberg

As reported by Committee Chair

Item 233-FN01: Junior Fund Money

Codification, Chapter 1 – Membership Operating Guidelines, I. Juniors, Section 4 was amended:

Section 4 - Junior Fund Monies

4.1 The named federations shall provide current information to the Board about their junior activities and related financial assets and expenditures. Distributions to the federations are subject to the receipt of the above information, review and approval of such by the ACBL Board. These distributions are earmarked to send teams to international competition and are to be held in restricted funds for junior team travel, entries, and uniform expense.

4.2 The USBF shall receive up to \$50,000 \$65,000 per year. ~~from the Junior Fund to support international Junior and Youth participation. These funds are earmarked to send teams to international competition. The funds are to be held in a restricted fund in the USBF for team travel, entries, and uniform expense.~~

4.3 The CBF shall receive up to \$25,000 per year ~~from the Junior Fund to support international Junior and Youth participation. These funds are earmarked to send teams to international competition. The funds are to be held in a restricted fund in the CBF for team travel, entries, and uniform expense.~~

Effective January 1, 2024

Carried Absent: R8 Overby, R10 Shoemaker, R12 Zayac

Item 233-FN02: Grass Roots Fund Distribution

Cap the annual distribution of Grass Roots Funds at \$25,000 per year per district.

Failed Yay: R2 Aquino, R4 Carman Abstain: R8 Overby Absent: R9 Cuneo

Item 233-FN03: 2024 Operating and Capital Budgets

The 2024 operating budget and capital budget were approved. (Attachment D)

Carried unanimously

GOVERNANCE COMMITTEE
Hennings (C) Belford, Goodgold, Heller, Overby, Shoemaker, Steinberg

As reported by Committee Chair.

Item 233-GV01: Removal of Audit Checklist from the Codification (on Consent)

The Audit Checklist was removed from Codification Appendix 4-D1 and the reference to Audit Committee Checklist listed under Codification Chapter IV—Board Procedures, D. Committees, Section 1—Committees of the Board, Section 1.2, Audit Committee was removed.

Effective immediately (November 20, 2023)

Item 233-GV02: Modification of Audit Committee Responsibilities (on Consent)

Codification Chapter IV—Board Procedures, D. Committees, Section 1—Committees of the Board, Section 1.2, Audit Committee, and the Audit Charter portion of Appendix 4-D1 be modified as follows:

Section 1

1.2 Audit Committee

- 1.2.1 The Audit Committee provides independent oversight of internal controls within the ACBL, determines whether there are problems that should be reported to the Board, confers independently with the internal auditors and the independent accountants, reviews non-audit services to be performed by the independent accountants, ~~and~~ determines the fees for audit and non-audit services performed by the independent accountants, ~~and~~ recommends the appointment of outside auditors, and other such duties as may be relegated to it by the Board of Directors.
- 1.2.2 The President nominates, and the Board approves, the chair and members at the beginning of his term. The committee will be comprised of three members of the Board of Directors. ~~who are not currently officers of the Board and who have not been officers during the current year and previous year.~~ Only one of those persons serving as officers of the Board in the current or prior year shall be eligible to serve on the Committee. No more than one member of the Committee who is not an officer of the Board in the current or prior year shall be concurrently serving on the Finance Committee of the ACBL.

(See Appendix 4-D1 for the Audit Committee Charter ~~and attached Audit Committee Checklist~~)

Appendix 4-D1

American Contract Bridge League Charter of the Audit Committee of the Board of Directors

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Composition:

1. The Committee shall have three (3) members at all times, each of whom must be members of the Board independent of ACBL management, as well the ACBL and each of its affiliates. A member of the Committee shall be considered independent if, in the sole discretion of the Board, it is determined that he or she has no relationship that may interfere with the exercise of his or her independent judgment. ~~Those persons serving as officers of the Board in the current or prior year shall not be eligible to serve on the Committee.~~ Only one of those persons serving as officers of the Board in the current or prior year shall be eligible to serve on the Committee. No more than one member of the Committee who is not an officer of the Board in the current or prior year shall be concurrently serving on the Finance Committee of the ACBL.

