Item 202-02: Administrative Violations

Moved that:

The CDR be revised as follows:

**Administrative Suspension**  
A Suspension imposed by ACBL Management in accordance with CDR 43.3.

**Administrative Violation**  
A violation as enumerated in CDR 3.3.

3.3 **Administrative Violations** – Behaviors or actions to the detriment of ACBL as an organization, its personnel, or its members not directly related to the game of bridge.

3.3.1 **First Degree Administrative Violations**

3.3.1 (a) Sexual harassment of a full-time or part-time ACBL employee or a Unit or District tournament employee.

3.3.1 (b) Embezzlement or theft of monies or property belonging to ACBL, its Districts, or Units.

3.3.1.1 Recommended Discipline. The recommended discipline for a finding that a person has committed a First Degree Administrative Violation is Expulsion or up to two years’ Suspension, and/or 90 days to three years’ Probation.*

3.3.2 **Second Degree Administrative Violations**

3.3.2 (a) Public libel of ACBL official.

3.3.2 (b) Cyber-attacks or similar intentional electronic disruptions, or attempts at such electronic disruptions, of websites and/or electronic data systems of the ACBL and/or those of clubs, Units and/or Districts.

3.3.2 (c) Attempts to acquire, or to alter information through illegitimate access to data stored electronically.

3.3.2 (d) Unauthorized use of member data legitimately obtained.

3.3.2 (e) Infringement of ACBL copyrights, trademarks, or patents.

3.3.2 (f) Violation of discipline.
3.3.2 (g) Filing a civil action or arbitration against the ACBL without going through intermediate resolution steps. This does not apply to employee or vendor disputes.

3.3.2 (h) Vandalism or deliberate destruction of ACBL, District, or Unit property.

3.3.2 (i) Failure to settle indebtedness with ACBL event venue or vendor in relationship with ACBL, its Districts, or Units.

3.3.2 (j) Failure to settle indebtedness to ACBL, its Districts, or Units.

3.3.2 (k) Attempting to influence a decision of a Disciplinary Body outside of the hearing process(es).

3.3.2.1 Recommended Discipline. The recommended discipline for a finding that a person has committed a Second Degree Administrative Violation is 30-180 days Suspension, and/or 30-180 days of Probation.*

3.3.3 **Third Degree Administrative Violations**

3.3.3 (a) Failure to accurately submit club masterpoint reports in a timely manner (the person must be either the club owner and/or club manager)

3.3.3 (b) Failure to appear before a disciplinary committee in violation of CDR 5.2.5(b) and/or 5.3.3(b).

3.3.3 (c) Unauthorized disclosure of confidential information.

3.3.3 (d) Refusing to play against another player or team.

3.3.3.1 Recommended Discipline. The recommended discipline for a finding that a person has committed a Third Degree Administrative Violation is a from a Reprimand to up to 60 days Suspension, and/or up to 90 days of Probation.*

* These are guidelines only, Management has discretion as to discipline. Any violation involving indebtedness will result in Suspension. The Suspension shall, at a minimum, be until the time that the debt is repaid or settled.
Nothing in these guidelines should be interpreted as a waiver of rights on the part of ACBL to engage in litigation, arbitration, and/or involvement of law enforcement.

4.3 **ADMINISTRATIVE SUSPENSION BY ACBL MANAGEMENT**

4.3.1 Reasons for an Administrative Suspension. ACBL Management may impose an Administrative Suspension on a person who:
(a) Has not paid dishonored checks to the ACBL, its Districts, Units or Conferences;
(b) Has failed to pay a valid hotel bill to a hotel supporting an ACBL tournament without notifying ACBL and the hotel that he or she disputes such obligation in good faith;
(c) Has failed to pay a debt to the ACBL, its Districts, Units or Conferences without notifying the ACBL that he or she disputes such obligation in good faith;
(d) Has failed to accurately submit club masterpoint reports in a timely manner (the person must be either the club owner and/or club manager);
(e) Has violated an ACBL Confidentiality Agreement or any other contract with the ACBL;
(f) Has caused damage to any facility associated with an ACBL tournament during the conduct of such tournament without adequate reason or justification and failed to make reasonable compensation or restitution for it; and/or

g) Has filed a civil action (which may or may not result in arbitration) or submits a dispute to arbitration for damages (the "Action") against the ACBL upon the occurrence of any of the following (this does not apply to civil actions brought by ACBL employees for anything concerning their ACBL employment): (1) a judgment in the Action which is favorable to the ACBL; (2) a dismissal of the Action by the court or the arbitrator(s) with or without prejudice; (3) failure by the ACBL member to prosecute the Action for any consecutive six (6) month period after filing of the Action; or (4) a settlement of the Action which does not specifically waive the provisions of this CDR 4.3.1(g).

4.3.2 Additional Reason for Administrative Suspension. If ACBL Management has cause to believe that a Disciplined Person has violated his or her discipline, ACBL Management may also impose an Administrative Suspension, pending a review by the person’s District Disciplinary Committee or other appropriate Disciplinary Body, as the case may be, for consideration of additional disciplines or, alternatively, lifting such Administrative Suspension.

4.3.3 Relief From CDR 4.3.1 Administrative Suspensions
(a) Appeal from Administrative Suspension

Unless provided for elsewhere in this CDR, an appeal from an Administrative Suspension imposed under CDR 4.3.1 may be submitted only to the ACBL CEO to be resolved at his or her sole discretion.

(b) Cancellation of Administrative Suspension

(1) ACBL Management may lift any Administrative Suspension imposed under CDR 4.3.1 (other than CDR 4.3.1(g)) within sixty (60) days after the dishonored check(s), hotel bill(s) or outstanding debt(s) is paid, or the material violation is cured, but, if ACBL Management should not cancel such Administrative Suspension at or before the end of such sixty (60) day period, it shall report to the appropriate Disciplinary Body, giving its reason(s). The Disciplinary Body shall review such reasons and affirm or modify the term of the Administrative Suspension.

(2) An Administrative Suspension imposed under CDR 4.3.1(g) shall be lifted only upon the occurrence of one of the following: (i) payment by the ACBL member of the costs incurred in the Action by the ACBL, its officers, agents, representatives and insurers; or (ii) a resolution by the ACBL Board of Directors absolving the ACBL member of payment of such costs. "Costs incurred in the Action" shall mean all lawyers’ fees and expenses, witness fees and expenses, court costs and other costs related to the defense of the Action. The Appeals and Charges Committee, shall make all determinations and decisions relating to the implementation of this CDR 4.3.3(b)(2).

5.1.12 Sexual Harassment. If at any time during a disciplinary proceeding it becomes apparent that it may involve a person’s sexual harassment of a full-time or part-time ACBL employee or a Unit or
District tournament employee, the proceeding shall be suspended and the matter shall be immediately forwarded, in writing, to ACBL Management for action:

(a) Pursuant to the Workplace Harassment Policy set forth in the ACBL Employee Handbook, ACBL Management shall expeditiously investigate the matter referred and

(1) if a determination is made that there is no issue of sexual harassment, ACBL Management shall return the matter to the Disciplinary Body for resumption of the proceedings, or

(2) if a determination is made that there is an issue of sexual harassment, ACBL Management shall take any action deemed necessary or appropriate or required by federal or state law.

(b) A written notice of the decision(s) of ACBL Management and the reasons for that decision shall be provided to the accused person, the Disciplinary Committee chairperson and the Appeals and Charges Committee chairperson. (See CDR 7.2.6(b) for details of the Appeals and Charges Committee review, if any.)

Item 202-03: Jurisdiction of Bodies

Moved that:

The CDR be revised as follows:

2. JURISDICTION OF BODIES

2.1 JURISDICTION, GENERALLY (OR LACK THEREOF), OF ORGANIZATIONS AND DISCIPLINARY BODIES

2.1.1 [Abrogated.]

2.1.2 District Jurisdiction. (See Limit of District Jurisdiction set out in §2.1.2.1). A District has jurisdiction over Incidents that involve:

(a) Persons participating in an ACBL sanctioned event or other activity (sponsored by any Unit, any District or the ACBL) held or occurring within its geographical boundaries. However, if a District sponsors an event in another District’s geographical boundaries, the District in which the event is held may agree to the sponsoring District having jurisdiction over any violations of this CDR occurring at that event, but this decision must be made at the time that it gives permission to hold the event within its geographical boundaries.

