

**ACBL Board of Directors  
March 6 – 9, 2023**

The meeting was called to order by President Joann Glasson on Monday, March 6 at 9:05 a.m. CT.

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, Georgia Heth D8, Deana Liddy D14, Stu Goodgold D21

Also Present: Advisory Council Chair Doug Couchman, Controller Susan McKay, Administrative Coordinator Sabrina Goley and Jay Whipple

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**ACBL Management Report**

Interim Executive Director Paul Cuneo reported on the status at headquarters. The Management Report was received. (Attachment A)

**Litigation Report**

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

**Information Technology Report**

Jay Whipple reported on the status of Information Technology and ongoing efforts to manage system maintenance and implement membership recruitment and retention initiatives.

**Bridge Committee**

Discussion Item 2310-BR01 and Action Item 231-BR02 were discussed. These motions are included under the Bridge Committee report on Tuesday, March 7.

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The meeting was called to order by President Joann Glasson on Tuesday, March 7 at 9:02 a.m. CT.

Present: Same as March 6

Also Present: Same as March 6 except for Jay Whipple.

### **Approval of Board Committees**

The 2023 Board Committees were approved.

Carried unanimously

### **Approval of Meeting Minutes**

The January 5, February 9, and February 22, 2023 Executive Committee meeting minutes, the January 13, 2023 special meeting minutes, and the January 29, 2023 electronic meeting minutes were approved.

Carried unanimously

### **231-BD01: Hall of Fame Committee Appointments**

Mitch Dunitz, Eddie Wold and Iftikhar Baqai were appointed for a three-year term from the end of the Spring 2023 NABC through the end of the Spring 2026 NABC.

Carried unanimously

### **231-BD02: Competition and Conventions Appointments**

Owen Lien and Sabine Auken were appointed for a three-year term from the end of the Spring 2023 NABC through the end of the Spring 2026 NABC.

Carried unanimously

### **231-BD03: Ethical Oversight Committee Appointments**

Cheri Bjerkan, Marty Fleischer, Rick Roeder, John Fout and Kevin Wilson were appointed for a three-year term from the end of the Spring 2023 NABC through the end of the Spring 2026 NABC.

Carried unanimously

### **231-BD04: ACBL Disciplinary Committee Appointments**

Lisa Berkowitz, Christal Henner, Nagy Kamel and Tom Peters were appointed for a three-year term from the end of the Spring 2023 NABC through the end of the Spring 2026 NABC.

Iftikhar Baqai was appointed to complete the remaining term of the vacancy through the end of the Spring 2025 NABC.

Carried unanimously

**231-BD05: Laws Commission Appointments**

Lynne Feldman and Matt Koltnow were appointed for a five-year term from the end of the Spring 2023 NABC through the end of the Spring 2028 NABC.

Carried unanimously

**231-BD06: Online Ethical Oversight Committee Appointment**

Alex Kolesnik was appointed to complete the remaining term of the vacant position through the end of the Summer 2024 NABC.

Carried unanimously

**Consent Calendar**

Item 231-BR01 was included on the Board’s consent calendar based on unanimous approval by the Bridge committee. The motion is included under the Bridge Committee report.

**Consideration of Non-Agenda Item**

Items NA231-01 and NA231-02 were approved as non-agenda items by unanimous vote. These motions are listed under the Bridge Report.

The Board of Directors convened in committee meetings at 9:26 a.m. CT for the remainder of the morning session.

<b>AUDIT COMMITTEE</b>
Muñoz (C), Carman, Heller

As reported by Committee Chair

**231-AU01: Updated Whistleblower Policy**

Codification, Chapter 2B, Section 4 – Corporate Compliance and Whistleblower Policy was amended as follows:

- 4.1 The ACBL requires directors, officers, employees and volunteers to adhere to high standards of business and personal ethics in the conduct of their duties. 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 policies.
- 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 suspected to be illegal, fraudulent or in violation of any adopted policy of the ACBL (hereinafter referred

to as “Violations”) in accordance with this Whistleblower Policy. Examples of illegal or fraudulent activities include but are not limited to violations of federal, state or local laws, fraudulent financial reporting, or falsification of company documents.

- 4.3 No Retaliation - No director, officer, employee, or volunteer who in good faith reports a Violation shall suffer intimidation, harassment, or other retaliation as a result of such reporting. An employee shall not suffer adverse employment consequences such as termination, compensation decreases, or inferior work assignments; a director, officer, or volunteer will not suffer adverse consequences relating to his/her position. 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. The right of a whistleblower for protection against retaliation does not include immunity for any proven personal wrongdoing.
- 4.4 Reporting Violations - ACBL has an open-door policy which encourages directors, officers, employees and volunteers to share their questions, concerns, suggestions or complaints with someone with authority to address them properly. In most cases, this will be an employee’s supervisor. If an employee is not comfortable speaking with his/her supervisor or is not satisfied with the supervisor’s response, the employee may speak with someone in Human Resources or anyone in management with whom the employee is comfortable. For suspected fraud, an employee should promptly contact ACBL’s Compliance Officer. Directors, officers, and volunteers are encouraged to notify the Compliance Officer directly of any suspected Violations. Supervisors and managers, including Human Resources, are required to report suspected Violations to the ACBL’s Compliance Officer, who has specific and exclusive responsibility to investigate all reported Violations.
- 4.5 Compliance Officer – The ACBL’s Compliance Officer is the National Recorder of the ACBL. The ACBL’s Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning Violations and shall advise the Chair of 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 Committee at each regular Board meeting on compliance activity.
- 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 Chair of 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 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: Recorder c/o ACBL 6575 Windchase Blvd. Horn Lake, MS  
38637
- 4.9.3 Audit Committee Compliance Officer: Audit Committee Chair
- 4.10 Annually, the ACBL Audit Committee will provide a dated/reviewed/approved copy of this Whistleblower Policy to the Human Resources Manager for organizational distribution and posting on the ACBL website.
- 4.11 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 policies in compliance with governing law.

