

## **APPEALS AND CHARGES COMMITTEE**

White (C), Sealy (VC)

Carman, Heth, Liddy

Staff: Edelstein

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### **Item 231-AC01: Report on Hearings**

#### **January 16, 2023 Hearings**

Bill Lietzow (NR Review)

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.

Patrick Maloney and Carol O’Brien (NR Review)

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.

Eva Fann and Ron Fennell (Automatic Review)

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.

James and Adrienne Halperin (Automatic Review)

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.

### **February 21, 2023 Hearings**

Sherman Gao (Automatic Review)

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."

Hansa and Sobhagchand Haria (Automatic Review)

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.

James Leary (NR Review)

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.

Mary Jane Mucklo and Laura Palascak (NR Review)

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.

Penelope and Michael Isermann (NR Review)

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.

Maurine and William Wacks (NR Review)

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.

George Jacobs (NR Review)

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 REPORT WAS RECEIVED BY THE BOARD

**AUDIT COMMITTEE**

Muñoz (C)

Carman, Heller

Staff: Edelstein

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**Item 231-AU01: Updated Whistleblower Policy**

Section 4, Chapter 2B of the codification was updated:

**Section 4 – Corporate Compliance and Whistleblower Policy, Chapter 2B - Employees & Consultants**

- 4.1 The ACBL requires directors, officers, employees and volunteers to ~~observe~~ **adhere to** high standards of business and personal ethics in the conduct of their duties ~~and responsibilities~~. As employees and representatives of the ACBL, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws, regulations and internal ~~regulations~~. **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 ~~is~~ **are suspected to be** illegal, fraudulent or in violation of any adopted policy of the ACBL (hereinafter referred to as “Violations”) ~~or suspected violations~~ in accordance with this Whistleblower Policy. **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.** ~~or, in the case of employees, 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.~~ ~~(or adverse consequence to the position the director, officer or volunteer holds).~~ Any person who retaliates against someone who has reported a Violation in good faith is subject to discipline up to and including termination of employment or removal from office or position. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within ACBL prior to seeking resolution outside ACBL. **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 ~~and suggests~~ **which encourages** directors, officers, employees and volunteers **to** share their questions, concerns, suggestions or complaints with someone ~~who can address~~ **with authority to address** them properly. In most cases, **this will be** an employee’s supervisor. ~~is in the best position to address an area of concern.~~ If an employee is not comfortable speaking with ~~their~~ **his/her** supervisor or ~~the employee~~ is not satisfied with **his/her** the supervisor’s response, the employee ~~is encouraged to~~ may speak with someone in ~~the~~ Human Resources ~~Department~~ or anyone in management **with** whom the employee is comfortable. ~~in approaching. Supervisors and managers are required to report suspected violations to the ACBL’s Compliance Officer, who has specific and exclusive responsibility to investigate all reported violations, or to the Human Resources Manager who must notify the Compliance Officer.~~ For suspected fraud, ~~or when an employee is not satisfied or is uncomfortable with following ACBL’s open door policy, that~~ **an** employee should promptly contact ACBL’s Compliance Officer **directly**. Directors, officers, and volunteers are encouraged to notify the Compliance Officer directly of any suspected Violations. **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. ~~The ACBL's Compliance Officer is the In-House Counsel of the ACBL.~~

- 4.6 Accounting and Auditing Matters - The Audit Committee of the Board of Directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Compliance Officer shall immediately notify the **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 date: Immediately  
Estimated cost/savings: N/A

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 date: Upon publication in the Codification  
Estimated costs/earnings: Minimal

CARRIED UNANIMOUSLY

**FULL BOARD**

Glasson (P), Hennings (VP)  
Steinberg, Aquino, Carman, Heller, Sealy, Overby, Cuneo, Shoemaker, Lodge, Zayac, White, Belford, Muñoz, Heth, Liddy, Goodgold

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

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

Effective date: End of the Spring 2023 NABC  
Estimated cost/savings: None

CARRIED UNANIMOUSLY

**Item 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.

Effective date: End of the Spring 2023 NABC  
Estimated cost/savings: None

CARRIED UNANIMOUSLY

**Item 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.

Effective date: End of the Spring 2023 NABC  
Estimated cost/savings: None

CARRIED UNANIMOUSLY

**Item 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 fill the remaining term of the vacancy through the end of the Spring 2025 NABC.