(b) Persons participating in an ACBL sanctioned event or other activity at a Unit Sponsored Club held within that District’s geographic boundaries.

(d) Members of that District when such member is participating in an ACBL sanctioned event or other activity sponsored by any Unit, any
Persons participating in a club sponsored ACBL sanctioned event held within the District’s geographical boundaries relating to Complaints of alleged Second or Third Degree Ethical Violations as set out in §3.20(2)-(3).

Member Units limited to allegations brought under §9.1.

2.1.2.1 *Limits of District Jurisdiction.* The District does not have jurisdiction over:

(a) persons accused of alleged First Degree Ethical Violations as set out in §3.20(1).

(b) persons accused of Ethical Violations Not Otherwise Specified as set out in §3.20.1.

(c) persons accused of Administrative Violations as set out in §3.3.

(d) persons participating in any online event that awards ACBL masterpoints as set out in §2.1.3.6.

(e) ACBL employees in pursuit of their employment with the ACBL.

(f) a club manager or club manager’s staff in pursuit of their club activities that is accused of a matter set out in §4.3.

(g) persons accused of conduct matters that occur at a club sponsored ACBL sanctioned event at a privately owned club.

(h) persons that have been disciplined twice within twenty-four (24) month as set out in §4.2.

2.1.2.2 *District Disciplinary Committee.* A District Disciplinary Committee has jurisdiction over:

(a) Cases involving Charges against a person arising from that person’s participation in an ACBL sanctioned event or other activity sponsored by that District set out in §2.1.2. (See Limits of District Jurisdiction §2.1.2.1)

(b) Disciplined Person accused of violating their discipline when that District’s Disciplinary Committee imposed the original discipline violated. (See §4.3.2)
(c) An Appeal of an ACBL member barred from a club pursuant to §7.0.2 or non-member pursuant to §7.0.2 (b).

(d) Cases involving disputes between Units from the same District.

(e) Cases involving Charges based on a pattern of conduct against a person when the most recent incident occurred under that District’s jurisdiction set out in §2.1.2. (See Limits of District Jurisdiction §2.1.2.1)

(f) Cases involving alleged violations by member Units pursuant to §9.1.

(g) When otherwise expressly stated in this CDR.

2.1.2.3 District Appellate Committee. A District Appellate Committee has jurisdiction over:

(a) An Appeal of the decision of that District’s District Disciplinary Committee, except a decision against or for a Unit as an entity that had been brought pursuant to §9.1.

(b) Disciplined Person accused of violating their discipline when that District’s District Appellate Committee imposed the alleged discipline violated. (See §4.3.2)

(c) When otherwise expressly stated in this CDR.

2.1.3 ACBL Jurisdiction. The ACBL has jurisdiction over Incidents that involve:

(a) Persons participating in an ACBL sanctioned event or other activity.

(b) ACBL members who have been found guilty and/or disciplined by any other bridge organization for an Ethical Violation.

(c) Persons that have been disciplined by any Disciplinary Body listed in CDR 1 twice within a twenty-four (24) month period.

(d) Persons that violate an Automatic Probation.

(e) A club manager or staff based in pursuit of their club activities or duties that is accused of a matter set out in §4.3.

(f) Persons alleged of Administrative Violations as set out in §3.3.

(g) Persons alleged of First Degree Ethical Violations as set out in §3.20(1).
(h) Persons alleged of Ethical Violations Not Otherwise Specified as set out in §3.20.1

(i) Cases in which (i) circumstances make it impractical or unfair for a matter to be handled by the District, or (ii) the issues involved are of paramount importance to the ACBL.

(j) Persons accused of Administrative Violations as listed in CDR §3.3.

(k) Districts limited to allegations brought pursuant to §9.1 or §9.2.

(l) Disputes between Districts or between Units from different Districts.

(m) When otherwise expressly stated in this CDR.

2.1.3.1 **ACBL Disciplinary Committee.** The ACBL Disciplinary Committee has jurisdiction over:

(a) Cases involving Charges brought against an individual pursuant to §2.13 (i).

(b) A decision from a NABC Tournament Conduct Committee that includes an additional discipline recommendation pursuant to §5.3.14.

(c) Appeal of a decision of a NABC Tournament Conduct Committee.

(d) Cases involving Charges brought against an individual pursuant to §2.1.3 (f).

(d) When otherwise expressly stated in this CDR.

2.1.3.2 **ACBL Management.** ACBL Management has jurisdiction over:

(a) Disciplined Person accused of violating their discipline when ACBL Management imposed the alleged discipline violated. (See CDR 4.3.2)

(b) Persons disciplined twice (other than Reprimand) within a 24 months period by a Disciplinary Body listed in CDR 1 as set out in §4.2.

(c) Persons that violate Automatic Probation as set out in §4.2.
(d) Cases involving allegations of sexual harassment of a full-time or part-time ACBL employee or a Unit or District tournament employee.

(e) Cases involving Charges brought against an individual of alleged Administrative Violations as set out in §3.3.

2.1.3.3 Appeals and Charges Committee (A&C). A&C has jurisdiction over:

(a) Disputes between Districts.
(b) Disputes between Units from different Districts.
(c) Allegations brought against a District pursuant to §9.2
(d) Appeal of a decision of the ACBL Disciplinary Committee, a District Appellate Committee, and the Ethical Oversight Committee.
(e) Appeal of a decision of a District Disciplinary Committee that was originally brought against a Unit pursuant to §9.1.
(f) Violation of an Automatic Probation that automatically converted to Automatic Suspension.
(g) A Negotiated Resolution when the body that would have heard the Charges absent such Negotiated Resolution was the Ethical Oversight Committee.
(f) All cases in which discipline imposed by a Disciplinary Body in CDR 1 resulted (i) a Suspension of one (1) year or longer, or (ii) a finding of guilty of an Ethical Violation, or (iii) in Expulsion.
(g) A decision of ACBL Management to impose discipline for alleged sexual harassment.
(h) When otherwise expressly stated in this CDR.

2.1.3.4 Ethical Oversight Committee (EOC). The Ethical Oversight Committee has jurisdiction over:

(a) Cases involving Charges brought by ACBL Executive Director against an individual of alleged First Degree Ethical Violations as set out in §3.20(1) and Ethical Violations Not Otherwise Specified as set out in §3.20.1 when the incident occurred in a face-to-face event.
(b) Cases involving Charges brought against an individual of alleged Second or Third Degree Ethical Violations as set out in §3.20(2)-(3) at the discretion of the ACBL Executive Director as Charging Party when the incident occurred in a face-to-face event.

(c) Cases involving an ACBL members who have been found guilty by any other bridge organization for an Ethical Violation when referred by the ACBL Executive Director for resentencing purposes. (See CDR ? for procedure)

(d) Cases involving Charges that allege Ethical Violations brought against an individual in attendance at a NABC and heard during that same NABC.

(d) When otherwise expressly stated in this CDR.

2.1.3.5 NABC Tournament Conduct Committee (NTCC). The NTCC has jurisdiction over:

(a) Cases involving Charges brought against an individual in attendance at a NABC and heard during that same NABC.

2.1.3.6 Online Ethical Oversight Committee (OEOC)

(a) Cases involving Charges brought against an individual participating in any online event that awards ACBL masterpoints. In events that occur online but are partially played face-to-face, the Online Ethical Oversight Committee shall have jurisdiction over incidents occurring online.

2. — JURISDICTION OF DISCIPLINARY BODIES

2.1 — JURISDICTION, GENERALLY (OR LACK THEREOF), OF DISTRICTS, THE ACBL AND TOURNAMENT DISCIPLINARY COMMITTEES (see also CDR 2.2)

2.1.1 — [Abrogated.]

2.1.2 — District Jurisdiction. A District has jurisdiction over:

(a) Persons participating in an ACBL sanctioned event or other activity (sponsored by any Unit, any District or the ACBL) held or occurring within its geographical boundaries (District Disciplinary Committee). However, if a District sponsors an event in another District’s geographical boundaries, the District in which the event is held may agree to the sponsoring District having jurisdiction over any violations of this CDR occurring at that event, but this decision must be made at the time that it
gives permission to hold the event within its geographical boundaries.