Effective immediately

Carried unanimously

**Item 231-AU02: Internal Controls and Risk Assessment**

Codification, Appendix 4-D1 Audit Committee Charter, Internal Controls and Risk Assessment was amended as:

4. The Committee shall review major financial risk exposures and the guidelines and policies which management has put in place to govern the process of monitoring, controlling and reporting such exposures. In order to facilitate such review, prior to executing any third party agreements or contracts committing the ACBL to accept significant risks of such party failing to provide goods or services critical to the execution of ACBL’s mission, management shall refer any relevant agreements or contract(s) to the Audit Committee together with an explanation of the risks involved.

Effective upon publication in the Codification

Carried unanimously

<b>GOVERNANCE COMMITTEE</b>
Hennings (C), Belford, Goodgold, Heller, Overby, Shoemaker, Zayac
As reported by Committee Chair

**231-GV01: Goodwill Committee Changes**

The following changes were made to Codification Chapter 1 and Chapter VIII:

**Chapter I - Membership Operating Guidelines, D. Goodwill, Ethics and Zero Tolerance, Section 1 - Goodwill Committee**

- 1.1 The ACBL Goodwill Committee is formally named the “Aileen Osofsky ACBL Goodwill Committee”.
- 1.2 Appointment to the Goodwill Committee:
  - 1.2.1 Each year each District President, in consultation with the Regional Director of their District, may appoint two members to be lifetime members of the Goodwill Committee.

- 1.2.2 If not previously appointed to the Goodwill Committee, the ACBL President shall appoint all members of the ACBL Board of Directors to be members of the Goodwill Committee.
- 1.2.3 The President of the ACBL shall appoint the President of the American Bridge Association (ABA) to the Goodwill Committee during the first year of the ABA President's presidency. The appointment will be shown in the District of residence but not count toward the District's quota.
- 1.3 Suspension or removal from the Goodwill Committee.
  - 1.3.1 A Goodwill Committee appointment is a lifetime appointment as long as the member is a member in "good standing". (See Codification, Part 1, Chapter I – Membership, A. Membership, Section 2 – Definitions and Rights of ACBL Membership, subsection 2.3.1.) If a member loses good standing status, the member's Goodwill Committee appointment shall be removed. Upon regaining good standing status, a member shall not automatically be reinstated to the Goodwill Committee but is eligible for renomination to the committee. Expulsion from the ACBL, suspension for one year or longer or probation for two years or longer will result in permanent removal from the Goodwill Committee.
- 1.4 Members appointed to the Goodwill Committee will receive a pin as an acknowledgement of their goodwill contributions.
  - 1.4.1 Goodwill pins will be distributed by ACBL Headquarters staff to each year's Goodwill Committee members.
  - 1.4.2 Together with their pins, a letter acknowledging their appointments and providing them information about the next Goodwill Committee Reception will be sent to the honorees.
  - 1.4.3 Requests for replacement pins should be submitted to ACBL management; replacement pins shall be provided free of charge.
- 1.5 Goodwill Committee Chair and Co-Chairs
  - 1.5.1 The President nominates, and the Board approves, the Chair of the Goodwill Committee, who shall have a term of three years.
  - 1.5.2 The Chair of the Goodwill Committee appoints, and the Board approves, three Co-Chairs of the Goodwill Committee, one each from the three ACBL Zones—the East, Central, and West. The terms of office of the Co-Chairs will run concurrently with that of the Chair.
  - 1.5.3 The Chair of the Goodwill Committee shall receive two nights hotel and two days (four sessions) free plays at each NABC at which a Goodwill Reception is held.

(See also Ch. VIII NABCs, C. Finances, Section 4 - Remuneration of Support Staff and Volunteers.)

#### 1.6. Goodwill Member of the Year

- 1.6.1 The title of ACBL “Goodwill Member of the Year” shall be presented annually to the ACBL member who has exhibited unselfish dedication to the causes of good conduct, worthy participation and ethical behavior.
- 1.6.2 The Goodwill Committee Chair and Co-Chairs shall review all nominations received from the membership, consult District officials and players from each nominee’s respective District, and present the Committee’s recommendation for ACBL Goodwill Member of the Year at the fall meeting of the Board. The ACBL Board approves the recommendation. ACBL Board members and the Chair of the Advisory Council are exempt from consideration.
- 1.6.3 The ACBL Goodwill Member of the Year will be informed of this honor by the Goodwill Committee Chair.