Effective date: End of the Spring 2023 NABC  
Estimated cost/savings: None

CARRIED UNANIMOUSLY

**Item 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.

Effective date: End of the Spring 2023 NABC

Estimated cost/savings: None

CARRIED UNANIMOUSLY

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

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

Effective date: Immediately

Estimated cost/savings: None

CARRIED UNANIMOUSLY

**BRIDGE COMMITTEE**

Carman (C)

Aquino, Belford, Heller, Sealy, Steinberg, Zayac

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**Item 231-BR01: Additional Regional Allocation**

Codification Part 2 – Bridge Operations, Chapter IX – A - REGIONAL TOURNAMENT SCHEDULING AND SANCTIONING Sections 1 and 2 was amended as follows:

**Section 1 – Regional Tournament Scheduling**

- 1.1 Every District must appoint a Tournament Coordinator.
- 1.2 The minimum/maximum number of days a Regional may be held is as follows:
  - a. Open Regional or Senior Regional – minimum of three days.
  - b. Youth Regional, Junior Regional and masterpoint limited Regional – minimum of two days.
  - c. Individual Regional – no more than two and one-half days. In addition, a one-session Charity Game or Fund Game may be held the afternoon of the first day.
- 1.3 A Regional may not be more than seven days in duration.
- ~~1.4 A full seven day Regional may not schedule any events before 1 p.m. on the first day of the tournament.~~ (Previously removed in May 2022 but not reflected in Codification)
- 1.4 Only events scheduled for two or more sessions at Regionals may award gold points.
- 1.5 The minimum monetary contributions for Fund Games, Foundation Games or Charity Games held at a Regional is \$7.00 per table, per session.

- 1.6 All single-session events, except Side Series Pairs, Pro-Am Events or any event restricted to Non-Life Masters on the first day of a full seven-day Regional, must be Charity Games. The first single-session event must be run for the benefit of the ACBL Charity Foundation, the ACBL Educational Foundation, the ACBL Junior Fund, the International Fund, the Grass Roots Fund, or the Canadian equivalent of these. Subsequent single-session events on the first day of a full seven-day Regional must be run for the benefit of one of the above funds or an approved charity selected by the sponsor.
- 1.7 A Regional may run two-session gold point events on the first day of a full seven-day Regional tournament. In addition, a Regional may schedule the first two sessions of a knockout event on the first day of the tournament. The first session of all these two-session, gold point events must be run for the benefit of the ACBL Charity Foundation, the ACBL Educational Foundation, the ACBL Junior Fund, the International Fund, the Grass Roots Fund or the Canadian equivalent of these. The second session may be run for the benefit of one of the above listed funds or an approved charity selected by the sponsor.
- 1.8 For all Regionals other than full seven-day tournaments, the sponsor may choose to hold a Charity Game on any day. The first game held for charity must be run for the benefit of the ACBL Charity Foundation, the ACBL Educational Foundation, the ACBL Junior Fund, the International Fund, the Grass Roots Fund or the Canadian equivalent of these. Any subsequent Charity Game(s) may be run for the benefit of one of the above listed funds or an approved charity selected by the sponsor.
- 1.9 Exclusive of Knockout Teams and Side Game Series events, a Regional may schedule up to four gold point sessions per day. For purposes of this regulation overlapping schedules are deemed to be the same two sessions since participation in one of the events precludes entry into the other. For example, 10 a.m./3 p.m. and 1 p.m./7:30 p.m. ACBL management may, with cause, disallow more than two gold point sessions per day.
- 1.10 ACBL Regional tournaments will not be sanctioned to run concurrently with any portion of a NABC.
- 1.11 A Regional restricted by age or masterpoints may run an open Sectional tournament concurrently with the Regional with the permission of the Unit in which the Regional is being held. An Open Regional or Individual Regional may not run a Sectional in conjunction with the Regional.
- 1.12 A NAP District Final, a GNT District Final or the CNTC may be run concurrently with a Regional or Sectional. If they are run concurrently with a Sectional, the District must have permission from the sponsoring Unit. Such events must also conform to the scheduling restrictions of their respective conditions of contest.
- 1.13 Whenever the ACBL Board of Directors, or the Executive Committee, is considering holding a special event at a Regional, or any other District function, that District's

president and any member of the Board of Directors from that area must be notified, and such event(s) must not be scheduled without permission of those individuals.