(b) Decisions of a District’s District Disciplinary Committee and the Charged Party for appellate purposes only (District Appellate Committee).

c) Cases involving alleged violations by member Units referred to in CDR 9.1 (District Disciplinary Committee).

d) Members of that District when such member is participating in an ACBL-sanctioned event or other activity sponsored by any Unit, any District, or the ACBL.

e) Persons participating in a club sponsored ACBL-sanctioned event held within the District’s geographical boundaries relating to Complaints of alleged (i) cheating by use of signals, other unauthorized information or other forms of cheating or (ii) serious breaches of ethics.

2.1.3 ACBL Jurisdiction. The ACBL (acting through the Board of Directors1 or ACBL Management) has jurisdiction over:

(e) Members of the ACBL or others disciplined, for appellate purposes only, except where otherwise specified in this CDR.

(f) Persons participating in an ACBL-sanctioned event or other activity sponsored by a Unit, District or the ACBL.

(g) ACBL members who have been found guilty by any other bridge organization.

(h) [Reserved.]

(i) [Reserved.]

(f) Violations of CDR 3.23, 3.24, 3.25, 3.26, and 3.27.

2.1.4 TDC Jurisdiction. A NABC Tournament Disciplinary Committee, as well as the disciplinary committee of the sponsoring organization, has jurisdiction over persons in attendance at that tournament. Tournament Disciplinary Committees are established with the approval of the ACBL President for hearing Charges related to Incidents occurring at NABCs.

2.1.5 Limits on the Jurisdiction of Disciplinary Bodies

(a) Other than ACBL Management, none of the Disciplinary Bodies

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1 The Board of Directors will act through its Executive Committee, the ACBL Disciplinary Committee or the Appeals and Charges Committee.
noted in CDR 1 has jurisdiction over an ACBL employee (whether an ACBL member or not) in pursuit of his or her employment with the ACBL.

(b) Only ACBL Management, in accordance with CDR 2.2.5 (Jurisdiction of ACBL Management), has jurisdiction over a club’s manager or staff based on actions taken by such manager or staff in pursuit of their club activities or duties.

(c) Other than CDR 2.1.2 (e) and actions at a Unit Sponsored Club, Districts and the ACBL have no original jurisdiction over behavior at club-sponsored games.

2.2 ORIGINAL VS. APPELLATE JURISDICTION OF DISTRICT DISCIPLINARY BODIES

2.2.1 [Abrogated.]

2.2.2 Original/Appellate Jurisdiction of Districts

(a) Districts shall have original jurisdiction in the following cases:

(1) Cases involving Charges against a person arising from that person’s participation in an ACBL sanctioned event or other activity sponsored by the District.

(2) Cases involving an alleged violation by Units referred to in CDR 9.1.

(3) Cases involving disputes between Units from the same District.

(4) In hearing appeals of a barring from a sanctioned game at a club. (See also CDR 7.0)

(b) Districts shall have appellate jurisdiction in the following cases:

(1) An appeal of a decision of a District Disciplinary Committee, except a decision against or for a Unit as an entity that had been brought pursuant to CDR 9.1. (See also CDR 7.1.1(b) and (c) and 9.1.3.)

(2) When otherwise expressly stated in this CDR.

2.2.3 Original/Appellate Jurisdiction of the ACBL Board of Directors.

The ACBL Board of Directors has original jurisdiction of the following:

(a) Disputes between Districts;

(b) Disputes between Units from different Districts;
(c) Cases involving alleged violations by Districts referred to in CDR 9.2.

(d) Cases in which:

(1) Circumstances make it impractical or unfair for a matter to be handled by the District, or

(2) The issues involved are of paramount importance to the ACBL.

ACBL Management may use the Executive Committee of the ACBL Board of Directors to make a determination under subrule (d).

In these disputes or cases, the ACBL Board of Directors delegates its duties as Charging Party to the Executive Director to act on its behalf. Any dispute or case that results in a Charge shall be heard by the ACBL Disciplinary Committee.

(e) When a TDC refers a matter heard at a NABC to the ACBL, the matter shall

be referred to the ACBL Disciplinary Committee for action. (See also CDR 5.3.14(c).)

(f) When an ACBL member has been found guilty and/or disciplined by another bridge organization for an Ethical Violation, the ACBL CEO may refer the matter to the Ethical Oversight Committee for resentencing purposes, but

only if the sentence imposed was less than that contained in the suggested sentencing guidelines enacted by the World Bridge Federation.

In all other cases, the ACBL shall honor the discipline imposed by such other bridge organization, enforcing it in ACBL events, unless the ACBL member requests a hearing under ACBL Regulations or other rules and provides substantial evidence that:

1) he or she was not accorded a fair process in the hearing held by the other bridge organization; and/or

2) the penalty imposed was grossly inappropriate for the Ethical Violation proven.

The initial decision as to whether substantial evidence was provided showing lack of a fair process and/or grossly inappropriate penalty shall be made by the ACBL CEO with the advice of In-House Counsel.
If a new hearing is requested and granted, the penalty imposed by such other bridge organization will not be enforced by the ACBL until and unless the findings and penalty that had been imposed are affirmed by the Ethical Oversight Committee. Notwithstanding the foregoing sentence, the Ethical Oversight Committee shall be entitled to impose its own discipline according to this CDR following such hearing. During such hearing, the Ethical Oversight Committee shall review the record of the hearing of the other bridge organization, to the extent one is available, but may also consider new evidence (even that from another bridge organization or from a non-ACBL sanctioned bridge tournament).

Nothing in this section shall prohibit the ACBL from initiating its own independent disciplinary process for Ethical Violations by such ACBL member in ACBL sanctioned events.

2.2.4—Original/Appellate Jurisdiction of the Appeals and Charges Committee.

The Appeals and Charges Committee reviews and hears disciplinary cases on behalf of the full Board of Directors as set forth in this CDR. Specifically, it shall consider matters arising under CDR 2.2.3(a), (b) and (c), subject to approval, modification or rejection by the Board of Directors.

2.2.5—Original Jurisdiction of ACBL Management.

ACBL Management has original jurisdiction over matters set forth in CDR 4.2 (Automatic Probation and Automatic Suspension), 4.3 (Administrative Suspension), 5.1.12 (sexual harassment) and other sections where expressly so provided in this CDR.

2.2.6—Original Jurisdiction of the Ethical Oversight Committee.

(a) The Ethical Oversight Committee has original jurisdiction over limited matters involving any ACBL member or non-member participating in any face-to-face event that awards ACBL masterpoints. This includes the face-to-face part of ACBL sanctioned events that occur online but are subsequently played face-to-face. (See also CDR 2.2.3(f).)

(b) The Ethical Oversight Committee shall, upon Charges being brought by ACBL Management whether based upon a Complaint submitted by the ACBL or another entity or individual, hear original cases of alleged (i) cheating by use of signals, other unauthorized information or other forms of cheating or (ii) serious breaches of ethics.

In-House Counsel, the ACBL President and the District Director of the Charged Party shall be notified of a decision to hold an Ethical Oversight Committee hearing. The results of its
hearings shall be reported to the parties, the Board of Directors, the District Director of the Charged Party, In-House Counsel and ACBL Management.

(c) In matters before the Ethical Oversight Committee, the ACBL National Recorder (or a designee) shall be the Complainant and the ACBL CEO shall be the Charging Party.

2.2.7 Original/Appellate Jurisdiction of the ACBL Disciplinary Committee

The ACBL Disciplinary Committee shall hear cases regarding those matters specified in CDR 2.2.3(d) and (e) or other cases when so instructed by the ACBL Board of Directors or as otherwise expressly so stated in this CDR. This committee shall also act as an appellate body and hear appeals per CDR 7.3. (See also CDR 5.3.4(b).)

2.2.8 Original Jurisdiction of the Online Ethical Oversight Committee.

(a) The Online Ethical Oversight Committee (OEOC) has original jurisdiction over all matters involving any ACBL members and non-members participating in any online event that awards ACBL masterpoints. In events that occur online but are partially played face-to-face, the Online Ethical Oversight Committee shall have jurisdiction over incidents occurring online.

(b) The Online Ethical Oversight Committee shall, upon Charges being brought, have original jurisdiction of all ethics-related cases arising from online play.

(c) In-House Counsel, the ACBL President and the District Director of the Charged Party shall be notified of a decision to hold an OEOC hearing. The results of its hearings shall be reported to the parties, the Board of Directors, the District Director of the Charged Party, In-House Counsel and ACBL Management.