#### 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 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 following year. The benefits accruing to each of these three honorees are detailed in Chapter 1.H—Awards and Trophies, Section 4, Awards.
- 1.7.3 The following individuals shall have the opportunity to bring one guest to the Goodwill Reception:
  - a. Current and former Goodwill Members of the Year
  - b. Current and former Volunteers of the Year
  - c. Current and former Honorary Members of the Year
  - d. Others as appropriate, at the invitation of the President

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### **Chapter I - Membership Operating Guidelines, H. Awards and Trophies, Section 4 – Awards**

#### 4.1 ACBL Honorary Member of the Year



- 4.1.1 This information is to be included with the material that is provided annually to the Honorary Member of the Year Selection Committee. ACBL Management will form this committee annually and this committee will select the Honorary Member of the Year. The Board of Directors will approve the final selection.  
(Effective July 14, 2020)
- 4.1.2 The Honorary Member of the Year is awarded to:
  - 4.1.2.1 A person who is known widely throughout the membership of the ACBL.
  - 4.1.2.2 A person who has given freely of time and ability, without thought of reward, and in the interest and welfare of the ACBL as a whole as opposed to a segment of the ACBL's operations.
  - 4.1.2.3 A person who is not an incumbent member of the ACBL Board of Directors.
- 4.1.3 Presentation of the award will be made to the recipient(s) at the Goodwill meeting that follows the announcement.
- 4.1.4 Airfare, using advance non-refundable ticketing reflecting the lowest direct service fare available for travel at reasonable times, two nights hotel, and two days of free plays will be provided for the NABC at which the award is made.
- 4.1.5 An article about the honoree(s) will be published in the Bridge Bulletin.
- 4.2 President's Nadine Wood Volunteer Member of the Year Award
  - 4.2.1 The President's Nadine Wood Volunteer Member of the Year Award will be given to one or two ACBL members who have exhibited the effort and selfless giving that makes ACBL volunteers the best in the world. ACBL Board members and the Chair of the Advisory Council are exempt from consideration.
  - 4.2.2 Award winner(s) will be selected by the ACBL President and announced at the fall Board meeting.
  - 4.2.3 ACBL management will provide a tangible recognition award to each honoree that commemorates this appointment.
  - 4.2.4 Presentation of the award will be made to the recipient(s) at the ~~Spring~~ Goodwill meeting that follows the announcement.
  - 4.2.5 Airfare, using advance non-refundable ticketing reflecting the lowest direct service fare available for travel at reasonable times, two nights hotel, and two days of free plays will be provided for the NABC at which the award is made.

- 4.2.6 An article about the honoree(s) will be published in the Bridge Bulletin.
- 4.3 ACBL Goodwill Member of the Year
  - 4.3.1 The ACBL Goodwill Member of the Year will be selected by the Goodwill Committee as detailed in Chapter 1.D, Goodwill, Ethics, and Zero Tolerance.
  - 4.3.2 Presentation of the award will be made to the recipient(s) at the Goodwill meeting that follows the announcement.
  - 4.3.3 Airfare, using advance non-refundable ticketing reflecting the lowest direct service fare available for travel at reasonable times, two nights hotel, and two days of free plays will be provided for the NABC at which the award is made.
  - 4.3.4 An article about the honoree(s) will be published in the Bridge Bulletin.
- 4.4 King or Queen of Bridge
  - 4.4.1 The King or Queen of Bridge is a merit program available to a graduating high school senior that is an ACBL member who plays and promotes bridge.
  - 4.4.2 The ACBL Educational Foundation will present a \$1,000 scholarship to the King or Queen of Bridge.
- 4.5 Games at NABCs named in honor of players
  - 4.5.1 The Platinum Pairs is named the Norman Kay Platinum Pairs.
  - 4.5.2 The Blue Ribbon Pairs is named the Edgar Kaplan Blue Ribbon Pairs

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**Chapter VIII - North American Bridge Championships, C. Finances**  
**Section 2 - NABC Free Plays**

- 2.1 Following is the NABC free play list. Anyone entitled to free plays will receive free plays for the entirety of each NABC except for the Educational Foundation game held the first Thursday of each NABC and the \$1.50 per session per player surcharge for the International Fund.

**Section 4 - Remuneration of Support Staff and Volunteers**

- 4.1 The Seeding Chair receives free room and free play privileges for the duration of the tournament.
- 4.2 The Goodwill Chair receives financial benefits as described in Chapter I – Membership Operating Guidelines, D. Goodwill, Ethics and Zero Tolerance, Section 5 – Goodwill Committee Chair and Co-Chairs.

- 4.3 The ACBL Goodwill Member of the Year, the President’s Nadine Wood Volunteer of the Year, and the ACBL Honorary Member of the Year each receive financial benefits as described in Chapter I – Membership Operating Guidelines, H. Awards and Trophies, Section 4 – Awards.
- 4.4 Intermediate/Newcomer speakers (limited to 20 speakers) are to be paid a set fee (\$75) for speaking to the I/N players.
- 4.5 Sleeping Rooms for Volunteers

Effective January 1, 2024

Carried                                      Nay: R1 Steinberg, R6 Heller                                      Abstain: R12 Zayac

**Item 231-GV02 Codification Cleanup – Election Regulations**

Codification, Chapter III – Administration, D. Elections, Section 2 – Candidates be amended as follows:

- 2.3 In addition to the information provided by the Director of Elections to Unit electors pursuant to section 5.1, one list of elector contact information is automatically provided to the candidates. This list may contain street addresses or email addresses or both at the request of the candidate. Such request will not be fulfilled until July 1, allowing the Units time to confirm that the Unit Board members on record are accurate for the upcoming election.

Failed

Yay: R4 Hennings, R10 Sealy, R13 White, D1 Belford, D8 Heth, D14 Liddy, D21 Goodgold

Absent: D4

**Items 231-GV03, 231-GV04, 231-GV05: Hall of Fame Motions**

Heth made a motion and Overby seconded the motion to table 231-GV03 Vetting of Hall of Fame Nominees, 231-GV04 Hall of Fame Operating Procedures submitted by Jonathan Steinberg, and 231-GV05 Hall of Fame Operating Procedures submitted by Stu Goodgold until the 2023 Summer NABC.