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7. Each member of the Committee shall be appointed by the President of the Board and shall serve until the earlier **event** ~~to~~ **occurs**: the date on which he or she shall be replaced by the President of the Board, resigns from the Committee, or resigns from the Board. In making appointments to the Committee, the President shall strive to assure continuity of

expertise and shall to that end, if practical, appoint no more than one member per year who has never served on the Committee.

General

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4. The Committee shall, in addition to the performance of the duties described in this charter, undertake such additional duties as ~~from time to time~~ may be:

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Effective immediately (November 20, 2023)

Item 233-GV03: Statement of ACBL Board Relationship to Executive Director and Revision of Appendix containing ACBL Executive Director Employment Agreement in the Codification (on Consent)

Codification, Chapter II – Business Management, B. Employees and Consultants was revised as follows:

Section 5 – Executive Director ~~Succession Plan~~

- 5.1 The ACBL Board of Directors shall be responsible for the hiring, oversight, and dismissal of the chief executive in charge of the organization. A general template for employment of this executive is included as Appendix 2-B. The current Executive Director Employment Agreement, along with the applicable Job Description and Separation Pay Guidelines, are retained by the Director of Human Resources. These documents may be reviewed by any member of the Board upon request.

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- 5.6 The Executive Director Succession Plan is attached as Appendix 2-~~B~~C to this chapter.

Codification Appendix 2-B, Executive Director Succession Plan was replaced with the following:

Codification Appendix 2-B EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

The ACBL Board of Directors and the Executive Director will enter into an Employment Agreement, executed and in place for no more than a three-year period, amended as deemed necessary during the period of the agreement.

The Employment Agreement will include, but may not be limited to, the following recitals:

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** These minutes are not final. They will be approved by the Board of Directors at the next scheduled meeting. **

Executive's general duties

Devotion of the Executive

Work Location

Length of Term, including extension(s), with beginning and end dates

Compensation, Benefits, Performance Review

- Annual salary for first year of employment
- Annual review of performance and salary during term of agreement
- Healthcare and retirement savings benefits
- Paid time off

Allowable Business Expenses

Liability Insurance Coverage

Termination: causes for termination of the agreement including death, incapacity/disability, misconduct, failure to comply with the agreement, performance, without cause, mutual consent

Compensation upon Termination

Covenants Relating to Executive

- Competition and Solicitation
- Non-Disclosure and return of Confidential and Proprietary Information
- Reasonableness of Covenants
- Enforcement of the agreement
- Arbitration
- Confidentiality of all provisions of the agreement
- Notices
- General Provisions: assignability, severability, amendment, governing law

Execution of Agreement by signatures of Board of Directors President and Executive Director

Exhibit A – Job description

Exhibit B – Separation Pay Guidelines

Effective immediately (November 20, 2022)

Item 233-GV04: Goodwill Committee

Codification, Chapter 1 – Membership Operating Guidelines, D. Goodwill, Ethics, and Zero Tolerance was revised as follows:

Section 1 – Goodwill Committee

1.7 Goodwill Reception

- 1.7.1 A food and beverage reception for all members of the Goodwill Committee will be held annually at ~~an the~~ Spring-Summer NABC on Goodwill Day. ~~There will be a Goodwill Reception once every three years in each of the three geographic areas in which NABCs are held: East, Central and West.~~ The budget for this reception will be determined annually.
- 1.7.2 The Goodwill Member of the Year, the Volunteer of the Year, and the Honorary Member of the Year—all appointed in the fall—will be honored at the annual Goodwill Reception in the spring-summer of the following year.

Effective January 1, 2024

Carried Nay: R4 Hennings, R5 Carman, R6 Heller, R12 Zayac, D21 Goodgold
Abstain: R13 White

Item 233-GV05: Employee and Consultants Codification Amendment

Chapter II – Business Management, B. Employee and Consultants was amended (see action item immediately following this motion):

Section 1 –Employment

....