Effective date: January 1, 2021

**Item 202-04: CDR Conduct Violation**

Moved that:

The CDR be revised as follows:

**Grounds for Discipline, Other Than Administrative Suspension, Under This CDR**

3.1 Violation of Laws of Duplicate Bridge.
3.2 Violation of ACBL Regulations. Administrative regulations, such as rules pertaining to sanctioned games at clubs as set forth in Ch. 4—The Club Sanctioned Bridge Game of the ACBL Handbook, are exempted.
3.3 Leaving a session prior to completion of play without good cause or the permission of the DIC.
3.4 Accusations of unethical bridge conduct publicly made at an ACBL sanctioned event, not made privately to a tournament director or other tournament official.
3.5 Violation of CDR 4.5.
3.6 Betting on the results of any ACBL sanctioned event.
3.7 Actions or behavior unbecoming (i) a person participating in an ACBL sanctioned tournament or event or an ACBL activity (including a Unit or District activity) or (ii) a person attending (at the time and site of) an ACBL sanctioned tournament or event or an ACBL activity (including a Unit or District activity). For the avoidance of doubt, a disciplinary hearing pursuant to this CDR is an ACBL activity.
3.7.1 “Site” includes, but is not limited to, parking lots, elevators, communal areas, restaurants and hotels at or around the location of such tournament, event or activity.
12 Effective May 29, 2020
3.7.2 A private and confidential conversation is not within the ACBL’s jurisdiction even if it takes place at a tournament site unless it is a violation of another section of this CDR.
3.7.3 Notwithstanding CDR 3.7.2, e-mails or letters sent (or telephone calls or social media posts made) to an ACBL Official or entity (such as a Unit or District Board) may constitute a violation of this CDR 3.7 even if such conduct takes place after a tournament or event has ended. (See also CDR 3.11.)
3.7.4 E-mails or letters sent (or telephone calls or social media posts made) to private individuals shall not constitute a violation of this CDR 3.7 unless it is a violation of another section of this CDR.
3.7.5 Being placed on an Administrative Suspension three (3) or more times within a four (4) year period shall constitute a violation of this CDR 3.7.
3.7.6 A series of Zero Tolerance violations may be used to establish a pattern of conduct that may constitute a violation of this CDR 3.7.
3.8 [Reserved.]
3.9 [Reserved.]
3.10 [Reserved.]
3.11 Improper conduct toward any ACBL Official or Disciplinary Body in performance of their ACBL duties or functions.
3.12 Influencing or attempting to influence an entrant or entrants other than one’s partner or teammates to withdraw from any ACBL-sanctioned event.
3.13 Knowingly and/or intentionally submitting, or causing to be submitted, false information to an ACBL Official or a Disciplinary Body. Negligently submitting, or causing to be submitted, false information to an ACBL Official or a Disciplinary Body may be included as a lesser included offense (or the sole offense) in this CDR 3.13 and it will not be considered an Ethical Violation.
3.14 Failure to appear before a disciplinary committee in violation of CDR 5.2.5(b) and/or 5.3.3(b).
3.15 Initiating disciplinary action against another with no reasonable basis or appealing the decision of a Disciplinary Body with no reasonable basis. (The rejection of a Complaint by a Charging Party is not automatically a finding that there was not a reasonable basis for such Complaint.)
3.16 Refusing any reasonable request for cooperation by a duly appointed recorder, including the National Recorder, or assistant recorder pursuant to the proper conduct of the recorder’s duties.
3.17 Improper conduct, a breach of ethics or improper behavior by an ACBL member for which another bridge organization has issued a finding of guilt against said member pursuant to CDR 2.2.3(f).
3.18 Misappropriation of ACBL, Unit or District funds.
3.19 Partnering or playing on a team with a person who is presently serving a Suspension from the ACBL or who is presently expelled from the ACBL.

3.21 Attempting to influence a decision of a Disciplinary Body outside of the hearing process(es).

3.22 Discussion or dissemination of the content of a disciplinary hearing, other than information released to the public pursuant to ACBL Regulations, outside the hearing room by a Disciplinary Body member with any party (whether a party to the hearing or not).

3.23 Unauthorized access to password-protected information or misrepresenting one’s identity to access a website and/or electronic data of the ACBL and/or those of clubs, Units and/or Districts.

3.24 Cyber-attacks or similar intentional electronic disruptions, or attempts at such electronic disruptions, of websites and/or electronic data systems of the ACBL and/or those of clubs, Units and/or Districts.

3.25 Unauthorized use of ACBL-provided member data for (a) personal use, (b) financial gain and/or (c) harassment.

3.26 Unauthorized use of copyrighted ACBL materials or software.

3.27 Unauthorized use of trademarks registered by the ACBL.

3.1 Conduct Violations – Occurring at an ACBL, District, or Unit event space and immediate surrounds unless specified.

3.1.1 First Degree Conduct Violations*

3.1.1 (a) Accusations of unethical bridge conduct publicly made at an ACBL sanctioned event, not made privately to a tournament director or other tournament official.

3.1.1 (b) Acts of abuse or violence.

3.1.1 (c) Failure to notify a tournament official of a known score correction in a timely fashion.

3.1.1 (d) Accusations of unethical bridge conduct publicly made at an ACBL sanctioned event, not made privately to a tournament director or other tournament official.

3.1.1 (e) Sexual harassment (except see 3.3….)

3.1.1.1 Recommended Discipline. The recommended discipline for a finding that a person has committed a First Degree Conduct Violation is up to two years’ Suspension, and/or 90 days to three years’ Probation.

3.1.2 Second Degree Conduct Violations*

3.1.2 (a) Harass or intimidate another player.

3.1.2 (b) Threat of abuse or violence.
3.1.2 (c) Negligently submitting, or causing to be submitted, false information to an ACBL Official or a Disciplinary Body (but see 3.1.1 (c)).

3.1.2 (d) Influencing or attempting to influence an entrant or entrants other than one's partner or teammates to withdraw from any ACBL sanctioned event.

3.1.2 (e) Harassing E-mails or letters sent (or telephone calls or social media posts made) to an ACBL Official or entity or made publicly (including a social media post).

3.1.2 (f) Leaving a session prior to completion of play without good cause or the permission of the DIC.

3.1.2 (g) Refusing any reasonable request for cooperation by a duly appointed recorder, including the National Recorder, or assistant recorder pursuant to the proper conduct of the recorder's duties.

3.1.2 (h) Deliberately or negligently partnering or playing on a team with a person who is ineligible for that event.

3.1.2 (i) Improper conduct toward any ACBL Official or Disciplinary Body in performance of their ACBL duties or functions.

3.1.2.1 Recommended Discipline. The recommended discipline for a finding that a person has committed a Second Degree Conduct Violation is 30-180 days Suspension, and/or 30-180 days of Probation.

3.1.3 Third Degree Conduct Violations*

3.1.3 (a) Betting on the results of any ACBL sanctioned event.

3.1.3 (b) A series of Zero Tolerance violations may be used to establish a pattern of conduct.

3.1.3 (c) Non-ethical violation of Laws of Duplicate Bridge.

3.1.3 (d) Non-ethical violation of ACBL Regulations as a participant in an ACBL Sanctioned event (excluding club games) including egregious slow play.

3.1.3 (e) Publicly belittle partner.

3.1.3 (f) Rudeness in conversation, gesture, or general behavior.

3.1.3 (g) Initiating disciplinary action against another with no reasonable basis or appealing the decision of a Disciplinary Body with no reasonable basis. (The rejection of a Complaint by a Charging Party is not automatically a finding that there was not a reasonable basis for such Complaint.)
3.1.3 (h) Inappropriate hygiene or appearance.

3.1.3.1 Recommended Discipline. The recommended discipline for a finding that a person has committed a Third Degree Conduct Violation is a from a Reprimand to up to 60 days Suspension, and/or up to 90 days of Probation.

* The degrees of conduct violation are a recommendation for most matters. However, the committee may upgrade or downgrade any conduct violation taking into consideration egregiousness and past conduct.

3.1.4 A conduct violation not otherwise specifically described in CDR 3.1. The discipline imposed, if any, will be commensurate with the severity of the violation at the discretion of the panel.

Effective date: January 1, 2021

Item 202-05: CDR Section 3

Moved that:

The CDR be amended as follows:

3.20 Cheating and other Ethical Violations - Shall be renumbered as 3.2 Cheating and other Ethical Violations

All subjects in 3.20 shall be renumbered from 3.20.x to 3.2.x.