Motion to table carried                                      Nay: Steinberg                                      Abstain: Sealy

**FINANCE COMMITTEE**

Lodge, (C)  
Goodgold, Heth, Liddy, Muñoz, Overby, Steinberg

As reported by Committee Chair

**Item 231-FN01: Remit WBF Dues to NABF**

Codification, Chapter VII – International Bridge, Section 1, A Zone 2 NBO’s, Section 3- WBF-3.1 (See Toronto 2017 minutes Item 172-07) be amended as follows:

3.1 WBF Dues

The United States Bridge Federation (USBF), Canadian Bridge Federation (CBF), and Mexican Bridge Federation (MBF), and not the ACBL, are responsible for the payment of any membership dues to the WBF. In order to ease the transition of the payment of WBF dues to the NBOs, the ACBL will make contributions to the NBOs thru the North American Bridge Federation (NABF) to support international bridge.

Payments in the amount of \$50,100 per this protocol will be for 2023 only. Continuation of these contributions in this amount and per this protocol in 2024 and beyond will be dependent upon ACBL review and approval of clear procedures being approved at the next scheduled meeting of the North American Bridge Federation.

Effective immediately for 2023 only, upon the completion of the New Orleans 2023 board meetings.

Carried unanimously

**231-FN02: 2023 Operating and Capital Budgets**

The 2023 operating budget and the 2023 capital budget was approved.

Effective immediately

Carried unanimously

**Discussion Item 231-FN01: Junior/Youth Reporting**

The Board discussed the enforcement of Codification, Chapter VII – International Bridge, D. World Junior Championships, Section 2.2. The ACBL provides annual funds to the USBF (\$50,000) and the CBF (\$25,000) to support international junior and youth participation. Both organizations are required to submit a report detailing the junior/youth activities from that year. The reports have not been provided on a continuous basis, although both organizations provided a report prior to the 2022 Fall NABC upon request, and the enforcement of requiring the report has been rigid.

The Board discussed the financial challenges that all organizations are facing, including the ACBL, and the importance of review or oversight of any funds the ACBL earmarks for specific purposes to ensure that funds are not being spent in ways not intended.

The Finance Committee will review the contributions and the prior reports provided by the organizations and determine whether there should be a motion brought to address the financial disbursements to the NBOs.

Reference: Codification Chapter VII – International Bridge, D. World Junior Championships, Section 2- USBF and CBF

- 2.1 The USBF shall receive \$50,000 per year and the CBF shall receive \$25,000 per year to support international Junior and Youth participation.
- 2.2 The USBF and CBF must provide for the Fall Board meeting a report on Junior /Youth activities from that year.

<b>BRIDGE COMMITTEE</b>	
Carman (C)	
Aquino, Belford, Heller, Sealy, Steinberg, Zayac	Staff: Weinstein
As reported by Committee Chair	

DI231-BR01 and AI231-BR02 were presented by the Committee Chair on March 6.

**231-BR01: Additional Regional Allocation (on Consent)**

Codification, Chapter IX, A. Regional Tournament Scheduling and Sanctioning:

Section 1 – Regional Tournament Scheduling, 1.4 was removed in its entirety. The subsequent sections were renumbered but remain otherwise unchanged.

Section 2 - Regional Tournament Allocations was amended as follows:

- 2.2 Each District is allocated four annual Regionals which may be open or Senior. Each District is allowed to split one Regional. In addition, a District is allocated five limited Regionals which may be any of the following:
  - a. Junior Regional
  - b. Youth Regional
  - c. Non-Life Master Regional with an upper limit of 750 masterpoints
- 2.3 Upon request and verification, a District with 9,000 to 12,000 ACBL members is allowed one additional Regional each year; a District with 12,000 to 15,000 members is allowed two additional Regionals each year; a District with 15,000 to 18,000 members is allowed three additional Regionals each year, and a District with 18,000 or more members is

allowed four additional Regionals each year. Membership qualifications for such additional Regionals will be based on a calendar year's average of the four Quarterly Unit Information Package (QUIP) Reports of 3/31, 6/30, 9/30, 12/31. For example, a District earning a qualification based on its 2009 QUIP Reports may schedule the additional Regional(s) beginning in 2011.

- 2.4 As part of the post-pandemic transition, the following Regionals (which previously had met the 3,000-table criterion) are granted permission to run without counting against their District's allocation until the end of 2024: Gatlinburg (D7), Atlanta (D7), Palmetto (D9), Houston (D16), Penticton (D19), Seaside (D20), and Palm Springs (D22). Going forward, any annual Regional held at, or near, the same site that reaches 2,000 tables for the tournament three out of four consecutive years will be awarded to its District and will not count against the district's base allocation. This tournament must remain in the same locality unless there are extraordinary circumstances verified by ACBL management. Any additional Regional earned by consecutive table counts in excess of 2,000 will entitle the qualifying District to conduct the additional Regional in the year immediately following the qualification.
- 2.5 For purposes of the calculations in Section 2.4 above, the years 2020, 2021 and 2022 shall not be considered (unless a Regional under consideration achieved an attendance of 2,000 or more tables in 2022). Thus, a Regional that achieves 2,000 tables in three of the four years 2017, 2018, 2019 and 2023 would be entitled to run in 2024 without counting against its District's allocation.
- 2.6 If a District fails to maintain the requirements for an additional Regional (either by a drop in its total membership or by the failure to remain a 2,000+-table tournament), the District will be entitled to keep its additional Regional(s) for two years. If, within that two-year period, the District again meets the requirements, the additional Regional(s) may continue to be scheduled without interruption.
- 2.7 In addition, the following offshore and special Regionals are allocated:
- Alaska - District 19
  - Bermuda - District 2
  - Hawaii - District 20
  - Mexico (2) - District 16
- 2.8 No District may be awarded more than 11 Regionals in a calendar year under the above allocation formula.
- 2.9 The following Regionals are not allocated to any specific District:
- 2.9.1 World Bridge Federation, when a WBF championship is held in Zone 2. Such Regionals are to be held at the site where the WBF championship is being held. A Regional running concurrently with

a WBF Championship may be of a length equal to the WBF Championship.