## Section 2 - Regional Tournament Allocations

- 2.1 Regionals are allocated to ACBL Districts. A District may conduct its Regionals or allocate them to Units within the District. Additionally, the WBF and the CBF may be awarded a Regional according to subsection 2.8 below.
- 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 ~~three~~ 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~~2.2.1~~ 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.
- ~~2.3 — Any annual Regional held at, or near, the same site that reaches 3,000 tables for the tournament three out of four consecutive years will be awarded to its District and this 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 3,000 will entitle the qualifying District to conduct the additional Regional in the year immediately following the qualification.~~
- 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.

~~2.4~~ 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 3000+ 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.

~~2.5-2.4~~ **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.**

~~2.6-2.5~~ **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.**

~~2.7-2.6~~ In addition, the following offshore and special Regionals are allocated:

- a. Alaska – District 19
- b. Bermuda – District 2
- c. Hawaii – District 20
- d. Mexico (2) – District 16

~~2.8-2.7~~ No District may be awarded more than eleven Regionals in a calendar year under the above allocation formula.

~~2.9-2.8~~ The following Regionals are not allocated to any specific District:

2.98.1 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 that of the WBF Championship.

2.98.2 An annual Regional is awarded each year to the CBF for the purpose of supporting teams representing Canada in international competition. Depending on the location, the affected District and the 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.

~~2.10-2.9~~ 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-~~2.10~~A District may, with permission, hold a Regional in a contiguous District.

2.12-~~2.11~~The Regional Tournament Allocation Plan will be reviewed at least every five years.

ON CONSENT CALENDAR BASED ON UNANIMOUS APPROVAL BY THE BRIDGE COMMITTEE

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

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

Effective date: June 1, 2023

Estimated cost/savings: N/A

CARRIED NAY: R7

### **Non-Agenda Item: NA231-01: Masterpoint Race for International Players**

The following changes were made to the codification:

## **Chapter I - Membership Operating Guidelines, B. Rankings, Masterpoints and Races**

### **Section 3 - Masterpoint Races**

#### **3.1 Player Masterpoint Races**

The following races will be determined by pigmented masterpoints won in ACBL-sanctioned events sponsored by the ACBL or its Districts, Units and clubs and any ACBL Regional tournament or National Championship (Trials) event sanctioned to, and conducted by, a World Bridge Federation (WBF) Zone 2 National Bridge Organization ( NBO ). For the purposes of all ACBL masterpoint races, masterpoints won in an event are credited to the total for the year in which that event began, regardless of the tournament sanction number. The masterpoints won in the overalls of a side game series are credited to the total for the year in which that series began. This applies to events that end no later than January 10. Otherwise, masterpoints are awarded in the year which the event concludes. -

#### **3.2 Online Player of the Year**

3.2.1 The winner of the most points won while playing in online club games.

#### **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 date: April 1, 2023

Estimated cost/savings: N/A

CARRIED UNANIMOUSLY

**Item: NA231-02: STaCs**

Codification Chapter X-SECTIONALS, 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, ~~and the STaC can be advertised in the Bridge Bulletin calendar at least one month prior to the scheduled tournament date.~~

Effective date immediately

Estimated cost/savings nominal income due to table and sanction fees and director sessions if this allows STaCs to take place that would not have been allowed.

CARRIED UNANIMOUSLY

**Discussion Item DI231-BR01: Sectional Surcharge**

The Sectional Surcharge be raised from \$180 to \$190 and be made to apply in full to Local Sectionals

Effective date: April 1, 2023

Estimated cost/savings: Additional ~\$3300 in revenue from Open Sectionals (based on Sectional count from 2022); variable additional revenue from Local Sectionals

STRAW POLL VOTE IN FAVOR - PASSED

**Action Item: AI231-BR01: Extend Overall MPs**

**Moved that:**

At all Sectionals and Regionals, +20% overall masterpoint awards beginning June 1, 2022 thru May 31, 2023 (full year cycle so all can benefit), be extended until May 31, 2024.