APPENDIX B to Code of Disciplinary Regulations is deleted.

Effective January 1, 2021

Item 202-06: CDR – Grounds for Discipline, other than Administrative Suspension

Moved that:

the CDR be amended as follows:

Definitions

***

Catchline headings The catchline headings of the sections of this CDR should be considered to be a part of the respective sections of the CDR.
3. GROUNDS FOR DISCIPLINE, OTHER THAN ADMINISTRATIVE SUSPENSION, UNDER THIS CDR

3.20 Cheating and other Ethical Violations [effective: January 1, 2021]

3.20(1) **First Degree Ethical Violations.** The following actions constitute First Degree Ethical Violations:

3.20(1)(a) **Collusive Cheating: Signaling.** “Collusive Signaling” is an agreement, whether implicit or explicit, made between two or more people, at least one of whom is a contestant, to exchange or pass information in any manner not expressly permitted by Law 73 illicitly. This section includes agreements made by persons who are not partners or contestants, including, but not limited to kibitzers or teammates.

3.20(1)(b) **Collusive Cheating: Other.** “Collusive Cheating” is an agreement, whether implicit or explicit, made between two or more people, other than Collusive Signaling, to affect the outcome of a competition in any manner not expressly permitted by Law 73 illicitly. Neither person need be a contestant to be charged under this section.

3.20(1)(c) **Theft of Hand Records Misuse of Hand Records or Other Information.** “Misuse of Hand Records or Other Information” is the acquisition of information in any form concerning a deal yet to be played to completion. This includes hand records in any form (paper, electronic, etc.), digital information, wearing a wire, communication with other persons, or any other method or means used to obtain information about a deal. Theft of Hand Records is the acquisition of information in any form from a hand yet to be played. This includes physical tangible hand records, digital information, wearing a wire, or any other method used to obtain information about a hand.

3.20(1)(d) **Cold Decking.** “Cold Decking” is the intentional dealing of cards in a manner designed to place a particular card with a specific player or in a specific hand.

3.20(1)(e) **Marking Cards.** “Marking Cards” is intentionally compromising the integrity of playing cards, or taking advantage of the same, to identify a particular card. This includes changing or tampering with the physical appearance of playing cards in any manner, including but not limited to, markings or crimpings, or using
methods to identify discrepancies in the playing cards including but not limited to such as edge-sorting.

3.20(1)(f) **Recommended Appropriate Discipline.** The recommended discipline for a finding that a person has committed a First Degree Ethical Violation is **2 years Suspension not less than 2 years Suspension** to Expulsion, with an appropriate term of probation **not less than 2 years** following the term of suspension, and **removal of 25-100% of the Disciplined Person’s total masterpoint holding**.

3.20(2) **Second Degree Ethical Violations.** The following actions constitute Second Degree Ethical Violations:

3.20(2)(a) **Score Alteration.** "Score alteration" is any revision of a reported result, or the score assigned to that result, not expressly approved by the Director in Charge or his authorized representative, including changes made to scores or results in any form or by any means other than those accurately reflecting what occurred in actual bridge play at the table. This includes changes made to scores or results in any form other than those obtained through bridge play at the table.

3.20(2)(b) **Submitting False Information to ACBL.** A charge under this section requires the deliberate knowing submission of false information for the purpose of changing the outcome of a competition or event eligibility. This section requires that false information be submitted to an ACBL Official or Disciplinary Body, which do not include ACBL sanctioned clubs. False information submitted to the ACBL for reasons unrelated to bridge competition are Administrative Violations charged under the CDR.

3.20(2)(c) **Peeking.** A charge of “Peeking” requires a blatant and deliberate attempt to see the opponents’ cards. **Note that Law 16D requires a player who has obtained Unauthorized Information to report it immediately to a director.**

3.20(2)(d) **Scoresheet “Private Score Snooping.”** A charge of Scoresheet “Private Score Snooping” requires a blatant and deliberate attempt to see the opponents’ Private Score (not including the opponents’ convention card). **Note that Law 16D requires a player who has obtained Unauthorized Information to report it immediately to a director.**

3.20(2)(e) **Eavesdropping.** A charge of “Eavesdropping” requires a blatant and deliberate attempt to obtain information about a hand from tables or players, kibitzers, directors, or any other source other than the table assigned to a player for a round.
3.20(2)(f) **Sharing Advance Information.** "Sharing Information" means providing information about a deal to a player who has not yet played the hand. If the information is shared by agreement, implicit or explicit, the action should be charged as "Collusive Cheating: Signaling" under section 3.20(1)(a) (as to any player involved) or "Collusive Cheating: Other" under section 3.20(1)(b) (as to anyone other than a player). A charge under this section involves providing information of a hand to a player who has not yet played the hand. If the information is shared by agreement, the action should be charged as “Collusive Cheating: Signaling” under section 3.20(1)(a) or “Collusive Cheating: Other” under section 3.20(1)(b).

3.20(2)(g) **Soliciting Advance Information.** "Soliciting information" means the obtaining or exchange, by solicitation or otherwise, of information about a deal from a player who has already played the deal. If the obtaining or exchange of information is made by agreement, whether explicit or implicit, the action should be charged as “Collusive Cheating: Signaling” under section 3.20(1)(a) (as to any player involved) or “Collusive Cheating: Other” under section 3.20(1)(b) (as to anyone other than a player). A charge under this section involves the solicitation or request of information of a hand from a player who has already played the hand. If the solicitation or request is made by agreement, the action should be charged as “Collusive Cheating: Signaling” under section 3.20(1)(a) or “Collusive Cheating: Other” under section 3.20(1)(b).

3.20(2)(h) **Concealment of Partnership Agreement.** A charge of “Concealment of Partnership Agreement” requires a deliberate non-disclosure of any material aspect of a partnership agreement. The duty to disclose a partnership agreement is not limited to conventional meanings or bids but may and include tactical or “state-of-the-match” agreements or understandings between partners or teammates. A charge of Concealment of Partnership Agreement requires an active and deliberate non-disclosure of any partnership agreement. The agreement is not limited to conventional meanings or bids but may include tactical or “state-of-the-match” agreements between partners or teammates.

3.20(2)(i) **Dumping.** “Dumping” means intentionally obtaining a poor result on a hand, losing a match or contest, or any other actions designed to affect the outcome of a deal or the ranking for any stage of a contest other than through of bridge ability. Dumping requires intentionally obtaining a poor result on a hand, losing a match or contest, or other actions designed to affect the outcome of a hand other than through bridge ability.
3.20(2)(j) **Entering Ineligible Event.** “Entering Ineligible Event” means a player knowingly entered an event for which he was ineligible. A charge under this section requires that the player knowingly entered an event in which he was ineligible.

3.20(2)(k) **Recommended Appropriate Discipline.** The recommended discipline for a finding that a person has committed a Second Degree Ethical Violation is 90 days - 2 years Suspension, with an appropriate term of probation following the term of suspension, and removal of 0-50% of the Disciplined Person’s total masterpoint holding.

3.20(3) **Third Degree Ethical Violations.** The following actions constitute Third Degree Ethical Violations:

3.20(3)(a) **Unsportsmanlike Psyching.** “Unsportsmanlike Psyching” This includes frivolous or overly frequent psyching.

3.20(3)(b) **Using Unauthorized Information.** A charge under this section requires that the UI be revealed accidentally.

3.20(3)(c) **Clocking.** “Clocking” is the attempt to identify a card based upon the location of where that card is pulled from a player’s hand.

3.20(3)(d) **Coffeehousing.** “Coffeehousing” is behavior having no bridge-related purpose and intended to deceive an opponent. This includes actions such as hesitating with singletons in a suit, or asking frivolous or leading questions.

3.20(3)(e) **Score Comparison.** A charge of “Score Comparison” is the deliberate provision of, or request for, information about a board in play after both parties have played it before the end of the session.

3.20(3)(f) **Illegal Method.** "Illegal method" is the use of any treatment, convention, or signalling method otherwise permitted by Law 73 which is not allowed by the Convention Chart applicable to the particular event. A charge of 'Illegal Method" requires proof that a player knew, or had reason to know, of the illegality of the method prior to the time it was actually used. A charge of Illegal Method requires that a partnership knew of the illegality of the method before using it.