- 2.9.2 An annual Regional is awarded each year to each of the MBF and the CBF for the purpose of supporting teams representing Mexico and Canada in international competition. Depending on the location, the affected District and the MBF or CBF must agree on the specifics (e.g. date, schedule and fund-sharing). The normal conflict rules shall apply to the scheduling of the tournament.
- 2.10 A District may move a Regional from the calendar year in which it hosts an NABC to any of the three prior years or any of the three succeeding years, provided the Regional meets with all requirements under "Regional Tournament Sanctioning" below. This regulation extends to include Acts of God or hotels canceling contracts. Other unforeseen circumstances may be included as determined by the Arbitration Panel (as defined below).
- 2.11 A District may, with permission, hold a Regional in a contiguous District.
- 2.12 The Regional Tournament Allocation Plan will be reviewed at least every five years.

Effective immediately

**Item 231-BR02: NAP Conditions of Contest**

The 2023-24 North American Pairs Conditions of Contest were approved. (Attachment C)

Effective June 1, 2023

Carried                      Nay: R7 Sealy

**Action Item 231-BR02: Online Regional with F2F Regional**

Effective immediately, the Board passed, by straw vote, an optional one-day online regional day of events that runs simultaneously with a district regional. It will accommodate players unable to attend a district face-to-face regional in person. Participation by the district is optional and the one-day regional would only be open to the players in the district holding the face-to-face regional. BBO will implement at no charge and has the ability to restrict entries to district members. Revenue sharing will provide increased income for the sponsoring organization which may be directed to a unit if the unit is financially responsible for the tournament.

The Board of Directors adjourned at 11:56 a.m. CT. The committee meetings were held in the afternoon session.

**Discussion Item 231-BR01: Sectional Surcharge**

Management requested the Boards approval to raise the sectional surcharge from \$180 to \$190 which would apply to local sectionals. A straw voted passed in support of Management moving forward with the change effective April 1, 2023.

**Non-Agenda Item 231-01: Masterpoint Race for International Players**

Codification, Chapter I - Membership Operating Guidelines, B. Rankings, Masterpoints, and Races, Section 3.3 was added:

Section 3 - Masterpoint Races

3.3 International Online Player of the Year

3.3.1 This category is limited to players living outside of North America who are members of District 99. This race includes points won only in BBO silver and gold instant matchpoint games.

Effective April 1, 2023

Carried unanimously

**Non-Agenda Item 231-02: STaCs**

Codification, Chapter X – Sectionals, A. General was amended as follows:

Section 3 – STaCS

3.2 A sanction application must be sent to the appropriate District Tournament Coordinator at least 12 months prior to the scheduled tournament date. The ACBL may sanction a STaC when it receives the sanction application with fewer than 12 months if there are no scheduling conflicts.

Effective immediately

Carried unanimously

The Board of Directors adjourned at 4:49 p.m. CT.

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The meeting was called to order by President Joann Glasson on Wednesday, March 8 at 9:03 a.m. CT.



Present: Same as March 7

Also Present: Same as March 7 and Education Foundation President Robert Todd

**MEMBERSHIP BUILDING TASK FORCE**

Shoemaker (C)  
Liddy, Heller, Zayac

As reported by Membership Building Task Force Chair

The task force is actively analyzing existing ACBL membership building programs, determining synergies and ensuring measurability. Additional initiatives include a member referral program, expanding digital presence and creating a process for identifying, collecting and sharing best practices that relate to membership building.

**EDUCATIONAL FOUNDATION PRESENTATION**

Education Foundation President Robert Todd reported on the status of the Boost Face-to-Face Bridge program which was launched in September of 2022.

In the summer of 2022, the Board approved an initial program investment of up to \$100,000. As of February 9, \$28,400 of the \$100,000 has been spent on round 2 campaigns. The campaigns have generated 4,661 leads, produced 275 students, 59 guest members and 10 new members. The campaigns also produced students for advanced bridge classes and new players for club games.

**INTERIM EXECUTIVE DIRECTOR REPORT ON BRIDGE**

The following proposals were presented by management and supported by the Board.

- Schedule the NAOBC event, original proposed to be scheduled in 2023, for September 16 -2 22, 2024 and September 22- 28, 2025 due the reduced number of conflicts with the regional and sectional schedule.
- Permit face-to-face clubs to run an open game and two limited games starting within one hour of an open game. They are currently able to run a 0-20 game. This would allow them to have two additional limited games.
- Institute a monetary fine on clubs that exceed its designated number of Club Championship games permitted. Heth suggested that the fine be on a sliding scale based on the size of the game. Paul accepted this proposal.

- Allow VACB operators to include face-to-face tables occurring the same day against the 15% visitor policy limit.
- Clubs cheating on masterpoints – running a 0-20 game but putting 750 as maximum upper limit awards 5 x the masterpoints or a 2 table homestyle pairs runs 3 matches of 8 boards but scored as 12 matches of 4 boards.
- Allow 0-5 players to play in BBO “Just Declare” games and win a maximum of 5 masterpoints.