Effective date June 1, 2023  
Estimated cost/savings No cost

WITHDRAWN – REQUESTED THAT MASTERPOINT COMMITTEE REVIEW,  
INCLUDING LIMITING CONTINUED INCREASE TO MP AWARDS AT NLM  
REGIONALS ONLY

**Action Item AI231-BR02: Online Regional with F2F Regional**

Provide an optional one-day online regional day of events that is run simultaneously with a District regional. Accommodate players unable to attend a district face-to-face regional in person. Shared revenue with the district.

Effective date: Immediately

STRAW POLL VOTE IN FAVOR - PASSED

**BYLAWS COMMITTEE**

Goodgold (C)  
Heth, Couchman

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**Item 231-BY01: Bylaw Amendment - Arbitration**

Bylaws Article III be amended and Article XII be added.

Article III:

3.5 Arbitration. ~~All members of the ACBL~~ **The following** shall be subject to binding and compulsory arbitration in cases and controversies involving ~~the 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:

**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 XII 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 date: Immediately upon ratification by the Advisory Council

Estimated cost/savings: Unknown, but may be significant by reducing lawsuits against the ACBL.

CARRIED UNANIMOUSLY

**FINANCE COMMITTEE**

Lodge (C)

Goodgold, Heth, Liddy, Munoz, Overby, Steinberg

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

Codification Part 1 – Governance and Policy, Chapter VII – International Bridge, Section 1A. Zone 2 NBO’s, Section 3- WBF- 3.1 (See Toronto 2017 minutes Item 172-07) was 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 ~~additional~~ 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 date: Immediately for 2023 only, upon the completion of the New Orleans 2023 board meetings.

Estimated cost/savings: N/A

CARRIED UNANIMOUSLY

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

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

Effective date: Immediately

CARRIED UNANIMOUSLY

**Discussion Item DI231-FN01: Junior/Youth Reporting**

Reference: Codification Part 1 - Governance and Policy, 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.

FINANCE COMMITTEE WILL REVIEW AND DETERMINE WHETHER THERE SHOULD BE A MOTION BROUGHT TO ADDRESS THE FINANCIAL DISBURSEMENTS TO THE NBO.

## **GOVERNANCE COMMITTEE**

Hennings (C)

Belford, Heller, Overby, Stu Goodgold, Shoemaker, Zayac

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### **Item 231-GV01: Goodwill Committee Changes**

The following changes were made to Chapter 1.D and Chapter 1.H of the Codification:

#### **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 In addition to the two annual appointments, District Presidents, in consultation with the Regional Director of their District, may appoint replacements (maximum of two per year) to fill vacancies created by deaths of prior appointees in their District. A District with 7,000 or more members (12-month average as of March 1) shall be entitled to one additional Goodwill Committee member for the following year.~~

~~1.2.3 Members of the Board of Directors, the Chairman of the Advisory Council and ACBL Goodwill Members of the Year shall automatically become a lifetime member of the Goodwill Committee. Spouses/civil union partners of current members of the Board of Directors, the current Chairman of the Advisory Council, and current and former Goodwill Members of the Year will be allowed to accompany their spouses/civil union partners to the Goodwill Receptions.~~

- 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) ~~will be appointed~~ to the Goodwill Committee during the first year of ~~his or her~~ **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.
- 1.4.5.1 **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.**
- 1.4.6.3 ~~Replacement pins for lost or stolen pins will be provided free of charge to members of the Goodwill Committee.~~ **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. ~~He or she shall name his or her assistants for the three years.~~
- 1.5.23 **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.** ~~shall serve at the pleasure of the Chair with the approval of the Board.~~ The terms of office of the Co-Chairs will run concurrently

with that of the Chair.

1.5.32 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.)