- ~~1.2 — Employees of the ACBL are prohibited from campaigning for or against a candidate in the election of Regional Director and Advisory Council Representative. Nothing herein shall be deemed to deprive such employee of his right to vote.~~
- ~~1.3 — Employee Conflict of Interest Policy — An employee or a consultant may not engage in any activities, nor accept paid employment or compensation, from any entity that is either (1) a subdivision of the ACBL, (2) another bridge organization, (3) a competitor, or (4) a provider of services to ACBL, a subdivision or another bridge organization without first obtaining written permission from the ACBL Executive Director. Any request must be in writing, including a description of the activity and the duties for this entity, the amount of time needed to perform the functions and the term of involvement.~~
- ~~1.3.1 — Should an ACBL employee or consultant act contrary to the general guideline expressed in this conflict of interest policy, then it may cause the dismissal of that employee or consultant without any compensation. Furthermore, the person(s) involved may be subject to further penalty and legal action if warranted. 1.4 ACBL management will create, maintain and administer a comprehensive employee handbook with supplemental policies/procedures in compliance with local, state, province, and federal laws relevant to all employees. On at least an annual basis, ACBL management will inform ACBL’s Board of Directors of~~

~~significant changes having a material impact on employment relationships or operational/financial standard practices.~~

~~1.4~~ 1.2 ACBL management will create, maintain and administer a comprehensive employee handbook with supplemental policies/procedures in compliance with local, state, province, and federal laws relevant to all employees. On at least an annual basis, ACBL management will inform ACBL's Board of Directors of significant changes having a material impact on employment relationships or operational/financial standard practices.

Section 2 - Awards and Recognition was removed in its entirety.

Section 3 – Benefits was removed in its entirety.

Chapter II – Business Management, C. 401K & Canadian Registered Retirement Savings Plans was amended as follows (see action item immediately following this motion):

Section 1 – 401K Retirement Plan & Canadian Registered Retirement Savings Plan

....

~~Section 2 – Canadian Employee Retirement Benefits~~

~~2.1 – The ACBL will maintain a Canadian Group Registered Retirement Savings Plan (RRSP) for the benefit of the full time employees residing in Canada equivalent to the U.S. plan. Any change to the corresponding U.S. plan will be mirrored in Canada.~~

~~2.2 – Employee contributions shall be received via payroll deduction~~

~~2.3~~ 1.3 Operational management and administration of the ACBL's Canadian Group RRSP will be the sole responsibility of ACBL management with qualified legal guidance to ensure compliance with Canadian law.

Chapter III - Administration of Operation, B. Districts was amended (see action item immediately following this motion):

~~2.6 – No ACBL employee may serve on District boards as a voting member nor may they serve as a proxy to vote at a District meeting.~~

Chapter XIII: General Tournament Information, G. Tournament Directors, Finance and Tournament Assistants, Section 1 - Duties, Responsibilities and Remuneration was amended as follows (see action item immediately following this motion):

1.5 Salaried employees of the ACBL are prohibited from campaigning for or against a candidate in the elections of Regional ~~District~~ Directors and Advisory Council Representatives ~~Alternate District Directors~~. Nothing herein shall be deemed to deprive such employee of his right to vote.

~~1.6 The ACBL shall not engage for compensation, in any capacity whatever, any individual who himself or herself is a member of the Board of Directors of the ACBL or a candidate for such position.~~

(Renumber sections as appropriate)

Effective January 1, 2024

Carried Absent: R8 Overby

Action Item for 233-GV05: Employee and Consultants Codification Amendment

By January 1, 2024, Management is instructed to update the ACBL Handbook or provide as an appendix to the handbook the information removed from the Codification under Item 233-GV05. This should be provided to new employees and current employees at the discretion of management.

NA233-01: NABC 2027 Spring NABC Site Selection

Dallas, Texas was chosen as a the NABC site for the 2027 Spring NABC. Note: Chris Wiegand and Montie Hamblen were present during the presentation and voting on this motion.

Effective immediately

Carried Absent: R8 Overby

Closing Remarks

It was moved by Margot Hennings and carried unanimously that the Board expresses its thanks to District 7 and its units, Regional Director Barbara Heller and Tournament Chair Jack Feagin and Co-Chair Becky Butler and all of the other chairpersons and numerous volunteers. We also wish to thank Marriott Marquis, Atlanta, GA for its fine cooperation.

The Board adjourned sine die at 4:26 p.m.