A proposal to increase club sanction fees will be discussed at the 2023 Summer NABC.

Paul Cuneo reported on the decline of new member retention and the need to increase new member recruiting. (Attachment D)

<b>APPEAL AND CHARGES COMMITTEE</b>	
White (C), Sealy (VC)	
Carman, Heth, Liddy	Staff: Weinstein
As reported by Committee Chair	

Tim White updated the Board on the status of Institute of Bridge Arbitration and EDGAR.

**231-AC01: Report on Hearings**

In the Matter of Bill Lietzow, the Committee approved the Negotiated Resolution entered into by him and ACBL Management in which Mr. Lietzow admitted to a violation of CDR 301(A)(2) Collusive Cheating: Online. Mr. Lietzow agreed to a penalty of 6 months suspension, 2 years probation during which he is prohibited from playing with Carol Abramowitz, and forfeiture of 10% of his current Masterpoint total. Mr. Lietzow will be a Member “Not in Good Standing” during the length of his probationary period.

In the Matter of Patrick Maloney and Carol O’Brien, the Committee approved the Negotiated Resolution entered into by the parties and ACBL Management in which Mr. Maloney and O’Brien admitted to a violation of CDR 301(A)(2) Collusive Cheating: Online. They each agreed to a penalty of 6 months suspension to start on December 1, 2022, 2 years probation during which they are prohibited from playing with each other online, and forfeiture of 20% of their current Masterpoint total.

Mr. Maloney and Ms. O’Brien each also agreed that this agreement is voidable by the ACBL if they play in any ACBL sanctioned game between December 1, 2022 and when the agreement is accepted by Appeals and Charges. They will be Members “Not in Good Standing” during the length of their probationary period.

In the Matter of Eva Fann and Ron Fennell, the Committee upheld the finding of the OEOC Panel that they violated CDR 301(A)(2) Collusive Cheating: Online.

In Section II.B.2A of its Hearing Report and in the Notice of Decision, based on application of CDR version August 1, 2021 the OEOC Panel assessed Mrs. Fann discipline of 30 months suspension, 5 years probation during which she is excluded from playing with Ron Fennell, and forfeiture of 50% of her total Masterpoints. The OEOC Panel assessed Mr. Fennell discipline of 5 years suspension, 5 years probation during which he is excluded from playing with Eva Fann, and forfeiture of 50% of his total Masterpoints.

The OEOC Panel was not unanimous in which version of the CDR should be applied to this case. In Section II.B.2B of its report the Panel proposed a penalty to be assessed if it was determined that the February 1, 2022 version of the CDR is the appropriate one. The Committee determined that the February 1, 2022 version is the correct version to be applied to this case, based on provisions of CDR 403(A). Although the Charging Party's advocate asserted that there is evidence the misconduct started before February 1, 2022 (see Section 1.B of the Panel's Hearing Report), the first incident specified in the Recorder Complaint is May 2022. It is also noted that no evidence of earlier misconduct was presented in the disclosure materials or at the hearing. Accordingly, the Committee adopts the alternate penalty proposed by the OEOC Panel and imposes the following penalty: Mrs. Fann and Mr. Fennell are each suspended for a period of six months, to be followed by probation for a period of two years during which they are prohibited from playing with each other, and they will each forfeit 10% of their total Masterpoint holding, They will be members "Not in Good Standing" during their probationary periods.

In the Matter of James and Adrienne Halperin, the Committee upheld the finding of the OEOC Panel that they violated CDR 301(A)(2) Collusive Cheating: Online. It also upheld the six-month suspension, two-year probation, and forfeiture of 10% of total Masterpoints for both parties. The Committee added a provision to the probation; the parties are prohibited from playing with one another during the period of their probation. They will be members "Not in Good Standing" during their probationary periods.

In the Matter of Sherman Gao, a motion was made, and seconded, to remand the Matter for a new hearing due to disruptions by a witness that were allowed to continue and could have improperly affected the panel. When this motion did not receive support from a majority of the Committee, the Committee upheld the finding of the District 22 Disciplinary Committee that Mr. Gao violated CDR 301(B)(5) Eavesdropping. It also upheld the one-year suspension, and two-year probation, during which he will be a member "Not in Good Standing."

In the Matter of Hansa and Sobhagchand Haria, the Committee upheld the finding of the OEOC Panel that they violated CDR 301(A)(2) Collusive Cheating: Online. It also upheld the two-year suspensions, the three-year probations during which the parties are excluded from playing with one another in ACBL sanctioned events, and forfeiture of 50% of total Masterpoints for both parties. They will be members "Not in Good Standing" during the period of their discipline.

In the Matter of James Leary, the Committee approved the Negotiated Resolution entered into by Mr. Leary and ACBL Management in which 1) the Charging Party agrees to withdraw the single charge against the Charged Party, CDR 301(A)(2), Collusive Cheating, Online (CDR effective August 1, 2021); 2) the Charged Party agrees that this charge is dismissed without prejudice; 3) the Charged Party and the Charging Party agree to bear their own costs related to this matter; 4) The Charged Party and the Charging Party waive their rights to a hearing before the ACBL Online Ethical Oversight Committee; 5) The Charged Party waives his right to further litigate, arbitrate or appeal this matter.