~~1.75.4 1.74. Seven Co-Chairs of the Goodwill Committee shall be appointed from seven areas of the ACBL: the East, South, Midwest, Northwest, Southwest, Eastern Canada and Western Canada.~~

#### 1.6.7 Goodwill Member of the Year

1. 6.71 ~~An~~ **The title of** ACBL “Goodwill Member of the Year” ~~shall be selected annually~~ **The honorary title** 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 ~~its~~ **the Committee’s** recommendations for **ACBL** Goodwill Member of the Year at ~~each the F~~ **fall M**meeting of the Board. **The ACBL Board approves the recommendation. ACBL Board members and the Chair of the Advisory Council are exempt from consideration.**

1.6.7.3 The **ACBL** Goodwill Member of the Year will be informed **of this honor** by the Goodwill Committee Chair ~~and honored at the Goodwill Reception.~~

~~1.9.7.3 The ACBL Goodwill Member of the Year shall receive reimbursement for roundtrip air travel from his/her home to the NABC at actual ticket price using advance non-refundable ticketing reflecting the lowest direct service fare available for travel at reasonable times, two room nights at the host hotel, one day of free plays on Goodwill Day, and three days of per diem. (See also Ch. VIII—NABCs, C. Finances, Section 4—Remuneration of Support Staff and Volunteers.)~~

#### 1.7.6 Goodwill Receptions ~~(effective June 30, 2019)~~

1.7.6.1 A **food and beverage** reception for all members of the Goodwill Committee will be held **annually** at ~~each an~~ **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 ~~thisese~~ **receptions** will be determined **annually.** ~~on an annual basis taking into account the venue costs, etc. The reception will include food as determined by ACBL management and a cash bar.~~

**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. **Current members of the Board of Directors**~~
- ~~e. **Current Chairman of the Advisory Council**~~
- f. **d. Others as appropriate, at the invitation of the President**

## AND

### 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 ~~suitable~~ article about the honoree(s) will be published ~~carried~~ in the Bridge Bulletin.

~~4.1.6 The benefits for those members selected as "Honorary Member of the Year" are as follows:~~

~~4.1.6.1 Free entries to NABCs for one year.~~

~~4.1.6.2 An article in the Bridge Bulletin and picture on the Bridge Bulletin cover.~~

~~4.1.6.3 A letter of congratulations from the ACBL Board of Directors signed by the ACBL President~~

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 ~~F~~all Board meeting.

4.2.3 ACBL management will ~~design and~~ provide ~~pins~~ **a tangible recognition award to each honoree** that commemorates this **appointment award**.

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, ~~and~~ 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 ~~suitable~~ article about the honoree(s) will be published ~~carried~~ 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 ~~re~~named the Norman Kay Platinum Pairs.

**4.5.2** The Blue Ribbon Pairs is ~~re~~named the Edgar Kaplan Blue Ribbon Pairs

**AND**

**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.

~~2.1.12 Honorary Member(s) for one year.~~

**Section 4 - Remuneration of Support Staff and Volunteers (Effective June 30, 2019)**

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.** ~~two nights hotel and two days (four sessions) free play privileges for each NABC where a Goodwill Reception is held. (See~~

~~also Ch. I – Membership, D. Goodwill, Ethics and Zero Tolerance, Section 1 – Goodwill Committee, 1.5 Goodwill Committee Chair and Co-Chair.)~~

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.** ~~The Volunteer Member of the Year for the Spring NABC receives airfare, two nights hotel, three days per diem and free play privileges for the duration of the tournament.~~

~~4.4 — The Goodwill Member of Year for the Spring NABC receives airfare, two nights hotel, three days per diem and free play privileges on Goodwill Day. (See also Ch. I – Membership D. Goodwill Committee, 1.7 Goodwill Member of the Year).~~

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 date: March 29, 2023

Estimated cost/savings: \$26,000.

CARRIED    NAY: R1, R6            ABSTAIN: R12

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

The following be deleted from the Codification, Chapter III – Administration, D. Elections, Section 2 – Candidates:

2.3 In addition to the information provided by the Director of Elections to Unit electors pursuant to section 5.1, ~~candidates may request, free of charge, one set of labels of the Unit Board members within the District(s) comprising their Regions so that they may write and mail materials directly. In addition to or in lieu of labels,~~ 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.