3.20(3)(g) **Contestant Influence.** A charge of “Contestant Influence” is an attempt to influence an opponent to enter or withdraw from an event to improve one’s likelihood of success.

3.20(3)(h) **Failure to Correct Incorrect Score.** A charge of “Failure to Correct Incorrect Score” is the failure of any player to timely notify an
appropriate tournament official of a score that one knows is incorrect, whether or not that score is beneficial to that player.

3.20(3)(i) **Recommended Appropriate Discipline.** The recommended discipline for a finding that a person has committed a Third Degree Ethical Violation is 10-90 days Suspension, with an appropriate term of probation following the term of suspension, and **removal of 0-25%** of the Disciplined Person’s total masterpoint holding.

3.20.1 **Ethical Violation Not Otherwise Specified.** If an ethical violation not otherwise specified as indicated in §3.20 is charged, the charge must be brought to the Ethical Oversight Committee. The discipline imposed, if any, will be commensurate with the severity of the violation at the discretion of the panel.

3.21 Attempting to influence, or actually influencing, a decision of a Disciplinary Body outside of the hearing process(es).

* * *

Further, that the 53 references to “guilty,” “not guilty,” or “guilt” in the CDR be changed to “responsible,” “not responsible,” and “responsibility,” respectively.

Effective date: immediately

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**BRIDGE COMMITTEE**

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**Item 202-20: GNT Conditions of Contest 2020-2021**

Moved that:

The proposed Grand National Teams Conditions of Contest for 2020-21 (attached as Exhibit A-1) be approved.

Effective date: September 1, 2020

**Item 202-21: Masterpoint Formula modified for Strength of Field**
Moved that:

In all tournament events for which the overall awards are calculated by formula, (including Individuals, Pairs, Swiss Teams, Board-a-Match Teams, Round Robin Teams, and Knockouts), excluding STaCs and events with arbitrary first place awards, such as the Grand National Teams, the masterpoint formula shall be modified to account for the strength of the field in that event. Specific details to follow.

Effective January 1, 2021

**Item 202-22: Web and Barometer Movements**

Moved that:

In any event in which gold Masterpoints are awarded to section top winners, when sections are combined for scoring and ranking, the number of positions receiving gold points shall be equal to the number of combined sections of at least eight and one-half (8.5) tables. Sections of fewer than 8.5 tables do not increase the number of gold-paying positions. (e.g. 9+8 pay 1 gold place, 9+9+8 pay 2 gold places.) Sections of 17 to 25 tables playing a Web or Barometer movement pay 2 gold places. Lower strata must have the required number of contestants competing in order to award the specified number of places.

Effective January 1, 2021

**Item 202-23: Barry Crane Tribute**

Eliminate the 35,000 point recognition and replace it with 35,135.8 which is the exact amount that Barry Crane achieved at the time of his death.

Effective immediately

**Item 202-24: Unit and Club Teacher Recommendations**

The NABC ACBL establish procedures to:

- Enable Teaching Clubs and Unit Boards to recommend teachers who teach at clubs or bridge centers to teach beginner bridge classes.
- Record these recommendations for all members in good standing.
- List teachers and the beginner classes they teach on the trybridge.org website under “find a teacher” or “find a class” searches by zip code, city or state.
- Encourage Club and Unit recommended teachers to engage their peers to develop best practices, teaching materials (including teaching hands) and collaborative problem solving.
Effective immediate

**Item 202-25 Teaching Clubs Centers**

The ACBL will establish procedures for designating Teaching Clubs and Centers:

- Teaching Clubs and Centers shall apply to the ACBL for their designation by providing a 1-year calendar showing class, play, social, and duplicate offerings.
- The designation shall require annual renewal based on updated information.
- Teachers, Clubs, and Centers shall be responsible for keeping the class offerings up to date. Outdated information will be removed from tryrbridge.org. Failure to update information will cause the loss of the Teaching Club/Center designation.
- A list of Teaching Clubs and Centers will be made available to new prospects in response to their search for how to learn bridge.

The ACBL may limit the number of Teaching Clubs and Centers based on their objective performance teaching new students, attracting new players to bridge, and helping create new ACBL Members. Paid ACBL member creation and creation of (new) Guest Members are appropriate metrics for assigning these designations. Objective criteria used shall be made known to teachers, clubs, and centers.

Effective immediate

**Item 202-26: Board Requirements for Masterpoint Limited STaC Games**

Codification Chapter X – Sectionals, A. General, Section 3 – STaCs 3.7 be amended as follows:

3.7 In order to be eligible for overall awards in a STaC, or any event that is scored across more than one club, the minimum number of boards played is set at 20 with the exception of masterpoint limited events restricted to players with <199 masterpoints whose minimum number of boards played is set at 18.

Effective immediately
Item 202-27: Eliminate unused Club Game Ratings

Codification Chapter 1 – Membership, I. Juniors, Chapter III Administration, A. Units, Chapter V – Charity, Foundations and Special Funds, Chapter VI – Clubs Sanctioned Games are amended as follows:

CHAPTER I – MEMBERSHIP

I. JUNIORS

Section 3 – Junior Fund Games
3.1 January is designated as Junior Fund (as defined below) Month.

3.2 Replace all Unit or District Charity Games with one class of fund or foundation games. There will be a maximum of four/year per Unit and four/year per District. The fee structure will be the same as special fund or foundation games at clubs. Any of the four allotted sessions may be held as a Junior Fund Game, Charity Game, Educational Foundation Game, Grass Roots Fund Game or International Fund Game, except January is reserved for Junior Fund Games, April is reserved for Charity Games, May is reserved for Grass Roots Fund Games and September is reserved for International Fund Games.

CHAPTER III – ADMINISTRATION

A. UNITS

Section 2 – Unit Requirements, Privileges and Responsibilities
2.1 A Unit functions as an organization chartered by ACBL, which, in accordance with its charter, supervises and promotes many, but not all, aspects of ACBL bridge within its boundaries. It has the exclusive right to conduct all Sectionals held within its territory. In addition, it may obtain sanctions from ACBL to organize and conduct other games such as Unit Championships, Unit-wide games, Unit charity games and extended team events, as well as club games.

CHAPTER V – CHARITY, FOUNDATIONS AND SPECIAL FUNDS

C. UNIT AND DISTRICT CHARITY GAMES

Section 1 – Unit and District Fund or Foundation Games
1.1 Units and Districts may hold a Fund or Foundation Charity game maximum of four/year per Unit and four/year per District. The fee structure will be the same as special Fund or Foundation games at clubs. Any of the four allotted sessions may be held as a Junior Fund Game, Charity Game, Educational Foundation Game, Grass Roots Fund Game or International Fund Game, except that January is reserved for Junior Fund Games, April is
reserved for Charity Games, May is reserved for Grass Roots Fund Games and September is reserved for International Fund Games.

1.2 Overall masterpoints will be awarded in District-wide Charity Games that use hand records and for which District winners are determined.

Section 2 – Special Games at Clubs

2.4.2 Grass Roots funds may be used to provide player stipends for attending the competition at the NABCs and encouraging attendance at Unit and District finals. In addition, at the discretion of the District, funds may be used to prepare and promote participation by players in Flights B and C at the club level. Effective 1/1/2020.

CHAPTER VI – CLUB SANCTIONED GAMES

B. Types of Club Masterpoint Games

Section 4 – Special Fund Games

4.3 Extended Team Games

4.3.1 A Unit is entitled to hold three Sectional-rated (black points) extended team events per year. Extended is defined for this purpose as requiring at least three sessions of 24 boards each to complete. These events may be played with or without a qualifying stage, but a qualifying stage may not award overall masterpoints — only match awards. Some examples of formats for extended team play are: single-elimination KO, double-elimination KO, Swiss qualifying to either type of KO, round robin-qualifying to either type of KO, extended Swiss, extended round robin, and other types.

4.3.2 Should a Unit wish to hold a one day qualifying event which awards overall masterpoints and also qualifies teams into an extended event, they may use one of their Unit Championship entitlements (Unit Championship-rated) for the qualifying stage and then use an extended team sanction entitlement for the final stage.

4.3.2.1 For such a combination of stages, the number of teams in the extended event is based on the number of teams actually qualified and entered into the extended stage, not the number of teams in the qualifying stage.