In the Matter of Jane Mucklo and Laura Palascak, the Committee approved the Negotiated Resolution entered into by the parties and ACBL Management in which the parties admitted to a violation of CDR 3.20: Collusive Cheating and other ethical violations (CDR effective January 1, 2019). Ms. Mucklo agreed to a penalty of 6 months suspension to start on February 1, 2023, followed by 2 years probation during which she is prohibited from playing with Laura Palascak, and forfeiture of 15% of her current Masterpoint total. Ms. Palascak agreed to a penalty of 6 months suspension to start on February 1, 2023, followed by 2 years probation during which she is prohibited from playing with Mary Jane Mucklo, and forfeiture of 10% of her current Masterpoint total.

The parties further agreed that if they play in any ACBL sanctioned games between February 1, 2023 and when the Negotiated Resolution is accepted by the Appeals and Charges Committee, the agreement is voidable by ACBL. They will be members “Not in Good Standing” during the period of their discipline.

In the Matter of Penelope and Michael Isermann, the Committee approved the Negotiated Resolution entered into by the parties and ACBL Management in which the parties admitted to a violation of CDR 3.20, effective January 1, 2020, Cheating and Other Ethical Violations. The parties agreed to a penalty of 6 months suspension to start on February 4, 2023, followed by 2 years probation during which they are prohibited from playing with one another in online ACBL sanctioned games, and forfeiture of 25% of their current Masterpoint total.

The parties further agreed that if they play in any ACBL sanctioned games between February 4, 2023 and when the Negotiated Resolution is approved 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.

In the Matter of Maurine and William Wacks, the Committee approved the Negotiated Resolution entered into by the parties and ACBL Management in which the parties admitted to a violation of CDR 3.20 Cheating and Other Ethical Violations (CDR effective January 1, 2019). The parties agreed to a penalty of 6 months suspension, followed by 2 years probation during which they are prohibited from playing with one another in ACBL sanctioned games online, and forfeiture of 20% of their current Masterpoint total. They will be members “Not in Good Standing” during the period of their discipline.

In the matter of George Jacobs, the Committee, pursuant to CDR 406(B)(3), rejected the Negotiated Resolution but provided the following condition for acceptance: rather than the

recommended sentence of 1 year Probation, a sentence of 14 days Suspension, during which the party will be a member "Not in Good Standing," followed by Probation for a period of 90 days.

The Committee determined that the recommended sentence was inadequate, given the pattern of conduct in a series of incidents over the course of two North American Bridge Championships tournaments.

Mr. Jacobs accepted the condition and a new Negotiated Resolution was executed and approved. He admitted to a violation of CDR 303(B)(1) Excessively derisive, degrading, or insulting comments made about an ACBL official and 304(D) Improper conduct toward any ACBL official in performance of their ACBL duties or functions. His 14 day suspension will begin on March 21, 2023, during which time he will be a "Member Not in Good Standing".

The Board of Directors and Administrative Coordinator Sabrina Goley convened into executive session from 3:24 p.m. – 4:54 p.m. CT.

\* \* \* \* \*

The meeting was called to order by President Joann Glasson on Thursday, March 9 at 9:00 a.m. CT.

Present: Same as March 8.

Also Present: Same as March 8 except for Educational Foundation President Robert Todd.

<b>BOARD DISCUSSION</b>
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A discussion was led by President Glasson on proposals to increase NABC table fees and permitted tournament sponsors to determine its own vaccination policy.

The Board and Management supported an increase in NABC table fees beginning no sooner than the 2024 Spring NABC. Management will review and determine a date to announce increased fees. The Board also requested that Management review all fees and charges on an annual basis.

Management proposed, and the Board supported, giving tournament sponsors the discretion to determine the vaccination policy for its tournaments. Management will prepare an announcement that tournament sponsors have this discretion to determine its own vaccination policy effective May 15, 2023. ACBL will continue to require vaccinations during the Summer NABC. The Board requested Management to survey the membership prior to the Summer NABC so the vaccination policy for future NABCs can be discussed.

## BYLAWS COMMITTEE

Goodgold (C)  
Heth, Couchman

As reported by Committee Chair

### FIRST READING

Bylaws Article III was amended and Article XII was added.

Article III:

- 3.5 Arbitration. The following shall be subject to binding and compulsory arbitration in cases and controversies involving ACBL: all members, including members not in “good standing”; former members raising any issue related to their time as members; and non-members entering or participating in any ACBL-sponsored competition or otherwise availing themselves of the services of ACBL.

This Section shall serve as sufficient notice of compulsory arbitration to all ACBL members as may be required by any court of law. The ACBL may provide notice of such compulsory arbitration through other methods. Specifics regarding arbitration are found in Article XII of these Bylaws.

## ARTICLE XII

### ARBITRATION

- 12.1 Arbitration. For purposes of this Article, the members and ACBL agree that both duplicate bridge competition under ACBL auspices and the general operations of ACBL constitute “commerce” of an interstate or foreign nature as defined in Section 1 of the Federal Arbitration Act, 9 U.S.C. §1, and that, in relation to all disputes subject to arbitration under this Article otherwise subject to Canadian, Mexican, or Bermudian law, as a matter of contractual choice of law, the Federal Arbitration Act shall apply, including time limitations for review or confirmation of arbitration awards.
- 12.2 Procedure. Where any part of this Article provides for arbitration, arbitration shall be conducted exclusively under the rules of the Institute for Bridge Arbitration or, if such rules are for any reason not in existence or not, even by analogy, applicable to a particular controversy subject to arbitration, under the U.S. Federal Rules of Civil Procedure construed to address the arbitration context, *e.g.*, references to "judge", "court", “jury”, or "jury trial” shall be understood as meaning "arbitrator(s)" or "arbitration panel" as the case may be.
- 12.3 Exhaustion of Internal Processes. After the exhaustion of internal processes, including review by the Appeals and Charges Committee if available, any disciplinary matter as between the League or any subsidiary agency, committee, or official on the one hand and any member on the other, shall be subject to arbitration as provided in this Article.
- 12.4 Ethical Matters. Any dispute concerning a disciplinary determination arising under Part 301 of the Code of Disciplinary Regulations (or any replacement), as adopted by the Board of Directors and as amended from time to time thereafter, shall be arbitrated before a panel of three (3) arbitrators assigned by the Institute for Bridge Arbitration.