Estimated cost/savings: Minimal but does include label costs plus mailing costs

FAILED            YAY: R4, R7, R13, D2, D8, D14, D21            ABSENT: D3

**Item 231-GV03: Vetting of Hall of Fame Nominees**

Chapter I - Membership Operating Guidelines F. Discipline and the ACBL Code of Disciplinary Regulations

## Section 3 - Disciplinary Administrative Policies

~~3.6 Upon request from the chair or chairs of the Hall of Fame Committee, a list of previous ACBL disciplines, if any, issued by an ACBL disciplinary committee with an explanation of what each discipline involves for each prospective nominee shall be given to the Hall of Fame Committee—~~

## Section 4- ACBL Recorder

4.2 Additional ACBL Recorder duties: a. Advise Unit and District recorders as necessary. b. Conduct seminars for recorders at NABCs as appropriate.

c. Supervise the National Office of Recorder as necessary concerning files.

d. Review/vet all proposed candidates for the ACBL HoF including the von Zedtwitz & Blackwood Awards. The Recorder will review disciplinary records, player memos, Edgar reports, and anything related to conduct & ethics. The Recorder will consult with the ACBL CEO/ED in determining if a candidate should be rejected. The Recorder will notify the HoF Committee if any of the proposed names should be removed from consideration.

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## Codification Appendix 4-D2 Hall of Fame Operating Procedures

### 4. Nomination Criteria, Rules, and Procedures

#### Nomination Criteria

The ACBL Hall of Fame Award, in any category, shall be given to individuals who distinguish themselves by their ethics, deportment and sportsmanship while residing in the territory administered by the ACBL. The primary basis for consideration in the Open and von Zedtwitz categories is the player's North American and international record and achievements as a member and representative of the ACBL. An individual's personal history, whether good or bad, should be considered in nominating candidates or recipients.

~~A proposed nominee's ACBL disciplinary record may be reviewed as part of the process of determining whether that person meets the criteria to be nominated for admission into the Hall of Fame. Upon request, the HoFC will be provided with information as authorized by ACBL Board Resolution 033-02, as amended.~~

The HoF Chair must notify the ACBL Recorder of all players being considered as nominees for the Open HoF and all players being considered for the von Zedtwitz & Blackwood Awards. No HoF nominees or Award winners will be publicly announced until the ACBL Recorder has vetted and approved the player.

No current HoFC members shall be nominated or considered for nomination or selected as a recipient of any Award while serving on the HoFC.

Effective date: Immediately  
Estimated cost/savings: N/A

TABLED UNTIL SUMMER NABC

### **Item 231-GV04: Hall of Fame Operating Procedures Modification**

Codification Appendix 4-D2 Hall of Fame Operating Procedures  
4. Nomination Criteria, Rules and Procedures

#### **von Zedtwitz Award**

The von Zedtwitz Award shall be given to living or deceased individuals who have achieved prominence in the game of bridge and have an outstanding tournament record but who may not have been in the limelight for a significant period of time. ~~A deceased person must be deceased for three years before becoming eligible for selection. This rule may be waived if at least six members vote to do so.~~ Up to two (2) recipients may be selected per year by the HoFC.

#### **Blackwood Award**

The Blackwood Award shall be given to individuals who have contributed greatly to the game of bridge without necessarily meeting the qualifications required for the Open and von Zedtwitz Awards. ~~Only one (1) recipient per year may be selected. In either the von Zedtwitz and Blackwood category, in a year where the HoFC believes that an additional award is clearly warranted, the Board may, upon receiving appropriate rationale from the HoFC in advance, vote to allow an additional award for that year.~~

Up to two (2) recipients may be selected per year by the HoFC.

Individuals shall give their consent for nomination in the Open category and for selection for the von Zedtwitz or Blackwood Award. The HoFC will not replace an individual who has declined nomination in the Open category, but may replace an individual who declines to receive the von Zedtwitz or Blackwood Award.

Effective date: Immediately  
Estimated cost/savings: N/A

TABLED UNTIL SUMMER NABC

### **Item 231-GV05: Hall of Fame Operating Procedures**

The amended Hall of Fame Committee Operating Procedures, described in the Codification Appendix 4-D2, be accepted. (See attachment).

Effective date: Immediately  
Estimated cost/savings: N/A

TABLED UNTIL SUMMER NABC