4.3.3 Should a Unit wish to hold an extended event with overall awards, which also qualifies teams into another extended event with its own overall awards, it may do so by using two of its extended event entitlements. Each event must meet the length requirements and the number of teams in the second event is based as outlined above.

Section 5 – Other Club Games
5.9 Bridge Plus+

5.9.1 These games provide a transition from ACBL beginning bridge classes to newcomer games conducted at ACBL-sanctioned games. They may be operated by bridge teachers, club managers or ACBL club directors. Players are encouraged to ask for advice on bidding and playing the hands.

5.9.2 A sanction is required to conduct an ACBL Bridge Plus+ game. Bridge Plus+ sanctions are issued free of session fees if all of the following conditions are met:

1. Only students with fewer than five masterpoints may participate in the game.

2. The game must consist of a minimum of six boards.

3. Monthly Reports must be sent to ACBL by the 10th of the month following the month in which the game was held.

The teacher who runs the game need not be a club director. The teacher/director resolves all irregularities.

C. General Club Game Regulations

2.7 Club Directors at Special Events

2.7.1 Non-playing directors are encouraged but not required for games having not more than one section of 17 tables or fewer for the following special events held at clubs or units: ACBL-wide International Fund Games, ACBL-wide Charity Games, Junior Fund Games, International Fund Games, Educational Foundation Fund Games, Senior Pairs, Worldwide Pairs, ACBL-wide Instant Matchpoint Games, Membership Games, NABC Promotional Games, GNT Fund Raisers, Club Appreciation Games, STaC Games, the Canadian Olympiad, the COPC, the CNTC, the North American Open Pairs club and Unit qualifying stages, the Grand National Teams club and Unit qualifying stages, Unit Championships, and Unit Charity Championships.

D. CLUB CHAMPIONSHIPS AND SPECIAL EVENTS

1.6 Member/Guest Club Championship

1.6.1 Each ACBL-sanctioned club that operates a minimum of 18 regularly scheduled games under one session during the year is entitled to hold a one-session Member/Guest Club Championship. A club that is sanctioned for, and conducts, from six through 10 weekly sessions is entitled to hold two Member/Guest Club...
Championships, and a club that conducts 11 or more weekly sessions is entitled to hold three Member/Guest Club Championships.

1.6.2—Member/Guest Club Championships may be scheduled at any time during the year.

1.6.3—Once each year a Club may hold a one-session Member/Guest Club Championship at a time other than that of the regularly sanctioned session. When this is the case, written permission must be obtained from all other sanctioned clubs within a 25 mile radius scheduled to hold a game at the same time.

1.6.4—Clubs entitled to hold more than one Member/Guest Club Championship may only move one of the events to a session for which they are not sanctioned.

1.6.5—Member/Guest Club Championships are open only to (1) any partnership made up of one ACBL member and one player who is a non-ACBL member or (2) any partnership made up of two individuals, neither of whom are ACBL members.

Item 202-28: STaC Matchpointing Requirement

The language in item 181-19 relating to matchpointing across the field is rescinded. Item 182-43, which establishes an implementation date of 1/1/2021 for this change, is rendered obsolete and thus also rescinded.

Effective April 1, 2020

Item 202-29: STaC Conditions of Contest

The revised Conditions of Contest for STaCs, attached as Exhibit A2 CoC, be adopted.

Codification Chapter 10, Part A, Paragraph 3.4 is deleted, with the subsequent paragraphs renumbered accordingly.

Effective August 1, 2020

Executive Director Review

Item 202-15: Executive Director Succession Plan Employment

Moved that:
Codification, Chapter II – Business Management, B. Employees and Consultants, Section 5 –
Executive Director Succession Plan 5.5.18 be amended to read

Recommend terms of the employment to the Board. **In House Counsel drafts the employment agreement with direction from the Search Committee Chair.** The recommended terms shall be incorporated into the Employment Agreement provided in Appendix 2-C.

Effective immediately

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**GOVERNANCE/BOARD OPERATIONS COMMITTEE**

**Item 202-40: I Board Reorganization**

**Second Reading**

The following plan, “I Board of Directors Reorganization Plan – Columbus 2020,” is adopted.

**I Board of Directors Reorganization Plan**

1. The 25 existing districts will continue to exist.
2. Thirteen (13) Regions will be created by combining adjoining Districts as follows:

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3. The transition to 13 members will begin during the election cycle beginning in 2021, i.e., for terms beginning 1/1/2022. At that time, the following eight Regions will have elections for the office of Regional Director (RD), the terms of which will begin on 1/1/2022: 1, 2, 4, 5, 6, 9, 11, 13.
   a. The RD from Region 5 will serve an initial 4-year term (2022-25).
   b. Three other RDs (excluding the RD from Region 6, who will serve an initial three-year term from 2022-24) will be randomly selected (by Kelley the Executive Secretary and Joe the Executive Director) from this group to serve an initial four-year term (2022-25).

4. Elections for the following four Regions will occur in 2022, with terms beginning on 1/1/2023: 7, 8, 10, 12. These RDs will serve an initial 4-year term (2023-26).
5. An election for Region 3 will occur in 2023, with an initial 3-year term beginning on 1/1/2024 (2024-26).
6. Once the initial election term for a Region is concluded (note staggered initial election terms set out in #3-5 above), an election will be held for that Region every three years thereafter.
7. Elections for the position of RD will be open to any ACBL member in good standing over the age of 18.
8. All the unit boards within a Region will vote to determine the RD. Unit votes will be weighted based on the number of members in each unit and the number of board members on each unit board in the same manner as current elections for District Directors (DD).
9. The term for the RD position is three years. RDs will be subject to the same term limits as existing DDs (four consecutive three-year terms per Article V, 5.3.3 of our Bylaws, including the basic three-year term as well as four-year initial terms for some Regional Directors due to Board restructuring in 2020). Terms on the Board of Directors in any capacity served or started prior to January 1, 2019 shall not be counted towards the four consecutive term limit.
10. If a DD either runs for the position of RD and is unsuccessful or elects not to run, that DD will be entitled to serve out the remainder of his/her present term.

Example: District X and District Y are combined to form Region Z. District Director X’s term expires in 2021 and District Director Y’s term expires in 2022. An election will be held in the third quarter of 2021 to choose a Regional Director for Region Z. District Director X and District Director Y are both eligible to run. If either District Director X or District Director Y runs and loses or chooses not to run, he/she will serve the remainder of his/her term. If either District Director X or District Director Y runs and wins, he/she will serve an initial term as specified above as Regional Director for Region Z.
11. If a party not currently a DD wins the election for RD, existing DDs will still have the option of remaining on the board for the balance of their terms.

12. If a RD is unable to complete his/her term of office, the position will remain vacant until a replacement can be elected. The usual RD election cycle is 3 ½ months; a shortened process of 2 ½ months should be sufficient for these rare special elections. If the shortened cycle begins no later than 30 days after the resignation of the Regional Director is effective, that Region will have a vacancy for, at most, one BOD session at an NABC (assuming the new BOD retains the current 3x/year NABC meeting schedule). The Board of Directors can address the special election terms and conditions on a case-by-case basis as the need arises.

13. If a RD is unable to attend a meeting, no substitutes or proxies will be permitted.

14. The positions of First and Second Alternate District Director will cease to exist as of 1/1/2022. The Board of Governors will continue to be represented by five (5) members from each District, including the former 1st and 2nd Alternates.

15. The office of District Director to the ACBL Board shall continue to exist until an election for RD occurs in their Region and the RD takes office.

16. Any DD opting to remain on the BOD after either losing an election for RD or opting not to run in said election, shall be entitled to full voting rights and privileges during the balance of their current term.

17. A Transition Task Force will continue under the direction of the Governance Committee to work with Management to transfer non-core responsibilities from the Board of Directors. Non-core responsibilities include program activities and topics integral to the mission of the organization, exclusive of Executive, Audit, Finance, Strategy, Executive Director Review, and Governance, which shall be the focus of the RDs. The goal is to transfer non-core functions and decisions by 12/31/2021.

18. The ACBL Bylaws are amended as set out in Appendix A of this motion to reflect this plan (and to make several other non-substantive changes).

APPENDIX A

Item 202-41: Board Reorganization #2

Moved that:

The 25 District Directors meet each and every fall at the NABC or other scheduled location between Nov 1-December 15 to:

1. Elect a President to the ACBL. Any of the 25 District Directors serving the following year may put their name on the ballot by October 1. The 25 directors will choose a president to serve a 1-year term starting the following January 1 and ending December 31. A candidate for President must declare between August 1 and October 15th.