#### 12.4.1 Scope of Arbitration.

12.4.1a When Internal Disciplinary Process Has Occurred. When a disciplinary hearing and determination has been initially made by the Ethical Oversight Committee, the Online Ethical Oversight Committee, a District Disciplinary Committee, or any duly authorized disciplinary committee, the arbitrators' review shall be limited to whether

(1) the determination was procured by corruption, fraud, or undue means;

(2) there was evident partiality or corruption in the adjudicators, or any of them;

(3) the adjudicators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy, or of any other misbehavior by which the rights of any party were substantially prejudiced; or

(4) the adjudicators exceeded their powers, or so imperfectly executed them that a proper decision upon the subject matter submitted was not made.

The established principles of harmless error shall apply.

If satisfied that any of grounds (1)-(4) have been clearly established and that such error(s) is (are) not harmless, the arbitrators shall remand for a new determination, and may additionally direct that one or more of the initial adjudicators shall not participate in further proceedings, and the arbitrators, in their discretion, may retain jurisdiction to review the remand proceedings. If no grounds (1)-(4) have been clearly established, the arbitrators shall confirm the determination.

12.4.1b Where Internal Disciplinary Process Has Not Occurred. Where a disciplinary hearing and determination have not been initially made by the Ethical Oversight Committee, the Online Ethical Oversight Committee, a District Disciplinary Committee or any duly authorized disciplinary committee, the arbitrators' shall, on the basis of the competent evidence submitted, and after applying the test of comfortable satisfaction, render a written award determining all matters in dispute.

#### 12.5 Costs and Fees.

12.5.1a Initial Costs and Fees. The party invoking arbitration shall initially be obligated to pay associated costs and fees.

12.5.1b Arbitrators' Authority Over Costs and Fees. The arbitrators may, in their discretion, direct that either party shall pay, or reimburse the other party for having paid, all or any portion of the associated costs

and fees. The arbitrators may also, in their discretion, require either party to pay all or any portion of the other party’s reasonable attorney fees relating to the arbitration, whenever the arbitrators determine that any issue or argument was raised or asserted without substantial basis in law or fact. For purposes of this Bylaw, “reasonable attorney fees” shall be evaluated according to the standards utilized by the United States federal courts for cases applying 42 USC §1988.

12.5.1c Payment of Costs and Fees Prerequisite to Reinstatement: Whenever a member of ACBL is required by the arbitrators to pay any costs or fees, including attorney fees, such costs or fees must be paid in order for such member to seek reinstatement (if expelled), or to regain good standing and the restoration of membership rights (if suspended or placed on probation).

12.6 Venue. The arbitrators shall designate a place for the arbitration to be conducted, which may be virtual, and shall be reasonably convenient to the parties and witnesses.

12.6.1a Virtual Hearings. When arbitration is to be conducted virtually, any location shall be deemed “reasonably convenient to the parties and witnesses.”

12.6.1b Approved Locations. The site of a North American Bridge Championship, during such event, or a location within ACBL Headquarters or within a 10 mile radius thereof, shall also be deemed “reasonably convenient to the parties and witnesses”.

12.7 Conduct and Administrative Matters. Any dispute concerning a disciplinary determination arising under Parts 302, 303 or 304 of the Code of Disciplinary Regulations (or their replacements), as adopted by the Board of Directors and as amended from time to time thereafter, shall not be subject to arbitration unless the Board of Directors shall, by a 2/3 vote, so provide by regulation.

Effective immediately upon ratification by the Advisory Council

Carried unanimously

<b>NABC SELECTION PROCESS</b>
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Mark Aquino and Larry Sealy led a discussion on the NABC selection process. They presented the variables in the selection process, the current sites contracted through 2026, and the costs. The Board discussed how to plan for future NABCs.



## **ONLINE AND FACE-TO-FACE PLAY**

Barbara Heller and Jonathan Steinberg led a discussion on the need to develop a comprehensive strategy for face-to-face and online bridge. They highlighted the importance of offering options for all bridge players – what players want when they play bridge. As a strategic plan is developed, they recommended that Board and Management should consider the benefits and disadvantages of several areas: masterpoint awards, criteria for rank advancement, expanding the opportunities for hybrid games, and the length of online club games. They also recommended adding additional special games to the VACB calendar.

The Board discussed Action Item 231-BR01 extending overall masterpoints at sectionals and regionals, +20% overall masterpoint awards through May 31, 2024. After a thorough discussion, the motion maker withdrew the motion and requested that it be reviewed by the Masterpoint Committee.

### **Executive Session**

The open session of the meeting adjourned at 12:20 p.m. CT and the Board of Directors reconvened into executive session at 1:30 p.m. CT. During executive session the following motion was made and unanimously approved.

### **Closing Remarks**

It was moved by Georgia Heth and carried unanimously that the Board expresses its thanks to District 10 and its units, Regional Director Larry Sealy and Tournament Co-Chairs Larry Federico and Jackie Madden and all of the other chairpersons and numerous volunteers. We also wish to thank Marriott New Orleans, LA for its fine cooperation.

The Board adjourned sine die at 3:20 p.m. CT.