2. Elect “Managing Directors” from the remaining 24 District Directors. In 2021 (Only) the full Management board will be elected, in subsequent years 4 directors will be elected. In 2021 each DD will be asked to vote for a minimum of 5 and a maximum of 12 to become “Managing Directors”. In 2021 The top 4 vote recipients will be elected to a 3 year term, 5-8 in the election will serve a 2 year term and 9-12 will serve a 1 year term, 13 will become the “first alternate” in case any Managing Director cannot attend and 14 will become the
“second alternate”.

In subsequent years voting for a minimum of 2 and Maximum of 4 (if more than 4 vacancies exist then the maximum electable spots) and 5th or the next highest vote recipient will be the first alternate and next highest will become the second alternate “Managing Director”.

A candidate for “Managing Director” must declare between August 1 and October 15th

Alternate “Managing Directors” are expected to maintain abreast of all board issues and be ready to serve at a minimal notice.
In all cases a Managing Director must be a current “District Director” from their district. A “Managing Director” that is not reelected by their district will create a vacancy that will be filled by adding to the 4 elected each year.

3. Term Limits: Previous Term limitations will be eliminated and replaced with: No one may serve more than 12 consecutive years as a “Managing Director”.

4. Stipends: The goal of stipends is to be sure that we do not create a wealth restriction on people willing to serve. The “Managing Directors” will receive the following package: $1,000. Every Trimester to serve their district at home, Coach Airfare or standard mileage to the meeting locations, Hotel from the eve of the first meeting to the end of the BOG meeting, Per Diem for meals, free plays at all NABC tournaments. (This is the current DD package)

5. The “District Directors” will receive the following reduced package; $1,000. Every Trimester to service their district, Coach Airfare or standard mileage to the FALL ONLY meeting location for election, Hotel from the eve of the first Fall meeting to the end of the election the next day (2 nights maximum, plus Per Diem for meals for those days per year), free plays at every NABC tournament to encourage attendance at the events for their players. District Directors Elect will be able attend the Fall Meeting preceding their term, and receive 2 nights Hotel, airfare and appropriate per diem.

6. Attendance at meetings: Every District Director is allowed to attend any Board meeting except “Executive Session” as a nonvoting guest.

7. Motions: Any District Director is allowed to add a motion to the agenda and write or speak briefly on its behalf and answer questions, only. “Managing Directors” will be allowed to debate and vote the motion.

8. District concerns at Meetings; since all District Directors will only attend the Fall meeting there will be a 3 hour block set aside after the elections for them to voice their concerns, opinions and options.

Effective January 1, 2021
**Item 202-42: Management Oversight of Credentials Committee**

Moved that:

Codification Chapter XI – Special Events, A. Residency Requirements, Section 1 – Grand National Teams and North American Pairs, Subsection 1.5.2 be amended as follows:

1.5.2 Any exceptions in the highest flight of the event must also be approved by an ACBL Board of Directors’ Credentials Committee. The expectation is that District Director will approve and forward requests to the Credentials Committee only in very special cases. Management shall assume all duties of the Credentials Committee, including the assigning the composition of such committee, and shall hear and adjudicate all matters pertaining to eligibility of person(s) and/or teams to participate in any stage of the GNT/NAP.

Effective immediately

**Item 202-43: Management Oversight of Transfer of Fewer than 100 Members between Units and Districts.**

Moved that:

Management shall assume all duties for receiving transfer requests from Members where the group requesting transfer is fewer than 100 Members, confirming that all rules pertaining to transfers have been followed, confirming that all permissions from each Unit/District have been obtained, and providing timely, routine report(s) to the ACBL Board of Directors, which shall include the implications for the transfer and whether or not the requests were granted.

Requests of more than 100 Members to transfer will continue to be referred to the Governance Committee, with Management assisting to confirm if ACBL policy has been completely followed, including a full Board vote on groups over 100 Members. If approval of a request from a group of fewer than 100 Members is considered by Management as likely to drastically affect the composition of a unit or a district and/or trigger financial hardship for a unit or district, Management may consult with the Board as appropriate.

Effective immediately

**Item 202-44: Management Oversight of Honorary Member of the Year Selection Process**

Moved that:

Management shall assume all duties of the Honorary Member of the Year selection process except for the final selection of said member(s) by Board of Directors vote, annually. Management to solicit and receive, from any ACBL member, the name of qualified persons to be honored. Management shall work with the Board of Governors Chair to vet the credentials of those nominated and reduce the total number of names under consideration, and then shall submit the top candidate names to
the Board of Directions for vote. In addition to members of the Board of Governors, Management may include members of its staff, of the Board of Directors, and members of the ACBL in soliciting candidates and determining which names to submit to the Board. Where possible, Management should include persons from all areas of the ACBL membership, using email blasts and publication of the suggested attributes of the Honorary Member.

Effective immediately

**Item 202-45: Minutes Committee responsibility to be transferred to Management**

Moved that:

Management shall assume all duties of taking, transcribing, making corrections, and finalizing the minutes of the Board of Directors meetings and the Executive Committee meetings. Draft minutes shall be distributed to all meeting attendees within 15 days of the conclusion of the meeting. All suggested corrections shall be provided to Management within 30 days of the posting of the first Draft of the Minutes of any official meeting.

Effective immediately

**Item 202-45: Minutes Committee responsibility to be transferred to Management**

Moved that:

Management shall assume all duties of taking, transcribing, making corrections, and finalizing the minutes of the Board of Directors meetings and the Executive Committee meetings. Draft minutes shall be distributed to all meeting attendees within 15 days of the conclusion of the meeting. All suggested corrections shall be provided to Management within 30 days of the posting of the first Draft of the Minutes of any official meeting.

Effective immediately

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**NABC Review**

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**Item 202-55: Revised Schedule for Selected NABC Events**
Deferred from Spring 2020 meeting

Moved that:

The ACBL Board of Directors reconsider Motion 193.61

Effective immediate
Item 202-56: 0-2500 Four Session Swiss Team National Event
Deferred from Spring 2020 meeting

Moved that:

Provide a two-day 0-2500 Swiss Team National Event on Tuesday and Wednesday of the Spring NABC for players with 0-2500 masterpoints. The first two sessions would be a Qualifying and the second two sessions a Final.

Effective January 1, 2021

Item 202-57: 0-2500 B/C Two-Day National Pairs Event
Deferred from Columbus, OH Spring 2020 Meeting

A two-day 0-2500 Pairs Event be added to the Spring NABC Schedule on the second Thursday/Friday of the NABC. The first two sessions would be a Qualifying and the second two sessions a Final.

Item 202-58: Spring 2025 NABC – Memphis TN
Deferred from June Special #2 Meeting, Summer 2020 Meeting

The ACBL Board of Directors approves the Spring 2025 NABC to be held at the Memphis Convention Center in Memphis, TN on March 13-23, 2025.

Strategic

Item 202-60: Removal of Temporary Membership

Moved that:

The Codification be amended as follows:

1. Codification Chapter I, Membership, C. Dues and Life Master Service Fees, Section 4 be eliminated entirely to remove Temporary Membership category of membership (existing Temporary Memberships will be valid until the end of their current term):

Section 4—Temporary Membership (Effective March 1, 2018)
4.1 A Temporary Membership will be available only for players who have not been previously a regular ACBL member. However, a member who has only held a Temporary Membership may buy another Temporary Membership.

4.2 Temporary members can only be referred by a teacher, club, or tournament. The referring teacher, club or tournament will receive a recruitment bonus.

4.3 Temporary memberships are valid for one month.

4.4 During the membership period, a Temporary Member is a General Member with the same rights and obligations as full-membership members.

4.5 A Temporary Member will become inactive after the expiration of her/his Temporary Membership.

2. Section 5 of Codification Chapter I– Membership, C. Dues and Life Master Service Fees be renumbered to Section 4 and the table entry stricken to remove Temporary Membership category of membership.

Section 54 – Rates for Dues and Life Master Service Fees

54.1 Current rates for full membership dues and Life Master Service Fees—as determined by the ACBL Board of Directors—are (USD):

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Effective: as soon as ACBL can implement the changes in membership-related systems.
Estimated cost/savings: None